

**Gulf Region Response Plan  
Facility Emergency Response Plan**



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Developed By:

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Gulf Region Response Plan

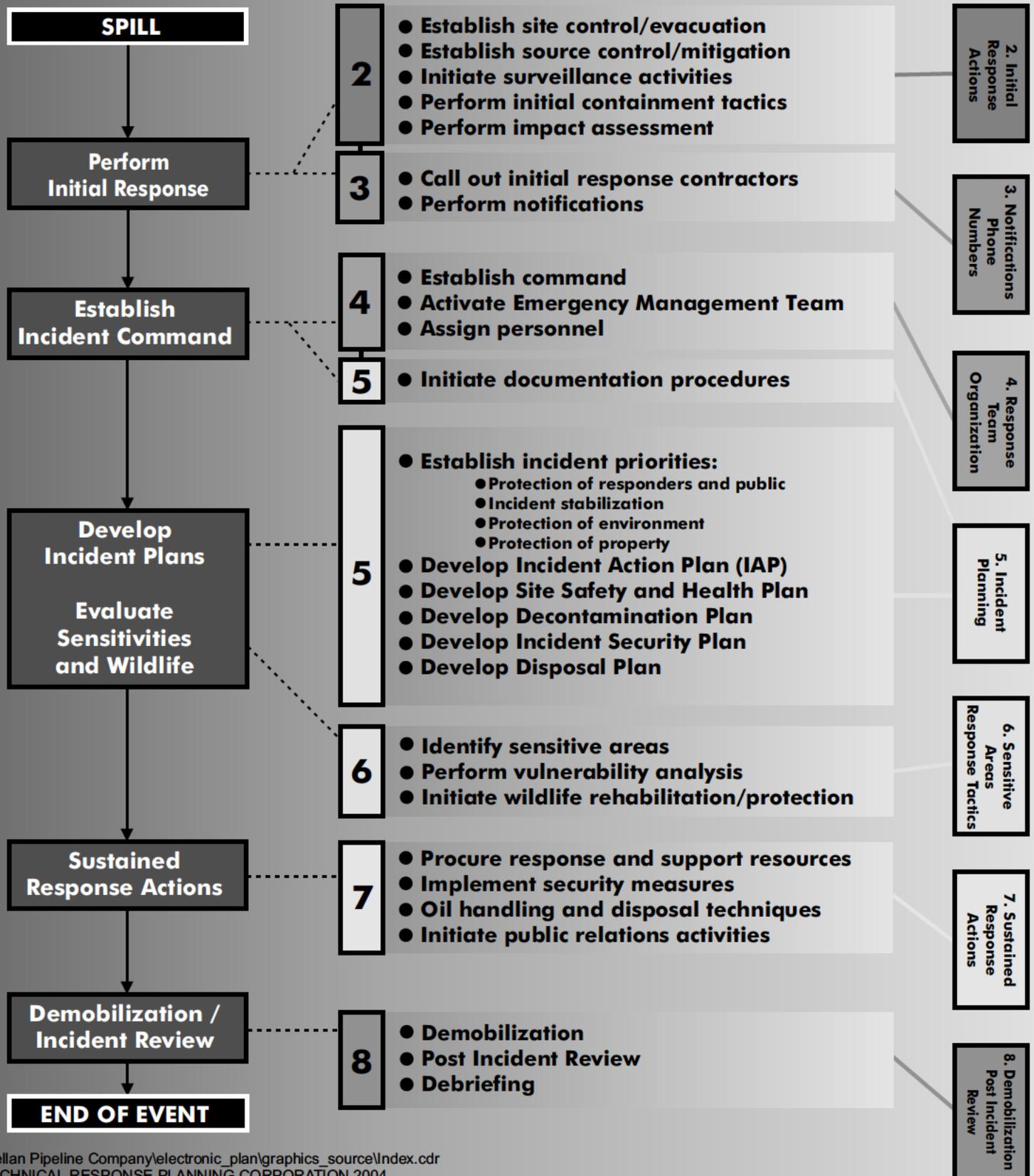
Facility Emergency  
Response Plan

**200 Westlake Park Boulevard;  
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# Response Procedures Flow Chart



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10/4/2013	1 - PHMSA   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures   Figure 3.1-4 - Notifications and Telephone Numbers   Company Personnel	
10/4/2013	1 - PHMSA   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures   Figure 3.1-4 - Notifications and Telephone Numbers   Company Personnel	
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10/18/2013	1 - PHMSA   1 - Introduction   Figure 1-2 - Distribution List	
10/18/2013	1 - PHMSA   F - Additional Information   Additional Information	
10/18/2013	1 - PHMSA   1 - Introduction   Figure 1-2 - Distribution List	
10/22/2013	1 - PHMSA   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures   Figure 3.1-4 - Notifications and Telephone Numbers   Company Personnel	

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10/22/2013	1 - PHMSA   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures	

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10/22/2013	1 - PHMSA   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures   Figure 3.1-4 - Notifications and Telephone Numbers   External Notifications	
10/22/2013	1 - PHMSA   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures   Figure 3.1-4 - Notifications and Telephone Numbers   External Notifications	
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## SECTION 1

Last revised: October 2013

### INTRODUCTION

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Figure 1-1 - Record of Changes

Figure 1-2 - Distribution List

Figure 1-3 - Gulf Region Response Plan Information Summary

Figure 1-4 - Pipeline System Overview Map

Figure 1-5 - Gulf Region Response Plan Map

1.1 Purpose / Scope of Plan

1.2 Plan Review and Update Procedure

1.3 Certification of Adequate Resources

1.4 Management of Change Request Form

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

1.5 Agency Submittal / Approval Letters

## FIGURE 1-1 - RECORD OF CHANGES

Plan review and modifications will be initiated and coordinated by the District Health, Safety, and Environmental Coordinator. Refer to the Table of Contents for the Record of Changes.

## FIGURE 1-2 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF PAPER COPIES	NUMBER OF ELECTRONIC COPIES
Alan McFarland	4000 Hwy 56 Houma, Louisiana 70363		
Mark Buteau	310 Shepard Drive Lafayette, Louisiana 70508	0	1
U.S. DOT Office of Pipeline Safety, Attn.: Response Plan Officer	1200 New Jersey Avenue, SE - Room E22-210 Washington, D.C. 20590	0	1
John Page	4502 E. 41st Street, STE 300 Tulsa, Oklahoma 74135		
James M. Comeaux	4000 Hwy 56 Houma, Louisiana 70363		
Ken Roberts	6812 Stennis Blvd Pascagoula, Mississippi 39562		
Ivan Suire	6812 Stennis Blvd Pascagoula, Mississippi 39562		
Mike Brandt	4000 Hwy 56 Houma, LA 70363		
Gordon White	3811 1/2 FM 646N Sante Fe, Texas 77510		
Alan Rohr	3811 1/2 FM 646N Sante Fe, Texas 77510		
Brian Miller	200 Westlake Park Boulevard - Westlake 3, 1178 Houston, Texas 70779		
Jeff Zabka	3811 1/2 FM 646 N Sante Fe, Texas 77510		
Donald Gregor	550 Westlake Park Boulevard Houston, Texas 77079		
Jeff Schimmel	150 Warrenville Rd Naperville, IL 60563		

John Jackson	6041 Hwy 63 Moss Point, Mississippi 60593		
Ron Phillips	6041 Hwy 63 Moss Point , Mississippi 60593		

FIGURE 1-3 - Gulf Region Response Plan INFORMATION SUMMARY

<b>Owner/Operator:</b>	BP Pipelines (North America), Inc. 150 W. Warrenville Rd Naperville, IL 60563	
<b>Zone Name:</b>	Gulf Region Response Plan	
<b>Zone Mailing Address:</b>	200 Westlake Park Boulevard; Houston, Texas 77079	
<b>Zone Telephone/Fax:</b>	Phone: 281-366-5421 / Fax: 281-366-5426	
<b>Qualified Individuals:</b>	Jeffery Schimmel District Operations Manager Primary Qualified Individual 281 366 7441 (Office) 630 815 4138 (Mobile)	550 Westlake Park Blvd (WL3) Houston, Texas 77079
	Mark Buteau Compliance Coordinator Alternate Qualified Individual (337) 735-5303 (Office) (b) (6) (337) 654-1184 (Mobile)	310 Shepard Drive Lafayette, LA 70508

FIGURE 1-3 - Gulf Region Response Plan INFORMATION SUMMARY, CONTINUED

<b>Line Sections/ Products Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)</b>	<b>Section</b>	<b>Product</b>	<b>Diameter</b>
	TriStates - Canal - Kiln 12; OPID 31270	Natural Gas Liquids	12
	TriStates - BP - Canal 12; OPID 31270	Natural Gas Liquids	12
	TriStates - Kiln - Mandeville 16; OPID 31270	Natural Gas Liquids	16
	TriStates - Mandeville - Kenner 12; OPID 31270	Natural Gas Liquids	12
	TriStates - Williams - BP; OPID 31270	Natural Gas Liquids	12
	TriStates - Duke - Williams Lateral; OPID 31270	Natural Gas Liquids	12
	MPOG Seg I - MP225-MP69 terminal; OPID 30969; MMS Seg#11015	Crude Oil	18/20

MPOG Seg II - VK826-MP225; OPID 30969; MMS Seg#10981	Crude Oil	8
MPOG Seg III - MP281-MP245 SSTI; OPID 30969; MMS Seg#11928	Crude Oil	10
MPOG Seg IV - VK823 - MP281 SSTI; OPID 30969; MMS Seg#12255	Crude Oil	8
(b) (7)(F)	Natural Gas	36
Destin SegII, VK900 - MP260; OPID 31088; MMS Seg#11935	Natural Gas	24
Destin Seg II-1, MP283-MP279 SSTI; OPID 31088	Natural Gas	12
Destin SegII-2, MP281-MP281 SSTI; OPID 31088; MMS Seg#12082	Natural Gas	20
Destin Seg II-4, VK989 - VK900 SSTI; OPID 31088	Natural Gas	16
(b) (7)(F)	Natural Gas	36
(b) (7)(F)	Natural Gas	36
(b) (7)(F)	Natural Gas	36
Destin TranscoMS - SNGMS	Natural Gas	30
Destin SNGMS - Tennessee Rose Hill	Natural Gas	16

FIGURE 1-3 - Gulf Region Response Plan INFORMATION SUMMARY, CONTINUED

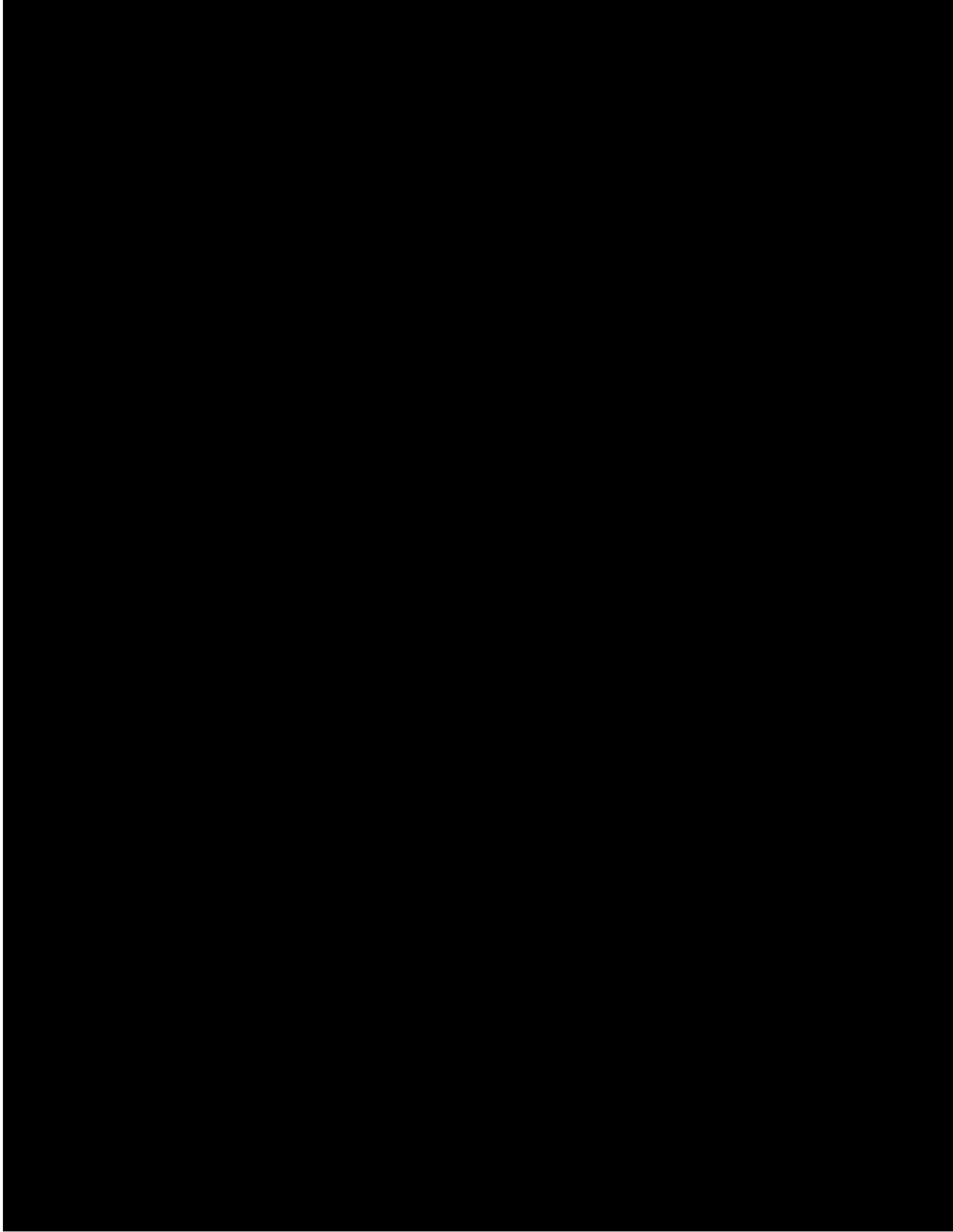
Line Sections/ Products Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)	Section	Product	Diameter
	(b) (7)(F)	Natural Gas	16
	Nippon Injection Line, MP226-MP260	Natural Gas	8
	Okeanos, Nakika MC474 - Destin MP260; OPID 31189; MMS Seg# 13591	Natural gas	20/24
	Okeanos Thunderhorse Lateral MC778 - MC428 SSTI; OPID 31189; MMS Seg#13632	Natural Gas	20
	Cleopatra GC645A Holstein - SS332A Manta Ray, OPID 31189; MMS Seg# 13676	Natural Gas	16/20
	Cleopatra Mad Dog Spur GC782 Mad Dog - GC603SSTI; OPID 31189; MMS Seg#13673	Natural Gas	16
	Cesar GC645 Holstein - SS332B Cesar; OPID	Crude	

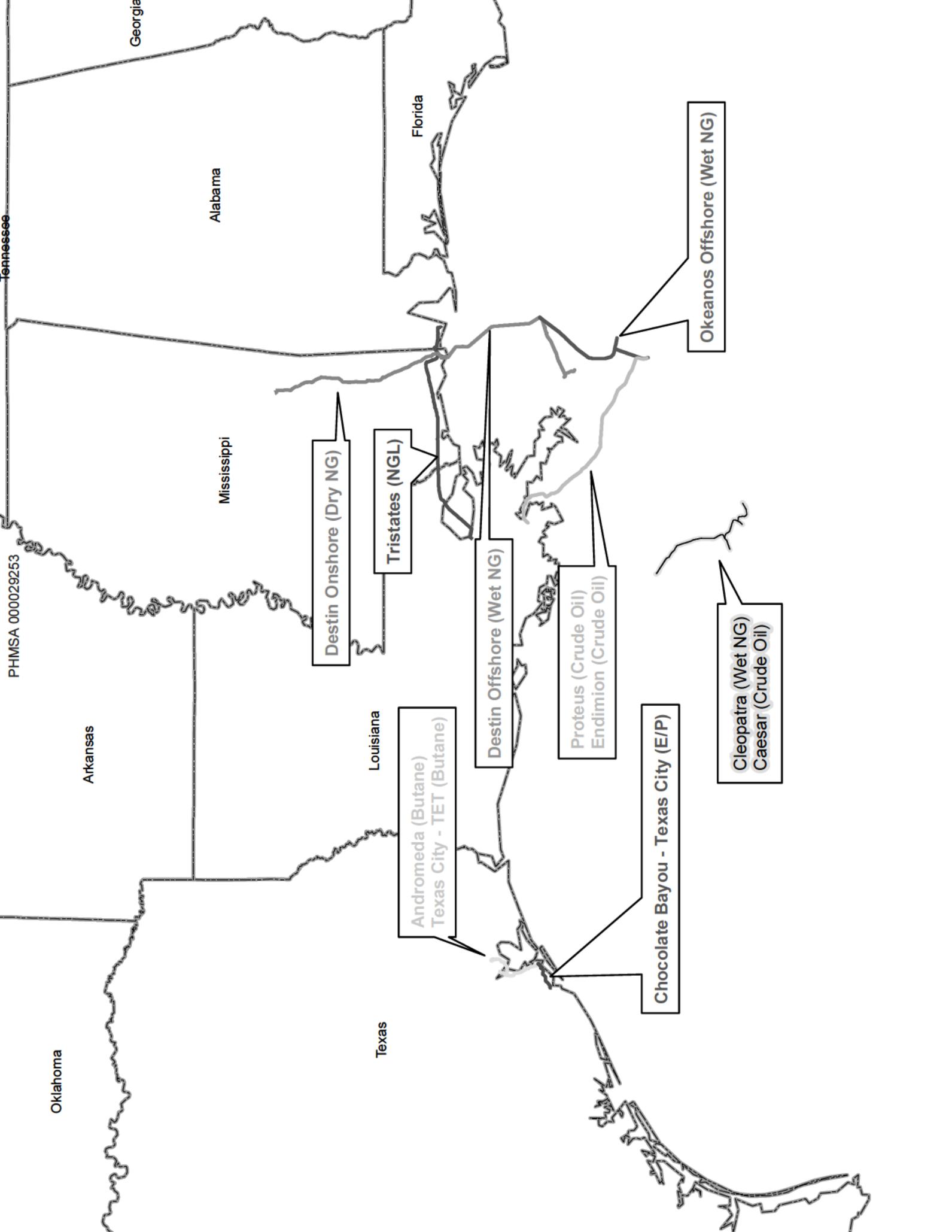
	31189; MMS Seg#13677	Oil	24/28
	Cesar Mad Dog Spur GC782 Mad Dog - GC603 24"SSTI; OPID 31189; MMS Seg#13674	Crude Oil	24
	Proteus Thunder Horse MC778A - SP89E; OPID 31189; MMS Seg#13633	Crude Oil	28
	Endymion - SP89E to GI 18F/S; OPID 31189; MMS Seg#13534	Crude Oil	30
	Endymion GI 19 - Clovelly (LOOP); OPID 31189	Crude Oil	30
	Cesar Atlantis Lateral GC787B Atlantis - GC739SSTI; OPID 31189; MMS Seg# 14007	Crude Oil	24
	Atlantis Lateral GC787 Atlantis - GC739SSTI; OPID 31189; MMS Seg# 14008	Natural Gas	16

FIGURE 1-3 - Gulf Region Response Plan INFORMATION SUMMARY, CONTINUED

<b>PHMSA #:</b>	BPG0
<b>Description of Zone:</b>	The pipeline carries refined oil (including Butane, Crude Oil, Natural Gas, Natural Gas Liquids , Propane) in the areas shown in <b>FIGURE 1-4</b> and <b>FIGURE 1-5</b>
<b>Response Zone Consists of the Following Counties:</b>	Mobile (Alabama); East Baton Rouge, Jefferson, Lafourche, Plaquemines, St.Bernard, St.Charles & St. Tammany Parishes (Louisiana); Hancock, Harrison, Jackson & Jefferson Counties(Mississippi); Harris, Brazoria, Galveston, Chambers, Jefferson (Texas)
<b>Worst Case Discharge:</b>	(b) (7)(F)
<b>Alignment Maps (Piping, Plan Profiles):</b>	Maintained at: MPOG, Proteus, Endymion, Caesar and Cleopatra are in Houma. Tri-States, Okeanos, and Destin are in Moss Point.
<b>Spill Detection and Mitigation Procedures:</b>	Refer to <b>SECTION 2</b> and <b>APPENDIX C</b> .
<b>Statement of Significant and Substantial Harm:</b>	The response zones in this system all contain pipelines greater than 6 5/8 inches and are longer than ten miles. At least one section of pipeline in each response zone crosses a major waterway or comes within five miles of a public drinking water intake. Therefore, in accordance with 49 CFR 194.103(c), each entire response zone described in this Plan will be treated as if expected to cause significant and substantial harm.
<b>Date Prepared:</b>	

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





PHMSA 000029253

Georgia

Alabama

Florida

Mississippi

Arkansas

Louisiana

Texas

Oklahoma

Destin Onshore (Dry NG)

Tristates (NGL)

Destin Offshore (Wet NG)

Proteus (Crude Oil)  
Endimion (Crude Oil)

Andromeda (Butane)  
Texas City - TET (Butane)

Chocolate Bayou - Texas City (E/P)

Cleopatra (Wet NG)  
Caesar (Crude Oil)

Okeanos Offshore (Wet NG)

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

### FIGURE 1-4 - PIPELINE SYSTEM OVERVIEW MAP

[Click here to view](#)

### FIGURE 1-5 - Gulf Region Response Plan MAP

[Click here to view](#)

## 1.1 PURPOSE / SCOPE OF PLAN

The purpose of this Spill Response Plan (Plan) is to provide guidelines to quickly, safely, and effectively respond to a spill from the Gulf Region Response Plan. The pipelines within this zone are owned by and operated by BP Pipelines (North America), Inc.. This Plan contains prioritized procedures for Facility personnel to mitigate or prevent any discharge resulting from in-facility operations, including hazardous waste. A copy of the "Hazardous Waste Contingency Plan" can be found in the Additional Information Appendix. Also, guidelines for waste management can be found in **SECTION 7.3**.

For more information on this plan, contact your supervisor, Regional Emergency Response and Crisis Management Coordinator.

This Plan is intended to satisfy the requirements of the Oil Pollution Act of 1990 (OPA 90), and certifies [49 CFR 194.107(b)] that it has been prepared in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plans (ACP), EPA Region VI Regional Integrated Contingency Plan. Specifically, this Plan is intended to satisfy:

- Pipeline and Hazardous Materials Safety Administration (PHMSA) U.S. Department of Transportation requirements for an OPA 90 Plan (49 CFR 194).
- Pipeline and Hazardous Materials Safety Administration (PHMSA) U.S. Department of Transportation requirements for Transportation of Natural Gas and other Gas By Pipeline (49 CFR 192.615).
- Pipeline and Hazardous Materials Safety Administration (PHMSA) U.S. Department of Transportation requirements for Transportation of Hazardous Liquids By Pipeline (49 CFR 195.402 (e)).
  - This manual addresses the requirement for responding to emergencies. Separate manuals have been prepared to cover normal operations, maintenance activities and abnormal operations.
- Occupational Safety and Health Administration (OSHA) requirements for Emergency Response Plan (ERP) (29 CFR 1910.120 (1)(2)) and Emergency Action Plan (ERP) (29 CFR 1910.38 (a)(2)).

## 1.2 PLAN REVIEW AND UPDATE PROCEDURE

In accordance with 49 CFR Part 194.121, this Plan will be reviewed annually and modified to address new or different operating conditions or information included in the Plan. Upon review of the response plan for each five-year period, revisions will be submitted to PHMSA provided the changes to the current plan are needed, or a letter stating that the plan is still current. In the event the Company experiences a Worst Case Discharge, the effectiveness of the plan will be evaluated and updated as necessary. If a new or different operating condition or information would substantially effect the implementation of the Plan, the Company will modify the Plan to address such a change and, within 30 days of making such a change, submit the change to PHMSA. Examples of changes in operating conditions that would cause a significant change to the Plan include:

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

All requests for changes must be made through the District Health, Safety, and Environmental Coordinator, DOT Coordinator, and HSSE District Coordinator.

## 1.3 CERTIFICATION OF ADEQUATE RESOURCES

# CERTIFICATION

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

BP Pipelines (North America), Inc., Gulf Region Response Plan

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

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

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

## 1.4 MANAGEMENT OF CHANGE REQUEST FORM

FIGURE 1.4-1 - MANAGEMENT OF CHANGE REQUEST FORM

MANAGEMENT OF CHANGE AUTHORIZATION					
<b>Facility / Location:</b>			<b>MOC Number:</b>		
<b>Equip ID / Unit No.:</b>			<b>Line Segment:</b>	From:	To:
<b>Type of Change:</b>	<input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary	<b>Time Period:</b>	From:	To:
<b>Change Requested by (Originator):</b>			Date Initiated:		
<b>Basis / Description of Change:</b>					
<b>MOC Process Leader Assigned:</b>					
<b>MOC Category:</b> (check all that apply)	<input type="checkbox"/> Mechanical MOC	<input type="checkbox"/> Technical MOC	<input type="checkbox"/> Procedural MOC	<input type="checkbox"/> Organizational MOC	
<b>REVIEWERS (by Functional Area)</b>	<b>Person Contacted</b>	<b>OK</b>	<b>Reject Date</b>	<b>Comments</b>	
Engineering / S&II / ROW Health, Safety & Environment / DOT					
Field Operations - CORE					
Operations - Tulsa Control Center					
Maintenance - CORE					
Maintenance - SWAT					
Other (Legal, Management, etc.)					
<b>Pre-Implementation Tasks</b>					<b>Date Completed</b>
CVP / ACP Checklist Completed:			<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
Hazard Analysis Performed (PHA, HAZOP) & Items Resolved:			<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
Impact on Public Health & Safety: Hazard Analysis Items Resolved:			<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	

Other: Impact on Public Health & Safety:		<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>Project Rejected:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, reason:			
<b>Implementation of Change authorized by:</b> (BP Amoco Supervisor)			
Date:			
Post-Implementation Tasks			Date Completed
Operation & Maintenance Procedures Updated:	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
Communication to Affected Parties Completed:	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
Training Completed and Documented:	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
Safety Start-up Review Completed:	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
Update Drawings / Documentation:		By When:	
Additional Forms or Support Comments:	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Number of Forms:
<b>OFFICE of RECORD:</b>			
<b>LOCATION:</b>			

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

MANAGEMENT OF CHANGE AUTHORIZATION, CONTINUED
<b>MOC Form Completion Guidelines:</b>
Facility/Location: Identify where the change is to be made (e.g. electrical substation, Manhattan).
MOC Number: Use the MAXIMO Location Code (if applicable) + year + sequential number, or, Site Name + year + sequential number.
Equipment Identifier / Unit No: if applicable.
Line Segment: if applicable. Specify section of line.
Type of Change: Note if the change will be permanent or temporary. If a temporary change, identify the time frame.
Change Requested by: Identify the Originator suggesting the change and the <u>date</u> initiated.
Basis / Description of Change: Describe the proposed change.
MOC Process Leader Assigned: Assigned by Manager / Supervisor once the change is conceptually approved.
MOC Category: Refer to Appendix B for guidance. Check all applicable categories.
Reviewers (by Functional Area): Identify who was contacted regarding the change. Contact/approval can be done by phone, e-mail, memo, meetings, etc. Attach pertinent documentation of reviewer approval to MOC form, if applicable. Other can include contacting the Law Dept., HR, Management, Union, etc.
Pre-Implementation Tasks: To be completed, if applicable, prior to the change.
Project Rejected: If yes, describe the reason.
Implementation Authorized: Signature of Supervisor and dated.
Post-Implementation Tasks: To be completed during and following implementation of the change. MOC Process Leader is responsible to ensure closure of post-implementation tasks.
Office of Record: Keep the MOC form <u>at the Office of Record for the site</u> where the change

was implemented including unmanned locations.

Location: City, State.

## 1.5 AGENCY SUBMITTAL / APPROVAL LETTERS

**[Click here to view PHMSA letter 10/19/2007](#)**

**[Click here to view PHMSA QI Update Submittal 05/26/2010](#)**

**[Click here to view PHMSA Questionnaire June 2010](#)**

**[Click here to view PHMSA Re-Submittal Letter 08/24/2011](#)**

**[Click here to view PHMSA QI Update Submittal 11/11/2013](#)**



**BP Pipelines (North America), Inc.**

28100 Torch Parkway  
Warrenville, IL 60555  
(office) 630-836-3494  
(fax) 630-836-3582

October 19, 2007

Melanie Barber  
U.S. Department of Transportation  
Office of Pipeline Safety  
1200 New Jersey Avenue, S.E.  
Room 22-210  
Washington, D.C. 20590

**RE: BP Facility Response Plan Revisions**

Dear Ms Barber:

We hereby submit two (2) electronic copies each for the response plans listed below that include the current operated assets:

1129 Southern & Offshore Business District – Is now called Gulf Coast Business District  
New PHMSA # needed - Gulf of Mexico Business District which consists of assets from the old Southern & Offshore Business District  
199 Cincinnati Area - Has been renamed the Ohio Business District including all Ohio operated assets  
200 Cleveland Area – Current operated assets moved to the Ohio Business District  
202 Toledo Area – Current operated assets moved to the Ohio Business District  
1134 Southwest Business District – Has been divested with the exception of two assets moved to the Mid Continent Business District

Other plan changes include Qualified Individual changes, worst-case discharge volume changes and response zone changes.

If you have any questions regarding these submittals, please contact me at 630-836-3498.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Knanishu", written in a cursive style.

Robert Knanishu  
DOT Team Lead

**Facility Response Plan Review**

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

---

**OPS Sequence Number:** BPG0**Facility Response Plan Version Date:**

June 2010

**Pipeline Operator Name:**

BP Pipelines (North America), Inc. – Gulf Of Mexico

**Contact Name:**

Mark Buteau

**Contact Office, Fax, and Cellular Telephone Numbers:**

(337) 735-5303 office, (337) 654-1184 Cell

**Contact Mailing Address:**

3861 Ambassador Caffery Blvd.

Mail Code 328

Lafayette, LA 70503

**Contact Electronic Mail Address:**

buteaump@bp.com

**If different from the Contact Name, Facility Response Plan Author Name:**

Greg Desmond

**Facility Response Plan Author Office, Fax, and Cellular Phone Numbers:**

281-955-9600 ext 115 (Office)

**Facility Response Plan Author Mailing Address:**

9720 Cypresswood Drive Suite 340

Houston, TX 77070

**Facility Response Plan Author Electronic Mail Address:**

gdesmond@trpcorp.com

**Date of Review:**

June 2010

**National Contingency Plan and Area Contingency Plan Certifications**

**For Sequence Number: BPG0**

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1. A. Has the operator reviewed the National Contingency Plan (NCP) and each applicable Area Contingency Plan (ACP)? B. Does the Facility Response Plan follow the Area Contingency Plans? C. Please list the names of the Area Contingency Plans and the pages in the Facility Response Plan that relate to the Area Contingency Plans. (49 CFR 194.107(b)) **Yes, the operator has reviewed the National Contingency Plan (NCP) and applicable Area Contingency Plan (ACP). The Facility Response Plan also follows the Area Contingency Plans, EPA Region VI Regional Integrated Contingency Plan. A list of the Area Contingency Plans can be found in the Facility Response Plan in Section 1.1 on page 10.**

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

Comment:

Recommendation:

**Plan Information Summary**  
**For Sequence Number: BPG0**

---

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

- The Operator Name, Street Address, City, State, and Zip Code **Yes, the Operator Name, Street Address, City, State, and Zip Code can be found in the Facility Response Plan in Figure 1-3 on page 4.**

A list of response zones that meet the criteria for significant and substantial harm (49 CFR 194.113(a)(2)) and a list of response zones in which a worst-case discharge could cause substantial harm **Yes, a list of response zones that meet the criteria for significant and substantial harm (49 CFR 194.113(a)(2)) and a list of response zones in which a worst-case discharge could cause substantial harm can be found in the Facility Response Plan in Figure 1-3 on page 7.**

The basis for the operator's determination that the response zone meets the criteria for significant and substantial harm and a statement that a worst-case discharge in the response zone can be expected to cause significant and substantial harm for each response zone. **Yes, the basis for the operator's determination that the response zone meets the criteria for significant and substantial harm and a statement that a worst-case discharge in the response zone can be expected to cause significant and substantial harm for each response zone can be found in the Facility Response Plan in Figure 1-3 on page 7.**

Description of each response zone, including the County(s) or Parish(es) and State(s) **Yes, a description of the each response zone, including the County(s) or Parish(es) and State(s) can be found in the Facility Response Plan in Figure 1-3 on page 7.**

Explanation for each response zone designation **Yes an explanation for each response zone designation can be found in the Facility Response Plan in Figure 1-3 on page 7.**

- Name(s), title(s), and office and cellular telephone number(s) for the Qualified Individual(s) twenty-four hours a day in each response zone. **Yes, the name(s), title(s), and office and cellular telephone number(s) for the Qualified Individual(s) twenty-four hours a day in each response zone can be found in the Facility Response Plan in Figure 1-3 on page 4.**
- Name(s), title(s), and office and cellular telephone number(s) for the Alternate Qualified Individual(s) twenty-four hours a day in each response zone **Yes, the name(s), title(s), and office and cellular telephone number(s) for the Alternate Qualified Individual(s) twenty-four hours a day in each response zone can be found in Figure 1-3 on page 4.**

- List of line sections in each response zone by milepost, survey station number, or other operator designation **Yes, a list of line sections in each response zone by milepost, survey station number, or other operator designation can be found in the Facility Response Plan in Figure 1-3 on pages 5 and 6.**
- If any response zone contains multiple pipeline systems, all pipeline systems are described and the oils they transport are listed **Yes, the response zone contains multiple systems. Refer to the Facility Response Plan in Figure 1-3 on pages 5 and 6.**
- The type of oil and the volume of the worst-case discharge in each response zone? **Yes, the type of oil and the volume of the worst-case discharge in each response zone can be found in the Facility Response Plan in Figure 1-3 on page 7.**

Page Reference: **Figure 1-3 - Gulf of Mexico Business District Information Summary**

Comment:

Recommendation:

**Notifications**  
**For Sequence Number: BPG0**

---

**3.1** What person, position, or facility is responsible for starting immediate notification? (49 CFR 194.107(c)(1)(ii)) Please list the person's, position's, or facility's mailing and electronic mail addresses and office, fax, and cellular telephone information. **Yes, the person, position, or facility that is responsible for starting immediate notification, including mailing and electronic mail addresses and office, fax, and cellular telephone information can be found in the Facility Response Plan in Figure 1-3 on page 4 and in Section 3.1 on page 2.**

Page Reference: **Figure 1-3 – Gulf of Mexico Business District Information Summary and Section 3.1 Emergency Information and Notification Procedures**

Comment:

Recommendation:

**3.2** Is the person, position, or facility capable of starting immediate notification twenty-four hours a day, three hundred sixty-five days a year? (49 CFR 194.107(c)(1)(ii)) Please describe your immediate notification plan. **Yes, the person, position, or facility is capable of starting immediate notification twenty-four hours a day, three hundred sixty-five days a year. Refer to the Facility Response Plan in Section 3.1 on page 2 and in Figure 3.1-4 on pages 9 through 11 for a description of the immediate notification plan.**

Page Reference: **Section 3.1 Emergency Information and Notification Procedures and Figure 3.1-4 - Notifications and Telephone Numbers**

Comment:

Recommendation:

**3.3** Do the Facility Response Plan notification procedures include telephone numbers so that the qualified individual(s) and oil spill removal organization(s) can be reached twenty-four hours a day, three hundred sixty-five days a year? (49 CFR 194.107(b)(1) and (2), 194.107(c)(1)(ii) and 194.113(b)(2)) **Yes, the Facility Response Plan notification procedures include telephone numbers so that the qualified individual(s) and oil spill removal organization(s) can be reached twenty-four hours a day, three hundred sixty-five days a year. Refer to the Facility Response Plan in Figure 3.1-4 on pages 9 through 11, 13 and 14 and in Figure B.1-2 on page 6.**

- Qualified Individual(s)? : **Yes, qualified individual(s) information can be found in the Facility Response Plan in Figure 3.1-4 on pages 9 through 11.**
- Oil Spill Removal Organization(s)? : **Yes, Oil Spill Removal Organization(s) can be found in the Facility Response Plan in Figure 3.1-4 on pages 13 and 14 and in Figure B.1-2 on page 6.**

- Are the National Response Center numbers correctly listed as 1-800-424-8802 and 202-267-2675 in the plan? : **Yes, the National Response Center numbers are correctly listed as 1-800-424-8802 and 202-267-2675 in the Facility Response Plan. Refer to the Facility Response Plan in Figure 3.1-4 on page 12.**
- Company personnel? : **Yes, Company personnel information can be found in the Facility Response Plan in Figure 3.1-4 on pages 9 through 11.**

Page Reference: **Figure 3.1-4 - Notifications and Telephone Numbers and Figure B.1-2 - Emergency Response Contractors**

Comment:

Recommendation:

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

- Name of pipeline operator? : **Yes, the name of the pipeline operator can be found in the Facility Response Plan in Figure 3.1-2 on page 4.**
- Time of discharge? : **Yes, the time of discharge can be found in the Facility Response Plan in Figure 3.1-2 on page 4.**
- Location of discharge? : **Yes, the location of discharge can be found in the Facility Response Plan in Figure 3.1-2 on page 4.**
- Name of oil involved? : **Yes, the name of the oil involved can be found in the Facility Response Plan in Figure 3.1-2 on page 4.**
- Reason for discharge? : **Yes, the reason for discharge can be found in the Facility Response Plan in Figure 3.1-2 on page 4.**
- Estimated volume of oil discharged? : **Yes, the estimated volume of oil discharged can be found in the Facility Response Plan in Figure 3.1-2 on page 4.**
- Weather conditions on scene? : **Yes, the weather conditions on scene can be found in the Facility Response Plan in Figure 3.1-2 on page 4.**

Page Reference: **Figure 3.1-2 - Initial Incident Report Form**

Comment:

Recommendation:

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

- Name(s)? : **Yes, the Facility Response Plan provides the name(s) of the operator's oil spill removal organization(s) in Section B.1.1 on pages 2 through 4.**
- Address(es)? : **Yes, the Facility Response Plan provides the address(es) of the operator's oil spill removal organization(s) in Section B.1.1 on pages 2 through 4.**
- Telephone Number(s)? : **Yes, the Facility Response Plan provides the telephone number(s) of the operator's oil spill removal organization(s) in Figure 3.1-4 on pages 13 and 14.**

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

Comment:

Recommendation:

## Spill Detection and Mitigation Procedures For Sequence Number: BPG0

---

- 4.1** Does the Facility Response Plan contain procedures to name and mitigate or prevent a substantial threat of a worst-case discharge? (49 CFR 194.107(a) and (b)(2)(i)) **Yes, the Facility Response Plan contains procedures to name and mitigate or prevent a substantial threat of a worst-case discharge in Section C.2 on pages 7 and 8.**

Page Reference: **Appendix C.2 Worst Case Discharge (WCD) Scenario**

Comment:

Recommendation:

- 4.2** Does the Facility Response Plan name personnel, equipment, and procedures for detecting leaks and spills and locating spills throughout the response zone? (49 CFR 194.107(c)(1)(iii)): **Yes, the Facility Response Plan names personnel, equipment, and procedures for detecting leaks and spills and locating spills throughout the response zone in Section 2.1.1 on page 10 and in Section C.1 on pages 2 through 6.**

Page Reference: **Section 2.1.1 Spill Detection and Mitigation Procedures and Appendix C.1 Spill Detection/Prevention**

Comment:

Recommendation:

- 4.3** Does the Facility Response Plan name the maximum time to detect the spill and shut down flow in affected pipeline(s) in bad weather? (49 CFR 194.105(b)(1)): **Yes, the Facility Response Plan names the maximum time to detect the spill and shut down flow in affected pipeline(s) in bad weather in Section C.4 on pages 10 through 12.**

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

Comment:

Recommendation:

**4.4** Does the Facility Response Plan have procedures to mitigate spills appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(2)(i), and (c)(1)(iii) and (v)) **Yes, the Facility Response Plan has procedures to mitigate spills appropriate for the response zone(s) and is consistent with applicable Area Contingency Plan(s). Refer to the Facility Response Plan in Section 2.1.1 on page 10 and in Section C.1 on pages 2 through 6.**

Page Reference: **Section 2.1.1 Spill Detection and Mitigation Procedures and Appendix C.1 Spill Detection/Prevention**

Comment:

Recommendation:

**Spill Containment**  
**For Sequence Number: BPG0**

---

**5.1** Does the Facility Response Plan name spill containment strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v)) **Yes, the Facility Response Plan names spill containment strategies appropriate for the response zone(s) and it is consistent with applicable Area Contingency Plans. Refer to the Facility Response Plan in Section 6.2 on pages 2 through 6.**

Page Reference: **Section 6.2 Spill Containment / Recovery**

Comment:

Recommendation:

**5.2** Can planned spill containment activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **Yes, planned spill containment activities can be accomplished within the appropriate tier times. Refer to the Facility Response Plan in Section 6.2 on pages 2 through 6, in Section 7.1.2 on page 4, and in Section B.1.1 on pages 2 through 4.**

Page Reference: **Section 6.2 Spill Containment / Recovery, Section 7.1.2 Response Equipment Inspection and Maintenance, and Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**5.3** Are containment equipment capacities described in sufficient detail and does the Facility Response Plan identify enough spill containment equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **Yes, containment equipment capacities are described in sufficient detail and the Facility Response Plan identifies enough spill containment equipment to respond to a worst-case discharge to the maximum extent practicable. Refer to the Facility Response Plan in Section 7.1.1 on page 2, in Figure 7.1-1 on page 3, and in Section B on pages 1 through 6.**

Page Reference: **Section 7.1.1 Response Equipment, Figure 7.1-1 - Regional Company and Response Contractor's Equipment List / Response Time, and Appendix B Contractor Response Equipment**

Comment:

Recommendation:

**Spill Recovery**  
**For Sequence Number: BPG0**

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**6.1** Does the Facility Response Plan identify the spill recovery strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (iv), and (c)(1)(v)): **Yes, the Facility Response Plan identifies the spill recovery strategies appropriate for the response zone(s) and is consistent with applicable Area Contingency Plan(s), EPA Region VI Regional Integrated Contingency Plan. Refer to the Facility Response Plan in Section 6.2 on pages 2 through 6.**

Page Reference: **Section 6.2 Spill Containment / Recovery**

Comment:

Recommendation:

**6.2** Can planned spill recovery activities be accomplished within the appropriate tier times?  
**5.4** (49 CFR 194.107(b)(2)(i) and(c)(1)(v), and 194.115) **Yes, planned spill recovery activities can be accomplished within the appropriate tier times. Refer to the Facility Response Plan in Section 6.2 on pages 2 through 6, in Section 7.1.2 on page 4, and in Section B.1.1 on pages 2 through 4.**

Page Reference: **Section 6.2 Spill Containment / Recovery, Section 7.1.2 Response Equipment Inspection and Maintenance, and Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**6.3** Are recovery equipment capacities described in sufficient detail and does the Facility Response Plan identify sufficient spill recovery equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **Yes, recovery equipment capacities are described in sufficient detail and the Facility Response Plan identifies sufficient spill recovery equipment to respond to a worst-case discharge to the maximum extent practicable. Refer to the Facility Response Plan in Section 7.1.1 on page 2, in Figure 7.1-1 on page 3, and in Section B on pages 1 through 6.**

Page Reference: **Section 7.1.1 Response Equipment, Figure 7.1-1 - Regional Company and Response Contractor's Equipment List / Response Time, and Appendix B Contractor Response Equipment**

Comment:

Recommendation:

**Disposal**  
**For Sequence Number: BPG0**

---

**7.1** Does the Facility Response Plan identify disposal procedures, including temporary storage equipment for recovered oil appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v)) **Yes, the Facility Response Plan identifies disposal procedures, including temporary storage equipment for recovered oil appropriate for the response zone and is consistent with applicable Area Contingency Plans. Refer to the Facility Response Plan in Section 5.5 on pages 39 through 40 and in Section 7.3 on pages 9 through 12.**

Page Reference: **Section 5.5 Disposal Plan** and **Section 7.3 Waste Management**

Comment:

Recommendation:

**7.2** Can planned temporary storage and waste disposal activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **Yes, planned temporary storage and waste disposal activities can be accomplished within the appropriate tier times. Refer to the Facility Response Plan in Section 7.3 on pages 9 through 12 and in Section B.1.1 on pages 2 through 4.**

Page Reference: **Section 7.3 Waste Management** and **Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**7.3** Does the Facility Response Plan identify sufficient temporary storage capabilities to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **Yes, the Facility Response Plan identifies sufficient temporary storage capabilities to respond to a worst-case discharge to the maximum extent practicable in Figure 7.3-3 on page 12.**

Page Reference: **Figure 7.3-3 - Temporary Storage Methods**

Comment:

Recommendation:

**Sensitive Area Protection**  
**For Sequence Number: BPG0**

---

**8.1** Does the Facility Response Plan identify the protection strategies appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (ii), and (c)(1)(v)) **Yes, the Facility Response Plan identifies the protection strategies appropriate for the response zone and is consistent with applicable Area Contingency Plans in Section 6.3 on pages 7 through 12 and in Section 6.4 on pages 13 through 15.**

Page Reference: **Section 6.3 Sensitive Area Protection and Section 6.4 Alternative Response Strategies**

Comment:

Recommendation:

**8.2** Can planned protection activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **Yes, planned protection activities can be accomplished within the appropriate tier times. Refer to the Facility Response Plan in Section 6.3 on pages 7 through 12, in Section 6.4 on pages 13 through 15, in Section 7.1.2 on page 4, and in Section B.1.1 on pages 2 through 4.**

Page Reference: **Section 6.3 Sensitive Area Protection, Section 6.4 Alternative Response Strategies, Section 7.1.2 Response Equipment Inspection and Maintenance, and Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**Response Management**  
**For Sequence Number: BPG0**

---

**9.1** Is the response management system described in the Facility Response Plan based on an Incident Command System? (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3)) **Yes, the response management system described in the Facility Response Plan is based on an Incident Command System. Refer to the Facility Response Plan in Figure 3.1-4 on pages 9 through 14 and in Section 4.2 on page 5.**

Page Reference: **Figure 3.1-4 - Notifications and Telephone Numbers and Section 4.2 Activation Procedures**

Comment:

Recommendation:

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

- **Qualified Individual? : Yes, the roles and responsibilities for the Qualified Individual are described in the Facility Response Plan in Section 4.5 on pages 5 through 8.**
- **Other operator response personnel including the spill management team? : Yes, the roles and responsibilities for other operator response personnel including the spill management team, are described in the Facility Response Plan in Section 4.6 on pages 9 through 18.**
- **Contracted Oil Spill Removal Organization(s)? : Yes, the roles and responsibilities for contracted Oil Spill Removal Organization(s) are described in the Facility Response Plan in Section B on pages 1 through 6.**

Page Reference: **Section 4.5 Qualified Individual (QI), Section 4.6 Incident Management Team (IMT) Job Description Checklists, and Appendix B Contractor Response Equipment**

Comment:

Recommendation:

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

- Oil Spill Removal Organization(s)? : **Yes, a description of how the operator works with the Unified Command and with responders, including Oil Spill Removal Organization(s), are described in the Facility Response Plan in Section 4.1.1 on page 2.**
- State and Local responders? : **Yes, a description of how the operator works with the Unified Command and with responders, including State and Local responders, are described in the Facility Response Plan in Section 4.4 on page 5 and in Section 4.6 on page 10.**
- Federal On-Scene Coordinator? : **Yes, a description of how the operator works with the Unified Command and with responders, including Federal On-Scene Coordinator, are described in the Facility Response Plan in Section 4.4 on page 5 and in Section 4.6 on page 10.**

Page Reference: **Section 4.1.1 Facility Response Team, Section 4.4 Incident Command System / Unified Command, and Section 4.6 Incident Management Team (IMT) Job Description Checklists**

Comment:

Recommendation:

**Communications, Response Equipment and Transportation**  
**For Sequence Number: BPG0**

---

**10.1** Does the Facility Response Plan describe appropriate communications procedures and system(s) adequate for notifications and response operations? (49 CFR 194.107(c)(1)(ii) and (v)) **Yes, the Facility Response Plan describes appropriate communications procedures and system(s) adequate for notifications and response operations in Section 7.1.6 on pages 6 through 7.**

Page Reference: **Section 7.1.6 Communications Plan**

Comment:

Recommendation:

**10.2** Does the Facility Response Plan identify response equipment that the operator owns and maintains? (49 CFR 194.107(c)(1)(v) and 194.115(a)) **Yes, the Facility Response Plan identifies response equipment that the operator owns and maintains in Section 7.1.1 on page 2.**

Page Reference: **Section 7.1.1 Response Equipment**

Comment:

Recommendation:

**10.3** Does the Facility Response Plan describe procedures for maintaining response equipment the operator owns? (49 CFR 194.107(c)(1)(viii)) **Yes, the Facility Response Plan describes procedures for maintaining response equipment the operator owns in Section 7.1.2 on page 4.**

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

Comment:

Recommendation

**10.4** Does the Facility Response Plan identify Oil Spill Removal Organization(s)' response equipment when the U.S. Coast Guard has not classified the Oil Spill Removal Organization? (49 CFR 194.107(c)(1)(v) and 194.115(a)) **Yes, the Facility Response Plan identifies Oil Spill Removal Organization(s)' response equipment when the U.S. Coast Guard has not classified the Oil Spill Removal Organization in Section B.1.1 on page 4, in Figure B.1-1 on page 5, and in Figure 7.1-1 on page 3.**

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

Comment:

Recommendation:

**10.5** Does the Facility Response Plan describe procedures for maintaining Oil Spill Removal Organization(s)' response equipment when the U.S. Coast Guard has not classified the Oil Spill Removal Organization? (49 CFR 194.107(c)(1)(viii)) **Yes, the Facility Response Plan describes procedures for maintaining Oil Spill Removal Organization(s)' response equipment when the U.S. Coast Guard has not classified the Oil Spill Removal Organization in Figure A.1-2 on page 4.**

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

Comment:

Recommendation:

**10.6** Does the Facility Response Plan identify location(s) for operator-owned and Oil Spill Removal Organization-owned response equipment? (49 CFR 194.115(b)) **Yes, the Facility Response Plan identifies location(s) for operator-owned and Oil Spill Removal Organization-owned response equipment in Section 7.1.1 on page 2 and in Section B on pages 1 through 6.**

Page Reference: **Section 7.1.1 Response Equipment and Appendix B Contractor Response Equipment**

Comment:

Recommendation:

**10.7** Does the Facility Response Plan describe mobilizing and deploying response equipment within the appropriate tier times consistent with the plan's response activities? (49 CFR 194.107(c)(1)(v) and 194.115(b)) **Yes, the Facility Response Plan describes mobilizing and deploying response equipment within the appropriate tier times consistent with the plan's response activities in Section 7.1.1 on page 2, in Section 7.1.2 on page 4, and in Section B.1.1 on pages 2 through 4.**

Page Reference: **Section 7.1.1 Response Equipment, Section 7.1.2 Response Equipment Inspection and Maintenance, and Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**10.8** Does the size of the response zone permit planned response activities, including equipment mobilization and deployment, within the appropriate tier times? (49 CFR 194.115(b)) **Yes, the size of the response zone permits planned response activities, including equipment mobilization and deployment, within the appropriate tier times. Refer to the Facility Response Plan in Section 7.1.1 on page 2 and in Section B.1.1 on pages 2 through 4.**

Page Reference: **Section 7.1.1 Response Equipment and Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**Response Personnel and Mobilization**  
**For Sequence Number: BPG0**

---

**11.1** Does the Facility Response Plan identify enough trained personnel to respond to the worst-case discharge consistent with the Plan's response activities? (49 CFR 194.107(a), (c)(1)(v), and (c)(3), 194.115, and 194.117): **Yes, the Facility Response Plan identifies enough trained personnel to respond to the worst-case discharge consistent with the Plan's response activities. Refer to the Facility Response Plan in Figure 3.1-4 on page 9 through 11 and in Section B on pages 1 through 6.**

Page Reference: **Figure 3.1-4 - Notifications and Telephone Numbers and Appendix B Contractor Response Equipment**

Comment:

Recommendation:

**11.2** Does the Facility Response Plan describe procedures for mobilizing and deploying response personnel throughout the response zone(s) consistent with the Plan's response activities? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115): **Yes, the Facility Response Plan describes procedures for mobilizing and deploying response personnel throughout the response zone(s) consistent with the Plan's response activities. Refer to the Facility Response Plan in Section 3.1 on page 2, in Figure 3.1-1 on page 3, in Section 4.2 on page 5, and in Figure 2-1 on pages 3 through 5.**

Page Reference: **Section 3.1 Emergency Information and Notification Procedures, Figure 3.1-1 - Emergency Notification Flow Chart, Section 4.2 Activation Procedures, and Figure 2-1 - Initial Response Action Guidelines**

Comment:

Recommendation:

**Response Documentation and Worst Case Discharge  
For Sequence Number: BPG0**

---

**12.1** Does the operator describe procedures the response management organization must use to document response decisions, activities, and costs? (49 CFR 194.107(c)(3)) **Yes, the operator describes procedures the response management organization must use to document response decisions, activities, and costs in the Facility Response Plan in Section 5.1 on page 2.**

Page Reference: **Section 5.1 Documentation Procedures**

Comment:

Recommendation:

**12.2** Does the Facility Response Plan provide the calculations and methodology used for determining the worst-case discharge for the response zone(s)? (49 CFR 194.105) **Yes, the Facility Response Plan provides the calculations and methodology used for determining the worst-case discharge for the response zone(s) in Section C.4 on pages 10 through 12.**

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

Comment:

Recommendation:

**12.3** Is the worst-case discharge volume calculated using the three specified methods in the Department of Transportation regulation? Are the calculations accurate and as prescribed? (49 CFR 194.105(b)) **Yes, the worst-case discharge volume is calculated using the three specified methods in the Department of Transportation regulation and the calculations are accurate and as prescribed. Refer to the Facility Response Plan in Section C.4 on pages 10 through 12.**

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

Comment:

Recommendation:

**Training: Program and Procedures**  
**For Sequence Number: BPG0**

---

**13.1** Does the Facility Response Plan describe a training program that teaches response personnel about the Plan and their responsibilities under the Plan? (49 CFR 194.107(b)(1)(ii), (c)(1)(vii) and (c)(3), and 194.117): **Yes, the Facility Response Plan describes a training program that teaches response personnel about the Plan and their responsibilities under the Plan in Section A.2 on pages 7 through 11.**

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

Comment:

Recommendation:

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

- Oil characteristics and hazards? : **Yes, the Facility Response Plan describes a training program that teaches response personnel about matters including oil characteristics and hazards in Figure A.2-2 on pages 8 through 10.**
- Conditions that are likely to worsen emergencies, including the consequences of facility malfunctions or failures and appropriate corrective actions? : **Yes, the Facility Response Plan describes a training program that teaches response personnel about matters including conditions that are likely to worsen emergencies, including the consequences of facility malfunctions or failures and appropriate corrective actions in Figure A.2-2 on pages 8 through 10.**
- Steps necessary to control an accidental discharge of oil? : **Yes, the Facility Response Plan describes a training program that teaches response personnel about matters including steps necessary to control an accidental discharge of oil in Figure A.2-2 on pages 8 through 10.**
- Steps necessary to minimize the potential for fire, explosion, or environmental damage? : **Yes, the Facility Response Plan describes a training program that teaches response personnel about matters including steps necessary to minimize the potential for fire, explosion, or environmental damage in Figure A.2-2 on pages 8 through 10.**
- Proper fire-fighting procedures and use of personal protective equipment? : **Yes, the Facility Response Plan describes a training program that teaches response personnel about matters including proper fire-fighting procedures and use of personal protective equipment in Figure A.2-2 on pages 8 through 10.**

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

Comment:

Recommendation:

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

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

Comment:

Recommendation:

**13.4** Does the Facility Response Plan describe the operator's procedures for maintaining records for response personnel? (49 CFR 194.117(b)) **Yes, the Facility Response Plan describes the operator's procedures for maintaining records for response personnel in Figure A.1-2 on page 4 and in Figure A.2-1 on page 7.**

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

Comment:

Recommendation:

**Spill Response Drill Program**  
**For Sequence Number: BPG0**

---

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

- Responsibility for planning, carrying out, and monitoring drills? : **Yes, the Facility Response Plan describes procedures for conducting internal and external drills that include responsibility for planning, carrying out, and monitoring drills in Section A.1 on page 2.**
- Announced drills? : **Yes, the Facility Response Plan describes procedures for conducting internal and external drills that include announced drills in Figure A.1-2 on page 4.**
- At least one unannounced internal drill? : **Yes, the Facility Response Plan describes procedures for conducting internal and external drills that include at least one unannounced internal drill in Figure A.1-2 on page 4.**
- Quarterly Qualified Individual notifications drills? : **Yes, the Facility Response Plan describes procedures for conducting internal and external drills that include quarterly Qualified Individual notifications drills in Figure A.1-2 on page 4.**
- Annual spill management team tabletop drills? : **Yes, the Facility Response Plan describes procedures for conducting internal and external drills that include annual spill management team tabletop drills in Figure A.1-2 on page 4.**
- Annual Oil Spill Removal Organization(s) equipment deployment drills of representative types and amounts of key equipment in the Facility Response Plan? : **Yes, the Facility Response Plan describes procedures for conducting internal and external drills that include annual Oil Spill Removal Organization(s) equipment deployment drills of representative types and amounts of key equipment in the Facility Response Plan in Figure A.1-2 on page 4.**
- At least one drill that tests the entire response plan for each response zone at least once every three years? : **Yes, the Facility Response Plan describes procedures for conducting internal and external drills that include at least one drill that tests the entire response plan for each response zone at least once every three years in Figure A.1-2 on page 4.**

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

Comment:

Recommendation:

**14.2** Does the Facility Response Plan describe a three-year drill and exercise cycle and the frequencies for each type of drill in that cycle? (49 CFR 194.107(c)(1)(ix)) **Yes, the Facility Response Plan describes a three-year drill and exercise cycle and the frequencies for each type of drill in that cycle in Section A.1 on page 2 and in Figure A.1-2 on page 4.**

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

Comment:

Recommendation:

**14.3** Does the Facility Response Plan describe procedures for maintaining drill documentation for three years? (49 CFR 194.107(c)(1)(ix)) **Yes, the Facility Response Plan describes procedures for maintaining drill documentation for three years in Figure A.1-2 on page 4.**

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

Comment:

Recommendation:

**Response Plan Maintenance**  
**For Sequence Number: BPG0**

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**15.1** Does the Facility Response Plan describe the requirements and procedures for the operator to (a) review the Facility Response Plans at least once every five years from the date the Office of Pipeline Safety approves the plan, (b) modify the Facility Response Plan to address new or different operating conditions or information in the Facility Response Plan, and (c) submit the plan for the Office of Pipeline Safety to review, require changes, and approve? (49 CFR 194.107(c)(1)(x) and 194.121(a)) **Yes, the Facility Response Plan describes the requirements and procedures for the operator to (a) review the Facility Response Plans at least once every five years from the date the Office of Pipeline Safety approves the plan, (b) modify the Facility Response Plan to address new or different operating conditions or information in the Facility Response Plan, and (c) submit the plan for the Office of Pipeline Safety to review, require changes, and approve in Section 1.2 on page 11.**

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

Comment:

Recommendation:

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

- New pipeline construction or purchase? : **Yes, the Facility Response Plan identifies key factors that may cause revisions to the response plan and requires the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including new pipeline construction or purchase in Section 1.2 on page 11.**
- Different worst-case discharge volume? : **Yes, the Facility Response Plan identifies key factors that may cause revisions to the response plan and requires the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including different worst-case discharge volume in Section 1.2 on page 11.**
- Change in commodities transported? : **Yes, the Facility Response Plan identifies key factors that may cause revisions to the response plan and requires the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including change in commodities transported in Section 1.2 on page 11.**
- Change in Oil Spill Removal Organization(s)? : **Yes, the Facility Response Plan identifies key factors that may cause revisions to the response plan and requires the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including change in Oil Spill Removal Organization(s) in Section 1.2 on page 11.**

- Change in Qualified Individual(s)? : **Yes, the Facility Response Plan identifies key factors that may cause revisions to the response plan and requires the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including change in Qualified Individual(s) in Section 1.2 on page 11.**
- Change in a National Contingency Plan or Area Contingency Plan that has a significant impact on the appropriateness of response equipment or response strategies? : **Yes, the Facility Response Plan identifies key factors that may cause revisions to the response plan and requires the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including change in a National Contingency Plan or Area Contingency Plan that has a significant impact on the appropriateness of response equipment or response strategies in Section 1.2 on page 11.**
- Change in response procedures? : **Yes, the Facility Response Plan identifies key factors that may cause revisions to the response plan and requires the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including change in response procedures in Section 1.2 on page 11.**

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

Comment:

Recommendation:

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

- Post-drill evaluation results? : **Yes, the Facility Response Plan describes procedures for incorporating improvements in post-drill evaluation results in Figure A.1-2 on page 4.**
- Post-incident evaluation results? : **Yes, the Facility Response Plan describes procedures for incorporating improvements in post-incident evaluation results in Section 8.3 on pages 4 through 7.**

Page Reference: **Figure A.1-2 - Exercise Requirements and Section 8.3 Post-Incident Review**

Comment:

Recommendation:

**National Contingency Plan and Area Contingency Plan Consistency  
and Concept of Operations  
For Sequence Number: BPG0**

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

Page Reference: **Entire Plan**

Comment:

Recommendation:

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

Page Reference: **Entire Plan**

Comment:

Recommendation:

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

Page Reference: **Entire Plan**

Comment:

Recommendation:



**BP Pipelines (North America), Inc.**

28100 Torch Parkway  
Warrenville, IL 60555  
(office) 630-836-3498  
(fax) 630-836-3582

May 26, 2010

Melanie Barber  
U.S. Department of Transportation  
Office of Pipeline Safety  
1200 New Jersey Avenue, S.E.  
Room 22-210  
Washington, D.C. 20590

**RE: BP Facility Response Plan Revisions**

Dear Ms Barber:

We hereby submit two (2) electronic copies each for the response plans listed below to address a change in Qualified Individual:

1129 Southern & Offshore Business District – Is now called Gulf Coast Business District  
New PHMSA # needed - Gulf of Mexico Business District which consists of assets from the old Southern & Offshore Business District

The specific Qualified Individual change was the removal of Mick Will and addition of Brian Miller.

If you have any questions regarding these submittals, please contact me at (281) 955-9600 or [gdesmond@trpcorpc.com](mailto:gdesmond@trpcorpc.com).

Sincerely,

A handwritten signature in cursive script that reads "Greg Desmond".

Greg Desmond  
Technical Response Planning Corp



QUALITY SERVICES SINCE 1995

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August 24, 2011

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

RE:

- PHMSA Sequence Number 1129 Gulf Coast Business District (Assets sold as of 9/1/2011 and the three lines that were retained have been added to the Gulf Region Response Plan)
- PHMSA Sequence Number BPG0 Gulf Region Response Plan (Formally Gulf of Mexico Business District)

Dear Ms. Barber:

Enclosed are two updated CDs of the Gulf Region Response Plan formally the Gulf of Mexico Business District for your records. If you have any questions regarding these submittals, please contact me at (281) 955-9600 or [gdesmond@trpcorpc.com](mailto:gdesmond@trpcorpc.com).

Sincerely,  
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond  
Senior Project Manager

Enclosures  
Federal Express



QUALITY SERVICES SINCE 1995

November 11, 2013

Facility Response Plans Officer (John Hess)  
Pipeline and Hazardous Material Safety  
U.S. Department of Transportation  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

RE: Spill Response Plan for the BP Pipelines (North America), Inc. Gulf Region Response Plan (PHMSA Sequence Number BPG0)

Dear Facility Response Plans Officer:

Enclosed is one flash drive of the above referenced plan, which includes updates to the Qualified Individual information. If you have any questions regarding this submittal, please contact me at (281) 955-9600 ext. 115 or e-mail [gdesmond@trpcorp.com](mailto:gdesmond@trpcorp.com).

Respectfully,  
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond  
Senior Project Manager

Federal Express

## SECTION 2

Last revised: January 2010

## INITIAL RESPONSE ACTIONS

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Figure 2-1 - Initial Response Action Guidelines

**2.1 Spill Response****Figure 2.1-1 - Spill Response Action Checklist****2.1.1 Spill Detection and Mitigation Procedures****Figure 2.1-2 - Spill Mitigation Procedures****2.1.2 Spill Surveillance Guidelines**Figure 2.1-3 - Oil Spill Surveillance Checklist2.1.3 Spill Volume EstimatingFigure 2.1-4 - Spill Estimation Factors2.1.4 Estimating Spill Trajectories**2.1.5 Initial Containment Actions****2.1.6 Safety Considerations****2.2 Fire / Explosions / Vapor Release****2.2.1 Fire, Explosion, and Vapor Release Response Actions****2.2.2 BLEVE - Boiling Liquid Expanding Vapor Explosion****2.3 Medical Emergency / Personal Injury****2.3.1 Medical Emergency / Personal Injury Checklist****2.4 Natural Disasters / Severe Weather****2.4.1 Earthquake/Tornado Procedure**

## SECTION 2

### INITIAL RESPONSE ACTIONS, CONTINUED

#### **2.4.2 Flooding Procedure**

#### **2.4.3 Hurricane Procedure**

#### **2.5 Security Related Incidents**

##### **2.5.1 Threats to Personnel and Facilities**

##### **2.5.2 Criminal Acts / Workplace Violence**

##### **2.5.3 Sabotage / Bomb Threat / Suspicious Package**

##### **2.5.4 Threat Receipt Precautions**

Figure 2.5-1 - Threat Documentation Report Form

#### **2.6 Evacuation**

##### **2.6.1 Evacuation Checklist**

#### **2.7 Fire Pre Plan**

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
<b>First Responder / Tactical Response Team (TRT)</b>		
<p>If in Impacted/source area, leave immediately (life safety first). Activate alarms or otherwise alert asset personnel and workers.</p>		
<p>Pipeline Response in Right of Way (ROW):</p> <p>From safe distance, Identify character, exact source, amount, and extent of the release and other necessary items needed for notifications</p> <p>Control source of Incident, if safe to do so (i.e. trained per USPL HAZWOPER Policy, qualified and properly PPE equipped). Otherwise, leave the area immediately.</p>		
<p>If fixed facility:</p> <p>Evacuate Personnel from facility, if necessary</p> <ul style="list-style-type: none"> <li>• To safe muster point</li> <li>• Conduct personal accountability (Roll call).</li> </ul> <p>Identify and control source of Incident, if safe to do so (i.e. trained per USPL HAZWOPER Policy, qualified and properly PPE equipped). Otherwise, leave the area immediately.</p>		
<p><b>Initiate Notifications IMMEDIATELY or within 15 minutes of discovering a discharge or release.</b></p> <ul style="list-style-type: none"> <li>• Call 911 (fire, Police, EMT)</li> <li>• NRC (if potential water impact) <b>(800-424-8802)</b></li> <li>• OSRO/Response Contractor <ul style="list-style-type: none"> <li>• Better to Over Respond - call all OSROs</li> <li>• Refer to <b>FIGURE 3.1-4</b></li> </ul> </li> <li>• Qualified Individual (Team Lead/Terminal Manager)</li> <li>• BP Notification Center <b>(800-321-8642)</b></li> </ul>		
<p><b>If safe to do so, work with Fire Department/trained responders to:</b></p> <p>Identify hazards:</p> <ul style="list-style-type: none"> <li>• Establish hazard control area, if necessary.*</li> </ul> <p>The area immediately surrounding a spill, leak, or discharge of hazardous material(s) which extends far enough to</p>		

prevent adverse health and safety effects from the release<sup>1</sup>.

Verify evacuation status:

- Verify all Personnel have evacuated from the Hazard Control Area to pre-designated assembly areas.

If necessary, communicate need to potentially evacuate personnel at adjacent properties/locations.

**Note 1:** See USPL Hazardous Waste Operations and Emergency Response (Hazwoper) Policy in DRM. The DOT Emergency Response Guidebook may be used to initially delineate the Hot Zone, or Exclusion Zone. Hot zones cannot be reduced until confirmed by air monitoring.

**FIGURE 2-1 - INITIAL RESPONSE ACTION GUIDELINES, CONTINUED**

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
<b>First Responder / Tactical Response Team (TRT), Continued</b>		
*If safe to do so, shut down potential ignition sources, including motors, electrical pumps, electrical power, boats, vehicles, hot work, etc.		
Destin Pascagoula Compressor Building High LEL Alarm - Visual Red Light: Compressor blow-down and/or shut-in; operator would assess hazards and isolate area.		
Destin Pascagoula Compressor Building High LEL Alarm - Audible Horn: Compressor blow-down and/or shut-in; operator would assess hazards and isolate area.		
Destin Pascagoula Compressor Building Fire Alarm - Audible Horn: Assemble at muster point.		
Destin Pascagoula Compressor Building Thermal Alarm - Visual Red Light and Horn: Operator would troubleshoot process upset.		
Destin Pascagoula Control Building Process Alarms - Audible Horns: Operator would troubleshoot process upsets.		
Destin Main Pass 260-P Control Room High LEL Alarm - Audible Horn: Platform shut-in - report to PIC.		
Destin Main Pass 260-P Platform Fire Alarm - Audible Warble: Assemble at muster point.		
Destin Main Pass 260-P Platform "Abandon Platform" Alarm - Audible High-Lo Tone: Assemble at muster point.		
Destin Sand Hill Compressor Building High LEL Alarm - visual Red Light: Compressor blow-down and/or shut-in;		

Operator would assess hazards and isolate area.		
Destin Sand Hill Compressor Building High LEL Alarm - Audible Horn: Compressor blow-down and/or shut-in; Operator would assess hazards and isolate area.		
<b>Gulf Region Response Plan</b>		<b>Page 2 - 5</b>

**FIGURE 2-1 - INITIAL RESPONSE ACTION GUIDELINES, CONTINUED**

<b>RESPONSE ACTION</b>	<b>PERSON TAKING ACTION (INITIALS)</b>	<b>DATE/TIME ACTION TAKEN</b>
<b>First Responder / Tactical Response Team (TRT), Continued</b>		
Destin Sand Hill Compressor Building Fire Alarm - Audible Horn: Assemble at muster point.		
Destin Sand Hill Compressor Building Thermal Alarm - Visual Red Light and Horn: Operator would troubleshoot process upset.		
Destin Sand Hill Control Building Process Alarms - Audible Horns: Operator would troubleshoot process upsets.		
Endymion South Pass 89-E Living Quarters High LEL Alarm - Audible Buzzer: Assemble at muster point.		
Endymion South Pass 89-E Galley/Living Quarters Fire Alarm - Audible Warble: Assemble at muster point.		
Destin Main Pass 260-P Platform Process Alarms - Audible Horns: Operator would troubleshoot process upsets.		
Endymion South Pass 89-E Platform Process Alarms - Audible Horns: Operator would troubleshoot process upsets.		
<b>Incident Commander (Operations Team Leader/Terminal Manager)</b>		
Ensure evacuation accountability (roll call) procedures implemented and confirm all personnel are accounted.		
Ensure notifications have been initiated/complete.		
Activate Tactical Response Team (TRT) and set up response organization ( <b>SECTION 5</b> ICS-201-3).		
Assess the oil spill and/or Incident Potential . Determine if initial source control or containment has been established.		
Assess possible hazards to human health and the environment (including outside the fence line if at a fixed facility).		
Ensure Site Characterization and Monitoring is initiated near release site.		
If necessary: Initiate spill tracking and surveillance operations by activating surveillance aircraft and/or watercraft. Estimate trajectory of spill utilizing information in <b>SECTION 2.1.4</b> . Send photographer/videographer, if safe.		

Establish initial Incident Objectives and Priorities.		
Determine location of Incident Command Post (ICP) facilities and support. Assess operational requirements and resource requirements.		
Ensure ICS 201- Initial Incident Briefing Document is complete and distributed to Unified Command, IMT (if activated) and internal stakeholders (Refer to <b>SECTION 5</b> ).		
Ensure compliance with all safety practices and procedures. Ensure initial safety briefings with TRT and field responders is conducted		
If no response is warranted, ensure that appropriate regulatory notifications have been made and no further action is taken.		
<p><b>DOCUMENT the incident</b></p> <ul style="list-style-type: none"> <li>• Ensure all responders capture response actions in personal log (ICS 214/notebook)</li> <li>• Collect all incident documentation and file on-site in training files.</li> </ul>		

## 2.1 SPILL RESPONSE

**FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST**

<b>SPECIFIC RESPONSE ACTIONS</b>	<b>COMMENT</b>
<b>Line Break or Leak</b>	
Shut down source/pumping equipment.	
Close upstream and downstream valves.	
Utilize Combustible Gas Indicator, O <sub>2</sub> meter, proper colorimetric indicator and other air sampling measurements (as applicable) to assure that areas are safe to enter for continued response operations.	
<p>Mitigate spreading of the product, as the situation demands. Potential containment strategies include:</p> <ul style="list-style-type: none"> <li>• Deployment of boom (Reference ACP for potential strategies)</li> <li>• Diking, trenching, and/or diversion</li> <li>• Spreading sorbent material over the spill</li> <li>• Prevent the spill from entering water to the greatest extent possible</li> </ul>	
Determine the direction and expected duration of spill movement. Refer to <b>SECTION 2.1.2</b> .	

Drain the line section, as the situation demands.	
Request local authorities to establish scene security and traffic control in the area, as the situation demands.	
Make all necessary repairs.	
Return the line/rack to service when repairs are complete.	
Clean up spilled product to eliminate any possible environmental problems. Be alert for underground cables.	
If the spill escapes the containment area, review the location of socio-economic and environmentally sensitive areas identified in <b>SECTION 6</b> . Determine which of these may be threatened by the spill and direct the response operation to these locations. Initiate protection and recovery actions.	
Inform local utilities, telephone company, railway, etc., as necessary.	
Complete follow-up and written reporting, as the situation demands.	
<b>Storage Tank Leak</b>	
Shut down all tank product movement operations and isolate the tank.	
Initiate Confined Space Entry procedures, as applicable.	
Insure that the containment area drainage valve(s) is closed.	
If leak is near tank bottom, create and maintain a ?water bottom? to suspend the discharge of product.	
Utilize Combustible Gas Indicator, O <sub>2</sub> meter, proper colorimetric indicator and other air sampling measurements (as applicable) to assure that areas are safe to enter for continued response operations.	
Block drainage of spilled material from traveling off-site.	
Stop all traffic in hazardous area (inside and outside of property boundaries), as the situation demands.	

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>Storage Tank Leak, Continued</b>	
Remove product from containment (at a sump or in a low area) with an explosion proof pump, oil skimmer, and/or vacuum truck w/skimmer attachments.	
If applicable, process remaining product through a separator system.	
Determine the direction and expected duration of spill movement. Refer to <b>SECTION 2.1.2</b> .	

Request that local authorities establish scene security and traffic control in the area, as necessary.	
Empty tank as soon as possible.	
Make all necessary repairs. Return the line/tank to service when repairs and integrity testing are completed.	
Clean up product spill to eliminate any possible environmental problems. Be alert for underground cables, conduits, etc.	
If necessary, call an approved waste removal company to handle the remaining sludge and residue from the containment area.	
If the spill escapes the containment area, review the location of socioeconomic and environmentally sensitive areas identified in <b>SECTION 6</b> and the ACP. Determine which of these may be threatened by the spill and direct the response to these locations. Initiate protection and recovery actions.	
Inform local operators such as utilities, telephone company, railway, as necessary.	
Complete follow-up and written reporting, as the situation demands.	
<b>Leak or Spill at Truck Rack</b>	
Evacuate personnel from the truck rack area, as the situation demands.	
Shut down all loading operations, pumps motors and loading valves.	
Guard against all sources of ignition.	
Secure the area. Stop all traffic from entering rack or hazardous area.	
If a line leak is involved, close off riser valves and/or tank valves.	
Clean area with sorbent material, flush (with water) all remaining product into a separator system.	
Resume truck loading operations as directed by Terminal Management.	
<b>Truck Leaks/Spills Outside Terminal</b>	
Notify local fire and police departments.	
Assist local responders (police) to secure the area.	

**FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED**

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>Truck Leaks/Spills Outside Terminal, Continued</b>	

<p>Notify Terminal Management of the incident with the following information:</p> <ul style="list-style-type: none"> <li>• Location of spill.</li> <li>• Size of spill.</li> <li>• Product type.</li> <li>• Present situation.</li> <li>• If assistance/equipment is required for cleanup.</li> <li>• If product spills on a highway or other impervious surface, clean area with sorbent materials, vacuum truck, or other cleanup equipment as available or necessary. If product has entered sewer system, advise the local Fire Department.</li> </ul>	
<p>Consider the need to evacuate area residents. Request assistance from local authorities (fire, police departments) as necessary.</p>	
<b>Marine Operation Spills/Leaks</b>	
<p>Shut down all engines/motors.</p>	
<p>Close all line and vessel manifold discharge valves.</p>	
<p>If hose rupture is involved, drain line into vessel, drums, or buckets and blank line to stop spill into water.</p>	
<p>Initiate Confined Space Entry procedures, as applicable.</p>	
<p>Utilize Combustible Gas Indicator, O<sub>2</sub> meter, proper colorimetric indicator and other air sampling measurements (as applicable) to assure that areas are safe to enter for continued response operations.</p>	
<p>If other than hose rupture, determine source of leak and stop discharge.</p>	
<p>Prevent discharge from entering the water if at all possible by:</p> <ul style="list-style-type: none"> <li>• Pumping from sump or deck drainage system into drums, tanks, containment area, or other storage facility.</li> <li>• Directing the flow into a containment or collection area away from the water, if feasible.</li> <li>• Placing containment boom or sorbent material around area (provided that a safe operating environment exists).</li> </ul>	
<p>If product enters the water and a safe operating environment exists, try to contain by:</p> <ul style="list-style-type: none"> <li>• Deploying spill response equipment (facility and/or contract) to prevent/mitigate spill impact (spreading of spill).</li> </ul>	
<p>Attempting to divert/contain the spill:</p>	

<ul style="list-style-type: none"> <li>• In quiet area or low current areas of the water.</li> <li>• Away from strong winds or in areas that could be affected by change in wind direction.</li> <li>• Away from areas of hazard to public, property improvements, marinas, water intakes, or any environmentally sensitive areas.</li> </ul>	
Make all necessary repairs.	
Return the line/vessel to service when repairs are complete.	

### FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>Marine Operation Spills/Leaks, Continued</b>	
Clean up spilled product to eliminate any possible environmental problems. Be alert for underground cables, etc.	
If the spill escapes the containment area, review the location of socioeconomic and environmentally sensitive areas identified in <b>SECTION 6</b> 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.	
Request local authorities (USCG, Port Authority, etc.) to establish traffic control in the area, as the situation demands.	
Inform local operators such as utilities, telephone company, railway, as necessary.	
Complete follow-up and written reporting, as the situation demands.	

#### 2.1.1 Spill Detection and Mitigation Procedures

See **APPENDIX C.3** for spill detection protocols.

Each spill mitigation situation is unique and must be treated according to the circumstance present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated. Spill mitigation procedures are listed in **FIGURE 2.1-2**. Worst case discharge volume calculations and discussion are provided in **APPENDIX C**.

#### FIGURE 2.1-2 - SPILL MITIGATION PROCEDURES

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.

	<ol style="list-style-type: none"> <li>2. Terminate transfer operations and close all affected valves.</li> <li>3. Drain product into containment areas if possible.</li> <li>4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.</li> </ol>
Tank/Overfill/Failure	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Shut down or divert source of incoming flow to tank.</li> <li>3. Transfer fluid to another tank with adequate storage capacity (if possible).</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. Ensure that dike discharge valves are closed.</li> <li>6. Monitor diked containment area for leaks and potential capacity limitations.</li> <li>7. Begin transferring spilled product to another tank as soon as possible.</li> </ol>
Piping Rupture/Leak (under pressure or not)	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Shut down pumps. Close the closest valves on each side of the rupture.</li> <li>3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards.</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. If piping is leaking and under pressure, then relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.</li> </ol>
Fire/Explosion	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury.</li> <li>2. Notify local fire and police departments.</li> <li>3. Attempt to extinguish fire if it is in incipient (early) stage.</li> <li>4. Shut down transfer or pumping operation. Attempt to divert or stop flow of product to the hazardous area (if it can be done safely).</li> <li>5. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.</li> <li>6. Control fire before taking steps to contain spill.</li> </ol>
Manifold Failure	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Terminate transfer operations immediately.</li> <li>3. Isolate the damaged area by closing block valves on both sides of the leak/rupture.</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. Drain fluids back into containment areas (if possible).</li> </ol>

### 2.1.2 Spill Surveillance Guidelines

- Surveillance of an oil spill should begin as soon as possible following discovery to enable response personnel to assess spill size, movement, and potential impact locations.
- The Company utilizes USCG classified OSROs to address aerial surveillance. Spill surveillance is best accomplished through the use of helicopters or small planes; helicopters are preferred due to their superior visibility and maneuverability.
- Dispatch observers to crossings downstream or down gradient to determine the spills maximum reach. Surveillance is also required during spill response operations to gauge the effectiveness of response operations; to assist in locating skimmers; and assess the spill's size, movement, and impact.

#### Field Surveillance Equipment

- Use surface vessels to confirm the presence of any suspected oil slicks (if safe to do so); consider directing the vessels and photographing the vessels from the air, the latter to show their position and size relative to the slick.
  - It is difficult to adequately observe oil on the water surface from a boat, dock, or shoreline.
  - In the event of reduced visibility, such as dense fog or cloud cover, boats may have to be used to patrol the area and document the location and movements of the spill; however, this method may not be safe if the spill involves a highly flammable product.
- If fixed-wing planes are to be used, high-wing types provide better visibility than low-wing types.

#### Field Observations

- An Oil Spill Surveillance Checklist is provided in **FIGURE 2.1-3**.
- Clouds, shadows, sediment, floating organic matter, submerged sand banks, or wind-induced patterns on the water may resemble an oil slick if viewed from a distance.
- All observations should be documented in writing and with photographs and/or videotapes.
- Describe the approximate dimensions of the oil slick based on available reference points (i.e. vessel, shoreline features, facilities); use the aircraft or vessel to traverse the length and width of the slick while timing each pass; calculate the approximate size and area of the slick by multiplying speed and time.
- Record aerial observations on detailed maps, such as topographic maps.

### FIGURE 2.1-3 - OIL SPILL SURVEILLANCE CHECKLIST

Record your observations of spilled oil either in a notebook or directly on an area chart. This

checklist is an aid for organizing your observations. File used forms copies with the local area office to retain for a minimum of five years. Incident observation form originals **MUST** be maintained with the incident/response files. Retention time will be determined by Incident Legal Officer.

<b>General Information</b>	
Date:	Tidal or river stage (flood, ebb, slack, low water):
Time:	On-scene weather (wind, sea state, visibility):
Incident name:	Platform (helicopter, fixed-wing aircraft, boat):
Observer's name:	Flight path/trackline:
Observer's affiliation:	Altitude where observation taken:
Location of source (if known):	Areas not observed (i.e. foggy locations, restricted air spaces, shallow water areas):
<b>Oil Observations</b>	
Slick location(s):	Color and appearance (i.e. rainbow, dull or silver sheen, black or brown in color or mousse):
Slick dimensions:	Percent coverage:
Orientation of slick(s):	Is oil recoverable (Y/N)?:
Distribution of oil (i.e. windrows, streamers, pancakes or patches):	
<b>Considerations</b>	
<ul style="list-style-type: none"> <li>• During surveillance flights, travel beyond known impacted areas to check for additional oil spill sites</li> <li>• Include the name and phone number of the person making the observations</li> <li>• Clearly describe the locations where oil is observed and the areas where no oil has been seen</li> </ul>	
<b>Other Observations</b>	
<b>Response Operations</b>	
Equipment deployment (general locations where equipment is working and whether they are working in the heaviest concentration of oil):	
Boom deployment (general locations of boom, whether the boom contains oil, and whether the oil entrains under the boom):	
<b>Environmental Observations</b>	

Locations of convergence lines, terrain, and sediment plumes:

Locations of debris and other features that could be mistaken for oil:

Wildlife present in area (locations and approximate numbers):

### 2.1.3 Spill Volume Estimating

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

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

Some rapid methods to estimate spill size are:

- **Transfer operations:** Multiply the pumping rate by the elapsed time that the leak was in progress, plus the drainage volume of the line between the two closest valves or isolation points (**volume loss = pump rate [bbls/min] x elapsed time [min] + line contents [bbl]**).
- **Tank overfills:** Elapsed time multiplied by the pumping rate.
- Visual assessment of the surface area and thickness (**FIGURE 2.1-4**); the method may yield unreliable results because:
  - Interpretation of sheen color varies with different observers,
  - Appearance of a slick varies depending upon amount of available sunlight, sea-state, and viewing angle, and
  - Different products may behave differently, depending upon their properties.

FIGURE 2.1-4 - SPILL ESTIMATION FACTORS

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm		
Barely Visible	0.0000015	0.00004	25 gals/mile <sup>2</sup>	44 liters/km <sup>2</sup>

Silvery	0.000003	0.00008	50 gals/mile <sup>2</sup>	88 liters/km <sup>2</sup>
Slightly colored	0.000006	0.00015	100 gals/mile <sup>2</sup>	179 liters/km <sup>2</sup>
Brightly colored	0.000012	0.0003	200 gals/mile <sup>2</sup>	351 liters/km <sup>2</sup>
Dull	0.00004	0.001	666 gals/mile <sup>2</sup>	1,167 liters/km <sup>2</sup>
Dark	0.00008	0.002	1,332 gals/mile <sup>2</sup>	2,237 liters/km <sup>2</sup>
Thickness of light oils: 0.0010 inches to 0.00010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				

#### 2.1.4 Estimating Spill Trajectories

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

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

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

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

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

#### 2.1.5 Initial Containment Actions

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

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

## 2.1.5 Initial Containment Actions, Continued

Selection of the appropriate location and method will depend upon:

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

## 2.1.6 Safety Considerations

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

## 2.2 FIRE / EXPLOSION / VAPOR RELEASE

### 2.2.1 Fire, Explosion, and Vapor Release Response Actions

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>FIRE / EXPLOSION</b>	
1. Discontinue all tasks in progress (hot work, truck loading, maintenance, etc.)	
2. Sound local fire alarm, if available.	
3. Attempt to extinguish incipient stage fires, if trained to do so.	
4. Ensure 911 or local ER number was called to activate Fire and EMS support.	
Report the condition to Management and take further defensive actions as instructed.	
5. Report the Situation to QI/Management and ensure other internal/external notifications are in progress, as appropriate.	

6. Evacuate personnel to designated assembly areas and Account for personnel (roll call).  Communicate any missing personnel (with potential last location) to the Fire Department.	
7. Emergency shutdown systems and/or manually (from a safe distance) isolate fuel sources and shut down engines and heaters.	
8. Ensure Asset emergency response plans have been activated. Ie:  Facility Response Plan  Security Plan	
9. Establish a secure perimeter around the area to prevent unauthorized entry per asset security plan ( <b>SECTION 5</b> ).	
10. Liaison with Fire Department to continue tactical measures to contain the fire;	
11. Recognize fire conditions which present BLEVE hazards and protect personnel and the public appropriately. ( <b>SECTION 2.2.3</b> ). Communicate potential bleve hazards to Fire Department.	
12. Contain spilled material and runoff. Dike far ahead of the release, as necessary.	
13. Conduct post-incident activities ( <b>SECTION 8</b> ).	
14. Ensure all incident/response documentation is compiled and filed.	
<b>VAPOR RELEASE</b>	
Report the release to Terminal Manager/Team Lead/QI.	
Sound the facility alarm.	
Do not assume vapors or gases are harmless because of lack of odor - <b>Harmful vapors or gases may be odorless.</b>	

## 2.2.1 Fire, Explosion, and Vapor Release Response Actions, Continued

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>VAPOR RELEASE, CONTINUED</b>	
Evacuate personnel from the immediate area to the designated	

assembly area or to a location upwind of the release.	
Account for personnel using roll call.	
Engage emergency shutdown systems and/or manually isolate release from a safe distance.	
Isolate all sources of potential ignition.	
Establish a secure perimeter around the area to prevent unauthorized entry using Security Plan.	
Complete internal and external notifications, as appropriate.	
Assess the threat to the public and notify public officials as appropriate.	
Liaison with local Emergency Responders (Fire, Police) to evacuate surrounding homes, businesses, etc. Potentially impacted by vapor cloud.	
Conduct post-incident activities ( <b>SECTION 8</b> ).	
Ensure all incident/response documentation is compiled and filed.	

### 2.2.2 BLEVE - Boiling Liquid Expanding Vapor Explosion

BLEVE occurs when:

- Sealed containers of liquefied gases are accidentally exposed and enveloped by fire.
- Vapor is generated and internal pressure rapidly rises.
- The container wall temperature rises in the outage or unfilled area.
- Wall strength deteriorates and the stress applied by the increased pressure exceeds the reduced strength of the wall.
- The container ruptures and super-heated liquid is released, expands and vaporizes in seconds resulting in catastrophic damage from the spread of ignited vapors. The ruptured vessel or tank could propel dangerous shrapnel significant distances. It is important that:
  - Vessels or tanks are kept cool and
  - External fires are extinguished quickly.

#### Fire Fighters should do the following:

- Fight fire from the maximum distance possible, or use unmanned hose holders or monitor nozzles.
- Cool containers by flooding them with large amounts of water until well after the fire is out.
- Do not direct water at the source of leak or at safety devices; icing may occur.
- Leave the area immediately if you hear a rising sound from venting safety devices or see discoloration of the tank.
- For massive fires, use unmanned hose holders or monitor nozzles; if this is impossible, leave the area and let the fire burn.
- Be aware that when a BLEVE occurs, sections of the tank can fly in any direction. Just avoiding the ends of the tank should not be considered a safe operating procedure.

Always consider your own safety and the safety of people in the immediate area first.

## 2.3 MEDICAL EMERGENCY / PERSONAL INJURY

### 2.3.1 Medical Emergency / Personal Injury Checklist

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>General</b>	
<p>Medical emergencies may involve and/or be categorized as follows:</p> <ol style="list-style-type: none"> <li>a. <b>First Aid</b> - One or more patients with minor injuries which can be effectively managed with the application of routine First Aid. This type of injury does not require medical transport to a hospital, but may require follow-up with a Physician.</li> <li>b. <b>Serious</b> - One or more patients with moderate to serious injuries, requiring response by local Emergency Medical Services (EMS) and may include transport to a hospital for advanced care and treatment.</li> <li>c. <b>Life-Threatening</b> - One or more patients with serious or life-threatening injuries, requiring response by local Emergency Medical Services (EMS) and includes transport to a hospital for advanced care and treatment.</li> </ol>	
Assess the scene.	
Summon local Emergency Medical Services (EMS) to the scene; provide information on the nature of injuries and number of injured persons ( <b>SECTION 3</b> ).	
If trained, provide First Aid/CPR as necessary, until EMS arrives at the scene; injured personnel should not be moved unless the situation is life threatening.	
Assist with Medical Evacuation (via air or ground transport) as recommended by EMS personnel.	
Establish a secure perimeter around the area to prevent unauthorized entry. Initiate the Site Security Plan, as necessary ( <b>SECTION 5</b> ).	
Notify Team Leader/Terminal Manager and make appropriate notifications to local emergency agencies if necessary. Make other internal management contacts as appropriate ( <b>SECTION 3</b> ).	
<p>In case of a fatality:</p> <ul style="list-style-type: none"> <li>• Do not move the victim.</li> <li>• Do not release name of victim(s).</li> <li>• Contact local law enforcement.</li> <li>• Contact local medical authority.</li> <li>• Preserve the accident site.</li> <li>• Restrict all communications concerning the incident (do not release names of victims unless authorized).</li> </ul>	

Conduct post-incident activities ( <b>SECTION 8</b> ).	
Ensure all incident/response documentation is compiled and filed.	

## 2.4 NATURAL DISASTER / SEVERE WEATHER

### 2.4.1 Earthquake/Tornado Procedure

SPECIFIC RESPONSE ACTIONS	COMMENT
1. Activate the emergency alarm, if available.	
2. Evacuate personnel from the immediate area to a safe assembly area. Determine safe location based on impact to facility.	
3. Account for personnel using roll call.	
4. Evaluate the extent of the emergency.	
5. If time permits, engage emergency shutdown systems and/or manually isolate processes and equipment.	
6. Notify the Team Leader/Terminal Manager and make other internal notifications, as appropriate. ( <b>SECTION 3</b> )	
7. Conduct an inspection for residual safety hazards, such as: <ul style="list-style-type: none"> <li>• Process safety/integrity;</li> <li>• Structural damage;</li> <li>• Downed power lines; and</li> <li>• Leaking natural gas, water, and sewer lines.</li> </ul>	
8. Arrange for necessary repairs.	
9. Conduct post-incident activities. ( <b>SECTION 8</b> )	
10. Ensure all incident/response documentation is compiled and filed.	

### 2.4.2 Flooding Procedure

SPECIFIC RESPONSE ACTIONS	COMMENT
1. Account for personnel.	
2. Notify Manager and make other internal notifications, as	

appropriate. ( <b>SECTION 3</b> )	
3. Evaluate the extent of the emergency.	
4. Prepare an evacuation plan based upon flood crest and weather forecast.	
5. Maintain tank levels as appropriate (consider filling tanks that might float with water).	
6. Secure all loose items in the area that could do harm to other equipment (pipe, tools).	
7. Engage emergency shutdown systems and/or manually isolate processes and equipment, if necessary.	
8. Evacuate personnel, as necessary. Conduct Accountability via roll call.	
9. Conduct an inspection for residual safety hazards, such as: <ul style="list-style-type: none"> <li>• Structural damage;</li> <li>• Downed power lines;</li> <li>• Leaking natural gas, water and sewer lines;</li> <li>• Poisonous snakes and other wildlife sheltering in structures, vehicles, and furniture; and</li> <li>• Avoid direct contact with flood water, mud, and animal carcasses.</li> </ul>	
10. Arrange for necessary repairs.	
11. Conduct post-incident activities. ( <b>SECTION 8</b> )	
12. Ensure all incident/response documentation is compiled and filed.	

## 2.4.3 Hurricane Procedure

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>Prior to Hurricane Season</b>	
1. Conduct hurricane awareness training, which includes evacuation routes and asset hurricane procedures.	
2. Coordinate activities with local and state agencies involved in hurricane preparation (Emergency Access Cards, etc.).	

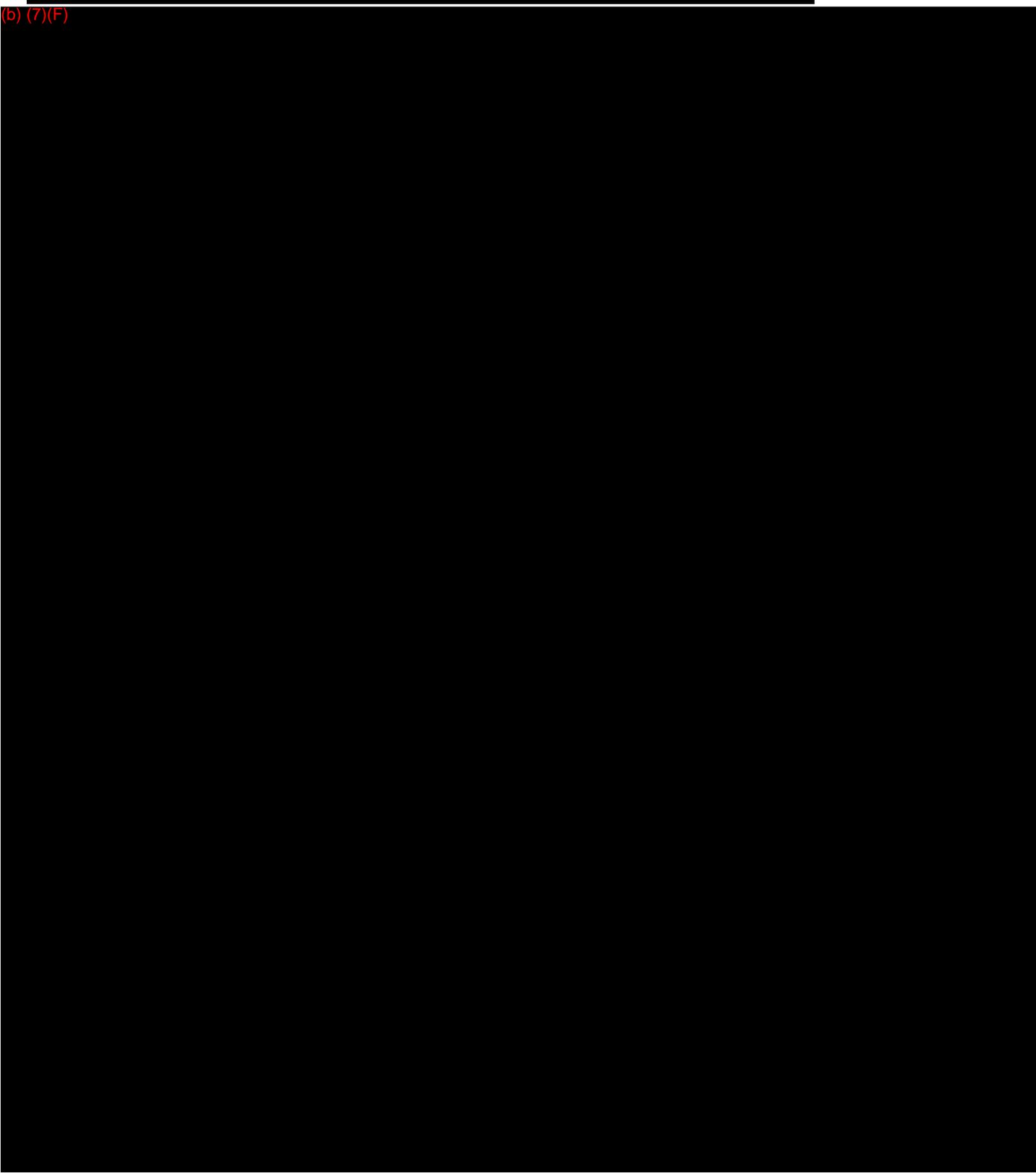
3. Communicate recommended Community Evacuation routes.	
4. Determine disposition of Company vehicles during evacuation.	
5. Each location should maintain current photographs of facilities.	
<b>June 1st to November of Hurricane Season</b>	
1. Verify the availability of and procure emergency supplies, as necessary: <ul style="list-style-type: none"> <li>• Portable radios</li> <li>• Plywood, lumber, plastic sheeting, or covering</li> <li>• Drinking water</li> <li>• First Aid Kits</li> <li>• Flashlight and batteries</li> <li>• Tools</li> <li>• Emergency non-perishable food item</li> </ul>	
2. Ensure emergency generators and portable equipment is in good working order and sufficient fuel is available.	
<b>Hurricane entering Gulf of Mexico or Approaching East Coast</b>	
1. Implement hurricane procedures.	
2. Identify employees who may volunteer to implement hurricane procedures.	
<b>72 hours prior to hurricane's eye reaching landfall</b>	
1. Cancel all training and meetings requiring travel to affected areas.	
2. Designate location for temporary Communication Center.	
3. Verify contractor contacts and availability.	
4. All employees shall provide to their supervisor an evacuation location and contact number.	
5. Each location shall identify a radio frequency which broadcasts emergency weather information.	
6. Report facility status to Corporate Management.	

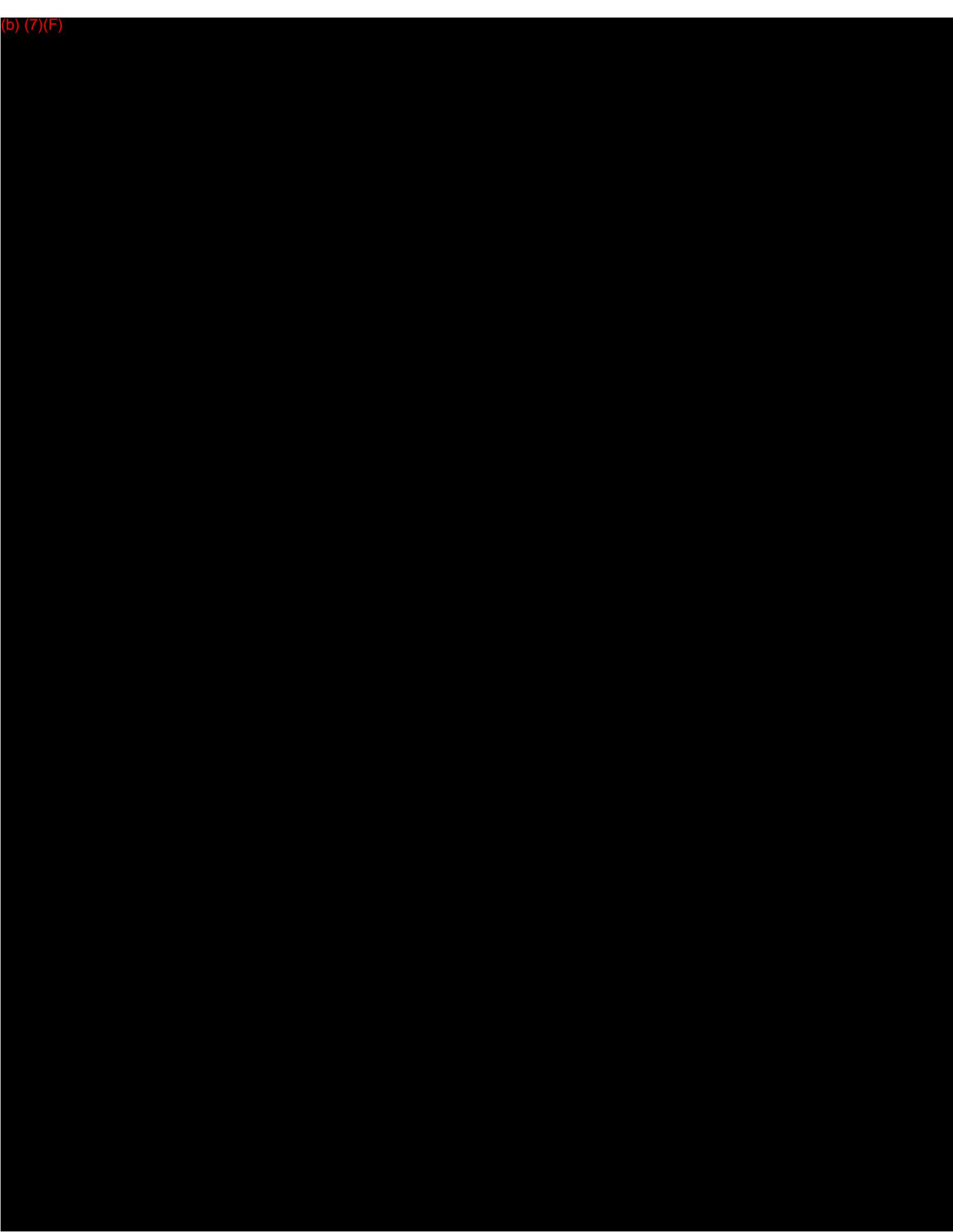
### 2.4.3 Hurricane Procedure, Continued

SPECIFIC RESPONSE ACTIONS	COMMENT
<b>48 hours prior to hurricane's eye reaching landfall</b>	
1. Implement flex-shift to allow employees to secure personal property.	
2. Ensure all storage tanks are stabilized.	
3. Ensure all below ground sumps have been pumped dry.	
4. Secure all critical documents including electronic data.	
5. Elevate electrical equipment, sensitive office equipment and documents in the event of high water.	
6. Report facility status to Corporate Management.	
<b>36 hours prior to hurricane's eye reaching landfall</b>	
1. Communicate with suppliers and affected customers.	
2. Report facility status to Corporate Management.	
<b>24 hours prior to hurricane's eye reaching landfall</b>	
1. Begin shutdown operations.	
2. Release non-essential personnel.	
3. Report facility status to Corporate Management.	
<b>12 hours prior to hurricane's eye reaching landfall</b>	
1. Man Communications Center continuously.	
2. Report facility status to Corporate Management.	
<b>Post Storm Recovery Procedure</b>	
1. Initiate facility damage assessment.	
2. Report facility status to Corporate Management.	
<p>3. Once access has been granted, the following processes should be surveyed for operational reliability prior to startup:</p> <ul style="list-style-type: none"> <li>• Electrical panels and motors,</li> <li>• Instrument air system,</li> <li>• Emergency Shutdown System,</li> <li>• Tank and Vessel foundation and support (possible</li> </ul>	

- washouts), and
- Check for dangerous wildlife and reptiles.

(b) (7)(F)





(b) (7)(F)









## 2.6 EVACUATION

### 2.6.1 Evacuation Checklist

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

## SECTION 3

Last revised: October 2013

**NOTIFICATIONS / TELEPHONE NUMBERS**

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**3.1 Emergency Information and Notification Procedures**Figure 3.1-1 Emergency Notification Flow ChartFigure 3.1-2 - Initial Incident Report FormFigure 3.1-3 - DOT / PHMSA Accident Report FormFigure 3.1-4 - Notifications and Telephone Numbers

### 3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

Semi-annually, call agencies and oil spill response contractors (OSROs) listed in External Notifications and Telephone Numbers of Facility Response Plan, to verify phone numbers are current.

The notification sequence for a spill is as follows:

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

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

This section also contains the following:

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

FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART

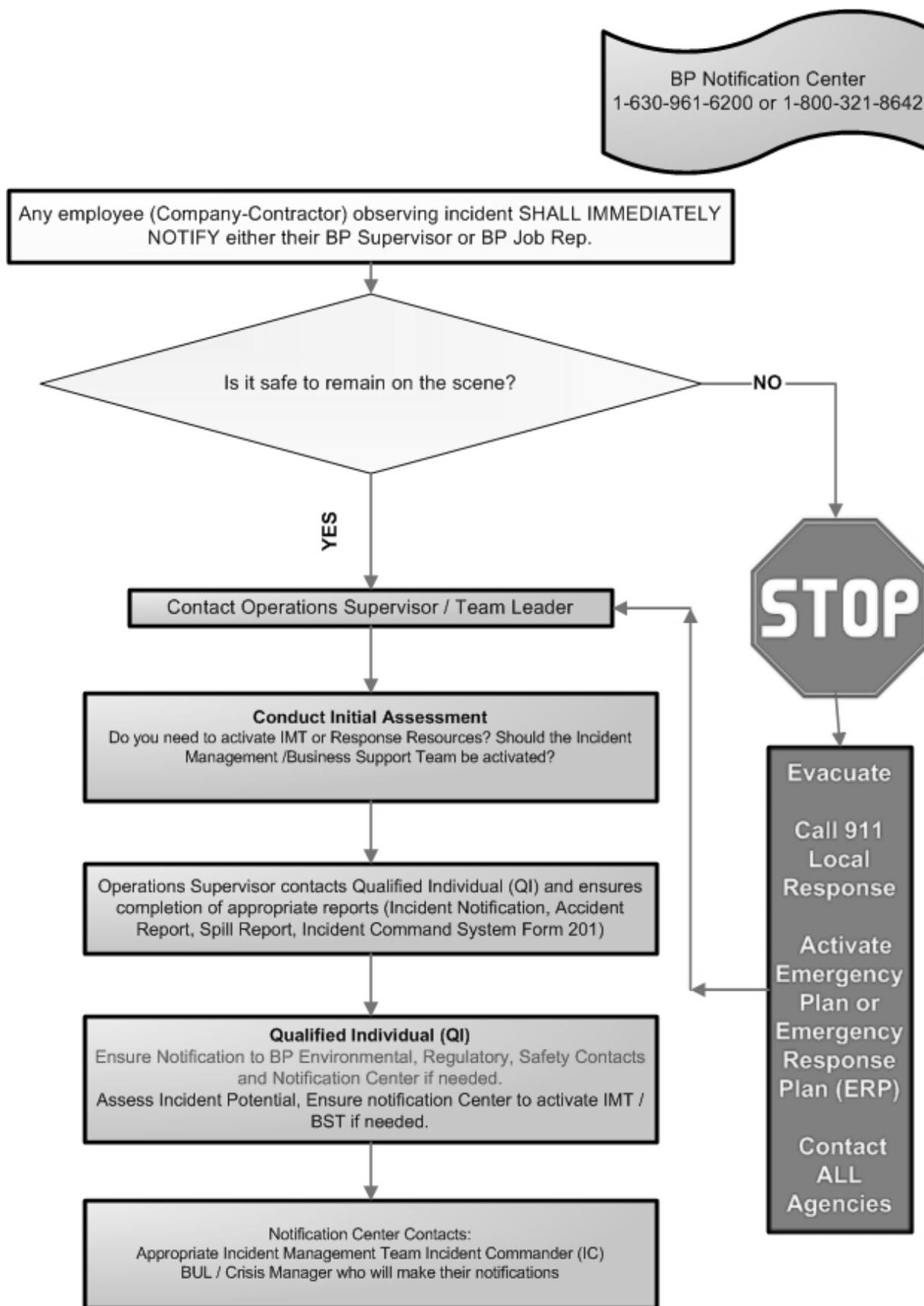


FIGURE 3.1-2 - INITIAL INCIDENT REPORT FORM

Name of pipeline:

Time of discharge:

Location of discharge:

Name of oil involved:

Reason for discharge (e.g., material failure, excavation damage, corrosion):

Estimated volume of oil discharged:

Weather conditions on scene; and:

Actions taken or planned by persons on scene:

NOTICE: This report is required by 49 CFR Part 195. Failure to report can result in a civil penalty not to exceed \$25,000 for each violation for each day that such violation persists except that the maximum civil penalty shall not exceed \$500,000 as provided in 49 USC 60122

Form Approved  
OMB No. 2137-0047



U.S. Department of Transportation  
Research and Special Programs  
Administration

FIGURE 3.1-3 - ACCIDENT REPORT -  
HAZARDOUS LIQUID PIPELINE SYSTEMS

Report Date

No. \_\_\_\_\_  
(DOT Use Only)

**INSTRUCTIONS**

**Important:** Please read the separate instructions for completing this form before you begin. They clarify the information requested and provide specific examples. If you do

not have a copy of the instructions, you can obtain one from the Office Of Pipeline Safety Web Page at <http://ops.dot.gov>.

**PART A - GENERAL REPORT INFORMATION**

Check:  Original Report  Supplemental Report  Final Report

1. a. Operator's OPS 5-digit Identification Number (if known)     /    /    /    /    /    /      
 b. If Operator does not own the pipeline, enter Owner's OPS 5-digit Identification Number (if known)     /    /    /    /    /    /      
 c. Name of Operator \_\_\_\_\_  
 d. Operator street address \_\_\_\_\_  
 e. Operator address \_\_\_\_\_  
 City, County, State and Zip Code \_\_\_\_\_

**IMPORTANT: IF THE SPILL IS SMALL, THAT IS, THE AMOUNT IS AT LEAST 5 GALLONS BUT IS LESS THAN 5 BARRELS, COMPLETE THIS PAGE ONLY, UNLESS THE SPILL IS TO WATER AS DESCRIBED IN 49 CFR §195.52(A)(4) OR IS OTHERWISE REPORTABLE UNDER §195.50 AS REVISED IN CY 2001.**

2. Time and date of the accident  
    /    /    /    /    /    /    /      
 hr. month day  
 year
3. Location of accident  
 (If offshore, do not complete a through d. See Part C.1)  
 a. Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
 (if not available, see instructions for how to provide specific location)  
 b. \_\_\_\_\_  
 City, and County or Parish  
 c. \_\_\_\_\_  
 State and Zip Code  
 d. Mile post/valve station  or survey station no.   
 (whichever gives more accurate location)  
 \_\_\_\_\_
4. Telephone report  
    /    /    /    /    /    /    /      
 NRC Report month day  
 Number year

5. Losses (Estimated)
- Public/Community Losses reimbursed by operator:**  
 Public/private property damage \$ \_\_\_\_\_  
 Cost of emergency response phase \$ \_\_\_\_\_  
 Cost of environmental remediation \$ \_\_\_\_\_  
 Other Costs \$ \_\_\_\_\_  
 (describe) \_\_\_\_\_
- Operator Losses:**  
 Value of product lost \$ \_\_\_\_\_  
 Value of operator property damage \$ \_\_\_\_\_  
 Other Costs \$ \_\_\_\_\_  
 (describe) \_\_\_\_\_
- Total Costs** \$ \_\_\_\_\_

6. Commodity Spilled  Yes  No  
 (If Yes, complete Parts a through c where applicable)
- a. Name of commodity spilled \_\_\_\_\_
- b. Classification of commodity spilled:  
 HVLs /other flammable or toxic fluid which is a gas at ambient conditions  
 CO<sub>2</sub> or other non-flammable, non-toxic fluid which is a gas at ambient conditions  
 Gasoline, diesel, fuel oil or other  
 petroleum product which is a liquid at

- Estimated amount of commodity involved:**  
 Barrels  
 Gallons (check only if spill is less than one barrel)
- Amounts:**  
**Spilled:** \_\_\_\_\_  
**Recovered:** \_\_\_\_\_

ambient conditions			
<input type="radio"/> Crude oil			
<b>CAUSES FOR SMALL SPILLS ONLY (5 gallons to under 5 barrels) :</b>		<i>(For large spills [5 barrels or greater] see Part H)</i>	
<input type="radio"/> Corrosion	<input type="radio"/> Natural Forces	<input type="radio"/> Excavation Damage	<input type="radio"/> Other Outside Force Damage
<input type="radio"/> Material and/or Weld Failures	<input type="radio"/> Equipment	<input type="radio"/> Incorrect Operation	<input type="radio"/> Other
<b>PART B - PREPARER AND AUTHORIZED SIGNATURE</b>			
_____ (type or print) Preparer's Name and Title		_____ Area Code and Telephone Number	
_____ Preparer's E-mail Address		_____ Area Code and Facsimile Number	
_____ Authorized Signature	_____ (type or print) Name and Title	_____ Date	_____ Area Code and Telephone Number
<b>PART C - ORIGIN OF THE ACCIDENT (Check all that apply)</b>			
1. Additional location information			
a. <u>Line segment name</u> or ID	c. Is pipeline interstate? <input type="radio"/> Yes <input type="radio"/> No		
Accident on Federal land other than	Offshore: <input type="radio"/> Yes <input type="radio"/> No <i>(complete d if offshore)</i>		
b. Outer Continental Shelf	d. Area _____ Block # _____		
<input type="radio"/> Yes <input type="radio"/> No	State <u>///</u> or Outer Continental Shelf <input type="checkbox"/>		

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2. Location of system involved (check all that apply)		a. Type of leak or rupture	
<input type="checkbox"/> Operator's Property	<input type="radio"/> <input type="radio"/> Pinhole <input type="radio"/> Connection Failure		
<input type="checkbox"/> Pipeline Right of Way	Leak: <i>(complete sec. H5)</i> <input type="radio"/> Puncture, diameter (inches) _____		
<input type="checkbox"/> High Consequence Area (HCA)? Describe HCA _____	<input type="radio"/> <input type="radio"/> Circumferential - Separation		
3. Part of system involved in accident	Rupture: <input type="radio"/> Longitudinal - Tear/Crack, length (inches) _____		
<input type="radio"/> Above Ground Storage Tank	Propagation Length, total, both sides (feet) _____		
<input type="radio"/> Cavern or other below ground storage facility	<input type="radio"/> N/A <input type="radio"/> Other _____		
<input type="radio"/> Pump/meter station; terminal/tank farm piping and equipment, including sumps	b. Type of block valve used for isolation of immediate section:		
<input type="radio"/> Other Specify: _____	Upstream: <input type="checkbox"/> Manual <input type="checkbox"/> Automatic <input type="checkbox"/> Remote Control		
<input type="radio"/> Onshore pipeline, including valve sites	<input type="checkbox"/> Check Valve		
<input type="radio"/> Offshore pipeline including platforms	Downstream: <input type="checkbox"/> Manual <input type="checkbox"/> Automatic <input type="checkbox"/> Remote Control		
	<input type="checkbox"/> Check Valve		

If failure occurred on **Pipeline**,  
complete items a - g:

4. Failure occurred on

- Body of Pipe  
 Pipe Seam  
 Scraper Trap  
 Pump  
 Sump  
 Joint  
 Valve  
 Metering Facility  
 Repair Sleeve  
 Welded Fitting  
 Bolted Fitting  
 Girth Weld

Other (specify) \_\_\_\_\_

Year the component that failed was installed: / / / /

5. Maximum operating pressure (MOP)

a. Estimated pressure at point and time of accident:

\_\_\_\_\_ PSIG

b. MOP at time of accident:

\_\_\_\_\_ PSIG

c. Did an overpressurization occur relating to the accident?

- Yes  No

c. Length of segment isolated \_\_\_\_\_ ft

d. Distance between valves \_\_\_\_\_ ft

e. Is segment configured for internal inspection tools?  Yes  No

f. Had there been an in-line inspection device run at the point of failure?

Yes  No  Don't Know

Not Possible due to physical constraints in the system

g. If Yes, type of device run (check all that apply)

High Resolution Magnetic Flux tool Year run:

Low Resolution Magnetic Flux tool Year run:

UT tool Year run:

Geometry tool Year run:

Caliper tool Year run:

Crack tool Year run:

Hard Spot tool Year run:

Other tool Year run:

#### PART D - MATERIAL SPECIFICATION

1. Nominal pipe size (NPS) / / / / in.

2. Wall thickness / / / / in.

3. Specification SMYS / / / / / /

4. Seam type \_\_\_\_\_

5. Valve type \_\_\_\_\_

6. Manufactured by \_\_\_\_\_ in year / / / /

#### PART E - ENVIRONMENT

1. Area of accident  In open ditch

Under pavement  Above ground

Underground  Under water

Inside/under building  Other \_\_\_\_\_

2. Depth of cover: \_\_\_\_\_ inches

#### PART F - CONSEQUENCES

1. Consequences (check and complete all that apply)

a. **Fatalities** **Injuries**

Number of operator employees: \_\_\_\_\_

Contractor employees working for operator: \_\_\_\_\_

General public: \_\_\_\_\_

**Totals:** \_\_\_\_\_

b. Was pipeline/segment shutdown due to leak?  Yes  No

If Yes, how long? \_\_\_\_\_ days \_\_\_\_\_ hours \_\_\_\_\_ minutes

c. Product ignited  Yes  No

d. Explosion  Yes  No

e.  Evacuation (general public only) / / / / people

Reason for Evacuation:

Precautionary by company

Evacuation required or initiated by

public official

f. Elapsed time until area was made safe:

/ / / hr. / / / min.

**2. Environmental Impact**

a. Wildlife Impact: Fish/aquatic  Yes  No      Water Contamination:  Yes  No (If Yes, provide the following)

Birds  Yes  No      Amount in water \_\_\_\_\_ barrels

Terrestrial  Yes  No      Ocean/Seawater  No  Yes

b. Soil Contamination  Yes  No      Surface  No  Yes

If Yes, estimated number of cubic yards: \_\_\_\_\_      Groundwater  No  Yes

c. Long term impact assessment performed:  Yes  No      Drinking Water  No  Yes (If Yes, check below)

d. Anticipated remediation  Yes  No       Private well  Public water intake

If Yes, check all that apply:  Surface water  Groundwater  Soil  Vegetation  Wildlife

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**PART G - LEAK DETECTION INFORMATION**

1. Computer based leak detection capability in place?  Yes  No

2. Was the release initially detected by? (check one):

CPM/SCADA-based system with leak detection       Remote operating personnel, including controllers

Static shut-in test or other pressure or leak test       Air patrol or ground surveillance

Local operating personnel, procedures or equipment       A third party       Other (specify) \_\_\_\_\_

3. Estimated leak duration: days \_\_\_\_\_ hours \_\_\_\_\_

**PART H - APPARENT CAUSE**

**Important:** There are 25 numbered causes in this Part H. Check the box corresponding to the primary cause of the accident. Check one circle in each of the supplemental categories corresponding to the cause you indicate. See the instructions for guidance.

**H1 - CORROSION**

1. <input type="checkbox"/> External Corrosion	a. Pipe Coating	b. Visual Examination	c. Cause of Corrosion
2. <input type="checkbox"/> Internal Corrosion	<input type="radio"/> Bare	<input type="radio"/> Localized Pitting	<input type="radio"/> Selective Seam Corrosion
	<input type="radio"/> Coated	<input type="radio"/> General Corrosion	<input type="radio"/> Galvanic
		<input type="radio"/> Other _____	<input type="radio"/> Atmospheric
			<input type="radio"/> Stray Current
			<input type="radio"/> Cathodic Protection
			<input type="radio"/> Disrupted
			<input type="radio"/> Stress Corrosion Cracking
			<input type="radio"/> Microbiological
			<input type="radio"/> Other _____

- (Complete items a - e where applicable.)
- d. Was corroded part of pipeline considered to be under cathodic protection prior to discovering accident?  
 No  Yes, Year Protection Started: ////
- e. Was pipe previously damaged in the area of corrosion?  
 No  Yes ⇒ Estimated time prior to accident: /// years /// months Unknown

**H2 - NATURAL FORCES**

3.  Earth Movement ⇒  Earthquake  Subsidence  Landslide  Other \_\_\_\_\_
4.  Lightning
5.  Heavy Rains/Floods ⇒  Washouts  Flotation  Mudslide  Scouring  Other \_\_\_\_\_  
 ⇒  Thermal  Frost
6.  Temperature Stress  Heave  Frozen Components  Other \_\_\_\_\_
7.  High Winds

**H3 - EXCAVATION DAMAGE**

8.  Operator Excavation Damage (including their contractors/Not Third Party)
9.  Third Party (complete a - f)
- a. Excavator group:  General Public  Government  Excavator other than Operator/subcontractor
- b. Type:  Road Work  Pipeline  Water  Electric  Sewer Phone/Cable  
 Landowner-not farming related  Farming  Railroad  
 Other liquid or gas transmission pipeline operator or their contractor  
 Nautical Operations  Other \_\_\_\_\_
- c. Excavation was:  Open Trench  Sub-strata (boring, directional drilling, etc?)
- d. Excavation was an ongoing activity (Month or longer)  Yes  No If Yes, Date of last contact \_\_\_/\_\_\_/\_\_\_
- e. Did operator get prior notification of excavation activity?  
 Yes; Date received: /// mo. /// day //// yr.  No  
 Notification received from:  One Call System  Excavator  Contractor  Landowner
- f. Was pipeline marked as result of location request for excavation?  No  Yes (If Yes, check applicable items i - iv)
- i. Temporary markings:  Flags  Stakes  Paint
- ii. Permanent markings:
- iii. Marks were (check one):  Accurate  Not Accurate
- iv. Were marks made within required time?  Yes  No

**H4 - OTHER OUTSIDE FORCE DAMAGE**

10.  Fire/Explosion as primary cause of failure ⇒ Fire/Explosion cause:  Man made  Natural
11.  Car, truck or other vehicle not relating to excavation activity damaging pipe

12.  Rupture of Previously Damaged Pipe13.  VandalismForm RSPA F 7000-  
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**H5 - MATERIAL AND/OR WELD FAILURES****Material**14.  Body of Pipe ⇒  Dent  Gouge  Bend  Arc Burn  Other15.  Component ⇒  Valve  Fitting  Vessel  Extruded Outlet  Other16.  Joint ⇒  Gasket  O-Ring  Threads  Other**Weld**17.  Butt ⇒  Pipe Fabrication  Other18.  Fillet ⇒  Branch  Hot Tap  Fitting  Repair Sleeve  Other19.  Pipe Seam ⇒  LF ERW  DSAW  Seamless  Flash Weld  HF ERW  SAW  Spiral  OtherComplete a-g if you indicate **any** cause in part H5.

a. Type of failure:

 Construction Defect ⇒  Poor Workmanship  Procedure not followed  Poor Construction Procedures Material Defectb. Was failure due to pipe damage sustained in transportation to the construction or fabrication site?  Yes  Noc. Was part which leaked pressure tested before accident occurred?  Yes, complete d - g  Nod. Date of test:        yr.        mo.        daye. Test medium:  Water  Inert Gas  Other \_\_\_\_\_f. Time held at test pressure:        hr.

g. Estimated test pressure at point of accident: \_\_\_\_\_ PSIG

**H6 - EQUIPMENT**20.  Malfunction of Control/Relief Equipment ⇒  Control valve  Instrumentation  SCADA  Communications  Block valve  Relief valve  Power failure  Other \_\_\_\_\_21.  Broken Pipe Coupling ⇒  Threads Stripped, Nipples  Valve Threads  Dresser Couplings  Other \_\_\_\_\_

22.  Seal Failure ⇒  Gasket  O-ring  Seal/Pump Packing  Other \_\_\_\_\_

**H7 - INCORRECT OPERATION**

23.  Incorrect Operation

a. Type:  Inadequate Procedures  Inadequate Safety Practices  Failure to Follow Procedures  
 Other \_\_\_\_\_

b. Number of employees involved who failed a post-accident test: drug test: \_\_\_/\_\_\_/\_\_\_/\_\_\_ alcohol test: \_\_\_/\_\_\_/\_\_\_/\_\_\_

**H8 - OTHER**

24.  Miscellaneous, describe: \_\_\_\_\_

25.  Unknown

Investigation Complete  Still Under Investigation (submit a supplemental report when investigation is complete)

**PART I - NARRATIVE DESCRIPTION OF FACTORS CONTRIBUTING TO THE EVENT**

(Attach additional sheets as necessary)

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
<b>COMPANY PERSONNEL</b>		
Jeffery Schimmel District Operations Manager <b>Primary Qualified Individual</b>	281 366 7441 (Office) 630 815 4138 *(Mobile)	
Mark Buteau Compliance Coordinator <b>Alternate Qualified Individual</b> Planning Section Chief	(337) 735-5303 (Office) (b) (6) (337) 654-1184 *(Mobile)	

BP Pipeline - Emergency Only	(800) 548-6482 (Office)	
David Bugg HSSE Manager	(281) 366-0970 (Office) (713) 859-6173 *(Mobile)	
Leith McDonald	(281) 366-5988 (Office) (b) (6) (713) 410-4997 *(Mobile)	
Joy Slaback Env. and Emergency Response Coordinator	(713) 323-2168 (Office) (b) (6) (713) 998-0481 *(Mobile)	
Marcus Comeaux Core Team Leader Operations	(985) 580-2424 (Office) (985) 209-2553 *(Mobile) (800) 429-3775 (Pager)	
Allan McFarland Core Team Leader Operations	(985) 580-2424 (Office) (409) 291-0032 *(Mobile)	
Ron Phillips Core Team Lead	228-696-0120 (Office) 228-219-7500 *(Mobile)	
John Jackson Team Lead	(228) 636-0120 (Office) (337) 515-6923 *(Mobile)	
Ivan Suire Planning & Optimization Coordinator	(228) 518-0915 *(Mobile)	
Mike Brandt District HSSE Coordinator	(985) 580-2424 (Office) (b) (6)	

	(985) 381-4368 *(Mobile)	
Ken Roberts	(228) 696-0120 (Office) (228) 327-1569 *(Mobile)	

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
COMPANY PERSONNEL , CONTINUED		
Trish Brewer Damage Prevention Coordinator	(228) 696-0120 (Office) (228) 218-0912 *(Mobile)	
Dan Shaffer Facility Engineer Planning Support	(630) 536-2636 (Office) (330)464-4591 *(Mobile)	
Gerard Knight Construction Operations - On Scene Command	(281)504-6856 (Office) (281) 782-5947 *(Mobile)	
Earnest Bush Emergency Response Coordinator	(281) 366-8295 (Office) (281) 513-1067 *(Mobile)	
Ken Duplantis Engineering & Maintenance Specialist	(985) 580-2424 (Office) (985) 688-8088 *(Mobile)	
Robert Newsom Damage Prevention Specialist	(b) (6) (281) 642-3145 *(Mobile)	
Kevin Sampey Operations Coordinator	(985) 580-2424 (Office)	

	(985) 860-3418 *(Mobile)	
Al Daquin Corrosion Specialist	(228) 696-0120 (Office) (504) 858-3465 *(Mobile)	
Sam Lun Operations Support	(281) 366-4644 (Office) (b) (6) (713) 822-8481 *(Mobile)	
Jody Lemoine	(985) 580-2424 (Office) (b) (6) (985) 209-3656 *(Mobile)	
Troy Aucoin	(985) 764-9170 (Office) (504) 481-2607 *(Mobile)	
Tony Lapeyrouse	(985) 580-2424 (Office) (b) (6) (985) 226-2735 *(Mobile)	
Kent Vaughn	(985) 580-2424 (Office) (b) (6) (504) 289-9597 *(Mobile)	

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
COMPANY PERSONNEL , CONTINUED		

Ross Ivy	(225) 654-0085 (Office) (b) (6) (985) 590-9604 *(Mobile)	
Steve Shannon	(985) 580-2424 (Office) (504) 920-9300 *(Mobile)	
Mike Garrett	(281) 366-3452 (Office) (b) (6) (360) 510-1855 *(Mobile)	
Sharon Fisk ROW Agent	(281) 366-1185 (Office) (713) 417-7210 *(Mobile)	

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
<b>Initial</b>		
BSEE New Orleans District	504-734-6740 (Normal/After Hours) 504-734-6742 (Normal/After Hours) 504-615-0114 (After Hours Cell Phone) 504-734-6741 (Fax)	
BSEE Oil Spills - Normal Business Hours - Rusty Wright	504-736-2529	
BSEE Pipelines Section	504-736-2814 (Normal/After Hours) 504-452-3562 (After Hours Cell Phone) 504-736-2408 (Fax)	
National Response Center (NRC) - NRC will contact the USCG and EPA	(800) 424-8802* (202) 267-2675*	

completing the Federal notifications.	(202) 267-1322 Fax	
<b>Recommended</b>		
<b>Federal Agencies</b>		
Environmental Protection Agency, Region IV (AL, FL, GA, KY, MS, NC, SC, TN) Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW, Atlanta, GA 30303-8960	(404) 562-9900 (Main Number) (404) 562-8700* (Spill Reporting) (800) 241-1754 (Main Number) (404) 562-8174 (Fax)	
Occupational Safety and Health Administration (OSHA) - Washington, D.C.	(800) 321-6742*	
U.S. Environmental Protection Agency, Region VI (NM, TX, OK, AR, LA)	(214) 665-6428*; (214) 665-6444 (general) (866) 372-7745* (800) 887-6063; (214) 665-2760 (outside Region 6)	
US Fish & Wildlife Service	(251) 441-5181 Alabama Ecological Services Field Office	
USCG Operations & Rescue Center	504-589-6225	
USFWS - Houston, TX Ecological Services Field Office	(281) 286-8282	
USFWS - Jackson, MS Ecological Services Field Office		
<b>State Agencies - Alabama</b>		
Alabama Department of Environmental Management (SERC)	(334) 260-2700	
<b>County Agencies - Alabama</b>		
Mobile County		
Mobile County LEPC	251-460-8000	
<b>State Agencies - Louisiana</b>		
Louisiana Department of Natural Resources (LDNR)	(225) 342-5585	

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
<b>Recommended, Continued</b>		

**State Agencies - Louisiana**

Louisiana Department Of Public Safety (notify within 1 hour)	(225) 925-6595* (877) 925-6595*	
Louisiana Oil Spill Coordinator Office (LOSCO)	(225) 219-5800	

**County Agencies - Louisiana**

## Jefferson Parrish

Grand Isle Port Commission	(985) 787-2229	
Grand Isle Town Hall	(985) 787-3196	
Grand Isle Wildlife and Fisheries	(985) 787-2163	
Jefferson Parish Emergency Center (LEPC)	(504) 349-5360*	

## LaFourche Parrish

Lafourche Parish Homeland Security & Emergency Preparedness Office	(985) 446-8427*	
Lafourche Parish LEPC	(504) 632-1355	
Lafourche Parish Sheriff Department	(985) 446-2255*	
Terrebonne General Medical Center	(985) 873-4141*	

## Plaquemines Parrish

Meadowcrest Hospital	(504) 392-3131*	
Plaquemines Parish LEPC	(504) 682-7920	
Plaquemines Parish Sheriff's Department	(985) 564-2525*	
St. Charles General Hospital	(504) 899-7441*	
West Jefferson Medical Center Ambulance Service	(504) 340-8661*	

## St. Tammany Parrish

St. Tammany Parish LEPC	985-624-3120	
-------------------------	--------------	--

**State Agencies - Mississippi**

Mississippi Environmental Management Agency (SERC)	(800) 222-6362	
---	----------------	--

**County Agencies - Mississippi**

## Clarke County

Clarke County LEPC	601-776-2461	
--------------------	--------------	--

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED

**Recommended, Continued****County Agencies - Mississippi**

## George County

George County LEPC

601-947-7557

## Greene County

Greene County LEPC

601-394-5627

## Hancock County

Hancock County LEPC

228-466-8320

## Harrison County

Harrison County LEPC

228-865-4002

## Jackson County

Jackson County LEPC

228-769-3111

## Wayne County

Wayne County LEPC

601-735-2184

**State Agencies - Texas**State Emergency Response Commission  
(SERC)

(512) 463-7727

State Office of Emergency Management

(512) 424-2138  
(512) 424-2000\*Texas Department of Transportation  
(DOT)(409) 763-2386  
(409) 978-2501  
(409) 978-2553  
(713) 881-3106**County Agencies - Texas**

## Harris County

Harris Co. Sheriff Department

(713) 221-6000

Harris County LEPC

(713) 473-7646  
Spills - 911

Houston Fire Department

(713) 247-5000

Houston LEPC

(713) 881-3100  
(713) 881-3073  
(713) 881-3083  
(713) 881-3333/3045

Houston Police Department

(713) 222-3131  
(713) 681-1761

South Houston Fire Department

(713) 944-1910

**USCG Classified OSRO's**ES&H/Cenac Environmental Services  
Houma, LA

(877) 437-2634

Marine Spill Response Corporation  
Galveston, TX

(800) 645-7745

Oil Mop, LLC

(800) 645-6671

Belle Chasse, LA

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
<b>Recommended, Continued</b>		
<b>USCG Classified OSRO's</b>		
National Response Corporation Houston, TX	(800) 899-4672	
American Pollution Control, Inc. New Iberia, LA	(800) 482-6765	
Clean Channel Association Inc. Pasadena, TX	(713) 534-6195	
Garner Environmental Services Deer Park, TX	(800) 424-1716	
<b>Service Providers (as needed)</b>		
ICI	(800) 436-0883	
L.W. Environmental Services	(888) 890-2597	
U.S. Environmental LLC	(888) 279-9930	

## SECTION 4

Last revised: July 2008

**RESPONSE TEAM ORGANIZATION**

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4.1 Description4.1.1 Facility Response Team4.1.2 Incident Management Team (IMT) / BP Americas Response Team (BART)4.1.3 Business Support Team (BST)4.2 Activation Procedures4.3 Team Member Response Times4.4 Incident Command System / Unified Command4.5 Qualified Individual (QI)Figure 4.5-1 - Incident Management Team Activation ProcedureFigure 4.5-2 - Incident Management Team Organization4.6 Incident Management Team (IMT) Job Description Checklists

## 4.1 DESCRIPTION

The Company's Incident Response Organization consists of the following teams:

- Facility Response Team (Local Response Team)
- Incident Management Team (IMT)
- BP Americas Response Team (BART)
- Business Support Team (BST)

The teams are organized and act in a manner consistent with the Incident Command System (ICS). These teams are comprised of personnel at Houston, Chicago, and local facilities. These teams will work in cooperation to:

- Manage the incident,
- Develop strategies and priorities for a response,
- Supervise contractors,
- Handle safety and security matters, and
- Provide logistical support for contractor personnel

### 4.1.1 Facility Response Team

The first BP person on-scene will function as the Incident Commander and person-in-charge until relieved by an authorized supervisor who will then assume the position of Incident Commander (IC). Transfer of command will take place as more senior management respond to the incident. For response operations within the control of the Facility Response Team, the role of IC will typically be assumed and retained by Terminal Management.

The number of positions/personnel required to staff the Facility Response Team will depend on the size and complexity of the incident. The duties of each position may be performed by the IC directly or delegated as the situation demands. The IC is always responsible for directing the response activities and will assume the duties of all the primary positions until the duties can be delegated to other qualified personnel.

The Facility Response Team/Incident Management Team organization is shown in **FIGURE 4.5-2**. Telephone reference is provided in **FIGURE 3.1-4**. Detailed job descriptions of the primary response team positions are provided in **SECTION 4.6**.

### 4.1.2 Incident Management Team (IMT) / BP Americas Response Team (BART)

The regional Incident Management Team (IMT) and the national BP Americas Response Team (BART), once fully staffed, are designed to cover all aspects of a comprehensive and prolonged incident response. During a prolonged response, additional personnel may be cascaded in, and more than one level within the Team may be involved to sustain 24-hour operations.

Both teams (IMT and BART) are organized according to Incident Command System principles. Led by an Incident Commander, the team is composed of the following principal components:

- Command
- Planning
- Finance

- Operations
- Logistics

### **Incident Management Team (IMT)**

A regional response team of approximately 30 US Pipelines & Logistics, Air BP, Retail, RM and Lubes (Castrol) personnel located in a particular geographic area. (There are five of these teams organized across the country.) All or part of an IMT can be deployed to the field location to provide manpower and expertise, to help respond to an incident, and manage it. These teams function by using the Incident Command System.

### **BP Americas Response Team (BART)**

The national response team made up of approximately 250 employees from all of the BUs within North America. All or any part of the BART can be deployed to the field location to provide manpower and expertise, to help respond to an incident, and manage it. This team also functions using the Incident Command System.

The primary roles of the IMT / BART are to:

- Provide strategic direction to emergency response operations.
- Support tactical responders.
- Address tactical and/or crisis issues and concerns best handled at the IMT / BART level.
- Interface with and provide information to external parties.

The functions carried out by an IMT or the BART include:

- Sizing up the incident and the nature and status of tactical response operations.
- Developing strategic objectives and response priorities.
- Gathering information on the nature and location of tactical response operations and the resources being used to carry out the operations.
- Securing the resources necessary to support tactical response operations.
- Working with the Facility Response Team to develop Incident Action Plans describing field assignments for the next operational period.
- Securing the resources necessary to implement Incident Action Plans.
- Preparing a General Plan that scopes emergency response operations from initial notification to the completion of demobilization operations.
- Securing the resources necessary to implement the General Plan.
- Instituting and enforcing appropriate financial controls.
- Continuously assessing incident potential to determine an incident's capacity to grow into a crisis situation.

### **BP Americas Response Team (BART), continued**

**FIGURE 4.5-2** provides an organizational chart for the IMT. **FIGURE 3.1-4** presents a roster of all involved personnel with job titles. Job descriptions for each team member are included in **SECTION 4.6**.

#### **4.1.3 Business Support Team BST**

A small team made up primarily of US Pipelines & Logistics (USPL) personnel located in the Naperville Office that provides business support to the field location during an incident. This

team does not manage the field response but it ensures that the field location has the resources and support it needs to successfully deal with the incident. The BST also addresses business related issues that grow out of the incident that could adversely impact USPL or the Company. Facilitation of communication/information sharing is another responsibility of the BST.

When activated, the BST determines what, if anything, must be done to support Facility Response Team / IMT response efforts; and it works to identify, evaluate and proactively address the implications of the incident and response operations on the Company. The mission of the BST is to avoid crisis, whenever possible, and to mitigate crisis situations that cannot be avoided, to the maximum extent possible.

### **Notification of BST Emergency Manager (EM)**

All incidents that involve injuries, fatalities or the implementation of tactical response equipment should be reported to the BST Emergency Manager (EM), as soon as possible. This can be accomplished through the process outlined in **SECTION 4.2** below. The Terminal Manager / Incident Commander (TM / IC) should provide a brief account of the incident facts, initial response efforts, agency and media involvement and Facility Response Team / IMT / BART support needs. A more detailed briefing can be provided to the BST later

### **Activation of BST**

The BST Emergency Manager (EM) will assess the situation, and decide on the most appropriate course of action. If the incident is minor, requires no assistance from the BST and poses little threat to escalate to a crisis, the EM can elect to simply monitor the situation.

Whenever the EM determines that a potential or actual crisis exists, the BST Aide de Camp will be instructed to activate the full or partial BST.

## **4.2 ACTIVATION PROCEDURES**

Activation of appropriate Company response teams may be accomplished in stages. If an incident has been discovered and it is determined by the Terminal Manager / Incident Commander (TM / IC) that a response is warranted, team activation proceeds as follows (see **FIGURE 3.1-1**):

- The Terminal Manager (TM / IC) is notified.
- TM / IC notifies the Area Manager (AM) or District Operations Manager (DOM) and the BP Notification Center (BPNC).
- The AM or DOM continues the upward notification process (through appropriate levels of US Pipelines & Logistics management).
- The BPNC contacts the Emergency Preparedness / Crisis Management (EP/CM) Advisor.
- The EP/CM Advisor notifies the BST Emergency Manager (EM) and they assess the need to activate / convene the BST and activate / deploy the IMT and/or BART.
- If activation of any of these teams is necessary, the EP/CM Advisor (who is also the BST Aide de Camp) accomplishes this through the BPNC, via the BP Communicator System (autodialer).
- If activated, the BST convenes in the Naperville 1 office building.
- If activated, all or any part of the IMT and/or BART may be deployed to the Incident

#### Command Post (ICP).

- TM / IC briefs all IMT / BART members, upon arrival at ICP.
- IC and Section Chiefs continually assess staffing needs.
- IC requests additional IMT / BART personnel, if needed, through the BST. (BST Aide de Camp handles activation.)
- IC de-activates IMT / BART personnel that are not needed.

### 4.3 TEAM MEMBER RESPONSE TIMES

The Incident Commander and IMT will likely mobilize to the Naperville or Houston Crisis Center (HCC) initially. The IMT's maximum expected arrival time during off hours is 1-2 hours. The ICP may be relocated closer to the spill location within the first 24 to 48 hours of the response.

### 4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND

The Incident Command System (ICS) will be used as a method of integrating federal, state and local agencies into the IMT. The purpose of this system is to organize diverse responding agencies into one unified team.

The ICS includes a Unified Command Structure consisting of three key On-Scene Coordinators: Federal On-Scene Coordinator (FOSC), State On-Scene Coordinator (SOSC) and the Responsible Party Incident Commander (RP). These three entities will share decision-making authority as Incident Commanders and will consult with each other regarding spill response management issues.

The FOSC will coordinate all federal agencies involved in the response. The SOSC will coordinate all state and local agencies involved in the response activities. The Responsible Party Incident Commander will coordinate all company activities.

Depending upon the size and complexity of the incident, additional federal and state agency personnel may integrate into the other functions of the IMT.

### 4.5 QUALIFIED INDIVIDUAL (QI)

The Qualified Individual (QI) is an English-speaking representative of the Company, located in the United States, available on a 24-hour basis, with full authority to obligate funds, implement response actions and immediately notify the appropriate Federal officials and response organizations. The designated Company QIs are listed in **FIGURE 3.1-4**. A description of QI training is provided in **APPENDIX A**. A copy of the "Appointment and Authorization of Qualified Individuals" letter can be found in the Additional Information appendix.

### 4.5 QUALIFIED INDIVIDUAL (QI), CONTINUED

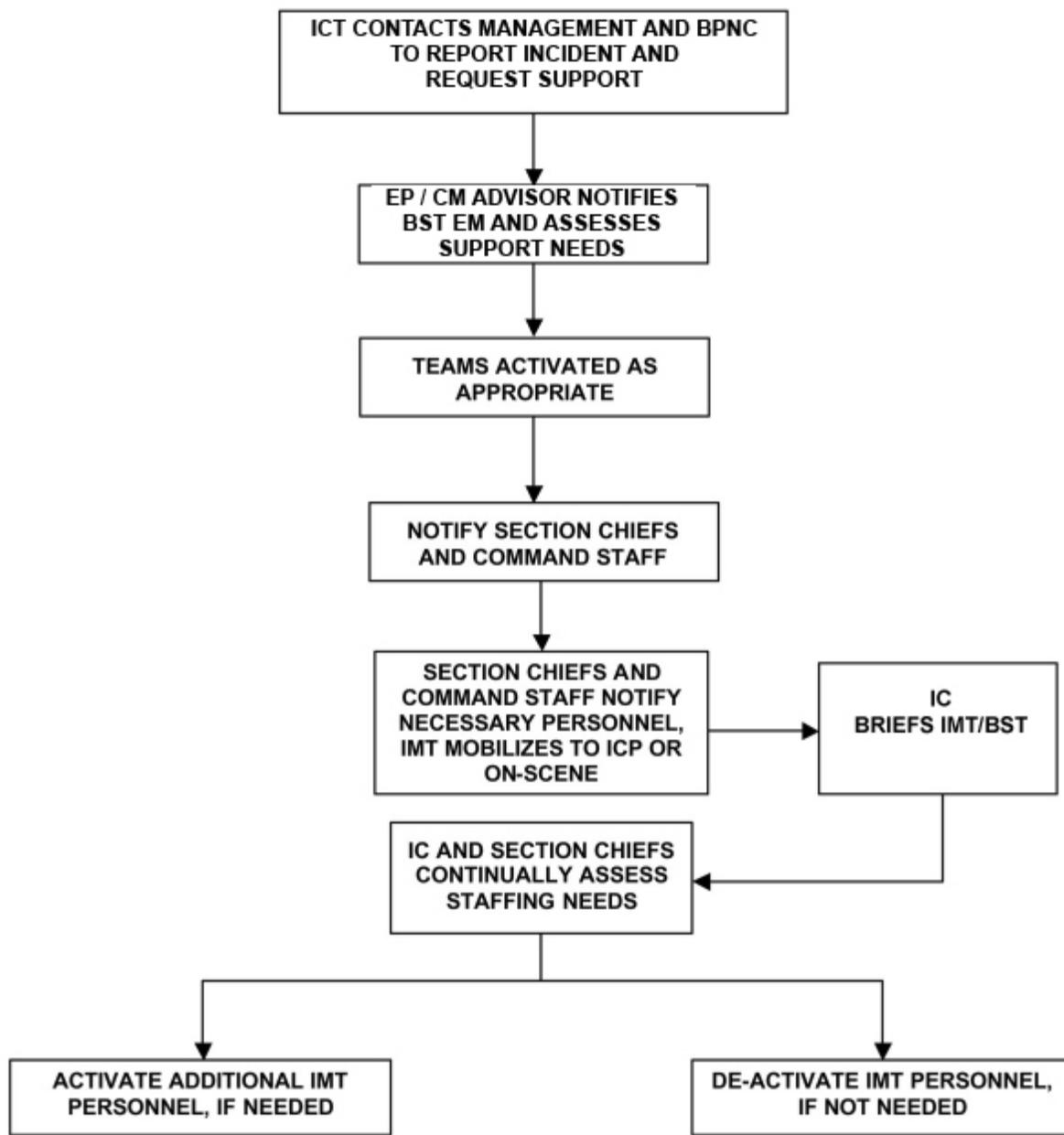
The QI has the following responsibilities and authorities as required by the Oil Pollution Act of 1990 (40 CFR Parts 9 and 112):

- Activate internal alarms and hazard communication systems to notify all appropriate personnel.
- Notify all response personnel as needed.
- Identify character, exact source, amount, and extent of the release and other necessary

items needed for notifications.

- Notify and provide information to appropriate federal, state, and local authorities.
- Assess the interaction of the spilled substance with water and/or other substances stored at the Facility and notify on-scene response personnel of assessment.
- Assess possible hazards to human health and the environment (including outside the fenceline).
- Coordinate rescue and response actions.
- Must be familiar with the planning distance and equipment deployment locations.
- Assess and implement prompt removal actions.
- Access Company funds to initiate cleanup activities.
- Direct cleanup activities until properly relieved of responsibility or incident is terminated.

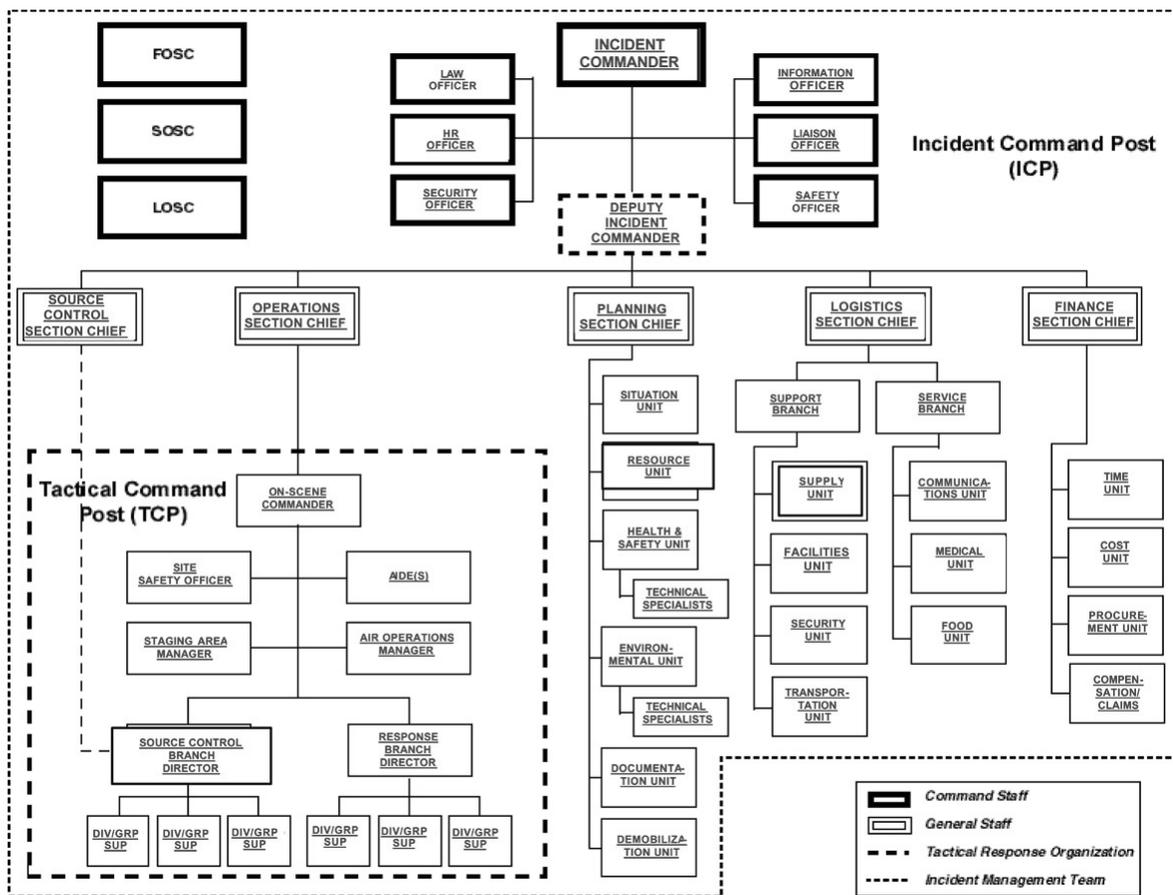
#### **FIGURE 4.5-1 - INCIDENT MANAGEMENT TEAM ACTIVATION PROCEDURE**



\*BP Corp., 2000

FIGURE 4.5-2 - INCIDENT MANAGEMENT TEAM ORGANIZATION

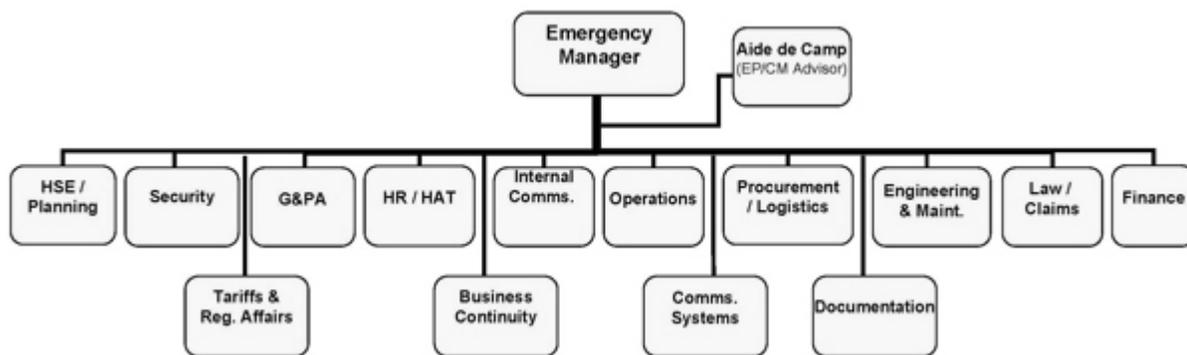
## TYPICAL IMT ORGANIZATION



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

FIGURE 4.5-2 - INCIDENT MANAGEMENT TEAM ORGANIZATION, CONTINUED

**USPL BUSINESS SUPPORT TEAM**



Core Team

#### 4.6 INCIDENT MANAGEMENT TEAM (IMT) JOB DESCRIPTION CHECKLISTS

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

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

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

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

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

INCIDENT COMMANDER	INITIALS	DATE & TIME
Review Common Responsibilities.		
Assess the situation and/or obtain incident briefing from prior Incident Commander.		
Determine Incident Objectives and Strategies in accordance with Area Contingency Plan(s) (ACP).		
Establish the immediate priorities.		
Establish an Incident Command Post.		
Establish an appropriate organization.		
Brief Command Staff and Section Chiefs.		

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

The Information Officer, a member of the Command Staff, is responsible for developing and releasing information about the incident to the news media, to incident personnel and to other appropriate agencies and organizations.

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

<b>INFORMATION OFFICER</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Determine from the Incident Commander if there are any limits on information release.		
Develop material for use in media briefings.		
Obtain Incident Commander approval for media releases.		
Inform media and conduct media briefings.		
Arrange for tours and other interviews or briefings that may be required.		
Obtain media information that may be useful to incident planning.		
Maintain current information summaries and/or displays of the incident and provide information on the status of the incident to incident personnel.		

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

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

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

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

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

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

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

<b>LEGAL OFFICER</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Participate in Planning Meetings if requested.		
Advise Unified Command on legal issues relating to in-situ burning, use of dispersants and other alternative response technology.		
Advise Unified Command on legal issues relating to Natural Resource Damage Assessment (NRDA).		
Advise Unified Command on legal issues relating to investigation.		
Advise Unified Command on legal issues relating to finance and claims.		

Advise Unified Command on response related issues.		
--	--	--

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

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

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

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

<b>PLANNING SECTION CHIEF</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Activate Planning Section Units.		
Assign available personnel already on site to ICS organizational positions		

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

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

<b>LOGISTICS SECTION CHIEF</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Plan organization of Logistics Section.		
Assign work locations and preliminary work tasks to Section personnel.		
Notify Resources Unit of Logistics Section Units activated including names and locations of assigned personnel.		
Assemble and brief Branch Directors and Unit Leaders.		

Participate in preparation of Incident Action Plan.		
Identify service and support requirements for planned and expected operations.		
Provide input to and review Communications Plan, Medical Plan, Traffic Plan, and Vessel Routing Plan.		
Coordinate and process requests for additional resources.		
Review Incident Action Plan and estimate Section needs for next operational period.		
Advise on current service and support elements of the Incident Action Plan.		
Prepare service and support elements of the Incident Action Plan.		
Estimate future service and support requirements.		
Receive Demobilization Plan from Planning Section.		
Recommend release of Unit resources in conformance with Demobilization Plan.		
Ensure general welfare and safety of Logistics Section personnel.		

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

<b>FINANCE SECTION CHIEF</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Attend briefing with responsible agency to gather information.		
Attend Planning Meeting to gather information on overall strategy.		
Determine resource needs.		
Develop an operating plan for Finance function on incident.		
Prepare work objectives for subordinates, brief staff, making assignments, and evaluate performance.		
Inform members of the Unified Command and General Staff when Section is fully operational.		
Meet with assisting and cooperating Agency Representatives as required.		
Provide input in all planning sessions on financial and cost analysis matters.		
Maintain daily contact with agency(s) administrative headquarters on finance matters.		
Ensure that all personnel time records transmitted to home agencies according to policy.		
Participate in all demobilizing planning.		

Ensure that all obligation documents initiated at the incident are properly prepared and completed.		
Brief agency administration personnel on all incident related business management issues needing attention and follow-up to leaving incident.		

SECTION 5  
**INCIDENT PLANNING**

Last revised: July 2008

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5.1 Documentation Procedures

5.2 ICS Forms

5.2.1 Incident Briefing Form - ICS 201 (Initial Report Only)

5.2.2 BP Initial Plan of Action (IPA)

5.2.3 Incident Action Plan (IAP) Table of Contents

5.2.4 Incident Action Plan (IAP) Cover Sheet

5.2.5 Incident Action Plan (IAP) Executive Summary

5.2.6 Objectives For General Plan

5.2.7 Objectives - ICS 202

5.2.8 Organization Assignment List - ICS 203

5.2.9 Field Assignment Change Sheet - ICS 204

5.2.10 Field Assignment - ICS 204a

5.2.11 Communications Plan - ICS 205

5.2.12 Medical Plan - ICS 206

5.2.13 Check-In List (Equipment / Personnel) - ICS 211

5.3 Site Safety and Health Plan

5.4 Decontamination Plan

5.5 Disposal Plan

5.6 Incident Security Plan

5.7 Demobilization Plan

5.8 Incident Potential Worksheet

## 5.1 DOCUMENTATION PROCEDURES

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

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

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

## 5.2 ICS FORMS

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

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

- **BP INITIAL PLAN OF ACTION (IPA)**

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

The IPA consists of the following ICS forms:

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

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

- **INCIDENT ACTION PLAN (IAP) EXECUTIVE SUMMARY**

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

- **OBJECTIVES FOR GENERAL PLAN**

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

activities.

- **OBJECTIVES - ICS 202**

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

- **ORGANIZATION ASSIGNMENT LIST - ICS 203**

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

- **FIELD ASSIGNMENT CHANGE SHEET - ICS 204**

Submits assignments at the level of Division and Groups.

- **FIELD ASSIGNMENT - ICS 204a**

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

## 5.2 ICS FORMS, CONTINUED

- **COMMUNICATIONS PLAN - ICS 205**

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

- **MEDICAL PLAN - ICS 206**

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

- **CHECK-IN LIST (EQUIPMENT / PERSONNEL) - ICS 211**

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

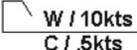
In addition, these Incident Command System (ICS) forms may be found on the U.S. Coast Guard web page: [http://www.uscg.mil/ccs/cit/cim/forms1/form\\_ics.html](http://www.uscg.mil/ccs/cit/cim/forms1/form_ics.html).

### 5.2.1 Incident Briefing Form - ICS 201 (Initial Report Only)

**1. Incident Name:** \_\_\_\_\_

**2. Date / Time Prepared / Updated:** \_\_\_\_\_

**3. ? Map Sketch**

	Source		Boundary of Isolation Perimeter		First Aid Station
	Tactical Command Post		Boundary of Hot Zone		Task
	Staging Area(s)		Location of Warm Zone		Wind and Current Speed and Direction

Staging Area(s)	Tasks	Weather
S1 _____	T1 _____	Wind direction/Speed _____
S2 _____	T2 _____	Temp _____
S3 _____	T3 _____	Precipitation _____
S4 _____	T4 _____	Tides _____
S5 _____	T5 _____	Sunrise/Set _____

**Prepared by:** \_\_\_\_\_ **Contact** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Radio** \_\_\_\_\_

**SUMMARY OF INCIDENT AND CURRENT ACTIONS**

INCIDENT BRIEFING ICS 201-2 (pg 2 of 6)

**Incident Name:** \_\_\_\_\_ **Date Prepared:** \_\_\_\_\_**Incident Location:** \_\_\_\_\_ **Time Prepared:** \_\_\_\_\_**DESCRIPTION OF INCIDENT:**

Date/Time: \_\_\_\_\_

What Happened:  Fire  Gas Leak  Explosion  Spill  Medical   
HAZMAT  Other

Extent of \_\_\_\_\_

Impact: \_\_\_\_\_

Source: \_\_\_\_\_ Name/Type: \_\_\_\_\_

**DESCRIPTION OF SPILLED/ EMITTED MATERIAL:****Type:** \_\_\_\_\_ **Quantity:** \_\_\_\_\_**INCIDENT POTENTIAL:**

- Incident Under Control.
- Incident currently not under control, but can be handled with available resources.
- Incident not under control and will require additional resources (e.g., contractors, mutual aid).
- Incident will likely generate significant public affairs/community relations issues.

**SAFETY CONSIDERATIONS:**

Injuries: \_\_\_\_\_ Fatalities: \_\_\_\_\_ Missing: \_\_\_\_\_

Chemical

Hazards: \_\_\_\_\_

Physical

Hazards: \_\_\_\_\_

Required PPE

Level: \_\_\_\_\_

**RESPONSE: GENERAL**

PROBLEMS	SOLUTIONS

**IMPACTS:**  Land  People  Property  Environment   
Water  Community**RESPONSE OBJECTIVES (MARK APPLICABLE):**

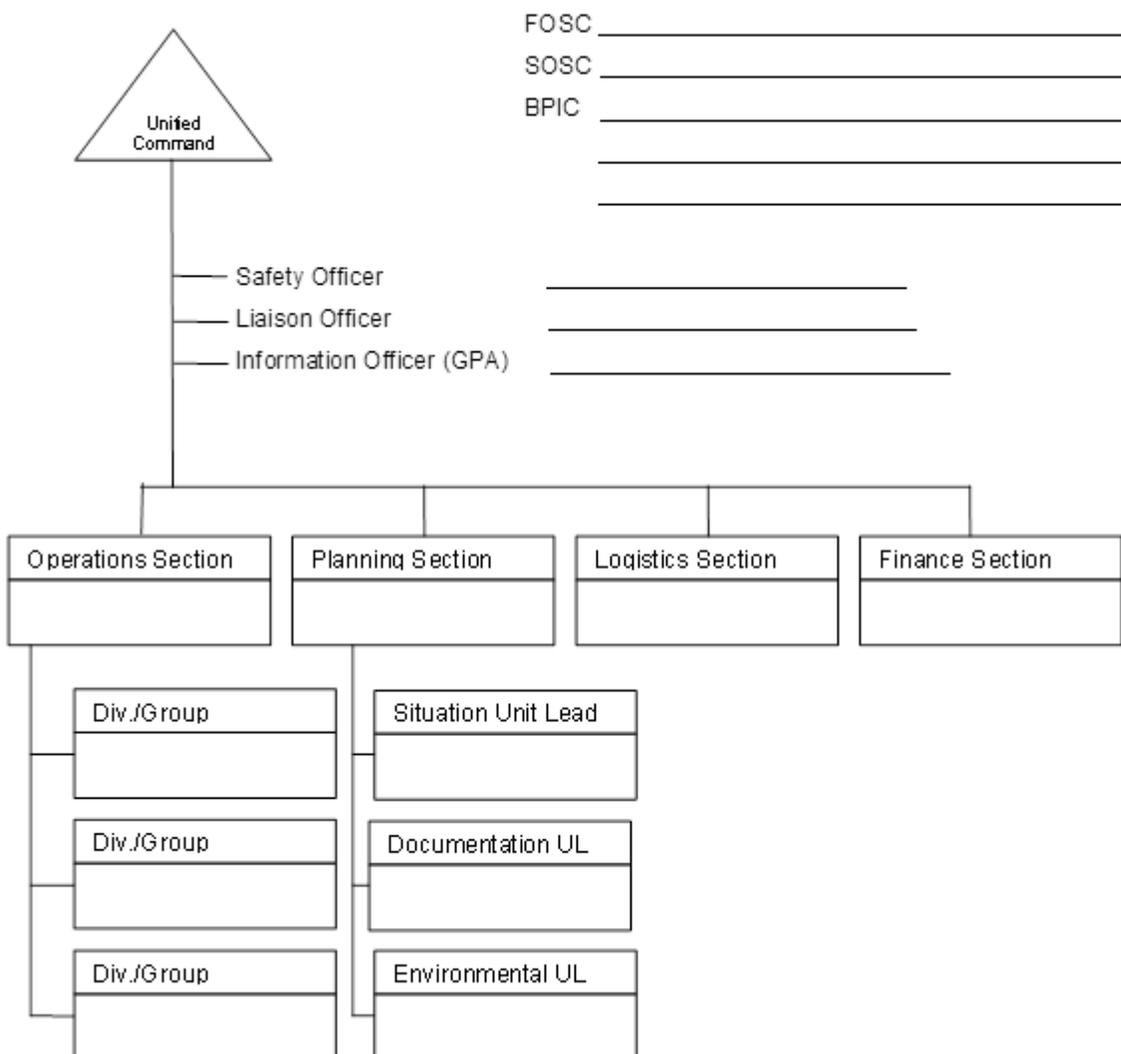
- Ensure Safety of all responders and the Community from Incident Hazards
- Gain and maintain control over incident source (spill, fire, etc.)
- Minimize spread of spill or emitted materials
- Clean up impacted areas in an environmentally sound fashion (Spill, storm debris, etc.)
- Keep Internal and external stakeholders informed (Public, Leadership, agencies, etc.)

<input type="checkbox"/> Other		
<b>Prepared By:</b>	<b>ICS Position:</b>	<b>Phone:</b>

**5.2.1 Incident Briefing Form - ICS 201 (Initial Report Only), Continued**

<b>1. Incident Name</b>	<b>2. Prepared by (name)</b> Date: _____ Time: _____	<b>INCIDENT BRIEFING</b>
-------------------------	---	--------------------------

**3. Current Organization**



FOSC \_\_\_\_\_  
 SOSC \_\_\_\_\_  
 BPIC \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

— Safety Officer \_\_\_\_\_  
 — Liaison Officer \_\_\_\_\_  
 — Information Officer (GPA) \_\_\_\_\_

### 5.2.1 Incident Briefing Form - ICS 201 (Initial Report Only), Continued

Incident Name/Date Prepared:					
RESOURCE SUMMARY BRIEFING ICS 201-4 (pg 4 of 6)				INCIDENT	
Resources (People and equipment)	Have (Place time in column)			Need	Destination / Location / Assignment
	En Route (ETA)	Staged/ Available	Assigned		
???????????					

The responses indicated on this worksheet reflect the preliminary views of the person filling out the worksheet based on the information available and known to that person as of the date and time shown and, as such, are subject to modification as additional information is obtained.

### 5.2.1 Incident Briefing Form - ICS 201 (Initial Report Only), Continued

SITE SAFETY AND CONTROLS		INCIDENT BRIEFING ICS 201-5 (pg 5 of 6)	
		<b>Date Prepared:</b>	
<b>Incident Location:</b>		<b>Time Prepared:</b>	
<b>Site Control</b>			
Has an on-scene Safety Officer been designated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Has an Incident Command Post been established?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Have all personnel been accounted for? Injuries: __ Fatalities: __ Unaccounted: __	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are people injured or trapped? (Attach Company Injury/Incident Report, as appropriate)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are untrained/unorganized people on-scene or involved in rescue operations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Has an Isolation Perimeter been established?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Has a Staging Area been established?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Has Site Access Control been established?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>Hazards</b>			
<i>Have you determined the need for:</i>			
Air monitoring	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Onsite characterization	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Offsite characterization	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<i>Are there immediate signs of potential hazards:</i>			
Markings, colors, placards, or labels indicating hazards?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Unidentified liquid or solid products visible?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Vapors visible? Color: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Odors or smells?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Spill area conditions:	<input type="checkbox"/> Dry	<input type="checkbox"/> Wet	<input type="checkbox"/> Icy
Electrical lines down?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Ignition sources nearby (sparks, flames, vehicles)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Physical hazards (holes, caverns, deep ditches, fast-moving water) nearby?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is local traffic a potential problem?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
As you approach the scene from the upwind side, are there changes in status of any of the above?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	





<b>Status of Source:</b>				
<b>Status of Source Control Operations (including relief well planning, material procurement, and rig availability):</b>				
<b>Spilled/Emitted Material (what, how much, location, predicted landfall - where, when):</b>				
<b>On-scene Atmospheric and Oceanic Conditions:</b>				
Wind Speed:	Wind Direction from:	Air temp:	Visibility:	Precipitation:
Sea Height:	Current Speed:	Current Direction:	Water Temp.:	Other:
<b>Status of People (deaths, injuries, missing, evacuated, etc.):</b>				
<b>Safety Considerations:</b>				
<b>Locations of IMT EOC, TRT ICP, etc.:</b>				
<b>Status of Unified Command (including integration of other responding organizations into IMT):</b>				

### 5.2.2 BP Initial Plan of Action (IPA), Continued

<b>Status of Notifications</b>			
<b>Agency</b>	<b>Contacted by</b>	<b>Time</b>	<b>Name of agency contact person</b>
<b>National Response Center</b>			
<b>EPA</b>			











**2.? Operational Period Covered by Plan:**

<b>???? Start Time/Date:</b>		<b>End Time/Date:</b>	
<b>3.???? Command Section:</b>		<b>4.??? Operations Section:</b>	
Incident Commander	Chief		
Unified Commanders	On-scene Commander		
Deputy	Site Safety Officer		
Safety Officer	Staging Area Manager		
Information Officer	Air Operations Manager		
Liaison Officer	Aide		
Law Officer	<b>a.??? Branch I:</b>		
Human Resources Officer	Director		
Security Officer	Division/Group		
<b>5.???? Planning Section:</b>	Division/Group		
Chief	Division/Group		
Resource Unit	Division/Group		
Situation Unit	<b>b.??? Branch II:</b>		
Documentation Unit	Director		
Demobilization Unit	Division/Group		
Health & Safety Unit	Division/Group		
Environmental Unit	Division/Group		
Technical Specialists	Division/Group		
<b>6.???? Logistics Section:</b>	<b>c.?? Branch III:</b>		
Chief	Director		
Service Branch	Division/Group		
Communications Unit	Division/Group		
Medical Unit	Division/Group		
Food Unit	Division/Group		
Support Branch	<b>d.??? Branch IV:</b>		
Supply Unit	Division/Group		
Facilities Unit	Division/Group		
Security Unit	Division/Group		
Transportation Unit	Division/Group		
<b>7.???? Finance Section:</b>	Division/Group		
Chief	<b>e.??? Branch V:</b>		
Time Unit	Director		
Procurement Unit	Division/Group		
Compensation/Claims Unit	Division/Group		

Cost Unit	Division/Group		
	Division/Group		

## 5.2.9 Field Assignment Change Sheet - ICS 204

<b>1.?? Incident Name:</b>		<b>2.?? Field Assignment No.</b>	
<b>3.?? Change Number:</b>		<b>Change Date:</b>	<b>Change Time:</b>
<b>4.?? Status of Change:</b>	<b>Draft</b>	<b>Final</b>	
<b>5.?? Contact Person:</b>		<b>Position:</b>	
<b>6.?? Portion(s) of Assignment Changed</b>			
? <input type="checkbox"/> Operational Period		? <input type="checkbox"/> Team Leader	
? <input type="checkbox"/> Task		? <input type="checkbox"/> Number of Personnel	
? <input type="checkbox"/> Division or Group Designation		? <input type="checkbox"/> Schedule	
? <input type="checkbox"/> Objective		? <input type="checkbox"/> Safety Message	
? <input type="checkbox"/> Description of Work		? <input type="checkbox"/> Environmental Message	
? <input type="checkbox"/> Management		? <input type="checkbox"/> Diagram or Map	
? <input type="checkbox"/> Equipment			
Description of Change(s)			
<b>7.?? Approved by:</b>		<b>Time/Date:</b>	

## 5.2.10 Field Assignment - ICS 204a

<b>1.? Incident Name:</b>		<b>2.? Field Assignment No.:</b>	
<b>3.? Status of Assignment:</b>	Draft	Final	
<b>4.? Operational Period:</b>	Current	Next	
<b>???? Start Time/Date</b>		<b>End Time/Date</b>	
<b>5.? Task:</b>		<b>6.? Division/Group:</b>	
<b>7.? Objective:</b>			
<b>8.? Description of Work:</b>			
		<b>9.? Diagram:?</b> <input type="checkbox"/> Yes ? <input type="checkbox"/> No	
<b>10.? Management</b>			
<b>Position</b>	<b>Person</b>	<b>Communications</b>	
Section Chief			
Branch Director			
Division/Group Supervisor			
Task Leader			
<b>11.? Resources</b>			
<b>Qty.</b>	<b>Single Resource/Strike Team/Task Force</b>	<b>Leader</b>	<b>No. of Personnel</b>
<b>12.? Schedule:</b>	<b>Start Time:</b>	<b>Finish Time:</b>	
<b>13.? Attachments:</b>	<input type="checkbox"/> Change Sheet	<input type="checkbox"/> Environmental Message	
	<input type="checkbox"/> Safety Message	<input type="checkbox"/> Other (Specify)	
<b>14.? Approved by:</b>		<b>Time/Date:</b>	

## 5.2.11 Communications Plan - ICS 205

<b>1.?? Incident Name:</b>				
<b>2.?? Operational Period Covered by Plan:</b>				
<b>Start Time/Date:</b>			<b>End Time/Date:</b>	
<b>3.?? Command Network</b>				
Source	Frequency	Channel	Phone/Fax No.	Assignment
<b>4.?? Tactical Network</b>				
Source	Frequency	Channel	Phone/Fax No.	Assignment
<b>5.?? Supply Network</b>				
Source	Frequency	Channel	Phone/Fax No.	Assignment
<b>6.?? Other Networks (e.g., Source Control, Crisis, etc.)</b>				
Source	Frequency	Channel	Phone/Fax No.	Assignment
<b>7.?? Approved by:??</b>			<b>Time/Date:</b>	
???				

## 5.2.12 Medical Plan - ICS 206

<b>1.?? Incident Name:</b>		
<b>2.?? Operational Period Covered by Plan:</b>		
<b>Start Time/Date:</b>	<b>End Time/Date:</b>	
<b>3.?? First Aid Station(s)</b>		
<b>Location</b>	<b>Division/Group(s) Served</b>	<b>Radio/Phone</b>
<b>4.?? Ground Ambulance Service(s)</b>		
<b>Location</b>	<b>Division/Group(s) Served</b>	<b>Radio/Phone</b>
<b>5.?? Air Ambulance Service(s)</b>		
<b>Location</b>	<b>Division/Group(s) Served</b>	<b>Radio/Phone</b>
<b>6.?? Hospitals and Treatment Facilities</b>		
<b>Location</b>	<b>Division/Group(s) Served</b>	<b>Radio/Phone</b>
<b>7.?? Summary of Medical Emergency Procedures</b>		
<b>8.?? Approved by:??</b>		<b>Time/Date:</b>



### 1. PROJECT OBJECTIVE

Prepared by:		Date:	
Overall Objective of Project:			

### 2. SITE DESCRIPTION

Date:		Sector:	
Business Unit:			
Name of Facility:			
Location (Road, City):			
Potential Hazards (Y / N):			
		Excavations, Trenches, and/or Confined Spaces	
		Hazardous Vapors and Gases	
		Direct Exposure to Hazardous Material	
		Dust and Particulates	
		Environmental Hazards (Rain, Snow, Cold, Heat)	
		Equipment Hazards	
		Other:	
		Other:	
		Other:	

Area Affected: (Describe the area including approximate dimensions.? Attach Site Map)

Surrounding Population (Y/N):			
		Urban	
		Suburban	
		Rural	
		Industrial	
Distance to Nearest Population:			

## 5.3 SITE SAFETY AND HEALTH PLAN, CONTINUED

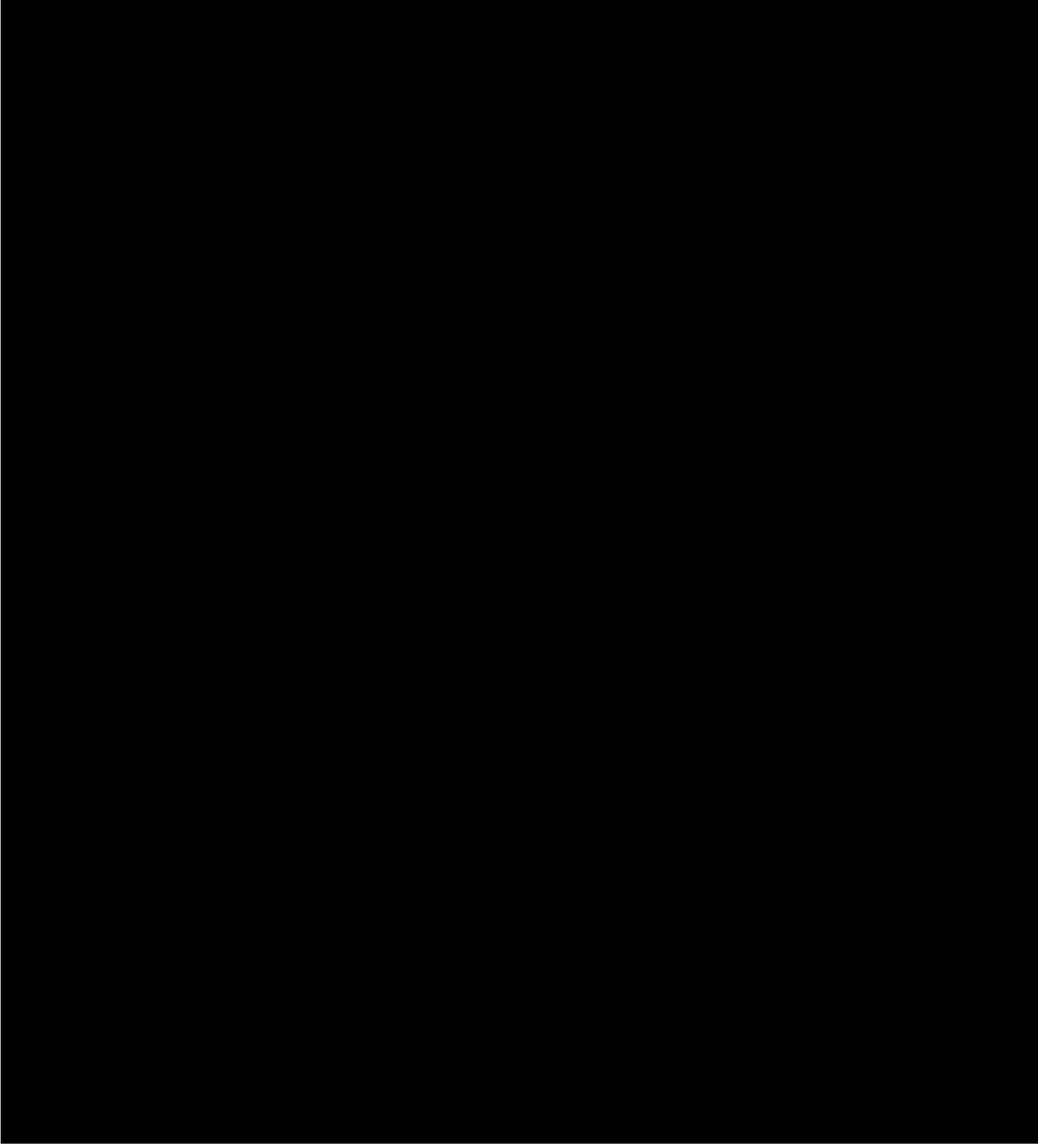
Topography: (Describe terrain)					
sandy beach	rocky	cliffs	marshes	docks	other (explain)
Climate/Weather Conditions:					
	Present	Anticipated			
Winds					
Temp ?F					
Humidity					
% Rain					
Seas					
Comments					
<b>3. BACKGROUND INFORMATION</b>					
Background information:? (Include date, range of site use, source of contamination, estimated extent of contamination, known and suspected contaminants, etc.)					
<b>4. ENTRY OBJECTIVES</b>					
Entry Objectives:? (Fully describe the purpose of site visit(s).? If multiple visits, indicate the objectives of each entry.? The number and types of samples should be included if sampling is to be performed).? All work shall be conducted in accordance with procedures established during pre-entry briefings and attached work plans.? A work plan is attached as Item 10.					

**5.3 SITE SAFETY AND HEALTH PLAN, CONTINUED**

<b>5. PERSONNEL ROLES</b>		
BP Pipelines, N.A. Personnel:		
Key Personnel	Title / Responsibilities	
	<i>On-Scene Commander (OSC)</i>	
	<i>Site Safety &amp; Health Plan Officer (SSO)</i>	
	<i>Contractor Supervisor (CS)</i>	
	<i>GPA</i>	
Federal Agency Representatives:		
Name	Agency	Phone
State Agency Representatives:		
Name	Agency	Phone
Local Agency Representatives:		
Name	Agency	Phone

**5.3 SITE SAFETY AND HEALTH PLAN, CONTINUED**

(b) (7)(F)



### 5.3 SITE SAFETY AND HEALTH PLAN, CONTINUED

## 7. HAZARD EVALUATION

The following substance(s) are known to be on-site. The primary hazards of each are identified.

Product	Physical State <sup>1</sup>	Waste Characteristics <sub>2</sub>	Primary Hazard <sup>3</sup>

1. Liquid, solid, sludge, gas/vapor, other.

2. Corrosive, flammable, toxic, volatile, reactive, radioactive, carcinogen, other.

3. Toxic on inhalation or ingestion absorbed through skin, irritant to eyes, irritant to respiratory tract, irritant to skin, other.

Anticipated concentration and allowable exposure limits

Product	Anticipated Concentration	Full-Shift Exposure Limit	Short-Term Exposure Limit

NOTE: Include institution that establishes limit (e.g., OSHA, ACGIH, etc.).

Other Site Hazards (Y / N):

<input type="checkbox"/>	Heat	
<input type="checkbox"/>	Cold	
<input type="checkbox"/>	Confined Spaces	
<input type="checkbox"/>	Heavy Equipment	
<input type="checkbox"/>	Overhead / Underground Utilities	
<input type="checkbox"/>	Bloodborne Pathogens	
<input type="checkbox"/>	Poison Ivy	
<input type="checkbox"/>	Insects:	
<input type="checkbox"/>	Rodents:	
<input type="checkbox"/>	Snakes:	
<input type="checkbox"/>	Lighting:	
<input type="checkbox"/>	Work Near Water:	
<input type="checkbox"/>	Electrical Hazards:	
<input type="checkbox"/>	Helicopters:	
<input type="checkbox"/>	ATV's:	
<input type="checkbox"/>	Others:	
<input type="checkbox"/>	Others:	



**NOTE:** No changes to the specified levels of protection shall be made without the approval of the Clean-Up Leader and Site Safety Officer.

### 5.3 SITE SAFETY AND HEALTH PLAN, CONTINUED

#### 9.2 ENVIRONMENTAL MONITORING

A direct reading instrument will be used to monitor organic vapor concentration. The instrument will be on while the workers approach the work area and readings will be taken during the following conditions:

- Possibility of IDLH or flammable atmosphere has developed.
- Indication that exposures may have risen over limits since prior monitoring.
- Work begins on different portion of site.
- Contaminants other than those previously identified are being handled.
- Different type of operation is initiated.
- Employees are handling leaking drums or containers.
- Employees are working in areas with obvious liquid contamination.

If at any time a measurement of \_\_\_ ppm or more above concentration is observed, the workers will retreat to a safe area and upgrade the level of protection to level \_\_\_\_\_. Monitoring will be continuous during times of respirator usage.? If at any time the concentration approaches \_\_\_ ppm greater than background, the work area will be evacuated immediately.

Combustible Gas Monitoring will be conducted by:	
Instrument(s) used will be:	
Calibration Frequency:	
Frequency of Monitoring:	
Location of Monitoring:	
Benzene/Xylene/Toluene monitoring will be conducted by:	
Instrument(s) used will be:	
Calibration Frequency:	
Frequency of Monitoring:	
Location of Monitoring:	

Other monitoring will be conducted by:	
Instrument(s) used will be:	
Calibration Frequency:	
Frequency of Monitoring:	
Location of Monitoring:	
<b>NOTE:</b> Monitoring results are attached to this report.	

### 5.3 SITE SAFETY AND HEALTH PLAN, CONTINUED

#### 10.? ON-SITE WORK PLANS

The field team will perform the following tasks:

Team Member	Function

#### 11.? SPECIAL INSTRUCTIONS

#### 12.? COMMUNICATION PROCEDURES

The following emergency signal indicates that there is an emergency situation:

	Horn blasts	
	Siren	
	Alarm	
	Whistle	
	Other:	

In addition, the following standard hand signals will be used in case of failure of audible communications:

- Hand gripping throat????????? P Out of air, can't breathe
- Grip partner's wrist or both?? P Leave area immediately hands around waist
- Hands on top of head????????? ?P Need assistance



2. The hazards have been reassessed.
3. The Site Safety Plan has been reviewed.
4. Site personnel have been briefed on any change in the Site Safety Plan.

An exit route will be used in an emergency restricting the use of the main entrance.? Location of the Emergency Exit Route (See Site Map):

In the event of an accidental release, fire or explosion or the sounding of the emergency signal, workers will evacuate the work area and assemble in the designated location.

Location of Designated Assembly Area (See Site Map):

### 5.3 SITE SAFETY AND HEALTH PLAN, CONTINUED

#### 15.? SITE SAFETY PLAN

Site Safety Officer(s):

The Site Safety Officer is directly responsible for safety recommendations on site.? He/She will maintain daily site logs documenting all notable events and/or conditions of health and safety concerns.

Emergency Medical Care:

Qualified Medical personnel are located on site (Y/N):

If there are qualified Medical personnel located on-site, then identify location (See Site Map):

Phone Number:

Radio Frequency:

Medical Surveillance:

In accordance with 29 CFR 1910.120 (f), the employees/contractors involved in this project have been examined by a physician trained in occupational medicine, for the purpose of determining fitness with respect to handling hazardous materials and wearing personal protective equipment.? The results of the examination indicate that these employees/contractors are physically capable and qualified to work under conditions described in this plan, without risk to personal health and safety.

Emergency Resources:

Command Post:

????????????????Phone Number:

Safety Officer:?????????????



Other:		
Emergency Medical Information For Substances Present:		
Substance	Exposure Symptoms	First-Aid
<b>16.? TRAINING CERTIFICATION</b>		
The Site Safety Officer will ensure that all employees have the appropriate training/certification as per 29 CFR 1910.120 (8) (e).		

#### 5.4 DECONTAMINATION PLAN

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

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

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

Crews are available to assist in decontamination procedures, as needed. The crews must wear appropriate personal protective equipment (PPE) and are responsible for packaging and labeling of contaminated PPE.

- Decontamination Stations:

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

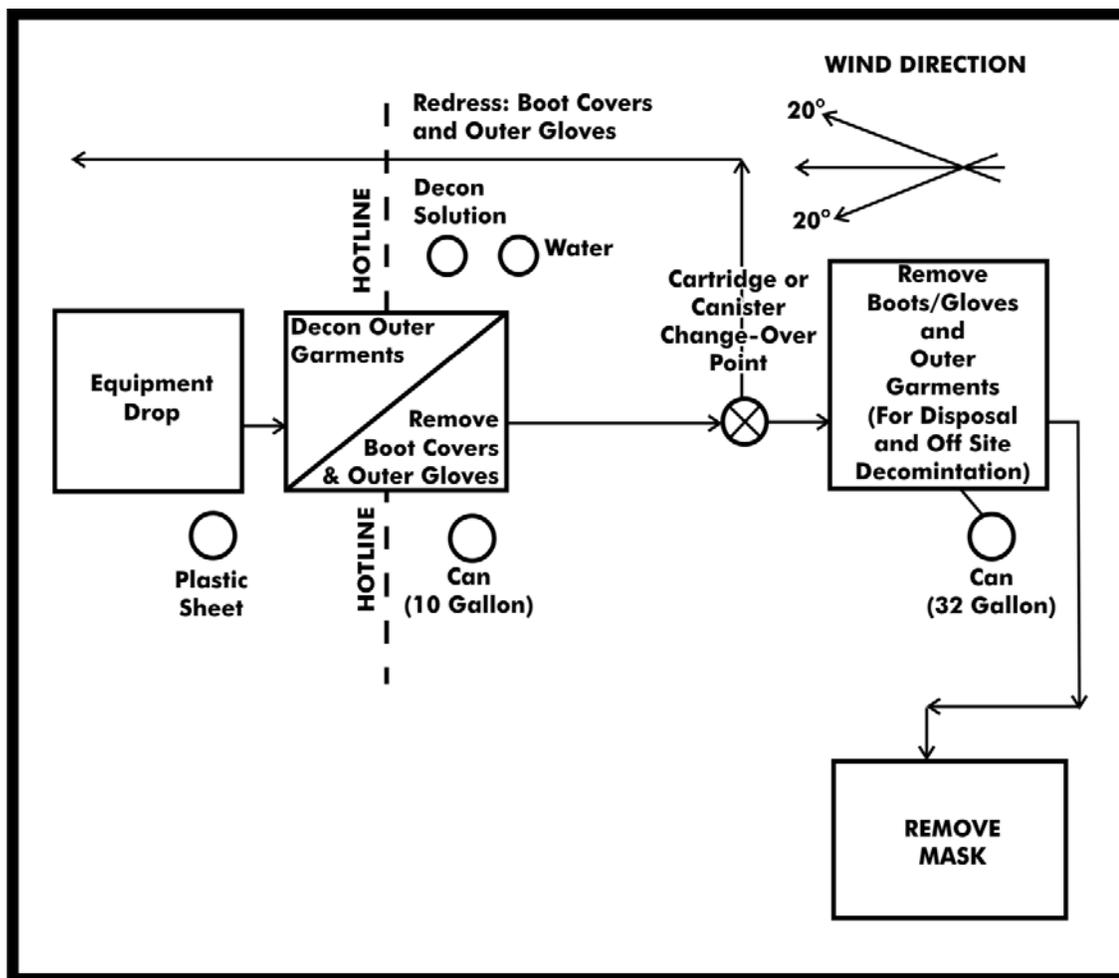
#### 5.4 DECONTAMINATION PLAN, CONTINUED

MINIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths. Segregation at the drop reduces the probability of

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

## 5.4 DECONTAMINATION PLAN, CONTINUED

### DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT



## 5.4 DECONTAMINATION PLAN, CONTINUED

Procedures for these stations are as follows:

MAXIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Segregated equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths or in different containers with plastic liners. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Boot cover and glove wash	Scrub outer boot cover and gloves with decontamination solution or detergent and water.
STATION 3	Boot cover and glove rinse	Rinse off decontamination solution from Station 2 using copious amounts of water.
STATION 4	Tape removal	Remove tape around boots and gloves and deposit in container with plastic liner.
STATION 5	Boot cover removal	Remove boot covers and deposit in containers with plastic liner.

STATION 6	Outer glove removal	Remove outer gloves and deposit in container with plastic liner.
STATION 7	Suit and boot wash	Wash splash suit, gloves, and safety boots. Scrub with long-handled scrub brush and decontamination solution.
STATION 8	Suit and boot and glove rinse	Rinse off decontamination solution using water. Repeat as many times as necessary.
STATION 9	Canister or mask change	If worker leaves exclusion zone to change canister or this is the last step in the decontamination procedure; worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 10	Safety boot removal	Remove safety boots and deposit in container with plastic liner.
STATION 11	Splash suit removal	With assistance of helper, remove splash suit. Deposit in container with plastic liner.
STATION 12	Inner glove wash	Wash inner gloves with decontamination solution.
STATION 13	Inner glove rinse	Rinse inner gloves with water.
STATION 14	Face piece removal	Remove face piece. Deposit in container with plastic liner. Avoid touching face with fingers.
STATION 15	Inner glove removal	Remove inner gloves and deposit in lined container.
STATION 16	Inner clothing removal	Remove clothing soaked with perspiration and place in lined container. Do not wear inner clothing off-site since there is a possibility that small amounts of contamination might have been transferred in removing the protective suit.

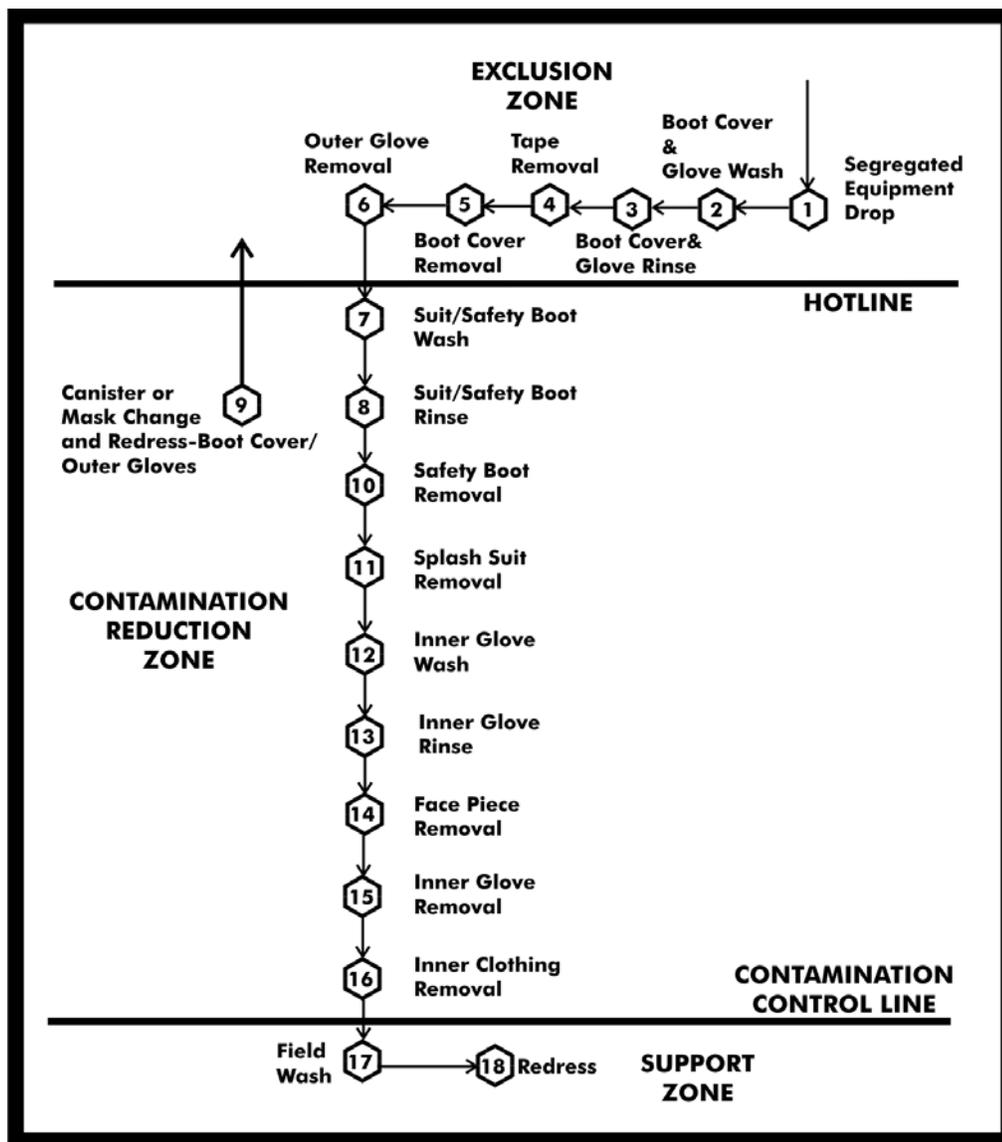
## 5.4 DECONTAMINATION PLAN, CONTINUED

Procedures for these stations are as follows:

MAXIMUM MEASURES FOR DECONTAMINATION		
STATION 17	Field wash	Shower if highly toxic, skin-corrosive or skin-absorbable materials are known or suspected to be present. Wash hands and face if shower is not available.
STATION 18	Re-dress	Put on clean clothes.

## 5.4 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT



## 5.5 DISPOSAL PLAN

Incident Name:	Incident Location:
Status As Of:	
Waste Name:	
Weather Conditions:	
State Agency:	
Agency Representative responsible for waste management/disposal:	
Phone:	
Injury made to obtain variance on:	
Individual contacted:	
<b>Disposal Priorities</b>	
<b>Step One - Sample</b>	

Oil Sample was extracted/sent for analysis on:		
Lab Name:		
Chain of Custody:	Relinquished By:	Received By:
<b>Step Two - Option</b>	Available	Most Likely
Natural Degradation or Dispersion		
Pit Burial		
Landfill		
Land Farms		
In-Situ Burning		
Open Pit Burning		
Portable Incineration		
Air Curtain Incineration		
Process Incineration		
Reprocessing		
Reclaiming		
Recycling		
Well Injection		
Locate Resources for Disposal:		
Percent Oil:		
Percent Solids:		
Percent Debris:		
Disposal Plan Page 1	1999-2000 dbSoft, Inc.	Printed by:

## 5.5 DISPOSAL PLAN, CONTINUED

<b>Step Three - Information</b>
Generator Name:
Generator USEPA ID:
Generator Address:
Technical Contact:
Properties and composition:
Process generating waste:
Waste Name:
Is USEPA Hazardous Waste:

Identify all USEPA listed and characterized waste code numbers (D,F,K,P,U):

State Waste Codes:

**Step Four - Waste Storage and Transportation**

Proposed shipping methods:

Transporter ID Number

Permit required:

Facility ID Number:

VN/NA:

Estimated storage capacity needed for disposal:

Type of storage needed:

Estimated quantity of each:

Local facilities for temporary storage:

Protective equipment:

Disposal Plan Page 2

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### 5.7 DEMOBILIZATION PLAN

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

#### Demobilization procedures:

- Operations Section will determine which resources are ready for release from a specific collection site.
- The Planning Section will provide guidance on release priorities and demobilization recommendations.
- Information maintained by the Planning Section will be utilized to assist in the prioritization.
- Each incident will require a Decontamination Area.
- Decontaminated equipment will be returned to appropriate staging area for release or re-deployment.
- Transports for equipment will be required if remote from staging area.

- The Planning Section will document all demobilization and decontamination activities.
- Equipment designated for re-assignment will be mobilized to the appropriate staging area.
- The Division Supervisor will ensure a log is maintained documenting that proper decontamination procedures are performed for each piece of equipment.
- The Operations Section will ensure that redeployed personnel receive proper rest prior to returning to duty.
- The Planning Section Chief will monitor personnel redeployment activities to ensure number of hours worked is within acceptable guidelines.
- The Operations Section Chief must approve the Demobilization Plan before decontamination, release, or redeployment of any resources.

## 5.8 INCIDENT POTENTIAL WORKSHEET

**Incident / Exercise**

**Name:** \_\_\_\_\_

**Date / Time:** \_\_\_\_\_

**Completed By:** \_\_\_\_\_

~ (Check marks or answers in ***BOLD ITALIC*** areas should trigger a crisis potential review by the BST) ~

Please define the potential geographic area subject to potential impacts:

\_\_\_\_\_  
\_\_\_\_\_

**MAGNITUDE AND DURATION OF INCIDENT RESPONSE OPERATIONS**

Can the incident be managed solely by local personnel resources?	<input type="checkbox"/> Yes <input type="checkbox"/> <i>No</i>
Will emergency response operations continue around the clock?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Will emergency response operations go on for an extended period of time?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No <i>How Long?</i> _____
<b>SOURCE</b>	
Source?	<input type="checkbox"/> Known <input type="checkbox"/> <i>Unknown</i>
Source control status?	<input type="checkbox"/> Controlled <input type="checkbox"/> <i>Uncontrolled</i>
If the source is controlled, what is the potential for loss of	<input type="checkbox"/> Low <input type="checkbox"/> <i>Medium</i> <input type="checkbox"/>

control?	<b>High</b>
Nature of uncontrolled source?	<input type="checkbox"/> Stabilized <input type="checkbox"/> <b>Growing</b>
Is special expertise needed to bring the source under control?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No
<b>MATERIAL SPILLED / EMITTED</b>	
Nature/hazards of material known?	Nature known: <input type="checkbox"/> Yes <input type="checkbox"/> <b>No</b> Hazards known: <input type="checkbox"/> Yes <input type="checkbox"/> <b>No</b>
Nature of release?	<input type="checkbox"/> Batch <input type="checkbox"/> <b>Continuous</b>
Material contained or uncontained?	<input type="checkbox"/> Contained <input type="checkbox"/> <b>Uncontained</b>
If the material is contained, what is the potential for loss of containment?	<input type="checkbox"/> None <input type="checkbox"/> Low <input type="checkbox"/> <b>Medium</b> <input type="checkbox"/> <b>High</b>
Material in a moving waterway?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No
Material within or under ice?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No
Is special expertise needed to contain and recover the material?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No

## 5.8 INCIDENT POTENTIAL WORKSHEET, CONTINUED

<b>HEALTH AND SAFETY</b>	
Does the release area appear to pose an immediate danger to the life or health of any person or the environment?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No
Are there significant, ongoing short term or long term threats to personnel or public safety?	Personnel <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No <i>If yes,</i> <input type="checkbox"/> <b>Short</b> <input type="checkbox"/> <i>term:</i> <b>Long</b> Public <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No <i>If yes,</i> <input type="checkbox"/> <b>Short</b> <input type="checkbox"/> <i>term:</i> <b>Long</b>
Are there people missing? How many? Affiliation?  Likelihood of rescue/survival?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No  <input type="checkbox"/> <b>Employee</b> <input type="checkbox"/> <b>Contractor</b> <input type="checkbox"/> <b>Other</b> _____ <input type="checkbox"/> <b>High</b> <input type="checkbox"/> <b>Low</b> <input type="checkbox"/> <b>Unkown</b>
Are any people injured? How many? Have the victims been identified? Affiliation?  Nature and severity of injuries?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No  <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Employee</b> <input type="checkbox"/> <b>Contractor</b> <input type="checkbox"/> <b>Other</b> _____ <input type="checkbox"/> <b>Not Life Threatening</b>

Have next-of-kin notifications been made?	<input type="checkbox"/> <i>Life Threatening</i> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
Are there any fatalities? How many? Have the victims been identified? Affiliation?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i> <hr/> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i> <input type="checkbox"/> <i>Employee</i> <input type="checkbox"/> <i>Contractor</i> <input type="checkbox"/> <i>Other</i>
Have the bodies been removed from incident scene? Have next-of-kin been notified?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
Has any governmental authority declared the scene of the incident to be a crime scene?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
<b>HUMAN RESOURCES CONCERNS</b>	
Do the responders need psychological support?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
Do employees need psychological support?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
Are there issues relating to compensation with response personnel?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
Is there a need for family assistance for response personnel?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>

## 5.8 INCIDENT POTENTIAL WORKSHEET, CONTINUED

<b>COMMUNITY IMPACTS</b>	
Are communities impacted or threatened?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
What is the nature / severity of the impact: Health and safety? Social? Cultural? Economic? Environmental?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
What is the potential exposure to third party claims?	<input type="checkbox"/> <i>None</i> <input type="checkbox"/> <i>Minor (localized)</i> <input type="checkbox"/> <i>Major (regional or beyond)</i>
What is the tenor of contacts with / from impacted / threatened communities?	<input type="checkbox"/> <i>Cooperative</i> <input type="checkbox"/> <i>Strained</i> <input type="checkbox"/> <i>Antagonistic</i>
<b>IMPACT ON NORMAL OPERATIONS</b>	
Has the incident caused a shutdown or curtailment of normal operations?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No; If yes:</i> <input type="checkbox"/> <i>Shutdown</i> <input type="checkbox"/> <i>Curtailment</i>
How long are the shutdown / curtailment likely to last?	_____
What is the estimate of lost production / throughput to pipeline?	_____ <i>bbls/day</i>
What impact will the shutdown / curtailment have on other	<input type="checkbox"/> <i>None</i> <input type="checkbox"/> <i>Minor (a few</i>

operations?	days) <input type="checkbox"/> <i>Moderate (approx. a week)</i> <input type="checkbox"/> <i>Severe</i>
<b>ENVIRONMENTAL IMPACTS</b>	
What is the potential magnitude of environmental impacts?	<input type="checkbox"/> Localized <input type="checkbox"/> <i>Widespread</i>
Are weather conditions likely to limit the ability to respond? <b>Please explain (research forecast):</b>	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
<hr/> <hr/> <hr/>	
Is the incident likely to impact wildlife?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No <i>If yes:</i> <input type="checkbox"/> Minor <input type="checkbox"/> <i>Major</i>
Are listed species / pre-identified sensitive areas impacted / threatened by the incident?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Are specialized resources needed to provide assistance in any of the following areas:	
Land access?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Use of alternative technologies?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Wildlife capture / rehabilitation?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Waste management?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Cleanup assessment?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Natural resource damage assessment?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Air quality monitoring?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
Water quality monitoring?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No

## 5.8 INCIDENT POTENTIAL WORKSHEET, CONTINUED

<b>EXTERNAL AFFAIRS</b>	
Are there any required notifications yet to be made?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
Are government agencies willing to participate in Unified Command?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
Are government agencies willing, as appropriate, to integrate with BP's IMT?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
What is the tenor of interactions with / from government agencies?	<input type="checkbox"/> Cooperative <input type="checkbox"/> <i>Strained</i> <input type="checkbox"/> <i>Antagonistic</i>
What level of media interest is the incident likely to generate?	<input type="checkbox"/> Low <input type="checkbox"/> <i>High</i>
Are representatives of the media present?	<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> No
What is the volume of media inquiries?	<input type="checkbox"/> Low <input type="checkbox"/> <i>High</i>

What is the tenor of media inquiries?	<input type="checkbox"/> Cooperative <input type="checkbox"/> <i>Strained</i> <input type="checkbox"/> <i>Antagonistic</i>
Can media inquiries be handled with local resources?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will a local Joint Information Center (JIC) have to be established?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>LEGAL CONCERNS</b>	
Has an IMT Law Officer arrived at the Incident Command Post?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is legal assistance needed in any of the following areas: Accident investigation? Documentation? Contracts? Claims? Natural Resource Damage Assessment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>FINANCIAL CONCERNS</b>	
Is financial assistance needed in any of the following areas: Accounting? Cost tracking? Contracts? Audit? Claims? Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be a need to maintain cash accounts to support emergency response operations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are spending authorities adequate?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## 5.8 INCIDENT POTENTIAL WORKSHEET, CONTINUED

**Summary of Current Findings**

Magnitude and Duration of Incident Response Operations: \_\_\_\_\_

Source: \_\_\_\_\_

Material Spilled/Emitted: \_\_\_\_\_

Health and Safety: \_\_\_\_\_

**Human Resources  
Concerns:**

---

**Community  
Impacts:**

---

**Impact on Normal  
Operations:**

---

**Environmental  
Impacts:**

---

**External  
Affairs:**

---

**Legal  
Concerns:**

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**Financial  
Concerns:**

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SECTION 6  
SENSITIVE AREAS / RESPONSE TACTICS

Last revised: August 2011

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6.1 Area Description

6.2 Spill Containment / Recovery

Figure 6.2-1 - Response Tactics for Various Shorelines

6.3 Sensitive Area Protection

Figure 6.3-1 - Sensitive Area Protection Implementation Sequence

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

6.4 Alternative Response Strategies

6.4.1 Dispersants

6.4.2 Bioremediation

6.4.3 In-Situ Burn

Figure 6.4-1 - Alternate Strategies Checklist

Figure 6.4-2 - Decision Guide for the Federal Bioremediation Approval Process

6.5 Wildlife Protection and Rehabilitation

6.6 Endangered and Threatened Species By State

6.7 Sensitivity Maps

6.8 Waterway / HCA Overview and Tactical Sites

## 6.1 AREA DESCRIPTION

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

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

## 6.2 SPILL CONTAINMENT / RECOVERY

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

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

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

For terrestrial spills, trenches and earthen berms or other dams are most often used to contain oil migration on the ground surface. Recovery of free oil is best achieved by using pumps, vacuum sources, and/or sorbents.

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

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

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

## 6.2 SPILL CONTAINMENT / RECOVERY, CONTINUED

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### **Containment/Diversion Berming**

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

---

**Blocking/Flow-Through Dams**

- Construct dam in drainage course/stream bed to block and contain flow of spill. Cover with plastic sheeting. If water is flowing install inclined pipes during dam construction to pass water underneath dam.
- May increase soil penetration.

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**Culvert Blocking**

- Block culvert with plywood, sandbags, sediments, etc. to prevent oil from entering culvert.

---

**Interception Trench**

- Excavate ahead of advancing surface spill to contain spill and prevent further advancement; cover bottom and gradients with plastic.
- May cause disturbance of soils and increased soil penetration.

---

**Containment Booming**

- Boom is deployed around free oil.
- Boom may be anchored or left to move with the oil.

---

**Diversion Booming**

- Boom is deployed at an angle to the approaching oil.
- Oil is diverted to a less sensitive area.
- Diverted oil may cause heavy oil contamination to the shoreline downwind and down current.
- Anchor points may cause minor disturbance to the environment.

---

**Exclusion Booming**

- Boom is placed around a sensitive area or across an inlet, a river mouth, a creek mouth, or a small bay.
- Approaching oil is contained or deflected (diverted) by the boom.
- Anchor points may cause minor disturbance to the environment.

**6.2 SPILL CONTAINMENT / RECOVERY, CONTINUED**

**Sorbent Booming**

- Used only on quiet water with minor oil contamination.
- Boom is anchored along a shoreline or used in a manner described above.
- May use boom made of sorbent material or may pack sorbent material between multiple booms placed parallel to each other.

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

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

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES

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

			as it is naturally removed
Fresh Marsh	<ul style="list-style-type: none"> <li>• Found along freshwater ponds and lakes</li> <li>• These marshes have various types of vegetative cover, including floating aquatic mats, vascular submerged vegetation, needle and broad-leaved deciduous scrubs and shrubs, and broad-leaved evergreen scrubs and shrubs</li> <li>• Birds and mammals extensively use fresh marshes for feeding and breeding purposes</li> </ul>	<ul style="list-style-type: none"> <li>• Small amounts of oil will contaminate the outer marsh fringe only; natural removal by wave action can occur within months</li> <li>• Large spills will cover more area and may persist for decades</li> <li>• Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses</li> </ul>	<ul style="list-style-type: none"> <li>• Marshes require the highest priority for shoreline protection</li> <li>• Natural recovery is recommended when: <ul style="list-style-type: none"> <li>• A small extent of marsh is affected</li> <li>• A small amount of oil impacts the marsh fringe</li> </ul> </li> <li>• The preferred cleanup method is a combination of low-pressure flushing, sorption, and vacuum pumping performed from boats</li> <li>• Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots</li> <li>• Oil wrack and other debris may be removed by hand</li> </ul>
Swamp	<ul style="list-style-type: none"> <li>• Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetative types include: scrubs, shrubs, evergreen trees, and hardwood forested woodlands</li> <li>• Birds and mammals use swamps during feeding and breeding activities</li> </ul>	<ul style="list-style-type: none"> <li>• Even small amounts of spilled oil can spread through the swamp</li> <li>• Large spills will cover more area and may persist for decades since water-flushing rates are low</li> <li>• Oil, particularly the heavy fuel oils, will adhere to swamp vegetation</li> <li>• Unlike mangroves, the roots of swamp forest trees are not exposed; thus, little damage to trees is expected. Any underbrush</li> </ul>	<ul style="list-style-type: none"> <li>• No cleanup recommended under light conditions</li> <li>• Under moderate to heavy accumulations, to prevent chronic oil pollution of surrounding areas placement of sorbent along fringe swamp forest (to absorb oil as it is slowly released) may be effective under close scientific supervision</li> <li>• Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to</li> </ul>

		vegetation, however, would be severely impacted	interior swamp forests <ul style="list-style-type: none"> <li>Oil trapped by boom can be reclaimed through the use of skimmers and vacuums</li> </ul>
--	--	---	--

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

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

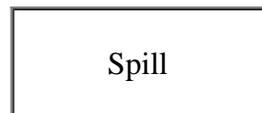
	<p>Bottom sediments near the shore can be soft and muddy</p> <ul style="list-style-type: none"> <li>Surrounding area may include wet meadows and marshes</li> </ul>		<p>containment booming, vacuuming, sorbents, and skimming on gasoline spills</p> <ul style="list-style-type: none"> <li>Cleanup options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

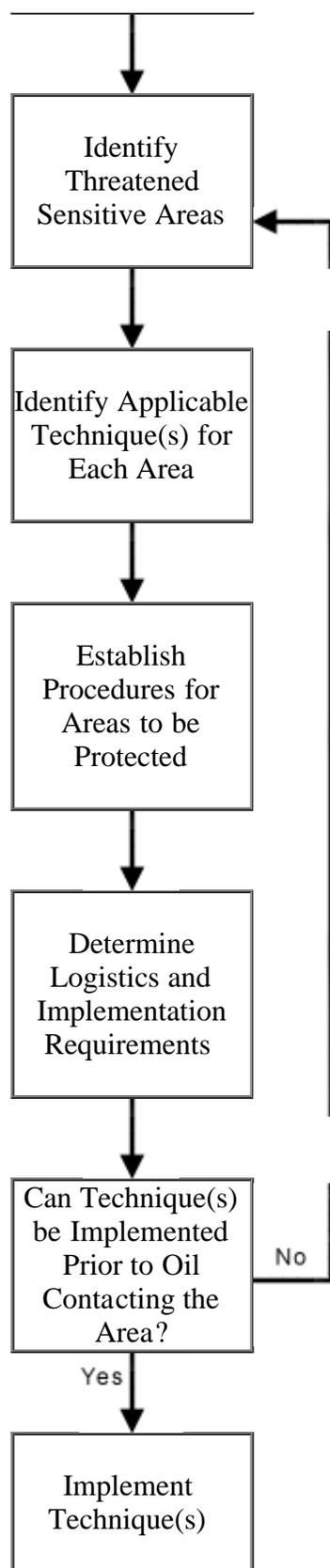
### 6.3 SENSITIVE AREA PROTECTION

Protection refers to the implementation of techniques or methods to prevent oil from making contact with a shoreline or aquatic area that is determined to be sensitive for environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques must consider a number of factors, such as sensitive features, priorities for areas to be protected, and potential degree of impact.

In the event a product spill reaches a major area waterway, it may be necessary to protect downstream sensitive areas if it appears that local containment and recovery efforts will not be sufficient to control the entire spill. Major waterways and specific sensitive areas located downstream of the pipeline are provided in [SECTION 6.7](#).

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





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

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

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

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

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

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

	oil from surface or near-surface sediments through agitation and direct contact. Oil is flushed back into the water or a collection point for subsequent recovery. May also be used to flush out oil trapped by shoreline or aquatic vegetation.	and nozzles per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 8-10 workers per system	onshore <ul style="list-style-type: none"> <li>Floating oil on shallow intertidal areas</li> </ul>	organisms if present <ul style="list-style-type: none"> <li>Sediments transported into water can affect water quality</li> <li>Hot water can be lethal to many organisms</li> <li>Can increase oil penetration depth</li> </ul>
7. Spot (High Pressure Washing)	High pressure water streams are used to remove oil coatings from hard surfaces in small areas where flushing is ineffective. Oil is directed back into water or collection point for subsequent recovery.	<u>Equipment</u> 1-5 1,200- to 4,000-psi units with hose and spray wand 1-2 100-ft containment booms per unit 1 oil recovery device per unit <u>Personnel</u> 2-4 workers per unit	<ul style="list-style-type: none"> <li>Bedrock, man-made structures, and gravel substrates</li> <li>When low-pressure flushing is not effective</li> <li>Directed water jet can remove oil from hard to reach sites</li> </ul>	<ul style="list-style-type: none"> <li>Will remove most organisms if present</li> <li>Can damage surface being cleaned</li> <li>Can affect clean downgradient or nearby areas</li> </ul>
<b>In Situ</b>				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the waterline adjacent to heavily oiled areas to contain and recover oil as it leaches from the sediments.	<u>Equipment</u> 1,000- to 2,000-ft sorbent/snare boom 200-400 stakes or anchor systems <u>Personnel</u> 4-10 workers	<ul style="list-style-type: none"> <li>All shoreline types</li> <li>Calm wave action</li> <li>Slow removal process</li> </ul>	<ul style="list-style-type: none"> <li>Significant amounts of oil can remain on the shoreline for extended periods of time</li> </ul>
9. Sediment Tilling	Mechanical equipment or hand tools are used to till lightly to moderately oiled surface	<u>Equipment</u> 1 tractor fitted with tines, dicer, ripper blades, etc. or 1-4 rototillers or 1 set of hand tools <u>Personnel</u>	<ul style="list-style-type: none"> <li>Any sedimentary substrate that can support heavy equipment</li> <li>Sand and</li> </ul>	<ul style="list-style-type: none"> <li>Significant amounts of oil can remain on the shoreline for extended periods of time</li> <li>Disturbs surface</li> </ul>

	sediments to maximize natural degradation processes.	2-10 workers	gravel beaches with subsurface oil <ul style="list-style-type: none"> <li>• Where sediment is stained or lightly oiled</li> <li>• Where oil is stranded above normal high waterline</li> </ul>	sediments and organisms
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**FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES, CONTINUED**

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
10. In-Situ Bioremediation	Fertilizer is applied to lightly to moderately oiled areas to enhance microbial growth and subsequent biodegradation of oil.	<u>Equipment</u> 1-2 fertilizer applicators 1 tilling device if required <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> <li>• Any shoreline habitat type where nutrients are deficient</li> <li>• Moderate to heavily oiled substrates</li> <li>• After other techniques have been used to remove free product on lightly oiled shorelines</li> <li>• Where other techniques are destructive or ineffective</li> </ul>	<ul style="list-style-type: none"> <li>• Significant amounts of oil can remain on the shoreline for extended periods of time</li> <li>• Can disturb surface sediments and organisms</li> </ul>
11. Log/Debris Burning	Oiled logs, driftwood, vegetation, and debris are burned to	<u>Equipment</u> 1 set of fire control equipment 2-4 fans 1 supply of	<ul style="list-style-type: none"> <li>• On most habitats except dry muddy substrates</li> </ul>	<ul style="list-style-type: none"> <li>• Heat may impact local near-surface organisms</li> <li>• Substantial</li> </ul>

	minimize material handling and disposal requirements. Material should be stacked in tall piles and fans used to ensure a hot, clean burn.	combustion promoter <u>Personnel</u> 2-4 workers	where heat may impact the biological productivity of the habitat <ul style="list-style-type: none"> <li>• Where heavily oiled items are difficult or impossible to move</li> <li>• Many potential applications on ice</li> </ul>	smoke may be generated <ul style="list-style-type: none"> <li>• Heat may impact adjacent vegetation</li> </ul>
12. Natural Recovery	No action is taken and oil is allowed to degrade naturally.	None required	<ul style="list-style-type: none"> <li>• All habitat types</li> <li>• When natural removal rates are fast</li> <li>• Degree of oiling is light</li> <li>• Access is severely restricted or dangerous to cleanup crews</li> <li>• When cleanup actions will do more harm than natural removal</li> </ul>	<ul style="list-style-type: none"> <li>• Oil may persist for significant periods of time</li> <li>• Remobilized oil or sheens may impact other areas</li> <li>• Higher probability of impacting wildlife</li> </ul>

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

<b>TECHNIQUE</b>	<b>DESCRIPTION</b>	<b>RECOMMENDED EQUIPMENT</b>	<b>APPLICABILITY</b>	<b>POTENTIAL ENVIRONMENTAL EFFECTS</b>
In Situ, Continued				
13. Dispersants	Dispersants are used to reduce the oil/water interfacial	Dispersants Boat or aircraft	<ul style="list-style-type: none"> <li>• Water bodies with sufficient depth and</li> </ul>	<ul style="list-style-type: none"> <li>• Use in shallow water could affect benthic resources</li> </ul>

	<p>tension thereby decreasing the energy needed for the slick to break into small particles and mix into the water column. Specially formulated products containing surface-active agents are sprayed from aircraft or boats onto the slick.</p>		<p>volume for mixing and dilution</p> <ul style="list-style-type: none"> <li>• When the impact of the floating oil has been determined to be greater than the impact of dispersed oil on the water-column community</li> </ul>	<ul style="list-style-type: none"> <li>• May adversely impact organisms in the upper 30 feet of the water column</li> <li>• Some water-surface and shoreline impacts could occur</li> </ul>
1 - Per 1000 feet of shoreline or oiled area				

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

## 6.4 ALTERNATIVE RESPONSE STRATEGIES

Non-mechanical methods for cleanup operations could involve the use of chemical cleaning products or appropriate bioremediation products. A checklist for evaluating different alternate strategies is present in **FIGURE 6.4-1**.

### 6.4.1 Dispersants

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

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

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

### 6.4.2 Bioremediation

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

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

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

**FIGURE 6.4-2** provides a federal decision guide for bioremediation consideration.

### 6.4.3 In-Situ Burn

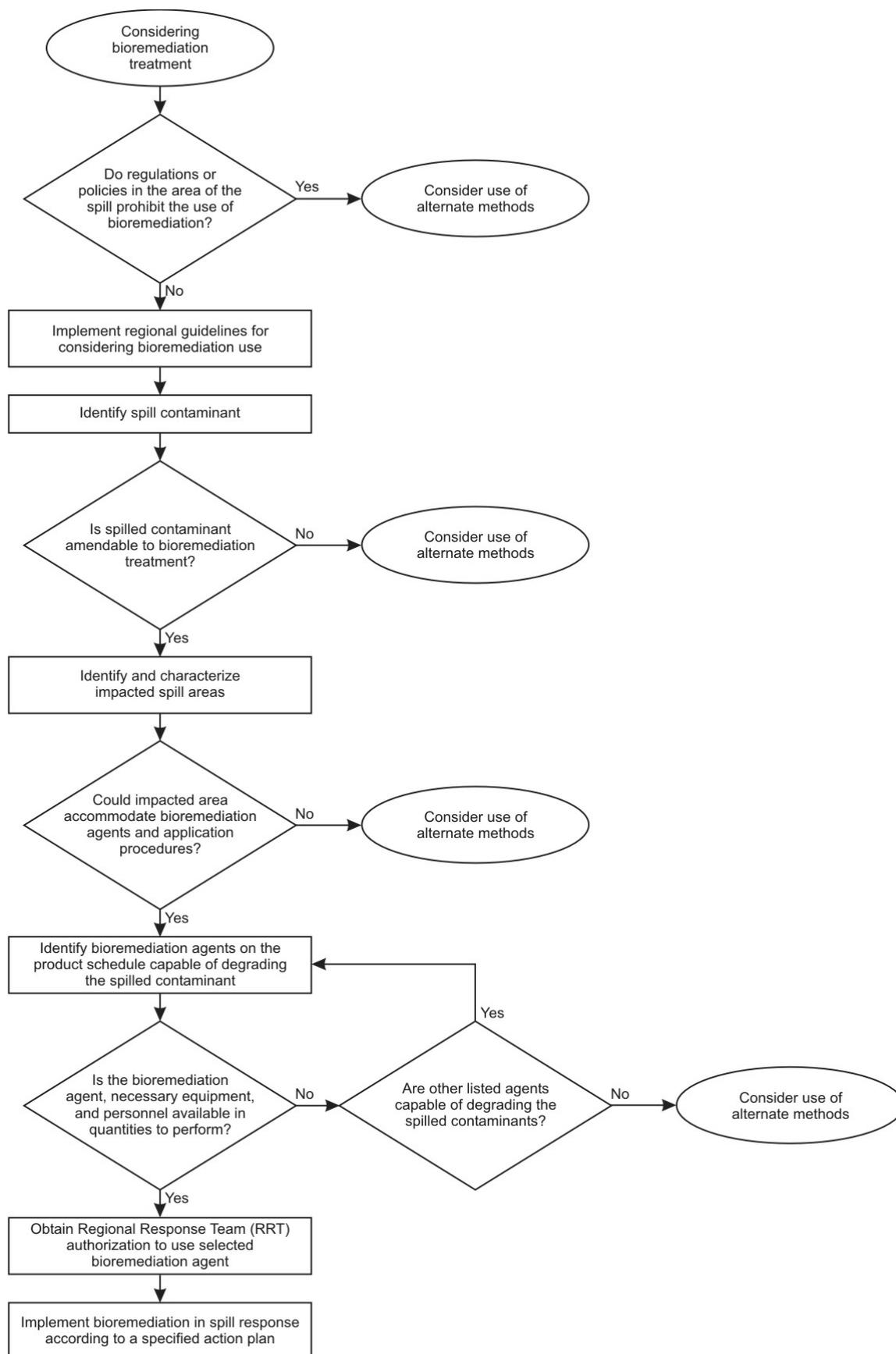
In-Situ burning has been successfully used as a viable technique for mitigating oil spills off shore and in a marsh type environment. This is especially true of areas that have mostly grassy vegetation with little or no woody vegetation. In a grassy marshland environment, an In-Situ burn may produce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

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

FIGURE 6.4-1 - ALTERNATE STRATEGIES CHECKLIST

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

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



## 6.5 WILDLIFE PROTECTION AND REHABILITATION

- The Company will support wildlife protection and rehabilitation efforts during the response, but will not typically directly manage these efforts.
- Company personnel will not attempt to rescue or clean affected wildlife, because such actions may cause harm to the individuals or may place the animals at further risk.
- Federal and state agencies responsible for wildlife capture and rehabilitation will typically coordinate capturing and rehabilitating oiled wildlife; a list of these agencies are included in **FIGURE 3.1-4**.
- Wildlife rehabilitation specialists may be utilized to assist in capturing and rehabilitating oiled animals as well as deterring unaffected animals away from the spill site.

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Acornshell, southern	<i>Epioblasma othcaloogensis</i>	Freshwater with strong currents and coarse particle substrates	E	Alabama
Ring pink (mussel)	<i>Obovaria retusa</i>	Large rivers, gravel and sand bars	E	Alabama
Bat, gray	<i>Myotis grisescens</i>	Caves and mines; rivers adjacent to forests	E	Alabama
Blossom, turgid (pearlymussel) Entire Range	<i>Epioblasma turgidula</i>	Sand and gravel substrates of shallow, fast-flowing streams	E	Alabama
Blossom, yellow (pearlymussel) Entire Range	<i>Epioblasma florentina florentina</i>	Riffle and shoal areas of small to medium-sized streams	E	Alabama
Campeloma, slender	<i>Campeloma decampi</i>	Piney and Limestone creeks	E	Alabama
Catspaw (=purple cat's paw pearlymussel) Entire Range	<i>Epioblasma obliquata obliquata</i>	Medium to large rivers in gravel riffles	E	Alabama
Cavefish, Alabama	<i>Speoplatyrhinus poulsoni</i>	Clear lentic subterranean waters, in Warsaw limestone formation	E	Alabama
Chaffseed, American	<i>Schwalbea americana</i>	Acidic, sandy or peaty soils in open	E	Alabama

		pine flatwoods		
Clubshell, ovate	<i>Pleurobema perovatum</i>	Sandy or gravel bottoms of rivers with moderate currents	E	Alabama
Clubshell, southern	<i>Pleurobema decisum</i>	Sand and gravel in the center of the stream or in sand along the margins of the stream	E	Alabama
Combshell, Cumberlandian Entire Range	<i>Epioblasma brevidens</i>	Large creeks to large rivers	E	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Combshell, southern	<i>Epioblasma penita</i>	Riffles or shoals with sandy gravel to gravel-cobble substrates	E	Alabama
Combshell, upland	<i>Epioblasma metastriata</i>	Shoals in rivers and large streams	E	Alabama
Darter, boulder	<i>Etheostoma wapiti</i>	Fast rocky riffles of small to medium rivers	E	Alabama
Darter, vermilion	<i>Etheostoma chermocki</i>	Small to medium-sized gravel-bottomed streams with pools of moderate current	E	Alabama
Darter, watercress	<i>Etheostoma nuchale</i>	Springs and small streams immediately below them	E	Alabama
Fanshell	<i>Cyprogenia stegaria</i>	Medium to large streams	E	Alabama
Grass, Tennessee yellow-eyed	<i>Xyris tennesseensis</i>	Moist to wet seepage slopes, springy meadows, and banks of small streams	E	Alabama
Harperella	<i>Ptilimnium nodosum</i>	Rocky or gravelly shoals of clear, swift-	E	Alabama

		flowing streams		
Kidneyshell, triangular	<i>Ptychobranchnus greenii</i>	Freshwater, moderate gradient, pool, riffle	E	Alabama
Lampmussel, Alabama Entire Range	<i>Lampsilis virescens</i>	Sand and gravel substrates in shoal areas	E	Alabama
Leather flower, Alabama	<i>Clematis socialis</i>	Silt and clay of alluvial, grass-sedge openings along a highway right-of-way	E	Alabama
Leather flower, Morefield's	<i>Clematis morefieldii</i>	Limestone bluffs within open Juniper-hardwood forests	E	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Lilliput, pale (pearlymussel)	<i>Toxolasma cylindrellus</i>	Firm rubble, gravel, and sand substrates in shallow riffles and shoals	E	Alabama
Lioplax, cylindrical (snail)	<i>Lioplax cyclostomaformis</i>	Under tabular boulders and slabs in moderate to fast current	E	Alabama
Manatee, West Indian	<i>Trichechus manatus</i>	Shallow coastal waters, estuaries, bays, rivers, and lakes	E	Alabama
Moccasinshell, Gulf	<i>Medionidus penicillatus</i>	Streams and rivers where there is a moderate current and sand and gravel substrates	E	Alabama
Monkeyface, Cumberland (pearlymussel) Entire Range	<i>Quadrula intermedia</i>	Shallow riffle and shoal areas of headwater streams and bigger rivers	E	Alabama
Mouse, Alabama beach	<i>Peromyscus polionotus ammobates</i>	Beach dunes and in pine areas adjacent to the dune	E	Alabama

Mouse, Perdido Key beach	<i>Peromyscus polionotus trissyllepsis</i>	Pockets of low density in mixed pine-hardwood forests	E	Alabama
Mucket, pink (pearlymussel)	<i>Lampsilis abrupta</i>	Sand and gravel substrates	E	Alabama
Mussel, oyster Entire Range	<i>Epioblasma capsaeformis</i>	Large creeks and rivers	E	Alabama
Pearlymussel, cracking Entire Range	<i>Hemistena lata</i>	Sand, gravel, and cobble substrates in swift currents or mud	E	Alabama
Pebblesnail, flat	<i>Lepyrium showalteri</i>	Rivers on smooth stones in rapid currents	E	Alabama
Pigtoe, dark	<i>Pleurobema furvum</i>	Highly oxygenated, clear streams with moderate flow	E	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Pigtoe, finerayed Entire Range	<i>Fusconaia cuneolus</i>	Clear, high gradient streams in firm cobble and gravel substrates	E	Alabama
Pigtoe, flat	<i>Pleurobema marshalli</i>	Riffles and shoals on sandy gravel to gravel-cobble substrates	E	Alabama
Pigtoe, heavy	<i>Pleurobema taitianum</i>	Riffles and shoals on sandy gravel to gravel-cobble substrates	E	Alabama
Pigtoe, oval	<i>Pleurobema pyriforme</i>	Medium-sized creeks to small rivers with silty sand to sand and gravel substrates	E	Alabama
Pigtoe, rough	<i>Pleurobema plenum</i>	Medium to large rivers in sand, gravel, and cobble substrates in shoals	E	Alabama

Pigtoe, shiny Entire Range	<i>Fusconaia cor</i>	Shoals and riffles in clear streams	E	Alabama
Pigtoe, southern	<i>Pleurobema georgianum</i>	High quality rivers with stable gravel and sandy-gravel substrates	E	Alabama
Pimpleback, orangefoot (pearlymussel)	<i>Plethobasus cooperianus</i>	Large rivers in sand, gravel, and cobble substrates	E	Alabama
Pinkroot, gentian	<i>Spigelia gentianoides</i>	Sandy or dry-mesic pine-oak woods	E	Alabama
Pitcher-plant, Alabama canebrake	<i>Sarracenia rubra alabamensis</i>	Sandy and gravelly bogs; in damp, peaty soil around springheads or seeps; and in swamps	E	Alabama
Pitcher-plant, green	<i>Sarracenia oreophila</i>	Wet areas, bogs swamps and moist woods and sandy floodplains	E	Alabama
Pocketbook, shinyrayed	<i>Lampsilis subangulata</i>	Muddy sand and sand in slight to moderate current	E	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Pondberry	<i>Lindera melissifolia</i>	Floodplain hardwood forests and forested swales	E	Alabama
Prairie-clover, leafy	<i>Dalea foliosa</i>	Thin-soiled limestone glades and limestone barrens	E	Alabama
Quillwort, Louisiana	<i>Isoetes louisianensis</i>	Shallow blackwater streams in riparian woodland	E	Alabama
Riversnail, Anthony's Entire Range	<i>Athearnia anthonyi</i>	Freshwater, larger rivers, but lower stretches of larger creeks	E	Alabama
Rocksail, plicate	<i>Leptoxis plicata</i>	Flowing water over gravel, cobble, or	E	Alabama

		bedrock		
Sawfish, smalltooth	<i>Pristis pectinata</i>	Shallow coastal waters of tropical seas and estuaries; sheltered bays, on shallow banks, and in estuaries or river mouths	E	Alabama
Sea turtle, hawksbill	<i>Eretmochelys imbricata</i>	Clear offshore waters off the mainland and on island shelves	E	Alabama
Sea turtle, Kemp's ridley	<i>Lepidochelys kempii</i>	Shallow areas with sandy and muddy bottoms	E	Alabama
Sea turtle, leatherback	<i>Dermochelys coriacea</i>	Warm sands of tropical beaches	E	Alabama
Shiner, Cahaba	<i>Notropis cahabae</i>	Slow-moderate current over sand substrate in main river channel	E	Alabama
Shiner, palezone	<i>Notropis albizonatus</i>	Upland large creeks and small rivers, clean substrates of bedrock, cobble, and gravel	E	Alabama
Shrimp, Alabama cave	<i>Palaemonias alabamae</i>	Subterranean aquatic pools with fine silt bottoms	E	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Snail, armored	<i>Pyrgulopsis</i> (= <i>Marstonia</i> ) <i>pachyta</i>	Shallow, still water along the edge of pools on tree roots and detritus	E	Alabama
Snail, tulotoma	<i>Tulotoma magnifica</i>	Riffles and shoals on the undersides of large rocks	E	Alabama
Stirrupshell	<i>Quadrula stapes</i>	Riffles and shoals on sandy gravel to gravel-cobble substrates	E	Alabama

Stork, wood AL, FL, GA, SC	<i>Mycteria americana</i>	Marshes, swamps, lagoons, ponds, flooded fields; also occurs in brackish wetlands	E	Alabama
Sturgeon, Alabama	<i>Scaphirhynchus suttkusi</i>	Main channels of major rivers in areas below the Fall Line	E	Alabama
Trillium, relict	<i>Trillium reliquum</i>	Mesic hardwood forests	E	Alabama
Turtle, Alabama red-belly	<i>Pseudemys alabamensis</i>	Backwaters of upper Mobile Bay in areas with dense submerged vegetation	E	Alabama
Wartyback, white (pearlymussel)	<i>Plethobasus cicatricosus</i>	Shoals and riffles in large rivers like the Tennessee	E	Alabama
Whale, finback	<i>Balaenoptera physalus</i>	Offshore ocean waters	E	Alabama
Whale, humpback	<i>Megaptera novaeangliae</i>	Surface of the ocean	E	Alabama
Woodpecker, red-cockaded	<i>Picoides borealis</i>	Open pine forests with large, widely-spaced older trees	E	Alabama
Amphianthus, little	<i>Amphianthus pusillus</i>	Vernal pools on granite outcrops of the southeastern Piedmont	T	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Bladderpod, lyrate	<i>Lesquerella lyrata</i>	Red soils, limestone outcroppings, disturbed cedar glades and glade-like areas	T	Alabama
Button, Mohr's Barbara	<i>Marshallia mohrii</i>	Seasonally wet glades or openings in woods with exposed rock and sandy clay soil	T	Alabama

Chub, spotfin Entire	<i>Erimonax monacha</i>	Cool and warm, typically clear, large creeks or medium-sized rivers	T	Alabama
Darter, goldline	<i>Percina aurolineata</i>	Small to medium rivers in areas of white-water rapids and substrates of bedrock, boulders, rubble and gravel	T	Alabama
Darter, slackwater	<i>Etheostoma boschungii</i>	Gravel-bottomed pools in sluggish areas of creeks and small rivers	T	Alabama
Darter, snail	<i>Percina tanasi</i>	Sand and gravel shoals of moderately flowing, vegetated, large creeks	T	Alabama
Elimia, lacy (snail)	<i>Elimia crenatella</i>	Small headwater streams, which consists of sand, gravel, cobble and rock slabs	T	Alabama
Fern, Alabama streak-sorus	<i>Thelypteris pilosa</i> var. <i>alabamensis</i>	Sandstone overhangs and cliff faces, often in coves	T	Alabama
Fern, American hart's-tongue	<i>Asplenium scolopendrium</i> var. <i>americanum</i>	High humidity, deeply shaded conditions near limestone sinks and caves	T	Alabama
Heelsplitter, Alabama (=inflated)	<i>Potamilus inflatus</i>	Sand, mud, silt, and sandy-gravel substrates	T	Alabama
Moccasinshell, Alabama	<i>Medionidus acutissimus</i>	Margins of streams with a typical sand and gravel substrate in clear water of moderate flow	T	Alabama
Mucket, orangenacre	<i>Lampsilis perovalis</i>	Gravel-cobble substrates and possibly coarse sand	T	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Sandy beaches, islands	T	Alabama
Pocketbook, finelined	<i>Lampsilis altilis</i>	Creek, high gradient, low gradient, medium river, moderate gradient, riffle	T	Alabama
Potato-bean, Price's	<i>Apios priceana</i>	Open, rocky, wooded slopes and floodplain edges	T	Alabama
Rocksnailed, painted	<i>Leptoxis taeniata</i>	Shoals and riffles of rivers on substrates of gravel and cobble	T	Alabama
Rocksnailed, round	<i>Leptoxis ampla</i>	Riffles and shoals over gravel, cobble, or other rocky substrates	T	Alabama
Salamander, Red Hills	<i>Phaeognathus hubrichti</i>	Slopes of mesic, shaded ravines dominated by hardwood trees	T	Alabama
Sculpin, pygmy	<i>Cottus paulus</i> (=pygmaeus)	Impounded spring pool and spring run	T	Alabama
Sea turtle, green (except where endangered)	<i>Chelonia mydas</i>	Coasts, open sea	T	Alabama
Sea turtle, loggerhead	<i>Caretta caretta</i>	Estuaries, coastal streams and salt marshes	T	Alabama
Shiner, blue	<i>Cyprinella caerulea</i>	Sand and gravel substrate among cobble in cool, clear water	T	Alabama
Slabshell, Chipola	<i>Elliptio chipolaensis</i>	Muddy sand in moderate current	T	Alabama
Sturgeon, gulf	<i>Acipenser oxyrinchus desotoi</i>	Free-flowing riverine	T	Alabama

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC	HABITAT	STATUS	STATE
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	NAME			
Tortoise, gopher W of of Mobile/Tombigbee Rs.	<i>Gopherus polyphemus</i>	Grassland/herbaceous	T	Alabama
Turtle, flattened musk species range clarified	<i>Sternotherus depressus</i>	Free-flowing creek or small river with pools about 1 m deep or more	T	Alabama
Water-plantain, Kral's	<i>Sagittaria secundifolia</i>	Undammed riverine reaches or among loose boulders in sands, gravels, and silts in pools	T	Alabama
Quillwort, Louisiana	<i>Isoetes louisianensis</i>	Shallow blackwater streams in riparian woodland	E	Louisiana
Chaffseed, American	<i>Schwalbea americana</i>	Acidic, sandy or peaty soils in open pine flatwoods	E	Louisiana
Manatee, West Indian	<i>Trichechus manatus</i>	Shallow coastal waters, estuaries, bays, rivers, and lakes	E	Louisiana
Mucket, pink (pearlymussel)	<i>Lampsilis abrupta</i>	Sand and gravel substrates	E	Louisiana
Pocketbook, fat	<i>Potamilus capax</i>	Sand, mud, and fine gravel substrates	E	Louisiana
Sawfish, smalltooth	<i>Pristis pectinata</i>	Shallow coastal waters of tropical seas and estuaries; sheltered bays, on shallow banks, and in estuaries or river mouths	E	Louisiana
Sea turtle, hawksbill	<i>Eretmochelys imbricata</i>	Clear offshore waters off the mainland and on island shelves	E	Louisiana
Sea turtle, Kemp's ridley	<i>Lepidochelys kempii</i>	Sand/duneShallow areas with sandy and muddy bottoms	E	Louisiana
Sea turtle, leatherback	<i>Dermochelys coriacea</i>	Warm sands of tropical beaches	E	Louisiana

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Sturgeon, pallid	<i>Scaphirhynchus albus</i>	Free-flowing riverine	E	Louisiana
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Louisiana
Whale, finback	<i>Balaenoptera physalus</i>	Offshore ocean waters	E	Louisiana
Whale, humpback	<i>Megaptera novaeangliae</i>	Surface of the ocean	E	Louisiana
Woodpecker, red-cockaded	<i>Picoides borealis</i>	Open pine forests with large, widely-spaced older trees	E	Louisiana
(No common name)	<i>Geocarpa minimum</i>	Grazing land	T	Louisiana
Bear, Louisiana black	<i>Ursus americanus luteolus</i>	Forest - mixed, woodland	T	Louisiana
Heelsplitter, Alabama (=inflated)	<i>Potamilus inflatus</i>	Sand, mud, silt, and sandy-gravel substrates	T	Louisiana
Pearlshell, Louisiana	<i>Margaritifera hembeli</i>	Small sandy creeks with stable sand and gravel substrates	T	Louisiana
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Sandy beaches, islands	T	Louisiana
Sea turtle, green except where endangered	<i>Chelonia mydas</i>	Coasts, open sea	T	Louisiana
Sea turtle, loggerhead	<i>Caretta caretta</i>	Estuaries, coastal streams and salt marshes	T	Louisiana

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Sturgeon, gulf	<i>Acipenser oxyrinchus desotoi</i>	Free-flowing riverine	T	Louisiana
Tortoise, gopher W of of Mobile/Tombigbee Rs.	<i>Gopherus polyphemus</i>	Grassland/herbaceous	T	Louisiana

Turtle, ringed map	<i>Graptemys oculifera</i>	Clean, clear, limestone, spring-fed rivers and their tributaries	T	Louisiana
Bat, Indiana	<i>Myotis sodalis</i>	Caves, mines, upland forests	E	Mississippi
Chaffseed, American	<i>Schwalbea americana</i>	Acidic, sandy or peaty soils in open pine flatwoods	E	Mississippi
Clubshell, black	<i>Pleurobema curtum</i>	Riffles and shoals on sandy gravel to gravel-cobble substrates with moderate to fast currents	E	Mississippi
Clubshell, ovate	<i>Pleurobema perovatum</i>	Sandy or gravel bottoms of rivers with moderate currents	E	Mississippi
Clubshell, southern	<i>Pleurobema decisum</i>	Sand and gravel in the center of the stream or in sand along the margins of the stream	E	Mississippi
Combshell, southern	<i>Epioblasma penita</i>	Riffles or shoals with sandy gravel to gravel-cobble substrates	E	Mississippi
Crane, Mississippi sandhill	<i>Grus canadensis pulla</i>	Savannahs and other wet grasslands and open woodlands	E	Mississippi
Frog, Mississippi gopher Wherever found west of Mobile and Tombigbee Rivers in AL, MS, and LA	<i>Rana capito sevosa</i>	Long leaf pine forests and seasonal breeding ponds	E	Mississippi
Manatee, West Indian	<i>Trichechus manatus</i>	Shallow coastal waters, estuaries, bays, rivers, and lakes	E	Mississippi

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE

Pigtoe, flat	<i>Pleurobema marshalli</i>	Riffles and shoals on sandy gravel to gravel-cobble substrates with moderate to fast currents	E	Mississippi
Pocketbook, fat	<i>Potamilus capax</i>	Sand, mud, and fine gravel substrates	E	Mississippi
Pondberry	<i>Lindera melissifolia</i>	Floodplain hardwood forests and forested swales	E	Mississippi
Quillwort, Louisiana	<i>Isoetes louisianensis</i>	Shallow blackwater streams in riparian woodland	E	Mississippi
Sawfish, smalltooth	<i>Pristis pectinata</i>	Shallow coastal waters of tropical seas and estuaries; sheltered bays, on shallow banks, and in estuaries or river mouths	E	Mississippi
Sea turtle, hawksbill	<i>Eretmochelys imbricata</i>	Clear offshore waters off the mainland and on island shelves	E	Mississippi
Sea turtle, Kemp's ridley	<i>Lepidochelys kempii</i>	Shallow areas with sandy and muddy bottoms	E	Mississippi
Sea turtle, leatherback	<i>Dermochelys coriacea</i>	Warm sands of tropical beaches	E	Mississippi
Stirrupshell	<i>Quadrula stapes</i>	Riffles and shoals on sandy gravel to gravel-cobble substrates	E	Mississippi
Stork, wood AL, FL, GA, SC	<i>Mycteria americana</i>	Marshes, swamps, lagoons, ponds, flooded fields; also occurs in brackish wetlands	E	Mississippi
Sturgeon, Alabama	<i>Scaphirhynchus suttkusi</i>	Main channels of major rivers in areas below the Fall Line	E	Mississippi
Sturgeon, pallid	<i>Scaphirhynchus albus</i>	Free-flowing riverine	E	Mississippi

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Mississippi
Turtle, Alabama red-belly	<i>Pseudemys alabamensis</i>	Backwaters of upper Mobile Bay in areas with dense submerged vegetation	E	Mississippi
Whale, finback	<i>Balaenoptera physalus</i>	Offshore ocean waters	E	Mississippi
Whale, humpback	<i>Megaptera novaeangliae</i>	Surface of the ocean	E	Mississippi
Woodpecker, red-cockaded	<i>Picoides borealis</i>	Open pine forests with large, widely-spaced older trees	E	Mississippi
Bear, Louisiana black	<i>Ursus americanus luteolus</i>	Forest - mixed, woodland	T	Mississippi
Darter, bayou	<i>Etheostoma rubrum</i>	Creeks and small to medium rivers	T	Mississippi
Heelsplitter, Alabama (=inflated)	<i>Potamilus inflatus</i>	Sand, mud, silt, and sandy-gravel substrates	T	Mississippi
Moccasinshell, Alabama	<i>Medionidus acutissimus</i>	Sand and gravel substrate in clear water of moderate flow	T	Mississippi
Mucket, orangenacre	<i>Lampsilis perovalis</i>	Gravel-cobble substrates and possibly coarse sand	T	Mississippi
Potato-bean, Price's	<i>Apios priceana</i>	Open, rocky, wooded slopes and floodplain edges	T	Mississippi
Sea turtle, green except where endangered	<i>Chelonia mydas</i>	Coasts, open sea	T	Mississippi

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Sea turtle, loggerhead	<i>Caretta caretta</i>	Estuaries, coastal streams and salt marshes	T	Mississippi
Sturgeon, gulf	<i>Acipenser oxyrinchus desotoi</i>	Free-flowing riverine	T	Mississippi
Tortoise, gopher W of of Mobile/Tombigbee Rs.	<i>Gopherus polyphemus</i>	Grassland/herbaceous	T	Mississippi
Turtle, ringed map	<i>Graptemys oculifera</i>	Clean, clear, limestone, spring-fed rivers and their tributaries	T	Mississippi
Turtle, yellow-blotched map	<i>Graptemys flavimaculata</i>	Slow-moving rivers with sand and rock bottoms	T	Mississippi
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Sandy beaches, islands	T	Mississippi
Ambrosia, south Texas	<i>Ambrosia cheiranthifolia</i>	Grasslands and various mesquite-dominated shrublands	E	Texas
Amphipod, Peck's cave	<i>Stygobromus (=Stygonectes) pecki</i>	Subterranean springs	E	Texas
Ayenia, Texas	<i>Ayenia limitaris</i>	Dense subtropical woodlands	E	Texas
Bat, Mexican long-nosed	<i>Leptonycteris nivalis</i>	Caves or similar mines and tunnels	E	Texas
Beetle, American burying	<i>Nicrophorus americanus</i>	Cropland/hedgerow	E	Texas
Beetle, Coffin Cave mold	<i>Batrisodes texanus</i>	Isolated caves within the Edwards Limestone Formation	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Beetle, Comal Springs dryopid	<i>Stygoparnus comalensis</i>	Comal Springs	E	Texas

Beetle, Comal Springs riffle	<i>Heterelmis comalensis</i>	Gravel substrates and shallow riffles in spring runs	E	Texas
Beetle, Helotes mold	<i>Batrisodes venyivi</i>	Cavelike formations of Bexar County, Texas	E	Texas
Beetle, Kretschmarr Cave mold	<i>Texamaurops reddelli</i>	Edward's Plateau caves	E	Texas
Beetle, Tooth Cave ground	<i>Rhadine persephone</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Bladderpod, white	<i>Lesquerella pallida</i>	Exposed calcareous Weches Formation outcrops	E	Texas
Bladderpod, Zapata	<i>Lesquerella thamnophila</i>	Open, evergreen thorn shrublands on gravelly to sandy loams	E	Texas
Cactus, black lace	<i>Echinocereus reichenbachii</i> var. <i>albertii</i>	Grassy openings on south Texas rangeland	E	Texas
Cactus, Nellie cory	<i>Coryphantha minima</i>	Rock crevices on novaculite outcrops	E	Texas
Cactus, Sneed pincushion	<i>Coryphantha sneedii</i> var. <i>sneedii</i>	Grasslands or lechuguilla-sotol shrublands on limestone outcrops and rocky slopes	E	Texas
Cactus, star	<i>Astrophytum asterias</i>	Sparse, fairly open brushland	E	Texas
Cactus, Tobusch fishhook	<i>Ancistrocactus tobuschii</i>	Sparse, fairly open brushland	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Cat's-eye, Terlingua Creek	<i>Cryptantha crassipes</i>	Low hills and gentle slopes composed of a platy, yellowish limestone	E	Texas
Crane, whooping except where EXPN	<i>Grus americana</i>	Cropland/hedgerow, grassland/herbaceous	E	Texas

Curlew, Eskimo	<i>Numenius borealis</i>	Cropland/hedgerow, grassland/herbaceous, tundra	E	Texas
Darter, fountain	<i>Etheostoma fonticola</i>	Springs and spring-fed streams in dense beds of aquatic plants	E	Texas
Dawn-flower, Texas prairie	<i>Hymenoxys texana</i>	Poorly drained, sparsely vegetated areas	E	Texas
Dogweed, ashy	<i>Thymophylla tephroleuca</i>	Fine sand or sandy-loam soils on level or rolling grasslands often shrub-invaded	E	Texas
Falcon, northern aplomado	<i>Falco femoralis septentrionalis</i>	Open grassland or savannah with scattered trees or shrubs	E	Texas
Flycatcher, southwestern willow	<i>Empidonax traillii extimus</i>	Streamside thickets, brushy fields, and willows	E	Texas
Frankenia, Johnston's	<i>Frankenia johnstonii</i>	Arid, gravelly, limestone-derived soils on gentle slopes	E	Texas
Gambusia, Big Bend	<i>Gambusia gaigei</i>	Herbaceous wetlands	E	Texas
Gambusia, Clear Creek	<i>Gambusia heterochir</i>	Springs and outflow streams	E	Texas
Gambusia, Pecos	<i>Gambusia nobilis</i>	Herbaceous wetlands	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Gambusia, San Marcos	<i>Gambusia georgei</i>	Herbaceous wetlands	E	Texas
Ground beetle, [unnamed]	<i>Rhadine exilis</i>	Burrows, under stones and in damp soil	E	Texas
Ground beetle, [unnamed]	<i>Rhadine infernalis</i>	Burrows, under stones and in damp soil	E	Texas
Harvestman, Bee Creek Cave	<i>Texella reddelli</i>	Karst caves within the Edwards Limestone Formation	E	Texas

Harvestman, Bone Cave	<i>Texella reyesi</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Harvestman, Cokendolpher Cave	<i>Texella cokendolpheri</i>	Subterranean obligate	E	Texas
Jaguarundi, Gulf Coast	<i>Herpailurus (=Felis) yagouaroundi cacomitli</i>	Tropical and subtropical forests	E	Texas
Ladies'-tresses, Navasota	<i>Spiranthes parksii</i>	Narrow band of vegetation called the Post-Oak Savannah	E	Texas
Manatee, West Indian	<i>Trichechus manatus</i>	Shallow coastal waters, estuaries, bays, rivers, and lakes	E	Texas
Manioc, Walker's	<i>Manihot walkerae</i>	Tamaulipan grassland-thornscrub community	E	Texas
Meshweaver, Braken Bat Cave	<i>Cicurina venii</i>	Subterranean obligate	E	Texas
Meshweaver, Government Canyon Bat Cave	<i>Cicurina vespera</i>	Subterranean obligate	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Meshweaver, Madla's Cave	<i>Cicurina madla</i>	Subterranean obligate	E	Texas
Meshweaver, Robber Baron Cave	<i>Cicurina baronia</i>	Subterranean obligate	E	Texas
Ocelot	<i>Leopardus (=Felis) pardalis</i>	Forest, wetlands	E	Texas
Phlox, Texas trailing	<i>Phlox nivalis ssp. texensis</i>	"In fire-maintained openings in upland longleaf pine savannas or	E	Texas
Pitaya, Davis' green	<i>Echinocereus viridiflorus var. davisii</i>	Flat hills on a specific substrate rich in quartz sand, in west Texas	E	Texas
Pondweed, Little Aguja	<i>Potamogeton</i>	Pools and flowing		

(=Creek)	<i>clystocarpus</i>	streams with igneous-derived alluvium.	E	Texas
Poppy-mallow, Texas	<i>Callirhoe scabriuscula</i>	Grasslands, shin oak shrublands, or open oak or mesquite woodlands	E	Texas
Prairie-chicken, Attwater's greater	<i>Tympanuchus cupido attwateri</i>	Forest	E	Texas
Pseudoscorpion, Tooth Cave	<i>Tartarocreagris texana</i>	Dry caves within the Edwards Limestone Formation	E	Texas
Pupfish, Comanche Springs	<i>Cyprinodon elegans</i>	Spring-marsh complex, irrigation canals	E	Texas
Pupfish, Leon Springs	<i>Cyprinodon bovinus</i>	Spring-marsh complex, irrigation canals	E	Texas
Rush-pea, slender	<i>Hoffmannseggia tenella</i>	Sparsely vegetated openings within bluestem-sacahuista grasslands	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Salamander, Barton Springs	<i>Eurycea sosorum</i>	Aquatic, rubble in the spring outflow at Barton Springs	E	Texas
Salamander, Texas blind	<i>Typhlomolge rathbuni</i>	Subterranean streams of the Purgatory Creek system	E	Texas
Sand-verbena, large-fruited	<i>Abronia macrocarpa</i>	Deep, well-drained sands	E	Texas
Sawfish, smalltooth	<i>Pristis pectinata</i>	Shallow coastal waters of tropical seas and estuaries; sheltered bays, on shallow banks, and in estuaries or river mouths	E	Texas
Sea turtle, hawksbill	<i>Eretmochelys imbricata</i>	Clear offshore waters off the mainland and	E	Texas

		on island shelves		
Sea turtle, Kemp's ridley	<i>Lepidochelys kempii</i>	Shallow areas with sandy and muddy bottoms	E	Texas
Sea turtle, leatherback	<i>Dermochelys coriacea</i>	Warm sands of tropical beaches	E	Texas
Snail, Pecos assiminea	<i>Assiminea pecos</i>	Permanent, flowing, unpolluted, fresh to moderately saline water; Moist or saturated soil at stream or spring run margins with native vegetation growing in or adapted to aquatic or very wet environment, such as salt grass or sedges; and Stable water levels with natural diurnal and seasonal variation	E	Texas
Snowbells, Texas	<i>Styrax texanus</i>	Praries and pastures	E	Texas
Spider, Government Canyon Bat Cave	<i>Neoleptoneta microps</i>	Subterranean obligate	E	Texas
Spider, Tooth Cave	<i>Leptoneta myopica</i>	Subterranean obligate	E	Texas
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Toad, Houston	<i>Bufo houstonensis</i>	Soft sandy soils; pine forest, mixed deciduous forest	E	Texas
Vireo, black-capped	<i>Vireo atricapillus</i>	Shrubland/chaparral	E	Texas
Warbler (=wood), golden-cheeked	<i>Dendroica chrysoparia</i>	Woodlands with tall Ashe juniper, oaks, and other hardwood	E	Texas

		trees		
Whale, finback	<i>Balaenoptera physalus</i>	Offshore ocean waters	E	Texas
Whale, humpback	<i>Megaptera novaeangliae</i>	Surface of the ocean	E	Texas
Wild-rice, Texas	<i>Zizania texana</i>	Gravelly, sandy to silty clays in relatively shallow water	E	Texas
Woodpecker, red-cockaded	<i>Picoides borealis</i>	Open pine forests with large, widely-spaced older trees	E	Texas
(No common name)	<i>Geocarpon minimum</i>	Grazing land	T	Texas
Bear, Louisiana black	<i>Ursus americanus luteolus</i>	Forest - mixed, woodland	T	Texas
Cactus, Chisos Mountain hedgehog	<i>Echinocereus chisoensis var. chisoensis</i>	Desert grasslands or sparsely vegetated shrublands on gravelly flats and terraces	T	Texas
Cactus, Lloyd's Mariposa	<i>Echinomastus mariposensis</i>	Arid, gravelly, limestone-derived soils on gentle slopes	T	Texas
Cory cactus, bunched	<i>Coryphantha ramillosa</i>	Chihuahuan Desert succulent scrub on rocky slopes, ledges, and gravelly flats	T	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Eagle, bald Sonoran Desert DPS	<i>Haliaeetus leucocephalus</i>	Coastlines, rivers, lakes, wet prairies, and coastal pine lands	T	Texas
Minnow, Devils River	<i>Dionda diaboli</i>	Creek medium river	T	Texas
Oak, Hinckley	<i>Quercus hinckleyi</i>	Arid, rocky, limestone-derived soils or limestone outcrops	T	Texas
Owl, Mexican spotted	<i>Strix occidentalis</i>	Forest, woodlands	T	Texas

	<i>lucida</i>			
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Wetlands	T	Texas
Salamander, San Marcos	<i>Eurycea nana</i>	Clear spring water coming from the headwaters of the San Marcos River	T	Texas
Sea turtle, green except where endangered	<i>Chelonia mydas</i>	Coasts, open sea	T	Texas
Sea turtle, loggerhead	<i>Caretta caretta</i>	Estuaries, coastal streams and salt marshes	T	Texas
Shiner, Arkansas River Arkansas R. Basin	<i>Notropis girardi</i>	Unshaded channels of creeks and small to large rivers	T	Texas
Snake, Concho water	<i>Nerodia paucimaculata</i>	Bare rock/talus/scree	T	Texas
Sunflower, Pecos (=puzzle, =paradox)	<i>Helianthus paradoxus</i>	Desert wetlands	T	Texas

T - Threatened

E - Endangered

## 6.7 SENSITIVITY MAPS

[Click here to view Gulf Region Response Plan Map](#)

### **Atlantis Lateral GC787 Atlantis - GC739SSTI; OPID 31189; MMS Seg# 14008**

[\(Click here for \(Documentation Available On-Site\)\)](#)

### **Destin Beach Valve - Pascagoula; OPID 31088**

[\(Click here for Beach Valve Pascagoula36in\)](#)

### **Destin Compressor Station - Chevron Refinery**

[\(Click here for Pascagoula Chevron 16in\)](#)

### **Destin Compressor Station - Sand Hill Compressor Station**

[\(Click here for Pascagoula Transco 36in 1of11\)](#)

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[\(Click here for Destin Pipeline SND TRN 36\(0of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(1of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(2of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(3of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(4of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(5of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(6of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(7of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(8of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(9of23\)\)](#)  
[\(Click here for Destin Pipeline SND TRN 36\(10of23\)\)](#)

## 6.7 SENSITIVITY MAPS

### **Destin SNGMS - Tennessee Rose Hill**

[\(Click here for SNG TRH 16in\)](#)

### **Destin TranscoMS - SNGMS**

[\(Click here for Transco SNG 30in 1of2\)](#)

[\(Click here for Transco SNG 30in 2of2\)](#)

### **Endymion - SP89E to GI 18F/S; OPID 31189; MMS Seg#13534**

[\(Click here for Endymion PL HCA.pdf\)](#)

### **Endymion GI 19 - Clovelly (LOOP); OPID 31189**

[\(Click here for Endymion hca 11.pdf\)](#)

[\(Click here for Endymion hca 12.pdf\)](#)

[\(Click here for Endymion hca 13.pdf\)](#)

[\(Click here for Endymion hca 14.pdf\)](#)

[\(Click here for Endymion hca 15.pdf\)](#)

[\(Click here for Endymion hca 16.pdf\)](#)

[\(Click here for Endymion hca 17.pdf\)](#)

[\(Click here for Endymion hca 18.pdf\)](#)

### **MPOG Seg I - MP225-MP69 terminal; OPID 30969; MMS Seg#11015**

[\(Click here for Main Pass\\_r3.pdf\)](#)

### **TriStates - BP - Canal 12; OPID 31270**

[\(Click here for Duke - Canal 640001\)](#)

[\(Click here for Duke - Canal 640002\)](#)

[\(Click here for Duke - Canal 640003\)](#)

[\(Click here for Duke - Canal 640004\)](#)

[\(Click here for Duke - Canal 640005\)](#)

[\(Click here for Duke - Canal 640006\)](#)

[\(Click here for Duke - Canal 640007\)](#)

[\(Click here for Duke - Canal 640008\)](#)

### **TriStates - Canal - Kiln 12; OPID 31270**

[\(Click here for Canal-Kiln 640101\)](#)

[\(Click here for Canal-Kiln 640102\)](#)

[\(Click here for Canal-Kiln 640103\)](#)

### **TriStates - Duke - Williams Lateral; OPID 31270**

[\(Click here for Williams Lateral 640501\)](#)

## 6.7 SENSITIVITY MAPS

### **TriStates - Kiln - Mandeville 16; OPID 31270**

[\(Click here for Kiln-Mandeville 640201\)](#)

[\(Click here for Kiln-Mandeville 640202\)](#)

[\(Click here for Kiln-Mandeville 640203\)](#)

[\(Click here for Kiln-Mandeville 640204\)](#)

[\(Click here for Kiln-Mandeville 640205\)](#)

### **TriStates - Mandeville - Kenner 12; OPID 31270**

[\(Click here for Mandeville - Kenner 640301\)](#)

[\(Click here for Mandeville - Kenner 640302\)](#)

[\(Click here for Mandeville - Kenner 640303\)](#)

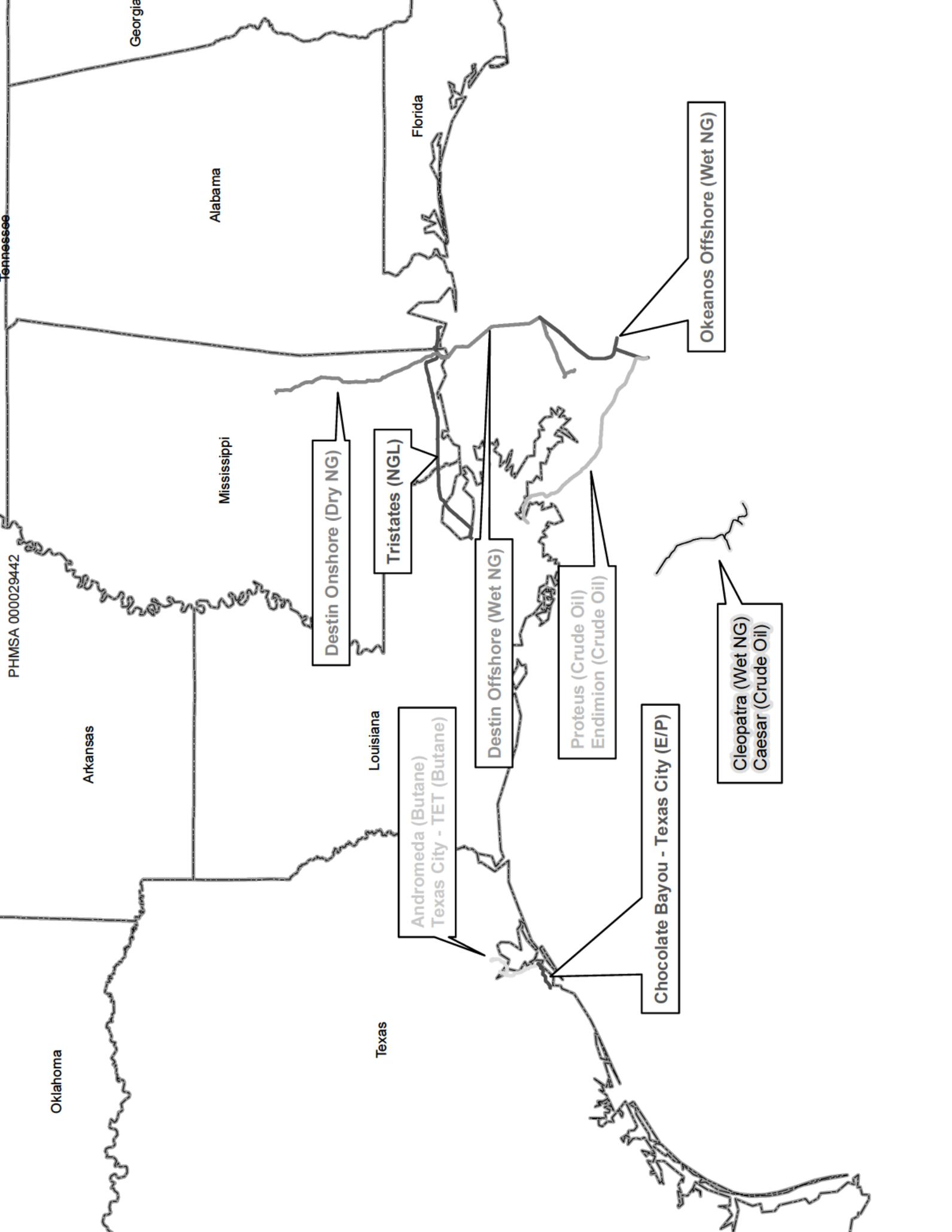
[\(Click here for Mandeville - Kenner 640304\)](#)

[\(Click here for Mandeville - Kenner 640305\)](#)

[\(Click here for Mandeville - Kenner 640306\)](#)

### **TriStates - Williams - BP; OPID 31270**

[\(Click here for Pacagoula Lateral 640401\)](#)



PHMSA 000029442

PHMSA 000029442

Oklahoma

Arkansas

Alabama

Georgia

Florida

Mississippi

Louisiana

Texas

Destin Onshore (Dry NG)

Tristates (NGL)

Andromeda (Butane)  
Texas City - TET (Butane)

Destin Offshore (Wet NG)

Proteus (Crude Oil)  
Endimion (Crude Oil)

Chocolate Bayou - Texas City (E/P)

Cleopatra (Wet NG)  
Caesar (Crude Oil)

Okeanos Offshore (Wet NG)

Maps have been redacted in accordance with the FOIA Exemption 7(F).

SECTION 7  
SUSTAINED RESPONSE ACTIONS

Last revised: August 2011

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7.1 Response Resources

7.1.1 Response Equipment

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

7.1.2 Response Equipment Inspection and Maintenance

7.1.3 Contractors, Contractor Equipment, and Labor

7.1.4 Command Post

Figure 7.1-2 - Command Post Checklist

7.1.5 Staging Area

7.1.6 Communications Plan

Figure 7.1-3 - Communications Checklist

7.2 Site Security Measures

Figure 7.2-1 - Site Security Checklist

7.3 Waste Management

Figure 7.3-1 - Waste Management Flow Chart

Figure 7.3-2 - General Waste Containment and Disposal  
Checklist

7.3.1 Storage

Figure 7.3-3 - Temporary Storage Methods

7.4 Public Affairs

Figure 7.4-1 - Media Incident Fact Sheet

## 7.1 RESPONSE RESOURCES

### 7.1.1 Response Equipment

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS	LOCATION AT FACILITY

**\*Note:** Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan.

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

\* USCG Classified OSRO

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
* ES&H/Cenac Environmental Services Houma, LA	Full Response Capabilities per U.S. Coast Guard Classification	2 hours
* Marine Spill Response Corporation Galveston, TX	Full Response Capabilities per U.S. Coast Guard Classification, including aerial tracking and dispersants	2 hours
* Oil Mop, LLC Belle Chasse, LA	Full Response Capabilities per U.S. Coast Guard Classification	2 hours
* National Response Corporation Houston, TX	Full Response Capabilities per U.S. Coast Guard Classification, including aerial tracking and dispersants	3 hours
* American Pollution Control, Inc. New Iberia, LA	Full Response Capabilities per U.S. Coast Guard Classification	5 hours
* Clean Channel Association Inc. Pasadena, TX	Full Response Capabilities per U.S. Coast Guard Classification	6 hours
* Garner Environmental Services Deer Park, TX	Full Response Capabilities per U.S. Coast Guard Classification; Response/Recovery	6 hours

### 7.1.2 Response Equipment Inspection and Maintenance

Company response resources consist of strategically located response trailers containing primarily safety and emergency response equipment.

In general, one or more trailers can be mobilized to any location along the pipeline within six to 12 hours to meet the federal Tier 1 response planning requirements. Vacuum truck contractors can also respond to most locations along the pipeline system within six hours and regional response contractors can respond to any location within 30 to 36 hours to meet the Tier 2 and Tier 3 response requirements.

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

---

**Containment boom** During semiannual boom deployment exercises, boom will be inspected for signs of structural deficiencies. If tears in fabric or rotting is observed, boom will be repaired or replaced. In addition, end connectors will be inspected for evidence of corrosion. If severe corrosion is detected, equipment will be repaired or replaced.

---

**Miscellaneous equipment** Other response equipment identified in this Plan will be inventoried and tested on a semiannual basis to ensure that the stated quantities are in inventory and in proper working order. The equipment inspection and deployment exercises are recorded and maintained at the facility and retained for a period of five years. Exercise requirements are listed in **APPENDIX A**. An Emergency Response or Drill form is in **FIGURE A.1-3**.

### 7.1.3 Contractors, Contractor Equipment, and Labor

- The Company's primary response contractors' names and phone numbers, as well as other companies who can provide spill response services are provided in **SECTION 3**.
- The Company has ensured by contract the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to the worst case discharge or the substantial threat of such discharge.
- **APPENDIX B** contains evidence of contracts for the Company's primary response contractors.

### 7.1.4 Command Post

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

FIGURE 7.1-2 - COMMAND POST CHECKLIST

COMMAND POST CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Ensure adequate space for size of staff.			
Ensure 24-hour accessibility.			

Ensure personal hygiene facilities.			
Ensure suitability of existing communications resources (phone/fax/radio).			
Ensure suitability of private conference and briefing rooms.			
Identify Command Post security requirements, safe location.			
Notify other parties of Command Post location; provide maps/driving directions.			
Determine staging areas and incident base locations.			
Identify future need to move, upgrade facilities.			

### 7.1.5 Staging Area

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

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

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

In addition, the staging area should:

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

### 7.1.6 Communications Plan

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

- The Destin/TriStates area could sustain continued response actions with the following resources: 2 Satellite lines (MP260), 1 fax line (MP260), 3 satellite phones (MP260), 1 VHF radio (MP260), 1 VHF radio (helicopter), 1 GPS (helicopter), 8 handheld GPS units (Destin/TriStates), 2 LAN lines (Compressor station), 1 fax (Compressor station), 1 T1 computer connection (Compressor station), 4 LAN lines (office), 1 fax (office), 1 T1 connection (office), 20 cellular phones (Destin/TriStates), 25 computers (Destin/TriStates). Texas area can maintain sustained response actions with the listed

resources as necessary (actual quantities vary): Ten (10) LAN lines, Twenty (20) Cellular Phones, Five (5) satellite phones, Twenty (20) Computers and Five (5) Fax machines Port Hudson continued response would include the following resources: MPOG continued response would include the following resources:

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

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

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

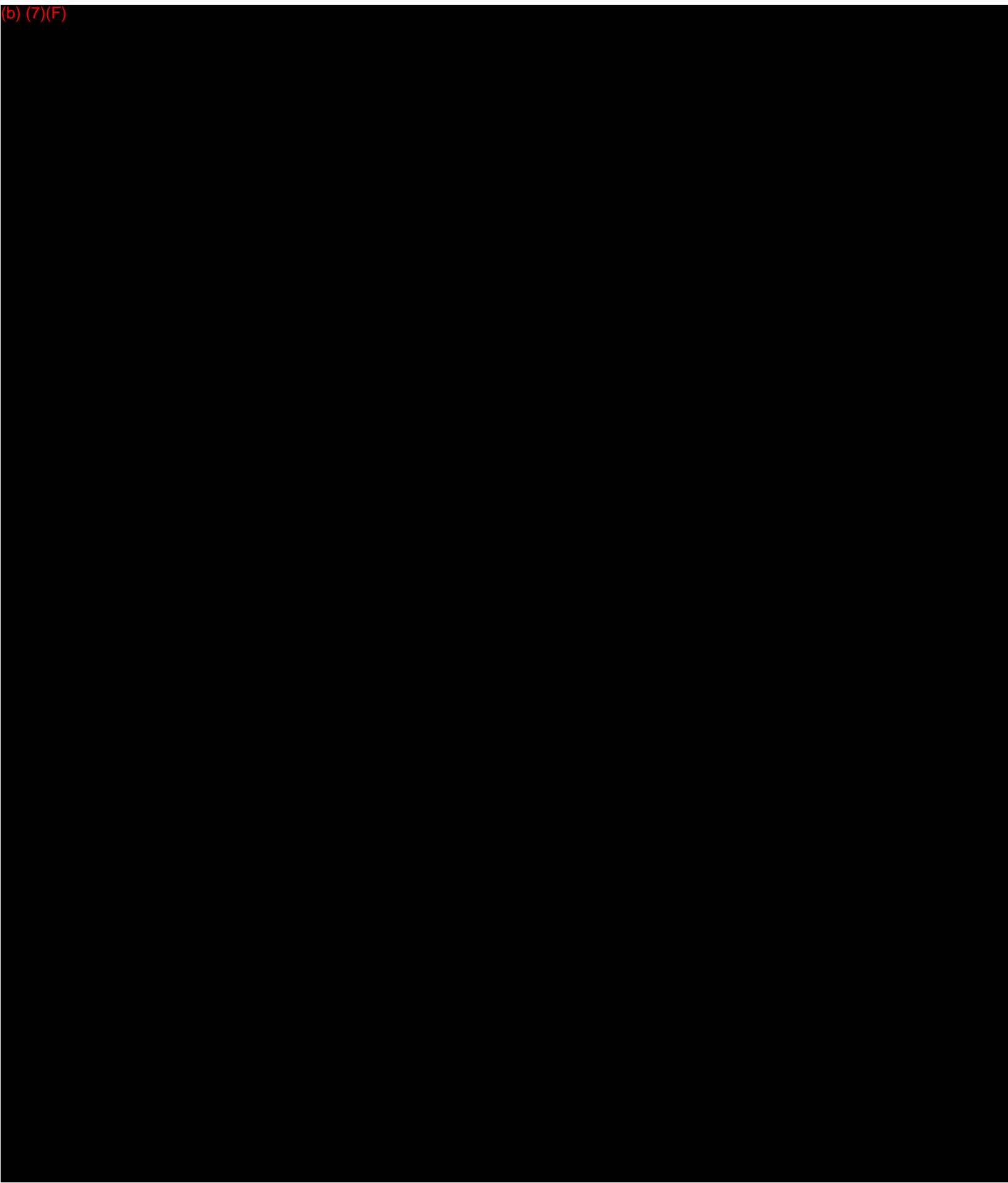
The Communications Plan, written at the time of an incident, will identify telephone numbers and radio frequencies used by responders. This may also involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

**FIGURE 7.1-3 - COMMUNICATIONS CHECKLIST**

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

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

(b) (7)(F)



### 7.3 WASTE MANAGEMENT

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

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

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

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

Good hazardous waste management includes:

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

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

- Worker safety,
- Waste minimization,

- Cost effectiveness,
- Minimization of environmental impacts,

### 7.3 WASTE MANAGEMENT, CONTINUED

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

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

- Storage,
- Waste segregation,
- Packaging, and
- Transportation.

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

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

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

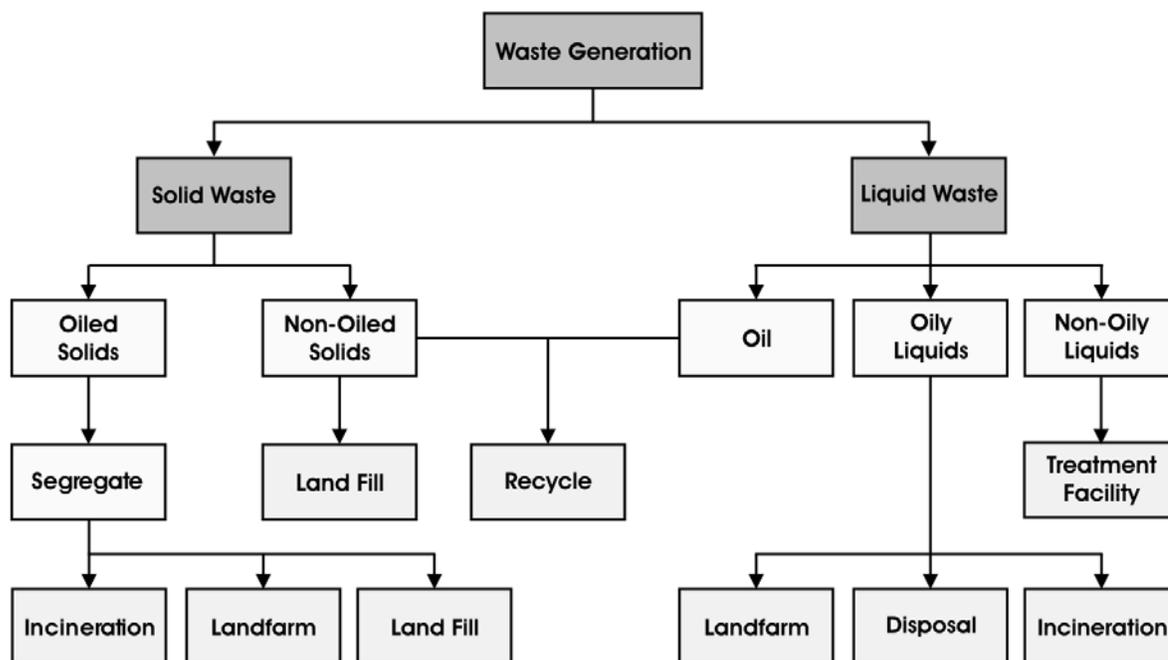


FIGURE 7.3-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST

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

### 7.3.1 Storage

During an oil spill, the volume of oil that can be recovered depends on the storage capacity available. Typical short-term (temporary) storage methods are provided in [FIGURE 7.3-3](#). If storage containers such as bags or drums are used, the container should be clearly marked and/or color-coded to indicate the type of material or waste contained and/or the ultimate disposal option.

FIGURE 7.3-3 - TEMPORARY STORAGE METHODS

CONTAINMENT	PRODUCT						CAPACITY
	OIL	OIL/WATER	OIL/SOIL	OIL/DEBRIS (Small)	OIL/DEBRIS (Medium)	OIL/DEBRIS (Large)	

Drums	X	X	X				0.2-0.5 yd <sup>3</sup>
Bags		X	X	X			1.0-2.0 yd <sup>3</sup>
Boxes		X	X	X			1-5 yd <sup>3</sup>
Open top rolloff	X	X	X	X	X	X	8-40 yd <sup>3</sup>
Roll top rolloff	X	X	X	X	X	X	15-25 yd <sup>3</sup>
Vacuum box	X	X					15-25 yd <sup>3</sup>
Frac tank	X	X					500-20,000 gal
Poly tank	X	X					200-4,000 gal
Vacuum truck	X	X	X				2,000-5,000 gal
Tank trailer	X	X					2,000-4,000 gal
Barge	X	X					3,000+ gal
Berm, 4 ft		X	X	X	X	X	1 yd <sup>3</sup>
Bladders	X	X					25-1,500 gal

## 7.4 PUBLIC AFFAIRS

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

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

## 7.4 PUBLIC AFFAIRS, CONTINUED

### GUIDELINES FOR DEALING WITH THE MEDIA

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

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**Provide**

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

---

**Don't provide**

- Names of deceased or seriously injured employees until the next of kin have been notified,
- Speculation about the cause of the emergency,
- Any statement implying personal or company negligence,
- Number of injured or killed, if known, or
- Cost estimates of damage.

---

**Other considerations**

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

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**7.4 PUBLIC AFFAIRS, CONTINUED**

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**Other considerations, continued:**

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

- Don't minimize the situation.

FIGURE 7.4-1 - MEDIA INCIDENT FACT SHEET

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

SECTION 8  
DEMOBILIZATION / POST-INCIDENT REVIEW

Last revised: July 2008

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8.1 Terminating the Response

8.2 Demobilization

Figure 8.2-1 - Demobilization Checklist

8.3 Post-Incident Review

Figure 8.3-1 - Emergency Response or Drill Form

8.3.1 Final Spill Cleanup Report

## 8.1 TERMINATING THE RESPONSE

- A team of federal, state, and Company personnel must certify that each area is clean before halting cleanup operations.
- Demobilize equipment and personnel at the first opportunity in order to reduce cost.
- Consider which resources should be demobilized first; for example, berthing expenses can be saved by demobilizing out-of-area contractors before local ones.
- Equipment may need both maintenance and decontamination before being demobilized.
- All facilities (staging area, Command Post, etc.) should be returned to their pre-spill condition before terminating operations.
- Determine what documentation should be maintained, where, and for how long.
- Contract personnel may be more susceptible to "suffering" injuries as they approach termination.
- Some activities will continue after the cleanup ends; examples include incident debriefing, bioremediation, NRDA studies, claims, and legal actions.
- Consider expressing gratitude to the community, police department, fire department, and emergency crews for their work during the response.

## 8.2 DEMOBILIZATION

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

FIGURE 8.2-1 - DEMOBILIZATION CHECKLIST

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

equipment.			
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### 8.3 POST-INCIDENT REVIEW

All facility personnel involved in the incident shall be debriefed (by the Company) within 24 hours after termination of operations. The primary purpose of the post-incident review is to identify actual or potential deficiencies in the Plan and determine the changes required to correct the deficiencies. The post-incident review also is intended to identify which response procedures, equipment, and techniques were effective and which were not and the reason(s) why. This type of information is very helpful in the development of a functional Plan by eliminating or modifying those response procedures that are less effective and emphasizing those that are highly effective. This process also should be used for evaluating training drills or exercises. Key agency personnel that were involved in the response will be invited to attend the post-incident review. An Emergency Response or Drill Form is provided in **FIGURE 8.3-1**. Results of the review are forwarded to the Company within 90 days following completion of response and cleanup procedures.

#### FIGURE 8.3-1 - EMERGENCY RESPONSE OR DRILL FORM

EXERCISE?????????  ACTUAL EVENT

Date & Time Convened:

1. Operations Director reviews facts of incident.

(Type, Group Security (Terrorist Act?), Safety, Surroundings, Commodity, Volume Spilled (if spill), Weather)

Obtain topographical map of area from engineering.

Actions Taken:

Level:???????? ???? 1????? 2????? 3

2. Is there anything that must be done prior to adjournment?

3. Who is on the scene?? (Company reps, others, i.e., fire, police, ambulance)

Who is the incident commander?

Phone Numbers:

Where is the command post?

Phone Numbers:

Who is BST Liaison with Incident Command?

Phone Numbers:

Request BST be included by speakerphone during EOC Unified Command meetings

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

4. Is there a need to contact the Incident Management Teams?

Contact:      a.? IMT?????? \_\_\_\_\_  
                  b.? BART?? \_\_\_\_\_

5. Who (if anyone) has already been dispatched to the scene from Lisle/Chicago?

6. Who else should go to the scene ASAP?

7. Does an all-BP number need to be set up for notification purposes?

8. Next meeting at?

#### 8.3.1 Final Spill Cleanup Report

A final, comprehensive report shall be prepared by the Incident Commander or his designee after completion of spill cleanup activities for internal use. It should be written in the narrative form and include the information listed below (as appropriate):

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

# APPENDICES

## A. TRAINING / EXERCISES

## B. CONTRACTOR RESPONSE EQUIPMENT

## C. HAZARD EVALUATION AND RISK ANALYSIS

## D. CROSS-REFERENCES

## E. ACRONYMS AND DEFINITIONS

## F. ADDITIONAL INFORMATION

**APPENDIX A**  
**TRAINING / EXERCISES**

Last revised: July 2008

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A.1 Exercise Requirements and Schedules

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

Figure A.1-2 - Exercise Requirements

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

A.2 Training Program

Figure A.2-1 - Training Requirements

Figure A.2-2 - PREP Training Program Matrix

Figure A.2-3 - Personnel Response Training Log

## A.1 EXERCISE REQUIREMENTS AND SCHEDULES

- The Company participates in the National Preparedness for Response Exercise Program (PREP).
- During each triennial cycle, all components of the Plan (**FIGURE A.1-1**) must be exercised at least once.
- The local Manager/Team Leader is responsible for the following aspects:
  - Adherence to BU's training/exercise program,
  - Scheduling,
  - Assignment of ICS (Incident Command System) roles,
  - Post-drill evaluation/debrief/improvements, and
  - Maintenance of records (documentation).
- **FIGURE A.1-2** provides descriptions of exercise requirements, **FIGURE A.1-3** provides an Emergency Response or Drill Form.

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

CORE COMPONENTS	DESCRIPTION
1. Notifications	Test the notifications procedures identified in the Area Contingency Plan (ACP) and the Spill Response Plan.
2. Staff mobilization	Demonstrate the ability to assemble the spill response organization identified in the ACP and the Spill Response Plan.
3. Ability to operate within the response management system described in the Plan: <ul style="list-style-type: none"> <li>• Unified Command</li> <li>• Response management system</li> </ul>	<p>Demonstrate the ability of the spill response organization to work within a unified command.</p> <p>Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.</p>
4. Discharge control	Demonstrate the ability of the spill response organization to control and stop the discharge at the source.
5. Assessment	Demonstrate the ability of the spill response organization to provide initial assessment of the discharge and provide continuing assessments of the effectiveness of the tactical operations.
6. Containment	Demonstrate the ability of the spill response organization to contain the discharge at the source or in various locations for recovery operations.
7. Recovery	Demonstrate the ability of the spill response organization to recover the discharged product.

8. Protection	Demonstrate the ability of the spill response organization to protect the environmentally and economically sensitive areas identified in the ACP and the respective industry response plan.
9. Disposal	Demonstrate the ability of the spill response organization to dispose of the recovered material and contaminated debris.
10. Communications	Demonstrate the ability to establish an effective communications system for the spill response organization.
11. Transportation	Demonstrate the ability to establish multi-mode transportation both for execution of the discharge and support functions.
12. Personnel support	Demonstrate the ability to provide the necessary support of all personnel associated with response.
13. Equipment maintenance and support	Demonstrate the ability to maintain and support all equipment associated with the response.
14. Procurement	Demonstrate the ability to establish and effective procurement system.
15. Documentation	Demonstrate the ability of the spill response organization to document all operational and support aspects of the response and provide detailed records of decisions and actions taken.

FIGURE A.1-2 - EXERCISE REQUIREMENTS

EXERCISE TYPE	EXERCISE CHARACTERISTICS
Facility/QI notification	<ul style="list-style-type: none"> <li>• Conducted quarterly.</li> <li>• Facility or District initiates mock spill notification to QI.</li> <li>• Facility or District documents time/date of notification, name, and phone number of individual contacted.</li> <li>• Use PREP Exercise Documentation Form in Forms section.</li> </ul>
Equipment deployment	<ul style="list-style-type: none"> <li>• Conducted semiannually if Company owns equipment. (e.g. boat, boom, skimmer, <u>not</u> absorbents)</li> <li>• Response contractors listed in the plan must participate in annual deployment exercise.</li> <li>• Use PREP Exercise Documentation Form in Forms section</li> </ul>
Facility Response Team tabletop	<ul style="list-style-type: none"> <li>• Conducted annually.</li> <li>• Tests team's response activities/responsibilities.</li> <li>• Notify the appropriate agencies.</li> <li>• Documents Plan's effectiveness.</li> <li>• Must exercise worst case discharge scenario once every three years.</li> </ul>

	<p>Must test all Plan components at least once every three years.</p> <ul style="list-style-type: none"> <li>• Use PREP Exercise Documentation Form in Forms section.</li> </ul>
Unannounced	<ul style="list-style-type: none"> <li>• Company will either participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, if selected.</li> <li>• Company may take credit for participation in government initiated unannounced drill in lieu of drill required by PREP guidelines.</li> <li>• Plan holders who have participated in a PREP government-initiated unannounced exercise will not be required to participate in another one for at least 36 months from the date of the exercise if the Company passes the exercise.</li> </ul>
Area	<ul style="list-style-type: none"> <li>• An industry plan holder that participates in an Area Exercise would not be required to participate in another Area Exercise for a minimum of six years if the Company passes the exercise.</li> </ul>
<b>OTHER EXERCISE CONSIDERATIONS</b>	
Drill program evaluation procedures	<ul style="list-style-type: none"> <li>• Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later.</li> </ul>
Records of drills	<ul style="list-style-type: none"> <li>• Company will maintain exercise records for five years following completion of each exercise.</li> <li>• Records will be made available to applicable agencies upon request.</li> <li>• Company will verify appropriate records are kept for each spill response contractor listed in Plan as required by PREP guidelines (annual equipment deployment drill, triennial unannounced drill, etc.).</li> </ul>

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

**Three Year Oil Pollution Act of 1990 Drill Log**

**Facility Name:** \_\_\_\_\_

**Location:** \_\_\_\_\_

	<b>Document Completed Drills with Drill Date and</b>
--	--

Drill Type	Initials		
	Year _____	Year _____	Year _____
<b>QI Notification Drill</b>			
1st Qtr			
2nd Qtr			
3rd Qtr			
4th Qtr			
<b>Annual PREP Tabletop Exercise (indicate scenario type: Small, Medium or Worst Case)</b>			
<b>Agency/OSRO Telephone Notification Drill</b>			
1st Half of Year			
2nd Half of Year			
<b>Facility Owned Equipment Deployment</b>			
1st Half of Year			
2nd Half of Year			
<b>Unannounced Drill</b>			
<b>Contractor Owned Equipment Deployment (obtain documentation annually)</b>			
<b>Agency Unannounced Drill (As requested)</b>			
<b>Area Exercise (As requested)</b>			

Rev. 6/2013

A.2 TRAINING PROGRAM

**FIGURE A.2-1** provides training requirements for spill responders. **FIGURE A.2-2** provides

the program matrix. **FIGURE A.2-3** provides a personnel response training log.

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

TRAINING TYPE	TRAINING CHARACTERISTICS
Training in use of spill response plan	<ul style="list-style-type: none"> <li>All field personnel will be trained to properly report/monitor spills.</li> <li>Plan will be reviewed annually with all employees and contract personnel.</li> <li>The Personnel Response Training Log is located in <b>FIGURE A.2-3</b>.</li> </ul>
OSHA training requirements	<ul style="list-style-type: none"> <li>All Company responders designated in Plan must have 24 hours of initial spill response training.</li> <li>Laborers having potential for minimal exposure must have 24 hours of initial oil spill response instruction and eight hours of actual field experience.</li> <li>Spill responders having potential exposure to hazardous substances at levels exceeding permissible exposure limits must have 40 hours of initial training offsite and 24 hours of actual field experience.</li> <li>On-site management/supervisors required to receive same training as equipment operators/general laborers plus eight hours of specialized hazardous waste management training.</li> <li>Managers/employees require eight hours of annual refresher training.</li> </ul>
Incident Management Team personnel training	<ul style="list-style-type: none"> <li>See recommended PREP Training Program Matrix (<b>FIGURE A.2-2</b>).</li> </ul>
Training for casual laborers or volunteers	<ul style="list-style-type: none"> <li>Company will not use casual laborers/volunteers for operations requiring HAZWOPER training.</li> </ul>
Wildlife	<ul style="list-style-type: none"> <li>Only trained personnel approved by USFWS and appropriate state agency will be used to treat oiled wildlife.</li> </ul>
Training documentation and record maintenance	<ul style="list-style-type: none"> <li>Training activity records will be retained five years for all personnel following completion of training.</li> <li>Company will retain training records indefinitely for individuals assigned specific duties in the Plan.</li> <li>Training records will be retained at each facility or pipeline office; Supervisor/Area Manager will document all applicable training.</li> </ul>

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	INCIDENT MANAGEMENT TEAM (IMT)	PIPELINE PERSONNEL
Captain of the Port (COTP) Zones or Environmental Protection Agency (EPA) Regions in which the facility is located	X	X	X
Notification procedures and requirements for facility owners or operators; internal response organizations; federal and state agencies; and contracted Oil Spill Removal Organizations (OSROs) and the information required for those organizations	X	X	X
Communication system used for the notifications	X	X	X
Information on the products stored, used, or transferred by the facility, including familiarity with the material safety data sheets (MSDS), special handling procedures, health and safety hazards, spill and fire fighting procedures	X	X	X
Procedures the facility personnel may use to mitigate or prevent any discharge or a substantial threat of a discharge of oil resulting from facility operational activities associated with internal or external cargo transfers, storage, or use	X		
Facility personnel responsibilities and procedures for use of facility equipment which may be available to mitigate or prevent an oil discharge	X	X	X
Operational capabilities of the contracted OSRO's to respond small, medium, and large discharges	X	X	X
Responsibilities and authority of the Qualified Individual (QI) as described in the Spill Response Plan and Company response organization	X	X	X
<p>The organization structure that will be used to manage the response actions including:</p> <ul style="list-style-type: none"> <li>• Command and control</li> <li>• Public information</li> <li>• Safety</li> <li>• Liaison with government agencies</li> <li>• Spill response operations</li> <li>• Planning</li> <li>• Logistics support</li> <li>• Finance</li> </ul>	X	X	X

The responsibilities and duties of each Incident Management Team (IMT) within the organization structure	X	X	
The drill and exercise program to meet federal and state regulations as required under Oil Pollution Act of 1990 (OPA 90)	X	X	X
The role of the QI in the post discharge review of the Plan to evaluate and validate its effectiveness	X		

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

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	INCIDENT MANAGEMENT TEAM (IMT)	PIPELINE PERSONNEL
The Area Contingency Plan (ACP) for the area in which the facility is located	X	X	X
The National Contingency Plan (NCP)	X	X	X
Roles and responsibilities of federal and state agencies in pollution response	X	X	X
Available response resources identified in the Plan	X	X	
Contracting and ordering procedures to acquire OSRO resources identified in the Plan	X	X	
OSHA requirements for worker health and safety (29 CFR 1910.120)	X	X	X
Incident Command System/Unified Command System	X	X	
Public affairs	X	X	
Crisis management	X	X	
Procedures for obtaining approval for dispersant use or in-situ burning of the spill	X		
Oil spill trajectory analyses	X		
Sensitive biological areas	X	X	
This training procedure as described in the Plan for members of the IMT		X	
Procedures for the post discharge review of the plan to evaluate and validate its effectiveness		X	
Basic information on spill operations and oil spill clean-up technology including: <ul style="list-style-type: none"> <li>• Oil containment</li> <li>• Oil recovery methods and devices</li> <li>• Equipment limitations and uses</li> <li>• Shoreline cleanup and protection</li> </ul>		X	

<ul style="list-style-type: none"> <li>• Spill trajectory analysis</li> <li>• Use of dispersants, in-situ burning, bioremediation</li> <li>• Waste storage and disposal considerations</li> </ul>			
Hazard recognition and evaluation		X	
Site safety and security procedures		X	
Personnel management, as applicable to designated job responsibilities		X	

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

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	INCIDENT MANAGEMENT TEAM (IMT)	PIPELINE PERSONNEL
Procedures for directing the deployment and use of spill response equipment, as applicable to designated job responsibilities		X	X
Specific procedures to shut down effected operations			X
Procedures to follow in the event of discharge, potential discharge, or emergency involving the following equipment or scenarios: <ul style="list-style-type: none"> <li>• Tank overfill</li> <li>• Tank rupture</li> <li>• Piping or pipeline rupture</li> <li>• Piping or pipeline leak, both under pressure or not under pressure, if applicable</li> <li>• Explosion or fire</li> <li>• Equipment failure</li> <li>• Failure of secondary containment system</li> </ul>			X
QI's name and how to contact him or her			X

**FIGURE A.2-3 - PERSONNEL RESPONSE TRAINING LOG**

NAME	RESPONSE TRAINING/DATE AND NUMBER OF HOURS	PREVENTION TRAINING/DATE AND NUMBER OF HOURS
Ron Phillips	6-2012	6-2012

Note: Records are maintained on-site. See VTA, for training history. Refer to **APPENDIX F** for additional information.

**APPENDIX B**  
**CONTRACTOR RESPONSE EQUIPMENT**

Last revised: August 2010

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B.1 Cooperatives and Contractors

B.1.1 OSRO Classification

Figure B.1-1 - Evidence of Contracts

**B.1 COOPERATIVES AND CONTRACTORS**

The Company has contracted with additional Oil Spill Removal Organizations (OSROs) to provide personnel and equipment in the event of a spill. The classification, response capabilities and equipment are described below. Evidence of contracts and equipment lists are included in **FIGURE B.1-1**.

**B.1.1 OSRO Classification**

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

The following is a listing of the USCG classified OSROs within this Zone that may respond to incidents at this Facility in this Plan. For a detailed listing of USCG classified OSROs and other contractors, refer to **FIGURE 3.1-4** and **FIGURE 7.1-1**.

COMPANY / CONTRACTOR	APPLICABLE COPT ZONE (S)	USCG CLASSIFICATIONS								RESPONSE TIME	
			Facilities				Vessels				
			MM	W1	W2	W3	MM	W1	W2	W3	
ES&H/Cenac Environmental Services P.O. Box 9217 Houma LA 70361	Houston	River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	2 hours
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean									
		Offshore									
		Nearshore									
		Great Lakes									
Marine Spill Response Corporation c/o Coastwide Facility Galveston TX 77554	Houston	River/Canal	✓		✓	✓	✓	✓	✓	✓	2 hours
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean	✓		✓	✓	✓	✓		✓	
		Offshore	✓		✓	✓	✓	✓		✓	
		Nearshore	✓		✓	✓	✓	✓	✓	✓	
		Great Lakes									
Oil Mop, LLC 145 Keating Dr Belle Chasse LA 70037	New Orleans	River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	2 hours
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean									
		Offshore									
		Nearshore									

		Great Lakes									
National Response Corporation 11200 Richmond Ave., Suite 400 Houston TX 77082	Houston		Facilities				Vessels				3 hours
			MM	W1	W2	W3	MM	W1	W2	W3	
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean			✓	✓	✓	✓		✓	
		Offshore			✓	✓	✓	✓		✓	
		Nearshore			✓	✓	✓	✓	✓	✓	
		Great Lakes									

COMPANY / CONTRACTOR	APPLICABLE COPT ZONE (S)	USCG CLASSIFICATIONS								RESPONSE TIME	
American Pollution Control, Inc. 5619 Port Road New Iberia LA 70560	Houston		Facilities				Vessels				5 hours
			MM	W1	W2	W3	MM	W1	W2	W3	
		River/Canal					✓				
		Inland					✓				
		Open Ocean									
		Offshore									
		Nearshore									
		Great Lakes									
Clean Channel Association Inc. 3110 Pasadena Fwy Pasadena TX 77503	Houston		Facilities				Vessels				6 hours
			MM	W1	W2	W3	MM	W1	W2	W3	
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean									
		Offshore									
		Nearshore									
		Great Lakes									
Garner Environmental Services 1717 W. 13th Deer Park TX 77536	Houston		Facilities				Vessels				6 hours
			MM	W1	W2	W3	MM	W1	W2	W3	
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean			✓	✓			✓	✓	
		Offshore			✓	✓			✓	✓	
		Nearshore			✓	✓			✓	✓	
		Great Lakes									



# Emergency Response Service Agreement (ERSA)

**Business Unit Name**  
26-676 (APL-12-02)

**Order Number BP OSRO 2003-014**  
**This order number must appear on all invoices**

Date: June 2, 2003

American Pollution Control Corp., (AMPOL)  
5619 Port Road  
New Iberia, LA 70560

Hereinafter referred to as "**CONTRACTOR**"

ATTENTION: Kirk Headley

Atlantic Richfield Company, hereinafter referred to as **COMPANY**, desires to have the "Work" described below performed in a safe manner, free of accidents, and in accordance with the terms and conditions set forth in this agreement. **CONTRACTOR** is to furnish all labor, equipment, and materials required for the Work except such labor, equipment, and materials as may be specifically stated herein as to be furnished by **COMPANY**. All work and materials shall be of the very best quality, first-class in every particular and shall be subject to inspection and acceptance by **COMPANY**. Any inspection and acceptance by **COMPANY** shall not constitute a waiver of any of its rights hereunder.

**Premises/Location:** Various locations designated by COMPANY

**Account Number:** Various **Commodity Code:** \_\_\_\_\_

## 1. DESCRIPTION OF WORK TO BE PERFORMED:

WHEREAS, **COMPANY**'s business involves the manufacture, marketing, handling, transportation, and storage of crude oil, petroleum products, chemicals, and other hazardous materials (hereinafter collectively referred to as "Oil and/or Hazardous Materials") which may result in conditions necessitating emergency response when inadvertently released into the environment, and

WHEREAS, **CONTRACTOR** is engaged in the business of providing emergency response services with respect to releases into the environment of Oil and/or Hazardous Materials.

A. This contract is issued to cover Emergency Response Services as requested by **COMPANY** beginning **June 12, 2003**. Work to be performed hereafter shall be authorized by **COMPANY** either by letter of release or work order or **COMPANY** shall be entitled to request **CONTRACTOR**'s emergency response services upon giving notice by telephone 24 hours per day, seven (7) days per week by calling **800 482 6765**. At such time the **COMPANY** representative making the call shall furnish to **CONTRACTOR** the name and title of the caller, the location of the site needing emergency response services (hereinafter referred to as the "Site"), the Oil and/or Hazardous Materials involved, if known, and

other relevant facts relating to the situation then known to the caller. **COMPANY** may use **CONTRACTOR**'s or any other person's emergency response services for a particular site or geographical area, and nothing herein shall be construed to grant **CONTRACTOR** an exclusive right to perform such services for **COMPANY**.

B. **CONTRACTOR** shall use its best efforts to provide to **COMPANY** upon **COMPANY**'s request emergency response services that may include, but are not limited to, containment, removal, neutralization, decontamination, recovery, cleanup, repackaging, and transportation of Oil and/or Hazardous Materials. **CONTRACTOR** shall use its best efforts to render emergency response services to **COMPANY** locations including, but not limited to, the **COMPANY** facilities described in **Schedule A** to this agreement. **CONTRACTOR** response equipment includes, but is not limited to, that listed in **Schedule B**. **CONTRACTOR** will maintain a daily work sheet identifying, by hour, the personnel and equipment performing work under this contract. This form will be approved by **COMPANY** representative daily, and a copy retained by **COMPANY** representative. Upon completion of the job, or as directed by **COMPANY**, **CONTRACTOR** shall submit an invoice, along with one copy of the daily work sheets to support the charges. **All invoices shall reference the above Order Number and Paykey Number (obtained from COMPANY) as referenced on the respective release. If the invoice is not submitted as required, COMPANY may return the invoice to the sender, payment may be delayed, and COMPANY will not reimburse CONTRACTOR for late fees.**

C. **CONTRACTOR must have on file with COMPANY, CONTRACTOR's Substance Abuse Plan that complies with all the requirements of the Department of Transportation Regulations 49 CFR Parts 40 and 199. CONTRACTOR is responsible for insuring that subcontractor and subcontractor'S employees are in compliance with all the requirements of 49 CFR Parts 40 and 199. COMPANY reserves the right to audit the subcontractor's Substance Abuse Plan.**

D. Since a portion or all of **CONTRACTOR**'s work may involve an emergency response to a hazardous substance release. All employees and subcontractor employees provided by **CONTRACTOR** to respond to such a release, shall have the training required by the OSHA Standard on Hazardous Waste Operations and Emergency Response (29 CFR 1910.120) and such training shall be certified as required by that standard. **CONTRACTOR** shall promptly provide evidence of such training and certification to **COMPANY** upon request, if applicable.

E. Upon receiving a request for emergency response services from **COMPANY**, **CONTRACTOR** shall promptly inform the caller if it has the necessary personnel and equipment available to respond. Promptly upon a request for services, the **COMPANY** facility requesting such services shall verbally designate its authorized representative hereunder. Using its best efforts under the circumstances then existing, including emergency response services being rendered to others, **CONTRACTOR** shall promptly mobilize the necessary personnel and equipment and proceed to the Site as quickly as reasonably possible in an effort to meet any response time(s) as identified by **COMPANY**'s representative.

F. The parties recognize that at the commencement of emergency response services hereunder, the scope thereof may not be well defined. The parties agree that at the commencement of an emergency response services project that their respective representatives shall consult with each other to define the scope of the work to be performed and outline strategies and approaches to such work. If the parties later agree to modify materially the scope of the work or the strategies or approaches thereto, they shall within seven (7) days of such modification sign a written amendment to the purchase order described in Section 1 (G) hereof.

G. **COMPANY** shall promptly issue to **CONTRACTOR** a purchase order and PAYKEY describing the scope of the work to be performed (hereinafter referred to as the "Work") and designating the **COMPANY** and **CONTRACTOR** representatives authorized to act with respect to the Work. In the event of a conflict between the terms of such purchase order and the terms of this Agreement, the terms of this Agreement shall prevail.

## 2. CONTRACTOR'S RESPONSIBILITIES:

All work shall be performed according to the terms and conditions herein.

A. Prior to performing emergency response services, **CONTRACTOR** will conduct a site safety assessment and develop a site safety plan to include atmospheric monitoring and a determination as to the level of Personal Protective Equipment (PPE) to be worn. Furthermore the safety plan, atmospheric testing and use of PPE shall be discussed during the Pre-Entry meeting.

B. **CONTRACTOR** shall provide and be aware of the following requirements

- i. **CONTRACTOR** Benzene Notification
- ii. Hazwoper Notification
- iii. **COMPANY** Pipelines, NA's Fire Resistant Clothing Policy
- iv. Notice of Immigration Reform and Control Act of 1986
- v. **CONTRACTOR** Asbestos Notification
- vi. Material Safety Data Sheets (if applicable)

C. **CONTRACTOR** shall provide appropriately trained, competent, and appropriate supervision, labor, materials, tools, equipment, personal protective equipment, and subcontracted items necessary for the performance and completion of the Work in a safe, healthful, workmanlike, and efficient manner. **CONTRACTOR** recognized that time is of the essence in the performance of the Work and shall proceed with its best efforts under the circumstances then existing.

D. **CONTRACTOR** shall at all times keep the Site free from the accumulation of debris and rubbish that may result from its performance of the Work. At the completion of the Work, **CONTRACTOR** shall promptly remove all of its tools, vehicles, equipment, machinery, surplus materials, debris, and rubbish from and around the Site.

E. **CONTRACTOR** shall take necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal, state, and local safety and health laws, rules, and regulations and while on **COMPANY** response premises, **CONTRACTOR** shall abide by all such **COMPANY** rules provided to it by **COMPANY**. **CONTRACTOR** shall erect and properly maintain as required by the conditions and progress of the Work, necessary safeguards for the protection of its employees. **CONTRACTOR** shall require all subcontractors hired or supervised by it to implement such precautions and safeguards and to comply with all such laws, rules, and regulations.

F. **CONTRACTOR** shall keep full and detailed records concerning personnel, labor, materials, tools, equipment, and subcontractors provided by it under this Agreement and all testing, sampling, and analytical services performed. All such records may be audited by **COMPANY** upon request and shall be available for inspection on 24-hour notice for a period of three (3) years after the Work has been completed or longer where required by law.

G. If **CONTRACTOR** removes Oil and/or Hazardous Materials or waste from the Site for disposal, recycling, or other disposition, **CONTRACTOR** shall prepare for **COMPANY**'s signature manifests or shipping papers in coordination with **COMPANY** and shall obtain **COMPANY**'s prior written approval of any treatment, storage, disposal, or recycling facility to which such Oil and/or hazardous Materials and/or wastes are to be sent.

H. If requested by **COMPANY**, **CONTRACTOR** shall act for **COMPANY** and assist **COMPANY** in obtaining the proper and necessary permits for the Work. All required environmental clean-up permits and manifests should be issued in **COMPANY**'s name.

I. If requested by **COMPANY**, **CONTRACTOR** will participate in emergency spill drills.

### 3. COMPANY RESPONSIBILITIES:

A. If requested by **CONTRACTOR**, **COMPANY** shall furnish to **CONTRACTOR** information on the Site to the extent known and available to **COMPANY** concerning physical characteristics, soil reports, subsurface investigations, utility and easement locations, and other similar reports or documents reasonably needed by **CONTRACTOR** to perform the Work. Where necessary **COMPANY** shall furnish information on any body of water or shoreline affected, including charts and maps.

B. **COMPANY** will provide to **CONTRACTOR**, (or arrange to have provided to the **CONTRACTOR** where **COMPANY** does not own or operate the Site) its employees, and subcontractors access to the Site. If available, **COMPANY** may provide the following services at the site for **CONTRACTOR**'s use upon terms and conditions mutually agreed upon as evidenced by **COMPANY**'S purchase order: electrical power, potable water, telephones, storage for equipment, and access to the Site for vehicles and equipment.

### 4. PRICE AND TERMS OF PAYMENT:

A. **COMPANY** shall pay **CONTRACTOR** for the Work on a time and materials basis in accordance with the negotiated rates in **Schedule C**, which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items to **Schedule C**. Such additions shall be made by mutual written agreement.

B. Invoices for all work shall be issued monthly to the **COMPANY** facility that issued the purchase order under Section 1 (E) and shall include:

- (i) **COMPANY**'s purchase order number,
- (ii) **COMPANY**'s Paykey number,
- (iii) Copies of applicable subcontractors' requisitions,

- (iv) Description of personnel provided, their job titles, hours worked, and hourly rate,
- (v) Description of materials, equipment, and tools provided, the time they were used in the Work, and the rate therefor, and
- (vi) Other supporting details reasonably requested by **COMPANY**.

C. **COMPANY** shall pay all **CONTRACTOR**'s invoices within thirty (30) days of receipt thereof; provided, however, that if any such invoice does not include the information described in Section 4 (B), **COMPANY** shall promptly notify **CONTRACTOR** thereof, and **CONTRACTOR** shall promptly furnish said information. **COMPANY** shall then pay such invoice within thirty (30) days of receipt of such information.

D. Notwithstanding the foregoing, if **COMPANY** identifies an error, discrepancy, or dispute in any invoice, it shall promptly notify **CONTRACTOR** thereof. The parties will then endeavor to resolve any such error, discrepancy, or dispute promptly. If no resolution is made within this time frame, **COMPANY** may delete the disputed amount from the total invoice amount and pay the balance. The parties will then attempt to resolve the disputed amount with reasonable promptness.

E. **COMPANY** may, upon its request, audit any and all records of **CONTRACTOR** and any subcontractor relating to work performed and/or materials and/or services provided hereunder; provided, however, **CONTRACTOR** and subcontractor shall have the right to exclude any trade secrets, formulas, or work processes from such inspection. **CONTRACTOR** further agrees to maintain its books and records relating to work performed hereunder for a period of three (3) years from the date such work was completed or such materials and/or services were provided and to make such books and records available to **COMPANY** at any time or times within the three-year period.

F. Equipment rental charges shall be per the attached negotiated rates in **Schedule C** which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items or alter **Schedule C**. Such additions and alterations shall be made by mutual written agreement, or the revised rates shall be considered invalid and previous rates shall govern.

## 5. CONTRACTOR'S MINIMUM INSURANCE REQUIREMENTS:

**CONTRACTOR** shall maintain such minimum insurance, as indicated herein and shall contact Company should any of the listed insurances be cancelled or renewed. Furthermore **COMPANY** reserves the right to verify such insurance at any time during the term of this Agreement:

- A. Workman's Compensation and Employer's Liability Insurance which shall fully comply with the laws of the State where applicable, and any other applicable jurisdiction, and such policy shall contain the following endorsements covering:

1. United States Longshoreman's and Harbor Workers Compensation Act and as extended to Outer Continental Shelf Operations, if applicable to the Work to be performed herein by **CONTRACTOR**; and
  2. Endorsement covering Employer's Liability for Maritime operations with minimum limits of liability of \$3,000,000 for death or injury to each person per occurrence, if applicable to the Work to be performed herein by **CONTRACTOR**.
- B. Comprehensive General Liability Insurance with Contractual Coverage, properly endorsed, with limits of \$3,000,000 per person for deaths or injuries arising out of one accident; and Property Damage Insurance in an amount of \$5,000,000 aggregate for each accident, including environmental liability coverage, and, further, to cover marine operations, if applicable, including wreck removal.
- C. Automobile Liability Insurance with limits of \$3,000,000 per person for injuries or deaths arising out of one accident; and \$500,000 Property Damage arising out of one accident.
- D. Vessels Liability and Aircraft Liability, if applicable: All vessels owned, chartered, or operated by **CONTRACTOR** shall be covered with P&I Insurance and Hull Insurance, including wreck removal coverage. The Hull Insurance shall have limits not less than the full replacement value of the vessel. The P&I policy shall have limits equal to the replacement value of the vessel, or \$5,000,000, whichever is greater.
- E. Excess Liability Insurance above said Employer's Liability, Comprehensive General Liability, and Automobile Liability with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence.
- . All of the above listed insurance policies shall be endorsed as follows:

"To eliminate controversies, expense and inconvenience, it is agreed that the underwriters, insurers, and insurance carriers, of **CONTRACTOR** shall not have any right of subrogation (equitable or by assignment, expressed or implied, loan receipt or otherwise) against **COMPANY**, or its insurers, and the right of subrogation is expressly waived."

Also, under items (B), (C), (D) and (E) above, **COMPANY** shall be named as additional insureds. **CONTRACTOR**'s insurance requirements shall be primary to any **COMPANY** insurance or self- retention.

## 6. GENERAL CONDITIONS:

This document together with any exhibits, specifications or drawings referred to herein shall constitute the entire Contract between the parties. **COMPANY** objects to and shall not be bound by any past or future terms and conditions or course of conduct not set forth herein, unless set forth in writing and signed by authorized representatives of **COMPANY** and **CONTRACTOR**. Any additional or inconsistent terms not so agreed by **COMPANY** and **CONTRACTOR** in writing shall be null and void. Acceptance of any purchase order, confirmation order, work order, invoice or other form shall not modify the terms of this Contract. No claims for changes or extras will be permitted for work or materials and no change in price shall be allowed unless approved in writing by **COMPANY** and **CONTRACTOR** in advance.

## **7. LIABILITY, INDEMNITY AND DAMAGES:**

### **7.1 Preexisting Conditions**

**COMPANY acknowledges that CONTRACTOR has neither created nor contributed to the creation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at the Site prior to the date on which the performance of the Services is commenced hereunder (collectively, "Preexisting Conditions"). Accordingly, COMPANY shall defend, protect, indemnify and hold CONTRACTOR, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising from or relating to Preexisting Conditions. COMPANY shall not be required to indemnify CONTRACTOR pursuant to this section for any liability resulting from CONTRACTOR's sole negligence or willful misconduct. CONTRACTOR shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant**

### **7.2 Other Liabilities**

**Except as expressly provided in Section 7.1 with respect to liability for Preexisting Conditions, CONTRACTOR shall defend, protect, indemnify and hold COMPANY, its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from the Services performed hereunder by CONTRACTOR or its employees, agents or subcontractors. CONTRACTOR shall not be required to indemnify COMPANY pursuant to this section for any liability resulting from COMPANY'S sole negligence or willful misconduct. CONTRACTOR's indemnity shall not be limited by the amount of insurance required in Article 5 (Minimum Insurance Requirement) herein. COMPANY shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.**

### **7.3 Failure to Comply with Laws**

**CONTRACTOR shall defend (with counsel approved by COMPANY), protect, indemnify and hold COMPANY, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from CONTRACTOR's failure to comply with any and all laws, ordinances, rules, regulations and orders, including those laws set forth in Article 15 (Compliance with Laws).**

### **7.4 Patent, Copyright and Trade Secret Indemnification**

**CONTRACTOR, and to the extent applicable, its subcontractors and suppliers shall protect, defend, indemnify and hold harmless COMPANY, and its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees against loss or damage arising out of any claim or suit for misappropriation of trade secret or for patent, copyright, or other proprietary right infringement arising out of, incident to, or in connection with (i) delivery of goods or performance of Services by CONTRACTOR, (ii) COMPANY'S possession, use, or sale of goods, equipment, or materials furnished by CONTRACTOR, or (iii) COMPANY'S production of copyrighted works incorporating or prepared according to documents or**

other tangible materials supplied by CONTRACTOR and COMPANY's possession, modification, use, sale, distribution, copying or licensing of such documents, materials or works, or (iv) COMPANY's manufacture, use or sale of goods, equipment or materials based on designs or methods contained in documents or other tangible materials supplied by CONTRACTOR. COMPANY shall promptly notify CONTRACTOR of any such claim or suit and afford CONTRACTOR an opportunity at CONTRACTOR's expense to undertake the defense of any such suit, provided that, at COMPANY'S election, COMPANY may join in such defense at its expense. If CONTRACTOR refuses or fails to defend such suit, CONTRACTOR shall reimburse COMPANY in full for COMPANY'S costs and expenses in the defense of such suit including attorneys' fees. CONTRACTOR shall pay promptly any judgments or decrees which may be entered against COMPANY in such suit, and in event of the grant of injunctive relief, CONTRACTOR shall provide non-violating information, goods, equipment, and/or material equal in value and efficiency and failing so to do, shall pay COMPANY all damages suffered by reason of such failure.

#### **8. PAYMENT OF BILLS AND LIENS:**

CONTRACTOR shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of this Contract. Before CONTRACTOR shall be entitled to receive payment, CONTRACTOR shall furnish evidence satisfactory to COMPANY of the full payment of any such indebtedness. If any lien shall attach to premises/location of COMPANY as a result of the Work performed, CONTRACTOR shall promptly procure its release and hold COMPANY harmless from all loss, cost, damage, or expense incidental thereto.

CONTRACTOR hereby authorizes COMPANY to pay any such liens from any payments due CONTRACTOR. To the extent permitted by law, CONTRACTOR waives and hereby releases COMPANY and the premises/location of COMPANY from any and all liens accrued or accruing to it whatsoever and authorizes COMPANY to withhold payments due CONTRACTOR for the applicable statutory period to pay any liens arising from the Work for which CONTRACTOR has failed to provide evidence satisfactory to COMPANY of full payment of such indebtedness.

#### **9. TAXES:**

CONTRACTOR shall accept sole liability for, and pay, all taxes, assessments, excises, impositions, licenses and fees (including interest or penalties, if any) levied, assessed, or imposed upon or on account of the execution of the work under this Contract or its receipts therefrom or on the materials therefor or on the manufacture, storage, sale, receipts from sale, use, transportation, inspection, or delivery of the materials therefor under any federal, state or local law or laws. When required to do so by law, COMPANY shall have the right to withhold state taxes, and pay such taxes to the state, or to delay payment, up to the amount of the tax.

CONTRACTOR hereby accepts exclusive liability for withholding requirements, payroll taxes, Unemployment Taxes, Federal insurance Contributions Act Taxes and all state taxes relating to unemployment compensation laws as well as all interest and penalties provided for in such laws, or in any similar laws which may hereafter be enacted, with respect to the wages and salaries paid to CONTRACTOR's employees for services rendered in connection with this Contract.

**10. PATENTS:**

**CONTRACTOR** AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS **COMPANY** FROM AND AGAINST ALL CLAIMS, SUITS, JUDGMENTS, COURT COSTS, ATTORNEY'S FEES, AND OTHER LIABILITIES, DEMANDS, OR LOSSES IN ANY MANNER ARISING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT BECAUSE OF THE PERFORMANCE OF ANY WORK BY **CONTRACTOR** HEREUNDER, OR BECAUSE OF THE POSSESSION, USE, OR SALE OF ANY STRUCTURE, APPARATUS, MATERIAL, OR OTHER THING FURNISHED BY **CONTRACTOR** HEREUNDER, PROVIDED THAT **CONTRACTOR** SHALL BE NOTIFIED PROMPTLY OF THE BRINGING OF ANY SUCH SUITS.

**11. AUDIT:**

Except for lump-sum contracts, **COMPANY** may, upon request, audit any and all records of **CONTRACTOR** and any of its subcontractors relating to Work performed hereunder; provided, however, **CONTRACTOR** and subcontractor shall have the right to exclude any trade secrets, formulas, or processes from such inspection. **CONTRACTOR** further agrees to maintain its books and records and to cause its subcontractors to maintain their books and records relating to Work performed hereunder for a period of three (3) years from the date such Work was completed and to make such books and records available to **COMPANY** at any time or times within the two-year period.

**12. ASSIGNMENT AND SUBCONTRACTORS:**

**CONTRACTOR** shall not enter into any subcontracts with respect to the Work nor enter into any contracts on behalf of **COMPANY** without **COMPANY**'s prior consent. **CONTRACTOR** shall not make any representations on behalf of **COMPANY** with respect to the Work and shall refer all inquiries from the media or governmental authorities with respect to the Work to **COMPANY**'s designated representative.

**13. DISPUTES:**

This Contract shall be construed in accordance with the laws of the United States and the state where **COMPANY**'s property is located and where the Work is to be performed, without regard to such state's conflicts of law rule. **CONTRACTOR** and **COMPANY** agree that all litigation between the parties arising out of this Contract shall be tried in such state. The parties further agree that before any such litigation is filed, a good faith effort shall be made to resolve any such disputes by authorized officers or representatives of the parties on a without prejudice basis.

**14. CONFLICT OF INTEREST:**

**CONTRACTOR** warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value in connection with this Contract and acknowledges that the giving or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of **COMPANY**'s corporate policy and may result in the cancellation of this and all future contracts. **CONTRACTOR** shall notify **COMPANY**'s security department of any such solicitation by any of **COMPANY**'s employees or agents.

## 15. COMPLIANCE WITH LAWS:

All merchandise furnished and/or work performed under this Contract shall be furnished or performed in full and complete compliance with all applicable federal, state, and local laws and regulations including without limitation the Federal Clean Air Act, Clean Water Act, Toxic Substances Control Act, Safe Drinking Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Fair Labor Standards Act and the standards set forth in NFPA 471 and all applicable federal, state, and local equal employment laws and regulations. **CONTRACTOR** agrees that the clauses identified below are herein incorporated by reference to the extent they are required by law to be so incorporated:

(1) Applicable regulations found in 41 CFR Chapter 60 issued pursuant to Executive Order 11246 (Equal Employment Opportunity), Vietnam Era Veterans Readjustment Assistance Act of 1972, Rehabilitation Act of 1973; (2) Section 1-1310-2 of the Federal Procurement Regulations relating to Minority Business Enterprises; (3) 40 CFR Part 15, requiring compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; and (4) any other applicable federal regulation adopted pursuant to applicable laws.

## 16. SAFETY PROVISIONS:

It is the essence of this Contract that all work to be performed by **CONTRACTOR** shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, **CONTRACTOR** shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the work to be performed hereunder, which rules and procedures as a minimum shall be the equivalent of or exceed applicable **COMPANY** safety and health rules, a copy of which **CONTRACTOR** acknowledges it has previously received. All work performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970, as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by **COMPANY** to **CONTRACTOR** for the benefit of **CONTRACTOR**'s employees or those of its subcontractors shall be at the sole risk and liability of **CONTRACTOR** to make sure that such equipment is fit for the use intended and is in proper working order. **CONTRACTOR AGREES TO INDEMNIFY (INCLUDING ATTORNEYS' FEES), DEFEND, AND SAVE HARMLESS COMPANY FROM ANY AND ALL CLAIMS OF CONTRACTOR, SUBCONTRACTORS, AND THEIR EMPLOYEES ARISING OUT OF THE USE OF ANY EQUIPMENT FURNISHED BY COMPANY OR ADVICE GIVEN BY COMPANY RELATING TO SUCH EQUIPMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IT BEING UNDERSTOOD THAT COMPANY SHALL NOT BE LIABLE UNDER LAW, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.** **CONTRACTOR** shall maintain a drug and alcohol free workforce at all times while on **COMPANY**'s premises/location, and shall for itself and its subcontractors as a minimum comply with **COMPANY**'s **CONTRACTOR** Substance Abuse Policy which is incorporated by reference. Upon **COMPANY** request, **CONTRACTOR** shall provide **COMPANY** with a copy of all accident reports prepared by or submitted to **CONTRACTOR**, including all OSHA illness and injury reports. **CONTRACTOR** agrees to fully cooperate with **COMPANY** regarding the investigation of any injuries, deaths, property damage or any possible safety violation related in any way to work performed under this Agreement.

**17. TERM AND TERMINATION:**

**A.** The term of this Agreement shall begin on the date set forth above and, unless terminated in accordance with the provisions set forth herein, shall continue for a period of one (1) year. Upon expiration of the initial term of this Agreement or any subsequent renewal period, this Agreement shall be automatically renewed for an additional one (1) year period unless terminated by either party by giving written notice to the other at least thirty (30) days prior to the end of the initial term or such subsequent renewal period.

**B.** Without limitation or waiver of any of **COMPANY's** rights elsewhere set forth in this Contract, **COMPANY** reserves the right, with or without cause, to stop the Work of **CONTRACTOR** and/or its subcontractors at any time and in addition thereto to immediately terminate this Contract without liability, except to pay, pro rata, for Work already performed, without any extra costs to **COMPANY** for dismantling or removal charges or to cancel this Contract in its entirety prior to the commencement of any Work hereunder without liability except for any actual expenses incurred in preparation specifically for work under this Contract.

**C.** Either party hereto may terminate this Agreement upon the occurrence of any material breach, including any breach of obligations in Section 2, by the other party by giving written notice of such breach to the breaching party. This Agreement will terminate ten (10) calendar days after receipt of such notice unless the breaching party has cured such breach within such ten (10) calendar day period and promptly notifies the non-breaching party thereof. Upon any termination, **COMPANY** shall compensate **CONTRACTOR** for all Work performed in accordance with this Agreement prior to termination. All obligations arising prior to termination and all rights and obligations of the parties pursuant to Sections 7 and 21 shall survive any termination of this Agreement.

**18. FORCE MAJEURE:**

Neither party shall be liable for delays caused by unforeseen conditions beyond such party's reasonable control, including strikes, provided notice thereof is given to the other party as soon as practicable but no later than 48 hours after the start of the event causing the delay. All such conditions preventing performance shall be remedied as soon as possible, except that the settlement of strikes shall be at the discretion of the party so affected. **COMPANY** reserves the right to terminate this Contract should such delays, in **COMPANY's** sole judgment adversely affect **COMPANY**, time being of the essence to this Contract. Nothing contained in this paragraph shall excuse or delay the payment of any money obligation.

**19. NOTICE:**

All notices hereunder shall be deemed given if delivered in writing personally or sent by certified mail, electronic transmission, telephone facsimile or telex to **COMPANY** or to **CONTRACTOR** at the address set forth in this Contract. Any notice given by certified mail shall be deemed given at the time such notice is deposited in the U.S. mail.

**20. NON-WAIVER:**

Waiver of any breach or failure to enforce any of the terms or conditions of this Contract at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Contract. Course of conduct or failure to enforce shall not constitute a waiver of any written provisions of this contract.

**21. CONFIDENTIALITY:**

A. This Contract, the work to be performed, drawings, designs, specifications and price shall be deemed confidential and shall not be revealed by **CONTRACTOR** to any third party not necessary for the completion of the work unless permission is first obtained in writing from **COMPANY**. **COMPANY** shall own all rights title and interest in and to all drawings, specifications, reports, information, data and other work products furnished to **COMPANY** herein by **CONTRACTOR** ("Work Product") and all copyrights in the Work Product which shall be considered as works made for hire.

B. In connection with the Work, **CONTRACTOR** may receive confidential, proprietary information used in **COMPANY**'s operations. **CONTRACTOR** agrees to maintain in confidence all such information received directly or indirectly from **COMPANY**, not to disclose such information to any third party without **COMPANY**'s prior written consent, and to use such information only for performance of the Work as required under this Agreement. **CONTRACTOR** shall restrict access to such information to those of its employees and subcontractors who have a reasonable need for such information in carrying out their respective duties on behalf of **CONTRACTOR** pursuant to this Agreement and who have agreed in writing to maintain such information in confidence.

C. **CONTRACTOR** may not make copies of any such confidential or proprietary information without **COMPANY**'s prior consent and shall return all confidential proprietary information, reports, drawings, plans and other documents, including all copies thereof to **COMPANY** upon request.

**22. SEVERABILITY:**

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

**23. WARRANTY:**

A. **CONTRACTOR** shall diligently and carefully perform all Work required, in a good and workmanlike manner, and if permitted to subcontract, shall be fully responsible for all Work and services performed and materials provided by subcontractors. **COMPANY** reserves the right to approve or reject any subcontractor. **CONTRACTOR** shall assume all duties under this Contract as an independent **CONTRACTOR**, and shall not be deemed for any purpose to be an agent, servant or representative of **COMPANY**. **COMPANY** shall have no direct control of **CONTRACTOR**, its agents or subcontractors in the performance of the Work. Nothing contained herein shall be construed to be inconsistent with such independent **CONTRACTOR** relationship.

B. **CONTRACTOR** warrants and represents that it has the necessary equipment and the necessary trained, experienced, and skilled personnel to respond to perform the Work in a good and workmanlike manner consistent with the highest standards of performance in the hazardous materials emergency response business and that all Work will be performed using personnel, subcontractors, tools, materials and equipment qualified and suitable to do the Work. Details of equipment capabilities and personnel are set out in Schedule B to this agreement.

C. **CONTRACTOR** warrants and represents that it will use its best efforts under the circumstances then existing including emergency response services being rendered to others to meet response times as identified by **COMPANY**'s representative at the time of request for service. Provide, however, that **CONTRACTOR** shall not be liable or responsible in any manner whatsoever for any loss, cost, damage, expense, penalty or liability of **COMPANY** for any nature whatsoever as a result of **CONTRACTOR**'s failure to meet such response times.

D. **CONTRACTOR** warrants and represents that it will use its best professional judgment and use its best level of effort consistent with professional standards in performing the Work and shall use its best efforts in meeting **COMPANY**'s stated objectives at the Site.

E. **CONTRACTOR** warrants and represents that it shall perform the Work in accordance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the following as appropriate:

- (i) The Oil Pollution Act of 1990 and regulations and applicable guidelines promulgated thereunder,
- (ii) The National and Area Contingency Plans,
- (iii) The hazardous waste requirements under the Resource Conservation and Recovery Act concerning the generation, transportation and disposal of hazardous waste,
- (iv) The Occupational Safety and Health Administration standards with respect to oil and hazardous waste operations and emergency response, and
- (v) The Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act and regulations promulgated thereunder.

E. **CONTRACTOR** warrants and represents that while performing Work on **COMPANY**'s premises, it will comply with **COMPANY**'s rules provided to it in the performance of the Work with respect to health, safety, environment and security.

F. **CONTRACTOR** warrants and represents that it shall immediately notify **COMPANY** of the following:

- (i) All government request or demands to conduct an inspection at the Site,
- (ii) All notices of violation of any law, regulation, permit, or license related to the Work,
- (iii) Proceedings that are or have been commenced which could lead or have lead to revocation of permits or licenses which relate to the Work, and
- (iv) Equipment, materials, tools, practices, or procedures used in the Work that are not in compliance with applicable laws, regulations, ordinances, permits, or licenses.

**24. COMPANY AS EMPLOYER UNDER LOUISIANA LAW:**

When Louisiana law is the law governing this Agreement, **COMPANY** shall be recognized as the statutory employer of employees of **CONTRACTOR** and its subcontractors, if any, while such employees are providing services to **COMPANY** under this Agreement. 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 and LA. Rev. Stat. 23:1061, and is not intended to create an employee/employer relationship for any other purpose.

**25. Survivorship:**

The following provisions of this Agreement shall survive its termination 2, 3, 4, 7, 8, 9, 10, 12, 13, 14, 15, 20, 22.

**26. MINORITY SUPPLIER/SUBCONTRACTOR ENTERPRISES:**

It is **COMPANY's** policy that minority owned business enterprises should have the maximum opportunity to participate in the performance of its Agreements. **CONTRACTOR** shall use its best efforts to further this policy by awarding subcontracts to minority owned business enterprises or by using such enterprises to provide goods and work incidental to this Agreement. Upon request, **COMPANY** can assist **CONTRACTOR** in developing a, minority supplier/subcontractor program and in identifying qualified minority owned businesses. **CONTRACTOR** shall furnish appropriate information about its minority supplier/subcontractor program upon request of **COMPANY**, including the identities of such enterprises and amounts involved.

**27. Instructions to CONTRACTOR:**

**CONTRACTOR** agrees to perform the Work described above under the terms and conditions set forth in this agreement. **CONTRACTOR** shall sign the original Contract in the space provided in the left hand corner below and return original to the **COMPANY**. **IN THE EVENT CONTRACTOR COMMENCES ANY WORK PRIOR TO SIGNING THIS CONTRACT, CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

**Please return to:**

Attn: Contract Administrator  
801 Warrenville Road 7<sup>th</sup>. Floor  
Lisle, Illinois 60532

**Mail all invoices to:**

**VARIOUS, TO BE DETEREMED BY THE FACILITY OR LOCATION REQUIRING SERVICES**

In Witness Whereof, the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

**AMERICAN POLLUTION CONTROL, INC**

**ATLANTIC RICHFIELD COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: Kirk, Headley

Print Name: Anne H. Eames

Title: President

Title: US Logistics and Pipeline Procurement Manager

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

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



**SCHEDULE A**  
**COMPANY FACILITIES**

**SCHEDULE A**  
**BP EMERGENCY RESPONSE LOCATIONS**

CITY	STATE	TYPE
Birmingham	AL	TERMINAL
Mobile (MARINE)	AL	TERMINAL
Montgomery	AL	TERMINAL
Phoenix	AZ	TERMINAL
Carson Crude	CA	TERMINAL
Carson Crude	CA	TERMINAL
Colton	CA	TERMINAL
Long Beach (East Hynes)	CA	TERMINAL
Pipeline Oil Movement	CA	TERMINAL
Richmond (MARINE)	CA	TERMINAL
Sacramento	CA	TERMINAL
San Jose	CA	TERMINAL
Stockton	CA	TERMINAL
Vinvale	CA	TERMINAL
Denver	CO	TERMINAL
Jacksonville (MARINE)	FL	TERMINAL
Orlando	FL	TERMINAL
Port Everg.(MARINE)	FL	TERMINAL
Tampa (MARINE)	FL	TERMINAL
Albany	GA	TERMINAL
Americus	GA	TERMINAL
Athens	GA	TERMINAL
Atlanta	GA	TERMINAL
Bainbridge	GA	TERMINAL
Doravill I	GA	TERMINAL
Doravill II	GA	TERMINAL
Griffin	GA	TERMINAL
Macon	GA	TERMINAL
North Augusta	GA	TERMINAL
Rome	GA	TERMINAL
S. E. Terminal Company	GA	TERMINAL
San Diego	GA	TERMINAL
Bettendorf	IA	TERMINAL
Cedar Rapids	IA	TERMINAL
Council Bluffs	IA	TERMINAL
Des Moines	IA	TERMINAL
Dubugue	IA	TERMINAL
Ottumwa	IA	TERMINAL
Chicago (MARINE)	IL	TERMINAL
O Hare	IL	TERMINAL
Rochelle	IL	TERMINAL
Wood River (MARINE)	IL	TERMINAL

Indianapolis	IN	TERMINAL
Lafayette	IN	TERMINAL
South Bend	IN	TERMINAL
Whiting	IN	TERMINAL
Louisville (MARINE)	KY	TERMINAL
Curtis Bay (MARINE)	MD	TERMINAL
Cheboygan (MARINE)	MI	TERMINAL
Dearborn	MI	TERMINAL
Jackson	MI	TERMINAL
River Rouge	MI	TERMINAL
Spring Valley	MN	TERMINAL
Twin Cities	MN	TERMINAL
Sugar Creek	MO	TERMINAL
Collins	MS	TERMINAL
Meridian	MS	TERMINAL
Charlotte	NC	TERMINAL
Greensboro	NC	TERMINAL
Selma	NC	TERMINAL
Carteret (MARINE)	NJ	TERMINAL
Las Vegas	NV	TERMINAL
Brooklyn (MARINE)	NY	TERMINAL
Lawrence	NY	TERMINAL
Canton	OH	TERMINAL
Cincinnati (NON MARINE USCG REG.)	OH	TERMINAL
Cleveland	OH	TERMINAL
Columbus	OH	TERMINAL
Dayton	OH	TERMINAL
Lorain	OH	TERMINAL
Niles	OH	TERMINAL
Sciotoville (MARINE)	OH	TERMINAL
Tiffin	OH	TERMINAL
Toledo	OH	TERMINAL
Portland (MARINE)	OR	TERMINAL
Coraopolis	PA	TERMINAL
Greensboro	PA	TERMINAL
Philadelphia	PA	TERMINAL
Belton	SC	TERMINAL
Spartanburg	SC	TERMINAL
Knoxville	TN	TERMINAL
Lookout Mtn.	TN	TERMINAL
Memphis	TN	TERMINAL
Nashville	TN	TERMINAL
Fairfax	VA	TERMINAL
Richmond	VA	TERMINAL
Roanoke	VA	TERMINAL
Seattle (MARINE)	WA	TERMINAL
Milwaukee	WI	TERMINAL



**SCHEDULE B**

**CONTRACTOR'S EQUIPMENT LIST BY CONTRACTOR LOCATION**

**SCHEDULE C**

**CONTRACTOR'S LABOR MATERIAL AND EQUIPMENT RATES**

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**27. Instructions to CONTRACTOR:**

CONTRACTOR agrees to perform the Work described above under the terms and conditions set forth in this agreement. CONTRACTOR shall sign the original Contract in the space provided in the left hand corner below and return original to the COMPANY. **IN THE EVENT CONTRACTOR COMMENCES ANY WORK PRIOR TO SIGNING THIS CONTRACT, CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

**Please return to:**

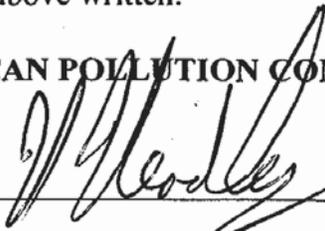
Attn: Contract Administrator  
801 Warrenville Road 7<sup>th</sup>. Floor  
Lisle, Illinois 60532

**Mail all invoices to:**

**VARIOUS, TO BE DETEREMED BY THE FACILITY OR LOCATION REQUIRING SERVICES**

In Witness Whereof, the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

AMERICAN POLLUTION CONTROL, INC

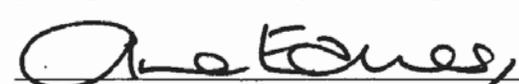
By: 

Print name: Kirk, Headley

Title: President

Date: 6/4/03

ATLANTIC RICHFIELD COMPANY

By: 

Print Name: Anne H. Eames

Title: US Logistics and Pipeline Procurement Manager

Date: 3rd June 2003

**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is made as of the 1 day of NOV, 2006 by and between the undersigned Member (the "Member") and Clean Channel Association, Inc., a Texas nonprofit, non-stock Corporation (the "Corporation" or "CCA"), (collectively referred to as "the parties")

**RECITALS**

A. The Corporation or its Members own, maintain and operate certain Vessels and Equipment for the purpose of the Cleanup of Liquid Spills in the Coverage area;

B. The Member is a Member of the Corporation (individually a "Member" and sometimes collectively referred to as the "Members") and as a Member of the Corporation is entitled and obligated to enter into this agreement;

C. The Member desires to contract with the Corporation to provide standby availability of, and the actual provision of, Cleanup for Liquid Spills on the terms and conditions set forth in the Bylaws and herein;

D. CCA has established a level of "Membership Equipment" for each class of Members that defines what each Member will be required to commit in the event of a CCA Response.

**AGREEMENTS**

In consideration of the mutual promises and covenants set forth in this agreement, the parties hereto hereby agree as follows:

**ARTICLE I****Definitions**

As used in this agreement, the following terms shall have the following respective meanings. Any term not otherwise capitalized and defined herein shall have the meaning assigned to it by the Bylaws of the Corporation, as such Bylaws may be amended from time to time.

"Bylaws" shall mean the Bylaws of the Corporation as in effect from time to time.

"Cleanup" shall mean containment of a Liquid Spill on open water plus skimming recovery services attendant to containment.

"Contingency Plan" shall mean the Members' emergency response plan, discharge prevention and response plan, spill prevention counter measure and control plan and other similar documents or, when required, the Contingency Plan approved by any Federal or State agency.

"Direct Costs" shall mean the rental rates for the Equipment adopted by the Corporation from time to time and all identifiable direct operating expenditures involved in any particular Liquid Spill Cleanup activity, including but not limited to, costs for Equipment not owned by the Corporation, materials and personnel used, additional insurance premiums and repairs and maintenance required as a result of the Cleanup activity. The cost of the Equipment (i.e., Vessels and Equipment owned or leased on a regular basis by the Corporation) shall be included in Indirect Costs and shall not be included in Direct Costs.

"Equipment" shall mean the Vessels (including their crews) and equipment owned, leased or otherwise used for the purpose of a Cleanup.

"Indirect Costs" shall mean all indirect expenditures incurred by the Corporation including, but not limited to, office overhead and an allowance for amortization or cost recovery of equipment owned by the Corporation.

"Percentage Interest" shall mean a percentage which is equal to the Member's Membership Interest in the Corporation (i.e., the pro rata percentage voting rights, service fee and capital contribution or dues obligation and ownership interest of the Member in the Corporation) as determined pursuant to the Bylaws. The Percentage Interest shall remain the same as and change consistent with the Member's Membership Interest as it may be adjusted from time to time pursuant to the Bylaws.

## ARTICLE II

### Term

2.1 Term. The term of this agreement shall begin on the effective date hereof provided CCA has signed this agreement and has adopted a response plan and end on \_\_\_\_\_, 19\_\_\_\_, thereafter, the term shall be renewed automatically, without notice, for successive one-year terms beginning on each January 1 and ending on each December 31, unless earlier terminated pursuant to Sections 2.2 and 2.3.

**2.2 Termination Upon Termination of Membership.** This agreement shall terminate, without notice, automatically and concurrently upon the effective date the Member ceases to be a Member of the Corporation as provided in the Bylaws of CCA (the "termination date"). Within thirty (30) days of the termination date, the Member shall pay to the Corporation those amounts specified in paragraph 3.6 Obligations on Termination of the Bylaws of CCA.

**2.3 Termination Upon Dissolution of the Corporation.** This agreement shall terminate without notice, automatically and concurrently upon dissolution of the Corporation.

### ARTICLE III

#### Services

**3.1 General.** The Corporation shall provide the services to the Member within the Coverage area. The services include, but are not limited to, Equipment, supplies and personnel available for Cleanup of Liquid Spills. The services shall also be available on a standby basis for a significant risk of a Liquid Spill and shall include actual Cleanup of a Liquid Spill by a Member. The decision on whether to respond to a Liquid Spill shall in all instances be made by CCA. If CCA determines that the Liquid Spill can be safely Cleaned up with the Equipment and/or personnel available to CCA and without danger to the safety or health of Response personnel or undue danger to the Equipment, then CCA will respond to the Liquid Spill, if requested to do so. By signing this agreement, the Member agrees to abide by the final decision of CCA on whether to respond to a Liquid Spill and further agrees to waive any and all claims, causes of action or rights it may have against CCA, its Members and/or the Administrative Director or his designee for any act or failure to act in such capacity as Administrative Director. If the Liquid Spill originates within the Coverage area but a Response is required outside the Coverage area, CCA may respond outside the Coverage Area as reasonably required and subject to meeting requirements of applicable law.

**3.2. Notification.** In the event of an actual Liquid Spill or significant risk of a Liquid Spill by the Member or for which it is or may be legally responsible under the Oil Pollution Act of 1990, the Texas Oil Spill Prevention and Response Act of 1991 or any other federal or state law originating within the Coverage area and if the Member desires services with respect to such Liquid Spill then the Member shall promptly notify the Corporation of the actual Liquid Spill or the significant risk of a Liquid Spill. The notification shall include the location and nature and size of the Liquid Spill, if known. The initial notification may be oral but it shall be confirmed in writing as soon as practicable.

**3.3 Member's Responsibility.** The Member understands and agrees that during a CCA Response, the Member requesting the Response will maintain sole responsibility for the operation, management and supervision of the Cleanup of the Liquid Spill. Neither CCA nor its Members (except the Member requesting the CCA Response) will assume any responsibility, supervision of or liability for the Cleanup operations.

The Member further understands and agrees that in the event of a CCA Response, any Member providing Equipment and personnel, (with the exception of the Member requesting the CCA Response) transfers complete control and possession of its Equipment and personnel over to CCA. CCA will respond to the Liquid Spill as directed by the Member requesting the CCA Response and/or the Federal or State On-Scene Coordinator. The Member understands and agrees that if it requests a CCA Response, it will maintain sole responsibility for the operation, management, and supervision of the Cleanup of the Liquid Spill. In all circumstances during the time such Equipment and supplies are so utilized, complete possession and control thereof shall be maintained by the Corporation. The Member shall return the Equipment and supplies and materials in a condition which is as good as when called into service by the Member, subject to ordinary wear and tear, or at the discretion of the Corporation, the Member may pay CCA the amount of money required to comply with such requirement.

**3.4 Priority.** It is mutually agreed and acknowledged that the Corporation will respond to requests for services in the order requested. If the Corporation has responded to a prior Liquid Spill, except to the extent a Federal or State On-Scene Coordinator has expressly requested otherwise, the Corporation shall not be obligated to respond to the request of the Member for services until the prior CCA Response is terminated by CCA.

**3.5 Contingency Plans.** The Member may identify the Corporation in any Contingency Plans as being available to provide Oil spill assistance to the Member in accordance with the Bylaws and this agreement. The Corporation shall supply the Member with information regarding the Cleanup capability of the Corporation as the Member may reasonably request from time to time, for use by the Member in the preparation of its Contingency Plans; but the Corporation shall not participate in the development or approval of such Contingency Plans. Within 60 days of signing this agreement, the Member agrees to submit a Contingency Plan to CCA. The Member further agrees to submit to CCA any updated Contingency Plan which the Member subsequently submits to any state or federal agency. The submission of the Contingency Plan to CCA shall not obligate the Corporation in any manner.

**3.6 Duration of CCA Response.** CCA Response will be limited to a period not to exceed forty-eight (48) hours beginning with the request for CCA Response unless CCA has been otherwise required by the State or Federal On-Scene Coordinator.

**3.7 Evidence of Financial Security.** Upon execution of this agreement, the Member shall submit to CCA evidence of compliance with the financial security

requirements of the Federal Water Pollution Control Act or, when applicable, the Oil Pollution Act of 1990 or the Texas Oil Spill Prevention and Response Act of 1991, whichever is greater.

#### ARTICLE IV

##### Fees and Charges

4.1 Indirect Costs. The Member shall pay to the Corporation its Percentage Interest of Indirect Costs as provided in the Bylaws. Indirect Costs shall be billed on a quarterly basis and paid within forty-five (45) days of each billing.

4.2 Direct Costs. The Member shall pay Direct Costs resulting from its request for a CCA Response.

#### ARTICLE V

##### Membership Equipment

5.1 Classifications. Each Member of CCA will fall in only one specific classification which defines the Membership Equipment each Member will be required to commit to CCA.

If a Member qualifies for more than one classification, the Member shall be designated in only one classification. That classification will be the one requiring the most Membership Equipment and personnel. The membership classifications and membership requirements are listed below:

##### Class 1 - PETROLEUM REFINERIES

##### Membership Equipment:

- Boom: 3 times the length of the largest Vessels calling at the Facility. Minimum size is 18", however, 24" is the preferred size. The boom will be equipped with universal ASTM end connectors.
- Boats: 1 boat with 4 people per boat (2 onboard and 2 ashore). The boat should be a workboat (john-boat or better) and have sufficient power to deploy boom.
- Skimmer: 1 skimmer with these minimum capacities:  
operational within 2 hours  
capable of recovering a 10,000 U.S. gallon spill skimming rate of 1,000 gallon/hr. ideal conditions skimming recovery efficiency of 80%.

**Class 2 - BULK STORAGE TERMINALS AND DOCK OPERATORS****Membership Equipment:**

Same as Class 1

**Class 3 - BARGE AND SHIP OPERATORS****Membership Equipment:****A. Barge Owners:**

Commitment to provide one barge/tow unit during the period of CCA Response.

**B. Ship Operators:**

- Boom:** 3 times the length of the largest Vessel. Minimum size is 18", however, 24" is the preferred size. The boom will be equipped with universal ASTM end connectors.
- Boats:** 1 boat with 4 people per boat (2 onboard and 2 ashore). The boat should be a workboat (john-boat) or better) and have sufficient power to deploy boom.
- Skimmer:** 1 skimmer with these minimum capacities: operational within 2 hours capable of recovering a 10,000 U.S. gallon spill skimming rate of 1,000 gallon/hr. ideal conditions skimming recovery efficiency of 80%.

**Class 4 - PIPELINE OPERATORS****Membership Equipment:**

- Boom:** 500 feet with the same specifications as Class 1
- Boats:** 1 boat with 2 people with the same specifications as Class 1
- Skimmer:** Same as Class 1

**Class 5 - TUG BOAT OPERATORS****Membership Equipment:**

Commitment to provide a tug during the period of CCA Response.

**Class - 6 CHEMICAL PLANTS AND COMMERCIAL HANDLERS OF HAZARDOUS MATERIALS**

**Membership Equipment:**

Boom: One time the length of the largest Vessels calling at its Facility.

**Class - 7 PRODUCTION OPERATORS**

**Membership Equipment:**

Boom: 500 feet with the same specifications as Class 1

Boats: 1 boat with 2 people with the same specifications as Class 1.

Skimmer: None

5.2 **Equipment Availability.** In return for the services hereunder provided by the Corporation, the Member agrees to provide the Membership Equipment for its classification to the Corporation for use in CCA Response by the Corporation. Upon execution of this agreement or as soon as practicable thereafter, the Member will provide the Corporation with a listing of the Equipment it will provide, which listing shall be attached as Exhibit A to this agreement. Exhibit A may be changed from time to time upon forty-eight (48) hours written notice by the Member to CCA. The Member warrants that it will maintain all Equipment to be provided in a seaworthy condition at all times, but makes NO OTHER WARRANTIES OR REPRESENTATIONS, IMPLIED OR OTHERWISE, INCLUDING FITNESS FOR A PARTICULAR USE, regarding the Equipment. The Corporation will control the use of the Equipment when a CCA Response occurs. The Member requesting CCA Response understands and agrees that in the event a CCA Response occurs, any Member providing Equipment (with the exception of the Member requesting CCA Response) transfers complete control and possession of its Equipment over to CCA. CCA will respond to the Liquid Spill as directed by the Member requesting the CCA Response and/or the Federal or State On-Scene Coordinator. The Member hereby understands and agrees that the Member requesting the CCA Response will maintain sole responsibility for the operation, management, and supervision of the Cleanup of the Liquid Spill. Following a CCA Response, the Corporation shall return the Equipment and personnel to the Member, or if the Corporation has received reimbursement for the Equipment pursuant to Section 3.3, the Corporation shall pay the Member the amount of the reimbursement.

5.3 **Personnel.** In addition to its obligation under Section 5.2, the Member agrees to provide personnel identified in the Membership Equipment requirements for its classification to the Corporation for a CCA Response which meet the minimum requirements established by CCA. Upon execution of this agreement or as soon as

practicable thereafter, the Member will provide the Corporation with a listing of the personnel, which listing shall be attached as Exhibit B to this agreement. Exhibit B will contain primary and substitute personnel and may be changed from time to time by verbal notice from the Member, followed by a written notice as soon as practicable. The Corporation will control and direct the activities of the personnel during the CCA Response. If CCA receives reimbursement for personnel costs as a result of a CCA Response, CCA shall reimburse the Member the amount of the reimbursement. The Member requesting CCA Response understands and agrees that in the event a CCA Response occurs, any Member providing personnel, (with the exception of the Member requesting CCA Response) transfers complete control of its personnel and the right to direct their activities over to CCA. CCA will respond to the Liquid Spill as directed by the Member requesting the CCA Response and/or the Federal or State On-Scene Coordinator. The Member hereby understands and agrees that the Member requesting CCA personnel will maintain sole responsibility for the operation, management, and supervision of the Cleanup of the Liquid Spill.

**5.4 Corporation Responsibility.** The Corporation will be responsible for determining that the Equipment supplied by the Member meets the Membership Equipment requirements and that the Equipment is appropriate for the purposes to which the Corporation desires to use the Equipment. Further, the Corporation will be responsible for determining that the personnel supplied by the Member has met certain minimum requirements established by CCA to engage in the activities of the Corporation. The Corporation will have the right to inspect the Equipment and the records and documents associated therewith, upon reasonable notice and at reasonable times.

If the Corporation determines that the Equipment does not meet the Membership Equipment requirements or is not seaworthy and the Member does not make modifications to meet such requirements, then the Corporation may terminate this agreement and the Member's membership. The Corporation represents and warrants that it will use the Equipment only in Liquid Spill Response activities or unless required by a Federal or State On-Scene Coordinator.

**5.5 Additional Equipment/Personnel Training.** The Corporation from time to time may request the Member to modify Membership Equipment or to provide additional training. The Member may make any such modification or provide additional training at its own expense. If the Member refuses to make such modification or to provide training, the Corporation may either pay the costs for the modification or the training or terminate this agreement and the membership of the Member.

## ARTICLE VI

### Independent Cleanup Operations

Nothing in this agreement shall require or be construed as requiring the Member to request the services or request the use of the Equipment or supplies of the Corporation in connection with Liquid Spill Cleanup activities and the Member may, if it so desires, purchase or contract for its own Cleanup Equipment and materials, or engage any other person to assist it with the Cleanup of Liquid Spills. In addition, the Member may employ its own Equipment and materials in conjunction with those provided by the Corporation.

## ARTICLE VII

### Indemnification

**7.1 Member Indemnification.** Any Member requesting a CCA Response shall defend, indemnify and hold harmless the Corporation and its other Members and the agents, directors, officers and employees thereof (the "indemnified parties") against all claims, liability and costs incurred, including, but not limited to, attorneys' fees, expenses, penalties, fines and actual and/or punitive damages which the indemnified parties suffer, sustain or become liable for by reason of any accidents, damages or injuries, either to the person or property of the indemnified parties or to the person and/or property of any third party, including, but not limited to, federal, state and/or local governmental agencies thereof, in any matter arising out of or connected with (i) the CCA Response requested by such Member and (ii) any act or omission of the Member requesting the CCA Response, its agents, directors, officers and employees where such liability is asserted against the indemnified party by reason of its being a Member of, or otherwise associated with, the Corporation and/or responding as a Member of the Corporation. The foregoing defense, indemnity and hold harmless provisions by the Member shall be applicable to the indemnified parties regardless of whether such accident, damages or injuries are the result of the fault or negligence, or unseaworthiness of any Vessels, of an indemnified party. The Member requesting the CCA Response further agrees that the parties to whom this defense, indemnification and hold harmless provision extends shall have the right, but not the obligation, to tender the defense to the Member requesting the CCA Response of any and all lawsuits arising out of or in any way connected with matters which are the subject of this defense, indemnity and hold harmless provision, but that failure to tender any such lawsuit for defense shall in no way release or relieve the Member requesting the CCA Response of its obligations hereunder. The Member requesting the CCA Response also covenants and agrees that the defense, indemnity and hold harmless provision granted hereunder shall not be limited, restricted or in any way affected by the amount of insurance carried by the indemnifying Member, and the

SA: 12/3/91

Par. 7.1 amended 6/5/97

indemnifying Member further agrees that the Indemnity agreements contained herein in the case of a CCA Response requested by the Indemnifying Member shall be primary to any Insurance secured by CCA and any other indemnified parties. It is the intent of the parties to this agreement that all indemnity obligations and/or liabilities assumed under the terms of this agreement be without regard to the cause or causes thereof (including pre-existing conditions), the unseaworthiness of any Vessels, strict liability or the negligence of any party or parties, whether such negligence be sole, joint or concurrent, active or passive. **FURTHER, THE MEMBER UNDERSTANDS THAT THE INDEMNITY SHALL BE APPLICABLE WHERE THE INJURY OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF CCA, ITS MEMBERS, AGENTS, DIRECTORS, OFFICERS, OR EMPLOYEES.**

**7.2 Non-Member Subscriber Indemnification.** The Corporation shall obtain indemnification for itself and its Members similar to the indemnification set forth in Section 7.1 from any Non-Member Subscriber in connection with a CCA Response. It is the intent of the parties to this agreement that all indemnity obligations and/or liabilities assumed under the terms of this agreement be without regard to the cause or causes thereof (including pre-existing conditions), the unseaworthiness of any Vessels, strict liability or the negligence of any party or parties, whether such negligence be sole, joint or concurrent, active or passive.

**7.3 Survivability.** All indemnities made by the Member under this agreement shall survive the termination date.

## ARTICLE VIII

### insurance

The Corporation may secure such Insurance as the Board of Directors deems appropriate. All policies shall name the Members as an additional insureds; provided, when the party requesting a CCA Response is a Member, the Member requesting the CCA Response shall be deemed to be not covered as an additional insured under the policy with respect to such CCA Response, nor have any rights as an additional insured under CCA's insurance with respect to such CCA Response. All policies shall be endorsed to waive the right of subrogation against the Members, and shall be endorsed to be primary as against comparable insurance carried by the Members, except when a Member is the Member requesting the CCA Response, in which case the Insurance maintained by the Member requesting the CCA Response shall waive the right of subrogation against CCA and its Members to the extent of the indemnity obligations contained in the Bylaws and this Services Agreement, and the indemnity obligations and insurance maintained, if any, by such Member requesting the CCA Response shall be primary to any insurance of CCA, its other Members and such other indemnified parties.

The cost of all insurance secured by the Corporation shall be deemed a normal cost of performing operations and shall be chargeable to the Member as Indirect Costs in accordance with its Percentage Interest under Article IV of this agreement.

## ARTICLE IX

### Compliance with Laws and Regulations

The Corporation shall comply with all applicable laws, regulations, decrees, codes, ordinances, resolutions and other acts of any governmental authority, including without limitation, all federal, state or other governmental laws and regulations pertaining to equal opportunity, non-segregated facilities, listing of job openings for veterans. The Corporation further agrees not to discriminate against any employee because of race, creed, sex or national origin, and the Corporation hereby indemnifies and agrees to defend and hold the Member harmless from and against any and all loss, damage, injury, liability and claims including reasonable attorney fees and costs thereof resulting from the Corporation's failure to do so.

## ARTICLE X

### Miscellaneous

10.1 Bylaws. The Member acknowledges and agrees to be bound by and subject to the provisions of the Bylaws of the Corporation to the same extent as if such provisions of the Bylaws were incorporated into this agreement. In the event of a conflict between the Bylaws and this agreement, the Bylaws shall prevail.

10.2 Representative(s) of the Member. The representative(s) of the Member, appointed from time to time pursuant to the Bylaws, shall represent the Member in its communications and transactions with the Corporation under this agreement. The Corporation and the other Members of the Corporation shall be entitled to rely upon the power and authority of the representative(s) to represent and bind the Member in all matters pertaining to this agreement.

10.3 Amendments. This agreement may not be amended, modified, supplemented or otherwise altered except pursuant to an approval of 2/3 of the Membership Interest entitled to vote in accordance with the Bylaws.

10.4 Governing Law. This agreement shall be governed by and construed in accordance with the maritime law of the United States, to the extent applicable, and otherwise in accordance with laws of the State of Texas, excluding the conflicts of law provisions of such state.

From:

10.3 Amendments. This agreement may not be amended, modified, supplemented or otherwise altered except pursuant to an approval of 2/3 of the Membership Interest entitled to vote in accordance with the Bylaws.

10.4 Governing Law. This agreement shall be governed by and construed in accordance with the maritime law of the United States, to the extent applicable, and otherwise in accordance with laws of the State of Texas, excluding the conflicts of law provisions of such state.

10.5 Attorneys Fees. In the event that any permissible legal action hereunder is instituted between the parties arising out of this agreement, the prevailing party therein shall be entitled to recover a reasonable allowance for attorneys fees and court expenses, to be fixed and determined by the court in which such action is filed.

10.6 Notices. Except for initial oral notices relating to requests for services in connection with Liquid Spills, any notice provided for by this agreement and any other notice, demand or communication which any party may wish to send to another shall be in writing and either delivered to such party in person, sent via a nationally recognized express mail service, sent via facsimile transmission with receipt confirmed or sent by first-class U.S. mail, postage prepaid, return receipt requested, and addressed to the party at such party's address as set forth below or, if to the Corporation:

Clean Channel Association, Inc.  
3110 Pasadena Freeway  
Pasadena, TX 77503  
Attn: President

or to such other address as any party shall specify by written notices so given. Any notice, demand or other communication shall be deemed given and effective as of the date of delivery in person or by facsimile, the day after the date of deposit with a nationally-recognized express mail service, or upon receipt as set forth on the return receipt if sent through the U.S. mail. The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

10.7 Severability. If any provision of this agreement or portion thereof should be declared invalid for any reason, the invalid provision or portion thereof shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.

10.8 Waiver. The waiver of a breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereof.

SA: 12/3/91

10.11 Assignment: Binding Effect. The Member may not assign its rights and obligations under this agreement except in conjunction with the assignment of its Membership Interest in the Corporation as provided in the Bylaws. Subject to and without affecting the prohibitions herein with respect to assignment, this agreement shall be binding on the parties and their respective successors and assigns.

10.12 Counterparts. This agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

CLEAN CHANNEL ASSOCIATION, INC.

By: SP Glenn  
President

Name of the Member:

BP AMOCO PIPELINES (N.A.)

By: BRIAN R. MULLER  
Name: Brian R Muller  
Title: DISTRICT MANAGER - PETROCHEMICALS  
Address: PIPELINE BU (NORTH AMERICA)  
SUITE 24.172 WESTLAKE ONE  
501 WESTLAKE BLVD.  
HOUSTON, TX 77079

# Emergency Response Service Agreement (ERSA)

**Business Unit Name**  
26-676 (APL-12-02)

**Order Number BP OSRO 2003-015**  
**This order number must appear on all invoices**  
STANDARD DATA REVISION 2-20-03

Date: August 26, 2003

Environmental Safety and Health Consulting Services, Inc.  
1730 Coteau Road  
Houma, LA 70364

Hereinafter referred to as "**CONTRACTOR**"

ATTENTION: Mr. Davian Ploger

Atlantic Richfield Company, hereinafter referred to as **COMPANY**, desires to have the "Work" described below performed in a safe manner, free of accidents, and in accordance with the terms and conditions set forth in this agreement. **CONTRACTOR** is to furnish all labor, equipment, and materials required for the Work except such labor, equipment, and materials as may be specifically stated herein as to be furnished by **COMPANY**. All work and materials shall be of the very best quality, first-class in every particular and shall be subject to inspection and acceptance by **COMPANY**. Any inspection and acceptance by **COMPANY** shall not constitute a waiver of any of its rights hereunder.

**Premises/Location:** Various locations designated by COMPANY

**Account Number:** Various **Commodity Code:** \_\_\_\_\_

## 1. DESCRIPTION OF WORK TO BE PERFORMED:

WHEREAS, **COMPANY**'s business involves the manufacture, marketing, handling, transportation, and storage of crude oil, petroleum products, chemicals, and other hazardous materials (hereinafter collectively referred to as "Oil and/or Hazardous Materials") which may result in conditions necessitating emergency response when inadvertently released into the environment, and

WHEREAS, **CONTRACTOR** is engaged in the business of providing emergency response services with respect to releases into the environment of Oil and/or Hazardous Materials.

A. This contract is issued to cover Emergency Response Services as requested by **COMPANY** beginning August 26, 2003. Work to be performed hereafter shall be authorized by **COMPANY** either by letter of release or work order or **COMPANY** shall be entitled to request **CONTRACTOR**'s emergency response services upon giving notice by telephone 24 hours per day, seven (7) days per week by calling **800 4ESANDH**. At such time the **COMPANY** representative making the call shall furnish to **CONTRACTOR** the name and title of the caller, the location of the site needing emergency response

services (hereinafter referred to as the "Site"), the Oil and/or Hazardous Materials involved, if known, and other relevant facts relating to the situation then known to the caller. **COMPANY** may use **CONTRACTOR**'s or any other person's emergency response services for a particular site or geographical area, and nothing herein shall be construed to grant **CONTRACTOR** an exclusive right to perform such services for **COMPANY**.

B. **CONTRACTOR** shall use its best efforts to provide to **COMPANY** upon **COMPANY**'s request emergency response services that may include, but are not limited to, containment, removal, neutralization, decontamination, recovery, cleanup, repackaging, and transportation of Oil and/or Hazardous Materials. **CONTRACTOR** shall use its best efforts to render emergency response services to **COMPANY** locations including, but not limited to, the **COMPANY** facilities described in **Schedule A** to this agreement. **CONTRACTOR** response equipment includes, but is not limited to, that listed in **Schedule B**. **CONTRACTOR** will maintain a daily work sheet identifying, by hour, the personnel and equipment performing work under this contract. This form will be approved by **COMPANY** representative daily, and a copy retained by **COMPANY** representative. Upon completion of the job, or as directed by **COMPANY**, **CONTRACTOR** shall submit an invoice, along with one copy of the daily work sheets to support the charges. **All invoices shall reference the above Order Number and Paykey Number (obtained from COMPANY) as referenced on the respective release. If the invoice is not submitted as required, COMPANY may return the invoice to the sender, payment may be delayed, and COMPANY will not reimburse CONTRACTOR for late fees.**

C. **CONTRACTOR must have on file with COMPANY, CONTRACTOR's Substance Abuse Plan that complies with all the requirements of the Department of Transportation Regulations 49 CFR Parts 40 and 199. CONTRACTOR is responsible for insuring that subcontractor and subcontractor'S employees are in compliance with all the requirements of 49 CFR Parts 40 and 199. COMPANY reserves the right to audit the subcontractor's Substance Abuse Plan.**

D. Since a portion or all of **CONTRACTOR**'s work may involve an emergency response to a hazardous substance release. All employees and subcontractor employees provided by **CONTRACTOR** to respond to such a release, shall have the training required by the OSHA Standard on Hazardous Waste Operations and Emergency Response (29 CFR 1910.120) and such training shall be certified as required by that standard. **CONTRACTOR** shall promptly provide evidence of such training and certification to **COMPANY** upon request, if applicable.

E. Upon receiving a request for emergency response services from **COMPANY**, **CONTRACTOR** shall promptly inform the caller if it has the necessary personnel and equipment available to respond. Promptly upon a request for services, the **COMPANY** facility requesting such services shall verbally designate its authorized representative hereunder. Using its best efforts under the circumstances then existing, including emergency response services being rendered to others, **CONTRACTOR** shall promptly mobilize the necessary personnel and equipment and proceed to the Site as quickly as reasonably possible in an effort to meet any response time(s) as identified by **COMPANY**'s representative.

F. The parties recognize that at the commencement of emergency response services hereunder, the scope thereof may not be well defined. The parties agree that at the commencement of an emergency response services project that their respective representatives shall consult with each other to define the scope of the work to be performed and outline strategies and approaches to such work. If the parties later agree to modify materially the scope of the work or the strategies or approaches thereto, they shall within seven (7) days of such modification sign a written amendment to the purchase order described in Section 1 (G) hereof.

G. **COMPANY** shall promptly issue to **CONTRACTOR** a purchase order and PAYKEY describing the scope of the work to be performed (hereinafter referred to as the "Work") and designating the **COMPANY** and **CONTRACTOR** representatives authorized to act with respect to the Work. In the event of a conflict between the terms of such purchase order and the terms of this Agreement, the terms of this Agreement shall prevail.

## 2. CONTRACTOR'S RESPONSIBILITIES:

All work shall be performed according to the terms and conditions herein.

A. Prior to performing emergency response services, **CONTRACTOR** will conduct a site safety assessment and develop a site safety plan to include atmospheric monitoring and a determination as to the level of Personal Protective Equipment (PPE) to be worn. Furthermore the safety plan, atmospheric testing and use of PPE shall be discussed during the Pre-Entry meeting.

B. **CONTRACTOR** shall provide and be aware of the following requirements

- i. **CONTRACTOR** Benzene Notification
- ii. Hazwoper Notification
- iii. **COMPANY** Pipelines, NA's Fire Resistant Clothing Policy
- iv. Notice of Immigration Reform and Control Act of 1986
- v. **CONTRACTOR** Asbestos Notification
- vi. Material Safety Data Sheets (if applicable)

C. **CONTRACTOR** shall provide appropriately trained, competent, and appropriate supervision, labor, materials, tools, equipment, personal protective equipment, and subcontracted items necessary for the performance and completion of the Work in a safe, healthful, workmanlike, and efficient manner. **CONTRACTOR** recognized that time is of the essence in the performance of the Work and shall proceed with its best efforts under the circumstances then existing.

D. **CONTRACTOR** shall at all times keep the Site free from the accumulation of debris and rubbish that may result from its performance of the Work. At the completion of the Work, **CONTRACTOR** shall promptly remove all of its tools, vehicles, equipment, machinery, surplus materials, debris, and rubbish from and around the Site.

E. **CONTRACTOR** shall take necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal, state, and local safety and health laws, rules, and regulations and while on **COMPANY** response premises, **CONTRACTOR** shall abide by all such **COMPANY** rules provided to it by **COMPANY**. **CONTRACTOR** shall erect and properly maintain as required by the conditions and progress of the Work, necessary safeguards for the protection of its employees. **CONTRACTOR** shall require all subcontractors hired or supervised by it to implement such precautions and safeguards and to comply with all such laws, rules, and regulations.

F. **CONTRACTOR** shall keep full and detailed records concerning personnel, labor, materials, tools, equipment, and subcontractors provided by it under this Agreement and all testing, sampling, and analytical services performed. All such records may be audited by **COMPANY** upon request and shall be available for inspection on 24-hour notice for a period of three (3) years after the Work has been completed or longer where required by law.

G. If **CONTRACTOR** removes Oil and/or Hazardous Materials or waste from the Site for disposal, recycling, or other disposition, **CONTRACTOR** shall prepare for **COMPANY**'s signature manifests or shipping papers in coordination with **COMPANY** and shall obtain **COMPANY**'s prior written approval of any treatment, storage, disposal, or recycling facility to which such Oil and/or hazardous Materials and/or wastes are to be sent.

H. If requested by **COMPANY**, **CONTRACTOR** shall act for **COMPANY** and assist **COMPANY** in obtaining the proper and necessary permits for the Work. All required environmental clean-up permits and manifests should be issued in **COMPANY**'s name.

I. If requested by **COMPANY**, **CONTRACTOR** will participate in emergency spill drills.

### 3. COMPANY RESPONSIBILITIES:

A. If requested by **CONTRACTOR**, **COMPANY** shall furnish to **CONTRACTOR** information on the Site to the extent known and available to **COMPANY** concerning physical characteristics, soil reports, subsurface investigations, utility and easement locations, and other similar reports or documents reasonably needed by **CONTRACTOR** to perform the Work. Where necessary **COMPANY** shall furnish information on any body of water or shoreline affected, including charts and maps.

B. **COMPANY** will provide to **CONTRACTOR**, (or arrange to have provided to the **CONTRACTOR** where **COMPANY** does not own or operate the Site) its employees, and subcontractors access to the Site. If available, **COMPANY** may provide the following services at the site for **CONTRACTOR**'s use upon terms and conditions mutually agreed upon as evidenced by **COMPANY**'S purchase order: electrical power, potable water, telephones, storage for equipment, and access to the Site for vehicles and equipment.

### 4. PRICE AND TERMS OF PAYMENT:

A. **COMPANY** shall pay **CONTRACTOR** for the Work on a time and materials basis in accordance with the negotiated rates in **Schedule C**, which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items to **Schedule C**. Such additions shall be made by mutual written agreement.

B. Invoices for all work shall be issued monthly to the **COMPANY** facility that issued the purchase order under Section 1 (E) and shall include:

- (i) **COMPANY**'s purchase order number,
- (ii) **COMPANY**'s Paykey number,
- (iii) Copies of applicable subcontractors' requisitions,

- (iv) Description of personnel provided, their job titles, hours worked, and hourly rate,
- (v) Description of materials, equipment, and tools provided, the time they were used in the Work, and the rate therefor, and
- (vi) Other supporting details reasonably requested by **COMPANY**.

C. **COMPANY** shall pay all **CONTRACTOR**'s invoices within thirty (30) days of receipt thereof; provided, however, that if any such invoice does not include the information described in Section 4 (B), **COMPANY** shall promptly notify **CONTRACTOR** thereof, and **CONTRACTOR** shall promptly furnish said information. **COMPANY** shall then pay such invoice within thirty (30) days of receipt of such information.

D. Notwithstanding the foregoing, if **COMPANY** identifies an error, discrepancy, or dispute in any invoice, it shall promptly notify **CONTRACTOR** thereof. The parties will then endeavor to resolve any such error, discrepancy, or dispute promptly. If no resolution is made within this time frame, **COMPANY** may delete the disputed amount from the total invoice amount and pay the balance. The parties will then attempt to resolve the disputed amount with reasonable promptness.

E. **COMPANY** may, upon its request, audit any and all records of **CONTRACTOR** and any subcontractor relating to work performed and/or materials and/or services provided hereunder; provided, however, **CONTRACTOR** and subcontractor shall have the right to exclude any trade secrets, formulas, or work processes from such inspection. **CONTRACTOR** further agrees to maintain its books and records relating to work performed hereunder for a period of three (3) years from the date such work was completed or such materials and/or services were provided and to make such books and records available to **COMPANY** at any time or times within the three-year period.

F. Equipment rental charges shall be per the attached negotiated rates in **Schedule C** which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items or alter **Schedule C**. Such additions and alterations shall be made by mutual written agreement, or the revised rates shall be considered invalid and previous rates shall govern.

## 5. CONTRACTOR'S MINIMUM INSURANCE REQUIREMENTS:

**CONTRACTOR** shall maintain such minimum insurance, as indicated herein and shall contact Company should any of the listed insurances be cancelled or renewed. Furthermore **COMPANY** reserves the right to verify such insurance at any time during the term of this Agreement:

- A. Workman's Compensation and Employer's Liability Insurance which shall fully comply with the laws of the State where applicable, and any other applicable jurisdiction, and such policy shall contain the following endorsements covering:

1. United States Longshoreman's and Harbor Workers Compensation Act and as extended to Outer Continental Shelf Operations, if applicable to the Work to be performed herein by **CONTRACTOR**; and
  2. Endorsement covering Employer's Liability for Maritime operations with minimum limits of liability of \$3,000,000 for death or injury to each person per occurrence, if applicable to the Work to be performed herein by **CONTRACTOR**.
- B. Comprehensive General Liability Insurance with Contractual Coverage, properly endorsed, with limits of \$3,000,000 per person for deaths or injuries arising out of one accident; and Property Damage Insurance in an amount of \$5,000,000 aggregate for each accident, including environmental liability coverage, and, further, to cover marine operations, if applicable, including wreck removal.
- C. Automobile Liability Insurance with limits of \$3,000,000 per person for injuries or deaths arising out of one accident; and \$500,000 Property Damage arising out of one accident.
- D. Vessels Liability and Aircraft Liability, if applicable: All vessels owned, chartered, or operated by **CONTRACTOR** shall be covered with P&I Insurance and Hull Insurance, including wreck removal coverage. The Hull Insurance shall have limits not less than the full replacement value of the vessel. The P&I policy shall have limits equal to the replacement value of the vessel, or \$5,000,000, whichever is greater.
- E. Excess Liability Insurance above said Employer's Liability, Comprehensive General Liability, and Automobile Liability with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence.
- . All of the above listed insurance policies shall be endorsed as follows:

"To eliminate controversies, expense and inconvenience, it is agreed that the underwriters, insurers, and insurance carriers, of **CONTRACTOR** shall not have any right of subrogation (equitable or by assignment, expressed or implied, loan receipt or otherwise) against **COMPANY**, or its insurers, and the right of subrogation is expressly waived."

Also, under items (B), (C), (D) and (E) above, **COMPANY** shall be named as additional insureds. **CONTRACTOR**'s insurance requirements shall be primary to any **COMPANY** insurance or self- retention.

## 6. GENERAL CONDITIONS:

This document together with any exhibits, specifications or drawings referred to herein shall constitute the entire Contract between the parties. **COMPANY** objects to and shall not be bound by any past or future terms and conditions or course of conduct not set forth herein, unless set forth in writing and signed by authorized representatives of **COMPANY** and **CONTRACTOR**. Any additional or inconsistent terms not so agreed by **COMPANY** and **CONTRACTOR** in writing shall be null and void. Acceptance of any purchase order, confirmation order, work order, invoice or other form shall not modify the terms of this Contract. No claims for changes or extras will be permitted for work or materials and no change in price shall be allowed unless approved in writing by **COMPANY** and **CONTRACTOR** in advance.

## 7. LIABILITY, INDEMNITY AND DAMAGES:

### 7.1 Preexisting Conditions

COMPANY acknowledges that CONTRACTOR has neither created nor contributed to the creation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at the Site prior to the date on which the performance of the Services is commenced hereunder (collectively, "Preexisting Conditions"). Accordingly, COMPANY shall defend, protect, indemnify and hold CONTRACTOR, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising from or relating to Preexisting Conditions. COMPANY shall not be required to indemnify CONTRACTOR pursuant to this section for any liability resulting from CONTRACTOR's sole negligence or willful misconduct. CONTRACTOR shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant

### 7.2 Other Liabilities

Except as expressly provided in Section 7.1 with respect to liability for Preexisting Conditions, CONTRACTOR shall defend, protect, indemnify and hold COMPANY, its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from the Services performed hereunder by CONTRACTOR or its employees, agents or subcontractors. CONTRACTOR shall not be required to indemnify COMPANY pursuant to this section for any liability resulting from COMPANY'S sole negligence or willful misconduct. CONTRACTOR's indemnity shall not be limited by the amount of insurance required in Article 5 (Minimum Insurance Requirement) herein. COMPANY shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.

### 7.3 Failure to Comply with Laws

CONTRACTOR shall defend (with counsel approved by COMPANY), protect, indemnify and hold COMPANY, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from CONTRACTOR's failure to comply with any and all laws, ordinances, rules, regulations and orders, including those laws set forth in Article 15 (Compliance with Laws).

### 7.4 Patent, Copyright and Trade Secret Indemnification

CONTRACTOR, and to the extent applicable, its subcontractors and suppliers shall protect, defend, indemnify and hold harmless COMPANY, and its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees against loss or damage arising out of any claim or suit for misappropriation of trade secret or for patent, copyright, or other proprietary right infringement arising out of, incident to, or in connection with (i) delivery of goods or performance of Services by CONTRACTOR, (ii) COMPANY's possession, use, or sale of goods, equipment, or materials furnished by CONTRACTOR, or (iii) COMPANY's production of copyrighted works incorporating or prepared according to documents or other tangible materials supplied by CONTRACTOR and COMPANY's possession, modification, use, sale, distribution, copying or licensing of such documents, materials or works, or (iv) COMPANY's manufacture, use or sale

of goods, equipment or materials based on designs or methods contained in documents or other tangible materials supplied by CONTRACTOR. COMPANY shall promptly notify CONTRACTOR of any such claim or suit and afford CONTRACTOR an opportunity at CONTRACTOR's expense to undertake the defense of any such suit, provided that, at COMPANY'S election, COMPANY may join in such defense at its expense. If CONTRACTOR refuses or fails to defend such suit, CONTRACTOR shall reimburse COMPANY in full for COMPANY'S costs and expenses in the defense of such suit including attorneys' fees. CONTRACTOR shall pay promptly any judgments or decrees which may be entered against COMPANY in such suit, and in event of the grant of injunctive relief, CONTRACTOR shall provide non-violating information, goods, equipment, and/or material equal in value and efficiency and failing so to do, shall pay COMPANY all damages suffered by reason of such failure.

#### **8. PAYMENT OF BILLS AND LIENS:**

**CONTRACTOR** shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of this Contract. Before **CONTRACTOR** shall be entitled to receive payment, **CONTRACTOR** shall furnish evidence satisfactory to **COMPANY** of the full payment of any such indebtedness. If any lien shall attach to premises/location of **COMPANY** as a result of the Work performed, **CONTRACTOR** shall promptly procure its release and hold **COMPANY** harmless from all loss, cost, damage, or expense incidental thereto. **CONTRACTOR** hereby authorizes **COMPANY** to pay any such liens from any payments due **CONTRACTOR**. To the extent permitted by law, **CONTRACTOR** waives and hereby releases **COMPANY** and the premises/location of **COMPANY** from any and all liens accrued or accruing to it whatsoever and authorizes **COMPANY** to withhold payments due **CONTRACTOR** for the applicable statutory period to pay any liens arising from the Work for which **CONTRACTOR** has failed to provide evidence satisfactory to **COMPANY** of full payment of such indebtedness.

#### **9. TAXES:**

**CONTRACTOR** shall accept sole liability for, and pay, all taxes, assessments, excises, impositions, licenses and fees (including interest or penalties, if any) levied, assessed, or imposed upon or on account of the execution of the work under this Contract or its receipts therefrom or on the materials therefor or on the manufacture, storage, sale, receipts from sale, use, transportation, inspection, or delivery of the materials therefor under any federal, state or local law or laws. When required to do so by law, **COMPANY** shall have the right to withhold state taxes, and pay such taxes to the state, or to delay payment, up to the amount of the tax. **CONTRACTOR** hereby accepts exclusive liability for withholding requirements, payroll taxes, Unemployment Taxes, Federal insurance Contributions Act Taxes and all state taxes relating to unemployment compensation laws as well as all interest and penalties provided for in such laws, or in any similar laws which may hereafter be enacted, with respect to the wages and salaries paid to **CONTRACTOR**'s employees for services rendered in connection with this Contract.

#### **10. PATENTS:**

**CONTRACTOR** AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS **COMPANY** FROM AND AGAINST ALL CLAIMS, SUITS, JUDGMENTS, COURT COSTS, ATTORNEY'S FEES, AND OTHER LIABILITIES, DEMANDS, OR LOSSES IN ANY MANNER ARISING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY

PATENT BECAUSE OF THE PERFORMANCE OF ANY WORK BY **CONTRACTOR** HEREUNDER, OR BECAUSE OF THE POSSESSION, USE, OR SALE OF ANY STRUCTURE, APPARATUS, MATERIAL, OR OTHER THING FURNISHED BY **CONTRACTOR** HEREUNDER, PROVIDED THAT **CONTRACTOR** SHALL BE NOTIFIED PROMPTLY OF THE BRINGING OF ANY SUCH SUITS.

#### **11. AUDIT:**

Except for lump-sum contracts, **COMPANY** may, upon request, audit any and all records of **CONTRACTOR** and any of its subcontractors relating to Work performed hereunder; provided, however, **CONTRACTOR** and subcontractor shall have the right to exclude any trade secrets, formulas, or processes from such inspection. **CONTRACTOR** further agrees to maintain its books and records and to cause its subcontractors to maintain their books and records relating to Work performed hereunder for a period of three (3) years from the date such Work was completed and to make such books and records available to **COMPANY** at any time or times within the two-year period.

#### **12. ASSIGNMENT AND SUBCONTRACTORS:**

**CONTRACTOR** shall not enter into any subcontracts with respect to the Work nor enter into any contracts on behalf of **COMPANY** without **COMPANY**'s prior consent. **CONTRACTOR** shall not make any representations on behalf of **COMPANY** with respect to the Work and shall refer all inquiries from the media or governmental authorities with respect to the Work to **COMPANY**'s designated representative.

#### **13. DISPUTES:**

This Contract shall be construed in accordance with the laws of the United States and the state where **COMPANY**'s property is located and where the Work is to be performed, without regard to such state's conflicts of law rule. **CONTRACTOR** and **COMPANY** agree that all litigation between the parties arising out of this Contract shall be tried in such state. The parties further agree that before any such litigation is filed, a good faith effort shall be made to resolve any such disputes by authorized officers or representatives of the parties on a without prejudice basis.

#### **14. CONFLICT OF INTEREST:**

**CONTRACTOR** warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value in connection with this Contract and acknowledges that the giving or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of **COMPANY**'s corporate policy and may result in the cancellation of this and all future contracts. **CONTRACTOR** shall notify **COMPANY**'s security department of any such solicitation by any of **COMPANY**'s employees or agents.

#### **15. COMPLIANCE WITH LAWS:**

All merchandise furnished and/or work performed under this Contract shall be furnished or performed in full and complete compliance with all applicable federal, state, and local laws and regulations including without limitation the Federal Clean Air Act, Clean Water Act, Toxic Substances Control Act, Safe Drinking Water Act, Resource Conservation and Recovery Act,

Comprehensive Environmental Response, Compensation and Liability Act, Fair Labor Standards Act and the standards set forth in NFPA 471 and all applicable federal, state, and local equal employment laws and regulations. **CONTRACTOR** agrees that the clauses identified below are herein incorporated by reference to the extent they are required by law to be so incorporated:

(1) Applicable regulations found in 41 CFR Chapter 60 issued pursuant to Executive Order 11246 (Equal Employment Opportunity), Vietnam Era Veterans Readjustment Assistance Act of 1972, Rehabilitation Act of 1973; (2) Section 1-1310-2 of the Federal Procurement Regulations relating to Minority Business Enterprises; (3) 40 CFR Part 15, requiring compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; and (4) any other applicable federal regulation adopted pursuant to applicable laws.

#### **16. SAFETY PROVISIONS:**

It is the essence of this Contract that all work to be performed by **CONTRACTOR** shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, **CONTRACTOR** shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the work to be performed hereunder, which rules and procedures as a minimum shall be the equivalent of or exceed applicable **COMPANY** safety and health rules, a copy of which **CONTRACTOR** acknowledges it has previously received. All work performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970, as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by **COMPANY** to **CONTRACTOR** for the benefit of **CONTRACTOR**'s employees or those of its subcontractors shall be at the sole risk and liability of **CONTRACTOR** to make sure that such equipment is fit for the use intended and is in proper working order. **CONTRACTOR AGREES TO INDEMNIFY (INCLUDING ATTORNEYS' FEES), DEFEND, AND SAVE HARMLESS COMPANY FROM ANY AND ALL CLAIMS OF CONTRACTOR, SUBCONTRACTORS, AND THEIR EMPLOYEES ARISING OUT OF THE USE OF ANY EQUIPMENT FURNISHED BY COMPANY OR ADVICE GIVEN BY COMPANY RELATING TO SUCH EQUIPMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IT BEING UNDERSTOOD THAT COMPANY SHALL NOT BE LIABLE UNDER LAW, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.** **CONTRACTOR** shall maintain a drug and alcohol free workforce at all times while on **COMPANY**'s premises/location, and shall for itself and its subcontractors as a minimum comply with **COMPANY**'s **CONTRACTOR** Substance Abuse Policy which is incorporated by reference. Upon **COMPANY** request, **CONTRACTOR** shall provide **COMPANY** with a copy of all accident reports prepared by or submitted to **CONTRACTOR**, including all OSHA illness and injury reports. **CONTRACTOR** agrees to fully cooperate with **COMPANY** regarding the investigation of any injuries, deaths, property damage or any possible safety violation related in any way to work performed under this Agreement.

#### **17. TERM AND TERMINATION:**

**A.** The term of this Agreement shall begin on the date set forth above and, unless terminated in accordance with the provisions set forth herein, shall continue for a period of one (1) year. Upon expiration of the initial term of this Agreement or any subsequent renewal period, this Agreement shall be automatically renewed for an additional one (1) year period unless terminated by either

party by giving written notice to the other at least thirty (30) days prior to the end of the initial term or such subsequent renewal period.

**B.** Without limitation or waiver of any of **COMPANY's** rights elsewhere set forth in this Contract, **COMPANY** reserves the right, with or without cause, to stop the Work of **CONTRACTOR** and/or its subcontractors at any time and in addition thereto to immediately terminate this Contract without liability, except to pay, pro rata, for Work already performed, without any extra costs to **COMPANY** for dismantling or removal charges or to cancel this Contract in its entirety prior to the commencement of any Work hereunder without liability except for any actual expenses incurred in preparation specifically for work under this Contract.

**C.** Either party hereto may terminate this Agreement upon the occurrence of any material breach, including any breach of obligations in Section 2, by the other party by giving written notice of such breach to the breaching party. This Agreement will terminate ten (10) calendar days after receipt of such notice unless the breaching party has cured such breach within such ten (10) calendar day period and promptly notifies the non-breaching party thereof. Upon any termination, **COMPANY** shall compensate **CONTRACTOR** for all Work performed in accordance with this Agreement prior to termination. All obligations arising prior to termination and all rights and obligations of the parties pursuant to Sections 7 and 21 shall survive any termination of this Agreement.

#### **18. FORCE MAJEURE:**

Neither party shall be liable for delays caused by unforeseen conditions beyond such party's reasonable control, including strikes, provided notice thereof is given to the other party as soon as practicable but no later than 48 hours after the start of the event causing the delay. All such conditions preventing performance shall be remedied as soon as possible, except that the settlement of strikes shall be at the discretion of the party so affected. **COMPANY** reserves the right to terminate this Contract should such delays, in **COMPANY's** sole judgment adversely affect **COMPANY**, time being of the essence to this Contract. Nothing contained in this paragraph shall excuse or delay the payment of any money obligation.

#### **19. NOTICE:**

All notices hereunder shall be deemed given if delivered in writing personally or sent by certified mail, electronic transmission, telephone facsimile or telex to **COMPANY** or to **CONTRACTOR** at the address set forth in this Contract. Any notice given by certified mail shall be deemed given at the time such notice is deposited in the U.S. mail.

#### **20. NON-WAIVER:**

Waiver of any breach or failure to enforce any of the terms or conditions of this Contract at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Contract. Course of conduct or failure to enforce shall not constitute a waiver of any written provisions of this contract.

#### **21. CONFIDENTIALITY:**

**A.** This Contract, the work to be performed, drawings, designs, specifications and price shall be deemed confidential and shall not be revealed by **CONTRACTOR** to any third party not necessary for the completion of the work unless permission is first obtained in writing from

**COMPANY**. **COMPANY** shall own all rights title and interest in and to all drawings, specifications, reports, information, data and other work products furnished to **COMPANY** herein by **CONTRACTOR** ("Work Product") and all copyrights in the Work Product which shall be considered as works made for hire.

B. In connection with the Work, **CONTRACTOR** may receive confidential, proprietary information used in **COMPANY**'s operations. **CONTRACTOR** agrees to maintain in confidence all such information received directly or indirectly from **COMPANY**, not to disclose such information to any third party without **COMPANY**'s prior written consent, and to use such information only for performance of the Work as required under this Agreement. **CONTRACTOR** shall restrict access to such information to those of its employees and subcontractors who have a reasonable need for such information in carrying out their respective duties on behalf of **CONTRACTOR** pursuant to this Agreement and who have agreed in writing to maintain such information in confidence.

C. **CONTRACTOR** may not make copies of any such confidential or proprietary information without **COMPANY**'s prior consent and shall return all confidential proprietary information, reports, drawings, plans and other documents, including all copies thereof to **COMPANY** upon request.

## 22. SEVERABILITY:

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

## 23. WARRANTY:

A **CONTRACTOR** shall diligently and carefully perform all Work required, in a good and workmanlike manner, and if permitted to subcontract, shall be fully responsible for all Work and services performed and materials provided by subcontractors. **COMPANY** reserves the right to approve or reject any subcontractor. **CONTRACTOR** shall assume all duties under this Contract as an independent **CONTRACTOR**, and shall not be deemed for any purpose to be an agent, servant or representative of **COMPANY**. **COMPANY** shall have no direct control of **CONTRACTOR**, its agents or subcontractors in the performance of the Work. Nothing contained herein shall be construed to be inconsistent with such independent **CONTRACTOR** relationship.

B. **CONTRACTOR** warrants and represents that it has the necessary equipment and the necessary trained, experienced, and skilled personnel to respond to perform the Work in a good and workmanlike manner consistent with the highest standards of performance in the hazardous materials emergency response business and that all Work will be performed using personnel, subcontractors, tools, materials and equipment qualified and suitable to do the Work. Details of equipment capabilities and personnel are set out in Schedule B to this agreement.

C. **CONTRACTOR** warrants and represents that it will use its best efforts under the circumstances then existing including emergency response services being rendered to others to

meet response times as identified by **COMPANY**'s representative at the time of request for service. Provide, however, that **CONTRACTOR** shall not be liable or responsible in any manner whatsoever for any loss, cost, damage, expense, penalty or liability of **COMPANY** for any nature whatsoever as a result of **CONTRACTOR**'s failure to meet such response times.

D. **CONTRACTOR** warrants and represents that it will use its best professional judgment and use its best level of effort consistent with professional standards in performing the Work and shall use its best efforts in meeting **COMPANY**'s stated objectives at the Site.

E. **CONTRACTOR** warrants and represents that it shall perform the Work in accordance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the following as appropriate:

- (i) The Oil Pollution Act of 1990 and regulations and applicable guidelines promulgated thereunder,
- (ii) The National and Area Contingency Plans,
- (iii) The hazardous waste requirements under the Resource Conservation and Recovery Act concerning the generation, transportation and disposal of hazardous waste,
- (iv) The Occupational Safety and Health Administration standards with respect to oil and hazardous waste operations and emergency response, and
- (v) The Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act and regulations promulgated thereunder.

E. **CONTRACTOR** warrants and represents that while performing Work on **COMPANY**'s premises, it will comply with **COMPANY**'s rules provided to it in the performance of the Work with respect to health, safety, environment and security.

F. **CONTRACTOR** warrants and represents that it shall immediately notify **COMPANY** of the following:

- (i) All government request or demands to conduct an inspection at the Site,
- (ii) All notices of violation of any law, regulation, permit, or license related to the Work,
- (iii) Proceedings that are or have been commenced which could lead or have lead to revocation of permits or licenses which relate to the Work, and
- (iv) Equipment, materials, tools, practices, or procedures used in the Work that are not in compliance with applicable laws, regulations, ordinances, permits, or licenses.

**24. COMPANY AS EMPLOYER UNDER LOUISIANA LAW:**

When Louisiana law is the law governing this Agreement, **COMPANY** shall be recognized as the statutory employer of employees of **CONTRACTOR** and its subcontractors, if any, while such employees are providing services to **COMPANY** under this Agreement. 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 and LA. Rev. Stat. 23:1061, and is not intended to create an employee/employer relationship for any other purpose.

**25. Survivorship:**

The following provisions of this Agreement shall survive its termination 2, 3, 4, 7, 8, 9, 10, 12, 13, 14, 15, 20, 22.

**26. MINORITY SUPPLIER/SUBCONTRACTOR ENTERPRISES:**

It is **COMPANY's** policy that minority owned business enterprises should have the maximum opportunity to participate in the performance of its Agreements. **CONTRACTOR** shall use its best efforts to further this policy by awarding subcontracts to minority owned business enterprises or by using such enterprises to provide goods and work incidental to this Agreement. Upon request, **COMPANY** can assist **CONTRACTOR** in developing a, minority supplier/subcontractor program and in identifying qualified minority owned businesses. **CONTRACTOR** shall furnish appropriate information about its minority supplier/subcontractor program upon request of **COMPANY**, including the identities of such enterprises and amounts involved.

**27. Instructions to CONTRACTOR:**

**CONTRACTOR** agrees to perform the Work described above under the terms and conditions set forth in this agreement. **CONTRACTOR** shall sign the original Contract in the space provided in the left hand corner below and return original to the **COMPANY**. **IN THE EVENT CONTRACTOR COMMENCES ANY WORK PRIOR TO SIGNING THIS CONTRACT, CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

**Please return to:**

Attn: Contract Administrator  
801 Warrenville Road 7<sup>th</sup>. Floor  
Lisle, Illinois 60532

**Mail all invoices to:**

**VARIOUS, TO BE DETEREMED BY THE FACILITY OR LOCATION REQUIRING SERVICES**

In Witness Whereof, the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

**ENVIRONMENTAL SAFETY AND HEALTH CONSULTING SERVICES, INC.**

**ATLANTIC RICHFIELD COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print Name: Anne H. Eames

Title: \_\_\_\_\_

Title: US Logistics and Pipeline Procurement Manager

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

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

**SCHEDULE A**  
**COMPANY FACILITIES**

**SCHEDULE A**  
**BP EMERGENCY RESPONSE LOCATIONS**

<b>CITY</b>	<b>STATE</b>	<b>TYPE</b>
Birmingham	AL	TERMINAL
Mobile (MARINE)	AL	TERMINAL
Montgomery	AL	TERMINAL
Phoenix	AZ	TERMINAL
Carson Crude	CA	TERMINAL
Carson Crude	CA	TERMINAL
Colton	CA	TERMINAL
Long Beach (East Hynes)	CA	TERMINAL
Pipeline Oil Movement	CA	TERMINAL
Richmond (MARINE)	CA	TERMINAL
Sacramento	CA	TERMINAL
San Jose	CA	TERMINAL
Stockton	CA	TERMINAL
Vinvale	CA	TERMINAL
Denver	CO	TERMINAL
Jacksonville (MARINE)	FL	TERMINAL
Orlando	FL	TERMINAL
Port Everg.(MARINE)	FL	TERMINAL
Tampa (MARINE)	FL	TERMINAL
Albany	GA	TERMINAL
Americus	GA	TERMINAL
Athens	GA	TERMINAL
Atlanta	GA	TERMINAL
Bainbridge	GA	TERMINAL
Doravill I	GA	TERMINAL
Doravill II	GA	TERMINAL
Griffin	GA	TERMINAL
Macon	GA	TERMINAL
North Augusta	GA	TERMINAL
Rome	GA	TERMINAL
S. E. Terminal Company	GA	TERMINAL
San Diego	GA	TERMINAL
Bettendorf	IA	TERMINAL
Cedar Rapids	IA	TERMINAL
Council Bluffs	IA	TERMINAL
Des Moines	IA	TERMINAL
Dubugue	IA	TERMINAL
Ottumwa	IA	TERMINAL
Chicago (MARINE)	IL	TERMINAL
O Hare	IL	TERMINAL
Rochelle	IL	TERMINAL
Wood River (MARINE)	IL	TERMINAL

Indianapolis	IN	TERMINAL
Lafayette	IN	TERMINAL
South Bend	IN	TERMINAL
Whiting	IN	TERMINAL
Louisville (MARINE)	KY	TERMINAL
Curtis Bay (MARINE)	MD	TERMINAL
Cheboygan (MARINE)	MI	TERMINAL
Dearborn	MI	TERMINAL
Jackson	MI	TERMINAL
River Rouge	MI	TERMINAL
Spring Valley	MN	TERMINAL
Twin Cities	MN	TERMINAL
Sugar Creek	MO	TERMINAL
Collins	MS	TERMINAL
Meridian	MS	TERMINAL
Charlotte	NC	TERMINAL
Greensboro	NC	TERMINAL
Selma	NC	TERMINAL
Carteret (MARINE)	NJ	TERMINAL
Las Vegas	NV	TERMINAL
Brooklyn (MARINE)	NY	TERMINAL
Lawrence	NY	TERMINAL
Canton	OH	TERMINAL
Cincinnati (NON MARINE USCG REG.)	OH	TERMINAL
Cleveland	OH	TERMINAL
Columbus	OH	TERMINAL
Dayton	OH	TERMINAL
Lorain	OH	TERMINAL
Niles	OH	TERMINAL
Sciotoville (MARINE)	OH	TERMINAL
Tiffin	OH	TERMINAL
Toledo	OH	TERMINAL
Portland (MARINE)	OR	TERMINAL
Coraopolis	PA	TERMINAL
Greensboro	PA	TERMINAL
Philadelphia	PA	TERMINAL
Belton	SC	TERMINAL
Spartanburg	SC	TERMINAL
Knoxville	TN	TERMINAL
Lookout Mtn.	TN	TERMINAL
Memphis	TN	TERMINAL
Nashville	TN	TERMINAL
Fairfax	VA	TERMINAL
Richmond	VA	TERMINAL
Roanoke	VA	TERMINAL
Seattle (MARINE)	WA	TERMINAL
Milwaukee	WI	TERMINAL

**SCHEDULE B**

**CONTRACTOR'S EQUIPMENT LIST BY CONTRACTOR LOCATION**

**SCHEDULE C**  
**CONTRACTOR'S LABOR RATES**



**Emergency Response Service Agreement (ERSA) DRAFT 11-19-03**

**Business Unit Name**  
26-676 (APL-12-02)

**Order Number BP OSRO 2003-020**  
**This order number must appear on all invoices**  
STANDARD DATA REVISION 2-20-03

Date November 19, 2003

Garner Environmental Services, Inc.  
1717 W. 13<sup>th</sup>. Street  
Deer Park , TX 77536-1200

Hereinafter referred to as "**CONTRACTOR**"

ATTENTION: Otis Chambers

Atlantic Richfield Company , hereinafter referred to as **COMPANY**, desires to have the "Work" described below performed in a safe manner, free of accidents, and in accordance with the terms and conditions set forth in this agreement. **CONTRACTOR** is to furnish all labor, equipment, and materials required for the Work except such labor, equipment, and materials as may be specifically stated herein as to be furnished by **COMPANY**. All work and materials shall be of the very best quality, first-class in every particular and shall be subject to inspection and acceptance by **COMPANY**. Any inspection and acceptance by **COMPANY** shall not constitute a waiver of any of its rights hereunder.

**Premises/Location:** Various locations designated by COMPANY

**Account Number:** Various **Commodity Code:** \_\_\_\_\_

### 1. DESCRIPTION OF WORK TO BE PERFORMED:

WHEREAS, **COMPANY**'s business involves the manufacture, marketing, handling, transportation, and storage of crude oil, petroleum products, chemicals, and other hazardous materials (hereinafter collectively referred to as "Oil and/or Hazardous Materials") which may result in conditions necessitating emergency response when inadvertently released into the environment, and

WHEREAS, **CONTRACTOR** is engaged in the business of providing emergency response services with respect to releases into the environment of Oil and/or Hazardous Materials.

A. This contract is issued to cover Emergency Response Services as requested by **COMPANY** beginning "Enter start date of ERSA". Work to be performed hereafter shall be authorized by **COMPANY** either by letter of release or work order or **COMPANY** shall be entitled to request **CONTRACTOR**'s emergency response services upon giving notice by telephone 24 hours per day, seven (7) days per week by calling **800.424.1716**. At such time the **COMPANY** representative making the call shall furnish to **CONTRACTOR** the name and title of the caller, the location of the site

needing emergency response services (hereinafter referred to as the "Site"), the Oil and/or Hazardous Materials involved, if known, and other relevant facts relating to the situation then known to the caller. **COMPANY** may use **CONTRACTOR**'s or any other person's emergency response services for a particular site or geographical area, and nothing herein shall be construed to grant **CONTRACTOR** an exclusive right to perform such services for **COMPANY**.

B. **CONTRACTOR** shall use its best efforts to provide to **COMPANY** upon **COMPANY**'s request emergency response services that may include, but are not limited to, containment, removal, neutralization, decontamination, recovery, cleanup, repackaging, and transportation of Oil and/or Hazardous Materials. **CONTRACTOR** shall use its best efforts to render emergency response services to **COMPANY** locations including, but not limited to, the **COMPANY** facilities described in **Schedule A** to this agreement. **CONTRACTOR** response equipment includes, but is not limited to, that listed in **Schedule B**. **CONTRACTOR** will maintain a daily work sheet identifying, by hour, the personnel and equipment performing work under this contract. This form will be approved by **COMPANY** representative daily, and a copy retained by **COMPANY** representative. Upon completion of the job, or as directed by **COMPANY**, **CONTRACTOR** shall submit an invoice, along with one copy of the daily work sheets to support the charges. **All invoices shall reference the above Order Number and Paykey Number (obtained from COMPANY) as referenced on the respective release. If the invoice is not submitted as required, COMPANY may return the invoice to the sender, payment may be delayed, and COMPANY will not reimburse CONTRACTOR for late fees.**

C. **CONTRACTOR must have on file with COMPANY, CONTRACTOR's Substance Abuse Plan that complies with all the requirements of the Department of Transportation Regulations 49 CFR Parts 40 and 199. CONTRACTOR is responsible for insuring that subcontractor and subcontractor'S employees are in compliance with all the requirements of 49 CFR Parts 40 and 199. COMPANY reserves the right to audit the subcontractor's Substance Abuse Plan.**

D. Since a portion or all of **CONTRACTOR**'s work may involve an emergency response to a hazardous substance release. All employees and subcontractor employees provided by **CONTRACTOR** to respond to such a release, shall have the training required by the OSHA Standard on Hazardous Waste Operations and Emergency Response (29 CFR 1910.120) and such training shall be certified as required by that standard. **CONTRACTOR** shall promptly provide evidence of such training and certification to **COMPANY** upon request, if applicable.

E. Upon receiving a request for emergency response services from **COMPANY**, **CONTRACTOR** shall promptly inform the caller if it has the necessary personnel and equipment available to respond. Promptly upon a request for services, the **COMPANY** facility requesting such services shall verbally designate its authorized representative hereunder. Using its best efforts under the circumstances then existing, including emergency response services being rendered to others, **CONTRACTOR** shall promptly mobilize the necessary personnel and equipment and proceed to the Site as quickly as reasonably possible in an effort to meet any response time(s) as identified by **COMPANY**'s representative.

F. The parties recognize that at the commencement of emergency response services hereunder, the scope thereof may not be well defined. The parties agree that at the commencement of an emergency response services project that their respective representatives shall consult with each other to define the scope of the work to be performed and outline strategies and approaches to such work. If the parties later agree to modify materially the scope of the work or the strategies or approaches thereto, they shall within seven (7) days of such modification sign a written amendment to the purchase order described in Section 1 (G) hereof.

G. **COMPANY** shall promptly issue to **CONTRACTOR** a purchase order and PAYKEY describing the scope of the work to be performed (hereinafter referred to as the "Work") and designating the **COMPANY** and **CONTRACTOR** representatives authorized to act with respect to the Work. In the event of a conflict between the terms of such purchase order and the terms of this Agreement, the terms of this Agreement shall prevail.

## 2. CONTRACTOR'S RESPONSIBILITIES:

All work shall be performed according to the terms and conditions herein.

A. Prior to performing emergency response services, **CONTRACTOR** will conduct a site safety assessment and develop a site safety plan to include atmospheric monitoring and a determination as to the level of Personal Protective Equipment (PPE) to be worn. Furthermore the safety plan, atmospheric testing and use of PPE shall be discussed during the Pre-Entry meeting.

B. **CONTRACTOR** shall provide and be aware of the following requirements

- i. **CONTRACTOR** Benzene Notification
- ii. Hazwoper Notification
- iii. **COMPANY** Pipelines, NA's Fire Resistant Clothing Policy
- iv. Notice of Immigration Reform and Control Act of 1986
- v. **CONTRACTOR** Asbestos Notification
- vi. Material Safety Data Sheets (if applicable)

C. **CONTRACTOR** shall provide appropriately trained, competent, and appropriate supervision, labor, materials, tools, equipment, personal protective equipment, and subcontracted items necessary for the performance and completion of the Work in a safe, healthful, workmanlike, and efficient manner. **CONTRACTOR** recognizes that time is of the essence in the performance of the Work and shall proceed with its best efforts under the circumstances then existing.

D. **CONTRACTOR** shall at all times keep the Site free from the accumulation of debris and rubbish that may result from its performance of the Work. At the completion of the Work, **CONTRACTOR** shall promptly remove all of its tools, vehicles, equipment, machinery, surplus materials, debris, and rubbish from and around the Site.

E. **CONTRACTOR** shall take necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal, state, and local safety and health laws, rules, and regulations and while on **COMPANY** response premises, **CONTRACTOR** shall abide by all such **COMPANY** rules provided to it by **COMPANY**. **CONTRACTOR** shall erect and properly maintain as required by the conditions and progress of the Work, necessary safeguards for the protection of its employees. **CONTRACTOR** shall require all subcontractors hired or supervised by it to implement such precautions and safeguards and to comply with all such laws, rules, and regulations.

F. **CONTRACTOR** shall keep full and detailed records concerning personnel, labor, materials, tools, equipment, and subcontractors provided by it under this Agreement and all testing, sampling, and analytical services performed. All such records may be audited by **COMPANY** upon request and shall be available for inspection on 24-hour notice for a period of three (3) years after the Work has been completed or longer where required by law.

G. If **CONTRACTOR** removes Oil and/or Hazardous Materials or waste from the Site for disposal, recycling, or other disposition, **CONTRACTOR** shall prepare for **COMPANY**'s signature manifests or shipping papers in coordination with **COMPANY** and shall obtain **COMPANY**'s prior written approval of any treatment, storage, disposal, or recycling facility to which such Oil and/or hazardous Materials and/or wastes are to be sent.

H. If requested by **COMPANY**, **CONTRACTOR** shall act for **COMPANY** and assist **COMPANY** in obtaining the proper and necessary permits for the Work. All required environmental clean-up permits and manifests should be issued in **COMPANY**'s name.

I. If requested by **COMPANY**, **CONTRACTOR** will participate in emergency spill drills.

### 3. COMPANY RESPONSIBILITIES:

A. If requested by **CONTRACTOR**, **COMPANY** shall furnish to **CONTRACTOR** information on the Site to the extent known and available to **COMPANY** concerning physical characteristics, soil reports, subsurface investigations, utility and easement locations, and other similar reports or documents reasonably needed by **CONTRACTOR** to perform the Work. Where necessary **COMPANY** shall furnish information on any body of water or shoreline affected, including charts and maps.

B. **COMPANY** will provide to **CONTRACTOR**, (or arrange to have provided to the **CONTRACTOR** where **COMPANY** does not own or operate the Site) its employees, and subcontractors access to the Site. If available, **COMPANY** may provide the following services at the site for **CONTRACTOR**'s use upon terms and conditions mutually agreed upon as evidenced by **COMPANY**'S purchase order: electrical power, potable water, telephones, storage for equipment, and access to the Site for vehicles and equipment.

### 4. PRICE AND TERMS OF PAYMENT:

A. **COMPANY** shall pay **CONTRACTOR** for the Work on a time and materials basis in accordance with the negotiated rates in **Schedule C**, which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items to **Schedule C**. Such additions shall be made by mutual written agreement.

B. Invoices for all work shall be issued monthly to the **COMPANY** facility that issued the purchase order under Section 1 (E) and shall include:

- (i) **COMPANY**'s purchase order number,
- (ii) **COMPANY**'s Paykey number,
- (iii) Copies of applicable subcontractors' requisitions,

- (iv) Description of personnel provided, their job titles, hours worked, and hourly rate,
- (v) Description of materials, equipment, and tools provided, the time they were used in the Work, and the rate therefor, and
- (vi) Other supporting details reasonably requested by **COMPANY**.

C. **COMPANY** shall pay all **CONTRACTOR**'s invoices within thirty (30) days of receipt thereof; provided, however, that if any such invoice does not include the information described in Section 4 (B), **COMPANY** shall promptly notify **CONTRACTOR** thereof, and **CONTRACTOR** shall promptly furnish said information. **COMPANY** shall then pay such invoice within thirty (30) days of receipt of such information.

D. Notwithstanding the foregoing, if **COMPANY** identifies an error, discrepancy, or dispute in any invoice, it shall promptly notify **CONTRACTOR** thereof. The parties will then endeavor to resolve any such error, discrepancy, or dispute promptly. If no resolution is made within this time frame, **COMPANY** may delete the disputed amount from the total invoice amount and pay the balance. The parties will then attempt to resolve the disputed amount with reasonable promptness.

E. **COMPANY** may, upon its request, audit any and all records of **CONTRACTOR** and any subcontractor relating to work performed and/or materials and/or services provided hereunder; provided, however, **CONTRACTOR** and subcontractor shall have the right to exclude any trade secrets, formulas, or work processes from such inspection. **CONTRACTOR** further agrees to maintain its books and records relating to work performed hereunder for a period of three (3) years from the date such work was completed or such materials and/or services were provided and to make such books and records available to **COMPANY** at any time or times within the three-year period.

F. Equipment rental charges shall be per the attached negotiated rates in **Schedule C** which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items or alter **Schedule C**. Such additions and alterations shall be made by mutual written agreement, or the revised rates shall be considered invalid and previous rates shall govern.

## 5. CONTRACTOR'S MINIMUM INSURANCE REQUIREMENTS:

**CONTRACTOR** shall maintain such minimum insurance, as indicated herein and shall contact Company should any of the listed insurances be cancelled or renewed. Furthermore **COMPANY** reserves the right to verify such insurance at any time during the term of this Agreement:

- A. Workman's Compensation and Employer's Liability Insurance which shall fully comply with the laws of the State where applicable, and any other applicable jurisdiction, and such policy shall contain the following endorsements covering:

1. United States Longshoreman's and Harbor Workers Compensation Act and as extended to Outer Continental Shelf Operations, if applicable to the Work to be performed herein by **CONTRACTOR**; and
  2. Endorsement covering Employer's Liability for Maritime operations with minimum limits of liability of \$3,000,000 for death or injury to each person per occurrence, if applicable to the Work to be performed herein by **CONTRACTOR**.
- B. Comprehensive General Liability Insurance with Contractual Coverage, properly endorsed, with limits of \$3,000,000 per person for deaths or injuries arising out of one accident; and Property Damage Insurance in an amount of \$5,000,000 aggregate for each accident, excluding environmental liability coverage, and, further, to cover marine operations, if applicable, including wreck removal.
- C. Automobile Liability Insurance with limits of \$3,000,000 per person for injuries or deaths arising out of one accident; and \$500,000 Property Damage arising out of one accident.
- D. Vessels Liability and Aircraft Liability, if applicable: All vessels owned, chartered, or operated by **CONTRACTOR** shall be covered with P&I Insurance and Hull Insurance, including wreck removal coverage. The Hull Insurance shall have limits not less than the full replacement value of the vessel. The P&I policy shall have limits equal to the replacement value of the vessel, or \$5,000,000, whichever is greater.
- E. Excess Liability policy may satisfy above limits for said Employer's Liability, Comprehensive General Liability, and Automobile Liability with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence.
- F. Pollution Liability Insurance with limits of \$1,000,000 per occurrence.

All of the above listed insurance policies shall be endorsed as follows:

"To eliminate controversies, expense and inconvenience, it is agreed that the underwriters, insurers, and insurance carriers, of **CONTRACTOR** shall not have any right of subrogation (equitable or by assignment, expressed or implied, loan receipt or otherwise) against **COMPANY**, or its insurers, and the right of subrogation is expressly waived."

Also, under items (B), (C), (D) and (E) above, **COMPANY** shall be named as additional insureds. **CONTRACTOR**'s insurance requirements shall be primary to any **COMPANY** insurance or self- retention.

## 6. GENERAL CONDITIONS:

This document together with any exhibits, specifications or drawings referred to herein shall constitute the entire Contract between the parties. **COMPANY** objects to and shall not be bound by any past or future terms and conditions or course of conduct not set forth herein, unless set forth in writing and signed by authorized representatives of **COMPANY** and **CONTRACTOR**. Any additional or inconsistent terms not so agreed by **COMPANY** and **CONTRACTOR** in writing shall be null and void. Acceptance of any purchase order, confirmation order, work order, invoice or other form shall not modify the terms of this Contract. No claims for changes or extras will be permitted for work or materials and no change in price shall be allowed unless approved in writing by **COMPANY** and **CONTRACTOR** in advance.

## **7. LIABILITY, INDEMNITY AND DAMAGES:**

### **7.1 Preexisting Conditions**

**COMPANY acknowledges that CONTRACTOR has neither created nor contributed to the creation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at the Site prior to the date on which the performance of the Services is commenced hereunder (collectively, "Preexisting Conditions"). Accordingly, COMPANY shall defend, protect, indemnify and hold CONTRACTOR, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising from or relating to Preexisting Conditions. COMPANY shall not be required to indemnify CONTRACTOR pursuant to this section for any liability resulting from CONTRACTOR's sole negligence or willful misconduct. CONTRACTOR shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant**

### **7.2a Other Liabilities**

**Except as expressly provided in Section 7.1 with respect to liability for Preexisting Conditions, CONTRACTOR shall defend, protect, indemnify and hold COMPANY, its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from the Services performed hereunder by CONTRACTOR or its employees, agents or subcontractors when due to contractors or its employees, agents or subcontractors negligence of willful misconduct. CONTRACTOR shall not be required to indemnify COMPANY pursuant to this section for any liability resulting from COMPANY'S sole negligence or willful misconduct. CONTRACTOR's indemnity shall not be limited by the amount of insurance required in Article 5 (Minimum Insurance Requirement) herein. COMPANY shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.**

### **7.2b Other Liabilities**

**Except as expressly provided in Section 7.1 with respect to liability for Preexisting Conditions, COMPANY shall defend, protect, indemnify and hold CONTRACTOR, its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from the Services performed hereunder by COMPANY its employees, agents or subcontractors when due to contractors or its employees, agents or subcontractors negligence of willful misconduct. COMPANY shall not be required to indemnify CONTRACTOR pursuant to this section for any liability resulting from CONTRACTOR'S sole negligence or willful misconduct. COMPANY'S indemnity shall not be limited by the amount of insurance required in Article 5 (Minimum Insurance Requirement) herein. CONTRACTOR shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.**

**7.3a Failure to Comply with Laws**

**CONTRACTOR shall defend, protect, indemnify and hold COMPANY, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from CONTRACTOR's failure to comply with any and all laws, ordinances, rules, regulations and orders, including those laws set forth in Article 15 (Compliance with Laws).**

**7.3b Failure to Comply with Laws**

**COMPANY shall defend, protect, indemnify and hold CONTRACTOR, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from COMPANY'S failure to comply with any and all laws, ordinances, rules, regulations and orders, including those laws set forth in Article 15 (Compliance with Laws).**

**7.4 Patent, Copyright and Trade Secret Indemnification**

**CONTRACTOR, and to the extent applicable, its subcontractors and suppliers shall protect, defend, indemnify and hold harmless COMPANY, and its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees against loss or damage arising out of any claim or suit for misappropriation of trade secret or for patent, copyright, or other proprietary right infringement arising out of, incident to, or in connection with (i) delivery of goods or performance of Services by CONTRACTOR, (ii) COMPANY's possession, use, or sale of goods, equipment, or materials furnished by CONTRACTOR, or (iii) COMPANY's production of copyrighted works incorporating or prepared according to documents or other tangible materials supplied by CONTRACTOR and COMPANY's possession, modification, use, sale, distribution, copying or licensing of such documents, materials or works, or (iv) COMPANY's manufacture, use or sale of goods, equipment or materials based on designs or methods contained in documents or other tangible materials supplied by CONTRACTOR. COMPANY shall promptly notify CONTRACTOR of any such claim or suit and afford CONTRACTOR an opportunity at CONTRACTOR's expense to undertake the defense of any such suit, provided that, at COMPANY'S election, COMPANY may join in such defense at its expense. If CONTRACTOR refuses or fails to defend such suit, CONTRACTOR shall reimburse COMPANY in full for COMPANY'S costs and expenses in the defense of such suit including attorneys' fees. CONTRACTOR shall pay promptly any judgments or decrees which may be entered against COMPANY in such suit, and in event of the grant of injunctive relief, CONTRACTOR shall provide non-violating information, goods, equipment, and/or material equal in value and efficiency and failing so to do, shall pay COMPANY all damages suffered by reason of such failure.**

**8. PAYMENT OF BILLS AND LIENS:**

**CONTRACTOR shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of this Contract. Before CONTRACTOR shall be entitled to receive payment, CONTRACTOR shall furnish evidence satisfactory to COMPANY of the full payment of any such indebtedness. If any lien shall attach to premises/location of COMPANY as a result of the Work performed, CONTRACTOR shall promptly procure its release and hold COMPANY harmless from all loss, cost, damage, or expense incidental thereto.**

**CONTRACTOR** hereby authorizes **COMPANY** to pay any such liens from any payments due **CONTRACTOR**. To the extent permitted by law, **CONTRACTOR** waives and hereby releases **COMPANY** and the premises/location of **COMPANY** from any and all liens accrued or accruing to it whatsoever and authorizes **COMPANY** to withhold payments due **CONTRACTOR** for the applicable statutory period to pay any liens arising from the Work for which **CONTRACTOR** has failed to provide evidence satisfactory to **COMPANY** of full payment of such indebtedness.

#### **9. TAXES:**

**CONTRACTOR** shall accept sole liability for, and pay, all taxes, assessments, excises, impositions, licenses and fees (including interest or penalties, if any) levied, assessed, or imposed upon or on account of the execution of the work under this Contract or its receipts therefrom or on the materials therefor or on the manufacture, storage, sale, receipts from sale, use, transportation, inspection, or delivery of the materials therefor under any federal, state or local law or laws. When required to do so by law, **COMPANY** shall have the right to withhold state taxes, and pay such taxes to the state, or to delay payment, up to the amount of the tax.

**CONTRACTOR** hereby accepts exclusive liability for withholding requirements, payroll taxes, Unemployment Taxes, Federal insurance Contributions Act Taxes and all state taxes relating to unemployment compensation laws as well as all interest and penalties provided for in such laws, or in any similar laws which may hereafter be enacted, with respect to the wages and salaries paid to **CONTRACTOR**'s employees for services rendered in connection with this Contract. This section applies to United States taxes only and in no way shall be construed to apply to the imposition of any foreign taxes, duties, fees or other assessments.

#### **10. ASSIGNMENT AND SUBCONTRACTORS:**

**CONTRACTOR** shall not enter into any subcontracts with respect to the Work nor enter into any contracts on behalf of **COMPANY** without **COMPANY**'s prior consent. **CONTRACTOR** shall not make any representations on behalf of **COMPANY** with respect to the Work and shall refer all inquiries from the media or governmental authorities with respect to the Work to **COMPANY**'s designated representative.

#### **11. DISPUTES:**

This Contract shall be construed in accordance with the laws of the United States and the state where **COMPANY**'s property is located and where the Work is to be performed, without regard to such state's conflicts of law rule. **CONTRACTOR** and **COMPANY** agree that all litigation between the parties arising out of this Contract shall be tried in such state. The parties further agree that before any such litigation is filed, a good faith effort shall be made to resolve any such disputes by authorized officers or representatives of the parties on a without prejudice basis.

#### **12. CONFLICT OF INTEREST:**

**CONTRACTOR** warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value in connection with this Contract and acknowledges that the giving or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of **COMPANY**'s corporate policy and may result in the cancellation of this and all future contracts. **CONTRACTOR** shall notify

**COMPANY's** security department of any such solicitation by any of **COMPANY's** employees or agents.

### 13. COMPLIANCE WITH LAWS:

All merchandise furnished and/or work performed under this Contract shall be furnished or performed in full and complete compliance with all applicable federal, state, and local laws and regulations including without limitation the Federal Clean Air Act, Clean Water Act, Toxic Substances Control Act, Safe Drinking Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Fair Labor Standards Act and the standards set forth in NFPA 471 and all applicable federal, state, and local equal employment laws and regulations. **CONTRACTOR** agrees that the clauses identified below are herein incorporated by reference to the extent they are required by law to be so incorporated:

(1) Applicable regulations found in 41 CFR Chapter 60 issued pursuant to Executive Order 11246 (Equal Employment Opportunity), Vietnam Era Veterans Readjustment Assistance Act of 1972, Rehabilitation Act of 1973; (2) Section 1-1310-2 of the Federal Procurement Regulations relating to Minority Business Enterprises; (3) 40 CFR Part 15, requiring compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; and (4) any other applicable federal regulation adopted pursuant to applicable laws.

### 14. SAFETY PROVISIONS:

It is the essence of this Contract that all work to be performed by **CONTRACTOR** shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, **CONTRACTOR** shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the work to be performed hereunder, which rules and procedures as a minimum shall be the equivalent of or exceed applicable **COMPANY** safety and health rules, a copy of which **CONTRACTOR** acknowledges it has previously received. All work performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970, as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by **COMPANY** to **CONTRACTOR** for the benefit of **CONTRACTOR's** employees or those of its subcontractors shall be at the sole risk and liability of **CONTRACTOR** to make sure that such equipment is fit for the use intended and is in proper working order. **CONTRACTOR AGREES TO INDEMNIFY (INCLUDING ATTORNEYS' FEES), DEFEND, AND SAVE HARMLESS COMPANY FROM ANY AND ALL CLAIMS OF CONTRACTOR, SUBCONTRACTORS, AND THEIR EMPLOYEES ARISING OUT OF THE USE OF ANY EQUIPMENT FURNISHED BY COMPANY OR ADVICE GIVEN BY COMPANY RELATING TO SUCH EQUIPMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IT BEING UNDERSTOOD THAT COMPANY SHALL NOT BE LIABLE UNDER LAW, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. CONTRACTOR** shall maintain a drug and alcohol free workforce at all times while on **COMPANY's** premises/location, and shall for itself and its subcontractors as a minimum comply with **COMPANY's** **CONTRACTOR** Substance Abuse Policy which is incorporated by reference. Upon **COMPANY** request, **CONTRACTOR** shall provide **COMPANY** with a copy of all accident reports prepared by or submitted to **CONTRACTOR**, including all OSHA illness and injury reports. **CONTRACTOR** agrees to fully cooperate with

**COMPANY** regarding the investigation of any injuries, deaths, property damage or any possible safety violation related in any way to work performed under this Agreement.

#### **15. TERM AND TERMINATION:**

**A.** The term of this Agreement shall begin on the date set forth above and, unless terminated in accordance with the provisions set forth herein, shall continue for a period of one (1) year. Upon expiration of the initial term of this Agreement or any subsequent renewal period, this Agreement shall be automatically renewed for an additional one (1) year period unless terminated by either party by giving written notice to the other at least thirty (30) days prior to the end of the initial term or such subsequent renewal period.

**B.** Without limitation or waiver of any of **COMPANY's** rights elsewhere set forth in this Contract, **COMPANY** reserves the right, with or without cause, to stop the Work of **CONTRACTOR** and/or its subcontractors at any time and in addition thereto to immediately terminate this Contract without liability, except to pay, pro rata, for Work already performed, without any extra costs to **COMPANY** for dismantling or removal charges or to cancel this Contract in its entirety prior to the commencement of any Work hereunder without liability except for any actual expenses incurred in preparation specifically for work under this Contract.

**C.** Either party hereto may terminate this Agreement upon the occurrence of any material breach, including any breach of obligations in Section 2, by the other party by giving written notice of such breach to the breaching party. This Agreement will terminate ten (10) calendar days after receipt of such notice unless the breaching party has cured such breach within such ten (10) calendar day period and promptly notifies the non-breaching party thereof. Upon any termination, **COMPANY** shall compensate **CONTRACTOR** for all Work performed in accordance with this Agreement prior to termination. All obligations arising prior to termination and all rights and obligations of the parties pursuant to Sections 7 and 21 shall survive any termination of this Agreement.

#### **16. FORCE MAJEURE:**

Neither party shall be liable for delays caused by unforeseen conditions beyond such party's reasonable control, including strikes, provided notice thereof is given to the other party as soon as practicable but no later than 48 hours after the start of the event causing the delay. All such conditions preventing performance shall be remedied as soon as possible, except that the settlement of strikes shall be at the discretion of the party so affected. **COMPANY** reserves the right to terminate this Contract should such delays, in **COMPANY's** sole judgment adversely affect **COMPANY**, time being of the essence to this Contract. Nothing contained in this paragraph shall excuse or delay the payment of any money obligation.

#### **17. NOTICE:**

All notices hereunder shall be deemed given if delivered in writing personally or sent by certified mail, electronic transmission, telephone facsimile or telex to **COMPANY** or to **CONTRACTOR** at the address set forth in this Contract. Any notice given by certified mail shall be deemed given at the time such notice is deposited in the U.S. mail.

**18. NON-WAIVER:**

Waiver of any breach or failure to enforce any of the terms or conditions of this Contract at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Contract. Course of conduct or failure to enforce shall not constitute a waiver of any written provisions of this contract.

**19. CONFIDENTIALITY:**

A. This Contract, the work to be performed, drawings, designs, specifications and price shall be deemed confidential and shall not be revealed by **CONTRACTOR** to any third party not necessary for the completion of the work unless permission is first obtained in writing from **COMPANY**. **COMPANY** shall own all rights title and interest in and to all drawings, specifications, reports, information, data and other work products furnished to **COMPANY** herein by **CONTRACTOR** ("Work Product") and all copyrights in the Work Product which shall be considered as works made for hire.

B. In connection with the Work, **CONTRACTOR** may receive confidential, proprietary information used in **COMPANY**'s operations. **CONTRACTOR** agrees to maintain in confidence all such information received directly or indirectly from **COMPANY**, not to disclose such information to any third party without **COMPANY**'s prior written consent, and to use such information only for performance of the Work as required under this Agreement. **CONTRACTOR** shall restrict access to such information to those of its employees and subcontractors who have a reasonable need for such information in carrying out their respective duties on behalf of **CONTRACTOR** pursuant to this Agreement and who have agreed in writing to maintain such information in confidence.

C. **CONTRACTOR** may not make copies of any such confidential or proprietary information without **COMPANY**'s prior consent and shall return all confidential proprietary information, reports, drawings, plans and other documents, including all copies thereof to **COMPANY** upon request.

**20. SEVERABILITY:**

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

**21. WARRANTY:**

A **CONTRACTOR** shall diligently and carefully perform all Work required, in a good and workmanlike manner, and if permitted to subcontract, shall be fully responsible for all Work and services performed and materials provided by subcontractors. **COMPANY** reserves the right to approve or reject any subcontractor. **CONTRACTOR** shall assume all duties under this Contract as an independent **CONTRACTOR**, and shall not be deemed for any purpose to be an agent, servant or representative of **COMPANY**. **COMPANY** shall have no direct control of **CONTRACTOR**, its agents or subcontractors in the performance of the Work. Nothing contained herein shall be construed to be inconsistent with such independent **CONTRACTOR** relationship.

B. **CONTRACTOR** warrants and represents that it has the necessary equipment and the necessary trained, experienced, and skilled personnel to respond to perform the Work in a good and workmanlike manner consistent with the highest standards of performance in the hazardous materials emergency response business and that all Work will be performed using personnel, subcontractors, tools, materials and equipment qualified and suitable to do the Work. Details of equipment capabilities and personnel are set out in Schedule B to this agreement.

C. **CONTRACTOR** warrants and represents that it will use its best efforts under the circumstances then existing including emergency response services being rendered to others to meet response times as identified by **COMPANY**'s representative at the time of request for service. **CONTRACTOR** shall not be liable or responsible in any manner whatsoever for any loss, cost, damage, consequential or punitive damages, expense, penalty or liability of **COMPANY** for any nature whatsoever as a result of **CONTRACTOR**'s failure to meet such response times.

D. **CONTRACTOR** warrants and represents that it will use its best professional judgment and use its best level of effort consistent with professional standards in performing the Work and shall use its best efforts in meeting **COMPANY**'s stated objectives at the Site.

E. **CONTRACTOR** warrants and represents that it shall perform the Work in accordance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the following as appropriate:

- (i) The Oil Pollution Act of 1990 and regulations and applicable guidelines promulgated thereunder,
- (ii) The National and Area Contingency Plans,
- (iii) The hazardous waste requirements under the Resource Conservation and Recovery Act concerning the generation, transportation and disposal of hazardous waste,
- (iv) The Occupational Safety and Health Administration standards with respect to oil and hazardous waste operations and emergency response, and
- (v) The Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act and regulations promulgated thereunder.

E. **CONTRACTOR** warrants and represents that while performing Work on **COMPANY**'s premises, it will comply with **COMPANY**'s rules provided to it in the performance of the Work with respect to health, safety, environment and security.

F. **CONTRACTOR** warrants and represents that it shall immediately notify **COMPANY** of the following:

- (i) All government request or demands to conduct an inspection at the Site,
- (ii) All notices of violation of any law, regulation, permit, or license related to the Work,

- (iii) Proceedings that are or have been commenced which could lead or have lead to revocation of permits or licenses which relate to the Work, and
- (iv) Equipment, materials, tools, practices, or procedures used in the Work that are not in compliance with applicable laws, regulations, ordinances, permits, or licenses.

## **22. COMPANY AS EMPLOYER UNDER LOUISIANA LAW:**

When Louisiana law is the law governing this Agreement, **COMPANY** shall be recognized as the statutory employer of employees of **CONTRACTOR** and its subcontractors, if any, while such employees are providing services to **COMPANY** under this Agreement. 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 and LA. Rev. Stat. 23:1061, and is not intended to create an employee/employer relationship for any other purpose.

## **23. Survivorship:**

The following provisions of this Agreement shall survive it's termination 2, 3, 4, 7, 8, 9, 10, 12, 13, 14, 15, 20, 22.

## **24. MINORITY SUPPLIER/SUBCONTRACTOR ENTERPRISES:**

It is **COMPANY's** policy that minority owned business enterprises should have the maximum opportunity to participate in the performance of its Agreements. **CONTRACTOR** shall use its best efforts to further this policy by awarding subcontracts to minority owned business enterprises or by using such enterprises to provide goods and work incidental to this Agreement. Upon request, **COMPANY** can assist **CONTRACTOR** in developing a, minority supplier/subcontractor program and in identifying qualified minority owned businesses. **CONTRACTOR** shall furnish appropriate information about its minority supplier/subcontractor program upon request of **COMPANY**, including the identities of such enterprises and amounts involved.

## **25. Instructions to CONTRACTOR:**

**CONTRACTOR** agrees to perform the Work described above under the terms and conditions set forth in this agreement. **CONTRACTOR** shall sign the original Contract in the space provided in the left hand corner below and return original to the **COMPANY**. **IN THE EVENT CONTRACTOR COMMENCES ANY WORK PRIOR TO SIGNING THIS CONTRACT, CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

### **Please return to:**

Attn: Contract Administrator  
801 Warrenville Road 7<sup>th</sup>. Floor  
Lisle, Illinois 60532

### **Mail all invoices to:**

**VARIOUS, TO BE DETEREMED BY THE  
FACILITY OR LOCATION REQUIRING  
SERVICES**

In Witness Whereof, the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

**GARNER ENVIRONMENTAL  
SERVICES, INC.**

**ATLANTIC RICHFIELD COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Anne H. Eames

Print name: \_\_\_\_\_

Title: US Logistics and Pipeline Procurement  
Manager

Title: \_\_\_\_\_

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

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

**SCHEDULE A**  
**COMPANY FACILITIES**

**SCHEDULE A**  
**BP EMERGENCY RESPONSE LOCATIONS**

<b>CITY</b>	<b>STATE</b>	<b>TYPE</b>
Birmingham	AL	TERMINAL
Mobile (MARINE)	AL	TERMINAL
Montgomery	AL	TERMINAL
Phoenix	AZ	TERMINAL
Carson Crude	CA	TERMINAL
Carson Crude	CA	TERMINAL
Colton	CA	TERMINAL
Long Beach (East Hynes)	CA	TERMINAL
Pipeline Oil Movement	CA	TERMINAL
Richmond (MARINE)	CA	TERMINAL
Sacramento	CA	TERMINAL
San Jose	CA	TERMINAL
Stockton	CA	TERMINAL
Vinvale	CA	TERMINAL
Denver	CO	TERMINAL
Jacksonville (MARINE)	FL	TERMINAL
Orlando	FL	TERMINAL
Port Everg.(MARINE)	FL	TERMINAL
Tampa (MARINE)	FL	TERMINAL
Albany	GA	TERMINAL
Americus	GA	TERMINAL
Athens	GA	TERMINAL
Atlanta	GA	TERMINAL
Bainbridge	GA	TERMINAL
Doravill I	GA	TERMINAL
Doravill II	GA	TERMINAL
Griffin	GA	TERMINAL
Macon	GA	TERMINAL
North Augusta	GA	TERMINAL
Rome	GA	TERMINAL
S. E. Terminal Company	GA	TERMINAL
San Diego	GA	TERMINAL
Bettendorf	IA	TERMINAL
Cedar Rapids	IA	TERMINAL
Council Bluffs	IA	TERMINAL
Des Moines	IA	TERMINAL
Dubugue	IA	TERMINAL
Ottumwa	IA	TERMINAL
Chicago (MARINE)	IL	TERMINAL
O Hare	IL	TERMINAL
Rochelle	IL	TERMINAL
Wood River (MARINE)	IL	TERMINAL

Indianapolis	IN	TERMINAL
Lafayette	IN	TERMINAL
South Bend	IN	TERMINAL
Whiting	IN	TERMINAL
Louisville (MARINE)	KY	TERMINAL
Curtis Bay (MARINE)	MD	TERMINAL
Cheboygan (MARINE)	MI	TERMINAL
Dearborn	MI	TERMINAL
Jackson	MI	TERMINAL
River Rouge	MI	TERMINAL
Spring Valley	MN	TERMINAL
Twin Cities	MN	TERMINAL
Sugar Creek	MO	TERMINAL
Collins	MS	TERMINAL
Meridian	MS	TERMINAL
Charlotte	NC	TERMINAL
Greensboro	NC	TERMINAL
Selma	NC	TERMINAL
Carteret (MARINE)	NJ	TERMINAL
Las Vegas	NV	TERMINAL
Brooklyn (MARINE)	NY	TERMINAL
Lawrence	NY	TERMINAL
Canton	OH	TERMINAL
Cincinnati (NON MARINE USCG REG.)	OH	TERMINAL
Cleveland	OH	TERMINAL
Columbus	OH	TERMINAL
Dayton	OH	TERMINAL
Lorain	OH	TERMINAL
Niles	OH	TERMINAL
Sciotoville (MARINE)	OH	TERMINAL
Tiffin	OH	TERMINAL
Toledo	OH	TERMINAL
Portland (MARINE)	OR	TERMINAL
Coraopolis	PA	TERMINAL
Greensboro	PA	TERMINAL
Philadelphia	PA	TERMINAL
Belton	SC	TERMINAL
Spartanburg	SC	TERMINAL
Knoxville	TN	TERMINAL
Lookout Mtn.	TN	TERMINAL
Memphis	TN	TERMINAL
Nashville	TN	TERMINAL
Fairfax	VA	TERMINAL
Richmond	VA	TERMINAL
Roanoke	VA	TERMINAL
Seattle (MARINE)	WA	TERMINAL
Milwaukee	WI	TERMINAL

**SCHEDULE B**

**CONTRACTOR'S EQUIPMENT LIST BY CONTRACTOR LOCATION**

**SCHEDULE C**

**CONTRACTOR'S LABOR EQUIPMENT AND THIRD PARTY RATES**



**22. COMPANY AS EMPLOYER UNDER LOUISIANA LAW:**

When Louisiana law is the law governing this Agreement, COMPANY shall be recognized as the statutory employer of employees of CONTRACTOR and its subcontractors, if any, while such employees are providing services to COMPANY under this Agreement. 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 and LA. Rev. Stat. 23:1061, and is not intended to create an employee/employer relationship for any other purpose.

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**Please return to:**

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801 Warrenville Road 7<sup>th</sup>. Floor  
Lisle, Illinois 60532

**Mail all invoices to:**

**VARIOUS, TO BE DETEREMED BY THE FACILITY OR LOCATION REQUIRING SERVICES**

In Witness Whereof, the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

**GARNER ENVIRONMENTAL SERVICES, INC.**

By: *OTIS CHAMBERS*

Print name: OTIS CHAMBERS

Title: EXECUTIVE VICE PRESIDENT

Date: 12-1-03

**ATLANTIC RICHFIELD COMPANY**

By: *Anne Eames*

Print Name: Anne H. Eames

Title: US Logistics and Pipeline Procurement Manager

Date: 12-12-03

**MARINE SPILL RESPONSE CORPORATION  
SERVICE AGREEMENT**

**EXECUTION INSTRUMENT**

The MSRC SERVICE AGREEMENT attached hereto (together with this execution instrument, the "Agreement"), a standard form of agreement amended and restated as of September 27, 1996, is hereby entered into by and between

BP America, Inc.

\_\_\_\_\_  
[Name of COMPANY]

a \_\_\_\_\_  
Delaware Corporation

[Type of entity and place of organization]

with its principal offices located at 200 East Randolph Drive, Chicago, IL 60601

(the "COMPANY"), and MARINE SPILL RESPONSE CORPORATION, a nonprofit corporation organized under the laws of Tennessee ("MSRC"), and shall be identified as

SERVICE AGREEMENT No. 6MPA 130 [This is to be provided by MSRC.]

IN WITNESS WHEREOF, the parties hereto each have caused this Agreement to be duly executed and effective as of Sept. 26, 2000.

BP America, Inc.

\_\_\_\_\_  
[COMPANY]

By: \_\_\_\_\_

[signature]

John Ridgway

[print name]

Title: \_\_\_\_\_

Regional Manager

Address: \_\_\_\_\_

28100 Torch Parkway

Warrenville, IL 60555

Telephone: 630 836-6869 Fax: 630 836-6987

**MARINE SPILL RESPONSE CORPORATION:**

By: \_\_\_\_\_

Judith A. Roos

Judith A. Roos  
Marketing & Customer Service Manager

455 Spring Park Place, Suite 200

Herndon, Virginia 20170

703/326-5617; Fax: 703/326-5660

MARINE SPILL RESPONSE CORPORATION  
SERVICE AGREEMENT

STANDARD FORM OF SERVICE AGREEMENT

amended and restated as of September 27, 1996

between

the COMPANY

and

MARINE SPILL RESPONSE CORPORATION

a Tennessee nonprofit corporation

**MARINE SPILL RESPONSE CORPORATION  
SERVICE AGREEMENT**

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**LIST OF SCHEDULES**

<b>Schedule</b>	<b>Description (Date of Last Revision)</b>
Schedule 1	Defined Terms (9/27/96)
Schedule 2	Financial Responsibility (3/21/97)
Schedule 3	Resources and Rates (Parts I & II - (9/27/96). Part III - 1/1/97)
Schedule 4	Acceptable Responder Immunity States (8/15/97)
Schedule 5	Form of Contractor Indemnification Agreement (Schedule 5 - 9/27/96; Schedule 5A - 7/1/97)
Schedule 6	List of MSRC Integral Subcontractor Service Categories and Indemnified Integral Subcontractors (11/28/94)
Schedule 7	MSRC Insurance Coverage (7/29/96)
Schedule 8	List of P&I Clubs (11/28/94)
Schedule 9	Arbitration Provisions (9/27/96)

July 1, 1997

**MARINE SPILL RESPONSE  
CORPORATION  
SERVICE AGREEMENT**

**STANDARD FORM OF  
AGREEMENT**

*Parties and Background*

This is a **SERVICE AGREEMENT** with attached signature pages (the "Agreement") between the **COMPANY** and **MARINE SPILL RESPONSE CORPORATION**, a nonprofit corporation organized under the laws of Tennessee ("**MSRC**").

For convenience and simplicity, as between the **COMPANY** and Covered Entity (if any), references to the party for performance are made to a "Covered Entity," but the **COMPANY** can exercise the rights and will guarantee the performance of a Covered Entity as set forth more fully in this Agreement.

In consideration of the promises and the mutual covenants of this Agreement, **MSRC** and the **COMPANY** agree as follows:

*Articles*  
**ARTICLE I CALLOUT**

**1.01. Call-Out of Resources**

**1.01(a). Alert.** A Covered Entity may alert **MSRC** of the possibility of a call-out under this Agreement. Upon receipt of an alert **MSRC** will review its readiness to respond in the event of a call-out under Section 1.01(b). Such alert does not (i) obligate the Covered Entity to pay **MSRC**'s rates or any costs incurred by **MSRC**, (ii) obligate **MSRC** to Mobilize any Resources, or (iii) give the Covered Entity any rights to obtain any particular Resources, unless and until **MSRC** is called out in accordance with this Agreement.

**1.01(b). Call Out Process.** An Authorized Representative, or an individual **MSRC** reasonably believes is acting on behalf of a Covered Entity, may obtain and

**MSRC** will provide any of the Resources available under this Agreement by calling an **MSRC** response manager through one of the telephone call-out numbers provided by **MSRC** from time to time by notice to the **COMPANY**. This Initial Callout Notice shall consist of a specific request for desired Resources to be provided from the list on Schedule 3 (or as otherwise made available by **MSRC** at the time of callout), in consultation with one of **MSRC**'s response managers. The Authorized Representative or the Incident Commander of a Covered Entity may add to or discontinue use of any Resources, in consultation with **MSRC**'s response manager, at any time. The Covered Entity and **MSRC** will document the Resources requested and provided. If **MSRC** Subcontractors are required to provide the requested Resources, **MSRC** will call out and supervise those **MSRC** Subcontractors, unless and until other arrangements are made as described in Section 3.04. Part II of Schedule 3 contains the special terms and conditions and call out procedures for **MSRC** support for transfer operations requiring "Average Most Probable Discharge" response capability under OPA.

**1.02. Response to Non-Covered Vessels and Facilities and Other Sources.** If **MSRC** is called to respond to a Vessel or Facility or other source of a Discharge for which the **COMPANY** has not demonstrated financial responsibility in accordance with Schedule 2 (including a Vessel or Facility for which **MSRC** is not cited in OPA Response Plans as a spill response contractor), the **COMPANY** must promptly furnish evidence of financial responsibility under Schedule 2 for that Vessel or Facility or source of Discharge.

**1.03. Mobilizing MSRC Response Resources.** As soon as practicable under the circumstances after **MSRC** receives an Initial Call-Out Notice or subsequent change to a request, **MSRC** will Mobilize the requested Resources including **MSRC** Subcontractors.

**ARTICLE II. CAPABILITIES**

**2.01. Resource Availability.** Except as otherwise directed by governmental

authorities, agreed by mutual consent or as described below, Resources are provided to the **COMPANY** and others on a first-come/first-served basis. Any of the Resources can be requested for any Spill Event, subject to the following restrictions and qualifications, as applicable:

**2.01(a). Oil Spill Event outside MSRC's Operational Area.** For an Oil Spill Event occurring within U.S. Jurisdictional Waters but outside the Operational Area, MSRC will not provide any Resources whose movement is prohibited by law or order of the applicable Governmental Body, or if such movement would invalidate any Response Plan within the Operational Area. In such event, MSRC will coordinate with the Covered Entity to seek a waiver of any such prohibition, order or invalidation from the applicable Governmental Body in order to remove this restriction.

**2.01(b). Responder Immunity.** If at any time Responder Immunity is not available for a Spill Event, MSRC may withdraw, or decline to provide, MSRC Response Personnel or any Resources requiring such MSRC Response Personnel, unless other arrangements acceptable to MSRC in its sole discretion are made to offset any additional legal and financial risk that may result.

**2.01(c). Discharges of substances other than Oil or Discharges outside U.S. Jurisdictional Waters.** MSRC may offer from time to time to provide Resources under this Agreement to Spill Events involving substances other than Oil (including Hazardous Substances) or Spill Events outside U.S. Jurisdictional Waters as permitted and in accordance with MSRC's policies and procedures adopted from time to time. Any additional or different terms and conditions applicable to the provision of Resources for such non-Oil and non-U.S. Spill Events will be set forth in an addendum to this Agreement executed by MSRC and the **COMPANY** in advance or at the time of callout for the Spill Event.

**2.01(d). Conflicting Requests.** If the Covered Entity and some other person with whom MSRC has a contract both desire the same Resources or otherwise have conflicting requests, MSRC will immediately notify and consult with each of the respective incident commanders regarding the conflict. MSRC will continue to follow a first-come/first-served approach unless and until it receives timely non-conflicting directions from the incident commanders to redirect Resources or activities. If, after such notice and consultation the conflicting parties still do not agree, MSRC will follow the relevant FOISC(s)' non-conflicting directions, if any.

**2.02. Changes in Resources Offered.** MSRC will periodically update Schedule 3 to reflect changes in the Resources offered under this Agreement, and will give prompt notice to the **COMPANY** in advance where practicable of any significant reduction in response capability.

## **ARTICLE III ROLES AND PROCEDURES FOR RESPONSE PERFORMANCE**

### **3.01 Responsibilities of the COMPANY and Covered Entity**

**3.01(a) General Management and Overall Direction.** Subject to the power and authority of Governmental Bodies, the Covered Entity will provide general management and overall direction and control of all Response Activities under this Agreement. The Covered Entity shall designate an Incident Commander, who shall be in frequent communication with MSRC while MSRC is providing Resources under this Agreement. The designated Incident Commander will advise MSRC in writing of any non-apparent limitations and restrictions on the authority of the Covered Entity's employees, contractors, and agents to authorize and direct Response Activities of MSRC and MSRC Subcontractors. The Incident Commander will also advise MSRC of any directions or pertinent concerns of Governmental Bodies or the Unified

Command that affect, or that may reasonably be expected to affect, any Resources or activities under this Agreement. All activities of MSRC under this Section 3.01(a) will be subject to the overall direction and control of the Covered Entity.

**3.01(b) Care of Resources.** The Covered Entity will use its best efforts to operate, maintain, and store any MSRC Response Equipment provided without associated MSRC Response Personnel in a careful and proper manner under the circumstances and in accordance with applicable law.

### **3.02 Responsibilities of MSRC**

**3.02(a) Operational Supervision.** MSRC will, within the limits of its available resources, at the Covered Entity's cost and expense, and in accordance with applicable law, provide operational supervision and coordination (i) for Resources, including any MSRC Subcontractor called out by MSRC prior to assignment under Section 3.04, and (ii) upon request of the Covered Entity, for any subcontractors called out by or assigned to the Covered Entity. Such supervision shall be in accordance with and subject to the overall direction and control of the Covered Entity's Incident Commander, as described in Section 3.01(a).

**3.02(b) Initial Coordination and Communication.** MSRC will, upon request, provide an on-scene point of coordination and communication between the Covered Entity and the FOSC and other response officials until the first to occur of: (i) 24 hours after initial callout; or (ii) the Covered Entity's response management team (as contemplated by 33 CFR 155.1035(d)) arrives on-scene and assumes direct management and control.

**3.02(c) Governmental Directions.** MSRC will immediately notify the Covered Entity's Incident Commander of any directions MSRC receives from any Governmental Body which MSRC believes may conflict with previous guidance or

direction MSRC may have received from the Covered Entity. If the FOSC or SOSC gives directions to MSRC and MSRC does not receive timely directions from the Incident Commander, MSRC will follow those FOSC or SOSC directions. In any event, MSRC will immediately act on directions from any Governmental Body that relate to personnel safety, alleged violations of law or regulations, immediate endangerment of public health or the environment, or directions that constitute an order or command of a Governmental Body with apparent legal authority. MSRC will notify the Incident Commander of those directions and immediate actions as soon as practicable under the circumstances.

**3.03. Response Methods.** The Covered Entity will use its best efforts to direct Response Activities, and MSRC will provide Resources, in a manner that will (i) comply with all applicable law and (ii) maintain the applicable Responder Immunity of MSRC and MSRC Integral Subcontractors. Subject to the provisions of Section 3.02(c), MSRC will commit only those resources as are reasonably necessary to carry out the Response Activities or response objectives that MSRC has been directed or authorized by the Covered Entity, an Authorized Representative, or Incident Commander to carry out, unless a specific resource(s) is requested by any one of the above-named entity or Persons.

**3.04 Covered Entity Directions.** When MSRC follows directions pursuant to the procedures of Section 3.02, those directions will be deemed to have been provided by the Covered Entity unless and until further or alternative directions are provided in accordance with the terms of this Agreement by the Covered Entity, its Authorized Representative, or Incident Commander.

**3.05 Subcontractors.** MSRC will retain MSRC Subcontractors under terms and conditions agreeable to the MSRC Subcontractors and MSRC. MSRC will provide to a Covered Entity, on request, a

copy of MSRC's contract with any MSRC Subcontractor (except for MSRC Integral Subcontractors). Upon request by a Covered Entity and consent of the MSRC Subcontractor, MSRC will assign the rights and obligations of MSRC under the subcontractor contract with respect to that Spill Event to the Covered Entity (except for MSRC Integral Subcontractors whose contracts are not assignable). Unless the Covered Entity directs otherwise, MSRC generally will provide, at the Covered Entity's expense in accordance with Schedule 3, support services necessary to sustain and support ongoing response operations of MSRC and MSRC Subcontractors, including food service, lodging, local transportation, safety and medical support, and other support for personnel, and fuel, docking, garage, hangar and similar support services for vessels, aircraft, and vehicles. However, the Covered Entity must provide such support services if the response occurs outside MSRC's Operational Area and MSRC does not have preexisting arrangements for such support services.

### **3.06 Safety**

**3.06(a) MSRC and its Subcontractors.** MSRC will observe and require its employees and MSRC Subcontractors to observe relevant safety laws and regulations and applicable MSRC safety policies and procedures. While on a Covered Entity's facilities or vessels, MSRC will comply and require its employees and MSRC Subcontractors to comply with the Covered Entity's specific instructions concerning safety policies and procedures provided to them by the Covered Entity. MSRC will report and require its employees and MSRC Subcontractors to report to the Covered Entity as promptly as practicable any accidents associated with the Resources resulting in or that reasonably could have resulted in serious personal injury, death, or material property damage or loss. At the completion of the applicable Response Activities by MSRC but in any event within the time required by law, MSRC will provide to the Covered Entity all

Occupational Safety and Health Act (OSHA) injury and illness reports involving MSRC employees provided under this Agreement.

**3.06(b) Covered Entity and its subcontractors.** The Covered Entity will observe and require its employees and subcontractors to observe relevant safety laws and regulations and applicable Covered Entity safety policies and procedures. While on MSRC's facilities or vessels, the Covered Entity will comply and require its employees and contractors to comply with MSRC's specific instructions concerning safety policies and procedures provided to them by MSRC. The Covered Entity will report and require its employees and subcontractors to report to MSRC as promptly as practicable any accidents associated with the Resources resulting in or that reasonably could have resulted in serious personal injury, death, or material property damage or loss. At the completion of the Response Activities by MSRC but in any event within the time required by law, the Covered Entity will provide to MSRC all OSHA injury or illness reports relating to the employees of the Covered Entity suffering injury or illness while on MSRC's facilities or vessels.

**3.06(c) Reasonable Interpretation.** The obligations of MSRC and Covered Entity under this Section 3.06 are not intended to hold the parties to a standard that would be unreasonable under the actual conditions of a particular Discharge or threat of Discharge and the inherent difficulties and danger of emergency response. All MSRC and Covered Entity actions carried out consistently with the directions of the FOSC or SOSC, or with approval of applicable safety officials, will be deemed to be in compliance with this Section 3.06.

### **3. 07. Recovered Product or Waste.**

**3.07(a) Definitions.** For purposes of this section:

(i) "Management" means generation, recovery, transportation, storage, treatment,

handling, disposal, disposition, possession, control, operation, ownership, importation, or exportation.

(ii) "Recovered Product or Waste" means contained or recovered Oil, oily waste, Hazardous Substances, or mixtures thereof, including contaminated properties.

(iii) "Charges" means license fees, import or export duties, tariffs, taxes, tipping fees or other costs or charges imposed by any Governmental Body with respect to Recovered Product or Waste.

**3.07(b) Allocation of Responsibility.** As between MSRC and the Covered Entity, the Covered Entity bears all risk, liability, and responsibility for and will perform or otherwise satisfy all duties and obligations and pay all Charges associated with the Management of Recovered Product or Waste.

**3.07(c) Covered Entity's Responsibilities.** The Covered Entity will promptly provide to MSRC:

(i) the necessary documentation for MSRC to deliver Recovered Product or Waste for transportation by others to the selected facilities;

(ii) appropriate instructions (orally and promptly confirmed in writing) for the Management of Recovered Product or Waste;

(iii) access to facilities, vessels or other receptacles for receipt or disposal of Recovered Product or Waste.

**3.07(d) MSRC Actions.** If the Covered Entity fails to meet any of its obligations in (a) or (b) within a reasonable time after request by MSRC, MSRC can:

(i) discontinue operations that depend on the Covered Entity's actions: or

(ii) make the appropriate arrangements for Management of Recovered Product or Waste in the name, on behalf, and at the sole cost and expense of, the Covered Entity.

**3.08. Information Coordination and Control.** Except as provided below or as otherwise directed or permitted by the Covered Entity, MSRC will maintain as confidential all information that (i) MSRC obtains from any Covered Entity, MSRC Subcontractor or other subcontractor participating in the Spill Event on behalf of the Covered Entity and (ii) the Covered Entity reasonably designates as confidential. MSRC will coordinate all media and public responses by MSRC with the Covered Entity, in advance of the responses if feasible. The Covered Entity may provide MSRC with a Public Information Plan ("PIP") that identifies the Covered Entity's specific processes, policies, and guidelines with respect to interaction with the public and the media, which the Covered Entity may amend or supplement from time to time. MSRC will follow those policies and guidelines and may reference that guidance in responding to any media inquiries. If the Covered Entity has not provided MSRC with a PIP, MSRC will handle inquiries using its judgment considering MSRC's view of the overall best interests of the Covered Entity, restricting its remarks to factual information about the activities of MSRC and MSRC Subcontractors. In any event, MSRC's officers also may respond to unsolicited inquiries by giving factual information about the activities of MSRC and MSRC Subcontractors, but will avoid speculation or expression of opinion about the Spill Event or the conduct of the Covered Entity in response to the Spill Event.

#### **ARTICLE IV. LIMITS ON WHAT IS OFFERED**

**4.01. Excluded Services.** MSRC's services do not include: (1) Disposal of waste, including recovered Oil, oily waste, and any Hazardous Substances; (2) Source control; (3) Wreck removal; (4) Natural resource damage assessment; (5) Third-party damage claims evaluation or adjustment; (6) Acting as Incident Commander for the Covered Entity; (7) Development or preparation of Response Plans; or (8)

shoreline remediation performed in conjunction with the Natural Resource Trustees to restore the shoreline to its pre-spill condition, rather than as part of the cleaning process carried out under the oversight of the FOSC. However, if MSRC becomes involved in any of these activities, these activities will be governed by the terms and conditions of this Agreement.

**4.02. Limits on Use by Covered Entity.** The Resources provided under this Agreement will be used only for the Spill Event or exercise for which they were requested.

**4.03. Personnel with Equipment.** The Covered Entity may obtain the requested MSRC Response Equipment with or without MSRC Response Personnel, at the option of the Covered Entity. However, if MSRC reasonably believes, under the circumstances of a given event or request, that MSRC Response Personnel are required to ensure proper care, operation, and maintenance of certain MSRC Response Equipment as indicated in Schedule 3, MSRC may require that the MSRC Response Equipment be obtained only with the appropriate MSRC Response Personnel.

**4.04. Acknowledgment of Representations and Conditions.** The Initial Call-Out Notice will constitute an acknowledgment to MSRC that:

**4.04(a). Representations and Warranties True and Correct.** To the best actual knowledge of the COMPANY, each of the representations and warranties of the COMPANY set forth in Section 8.01 is true and correct in all material respects at the time of the Initial Call-Out Notice.

**4.04(b). Conditions to Response Satisfied.** The Covered Entity has made a good faith determination (based on the information reasonably available to the Covered Entity at the time) that the Spill Event meets or will meet each of the applicable restrictions or qualifications under Article II relating to the requested Resources,

and the following criteria:

- (i) No Event of Default exists at the time of the Initial Call-Out Notice;
- (ii) For response in U.S. Jurisdictional Waters to a Discharge or threat of Discharge that equals or exceeds 1200 barrels, the FOSC is either Directing or monitoring the Response Activities at the Discharge or threat of Discharge where the Resources are to be deployed; and
- (iii) The Covered Entity will be able to take, on a timely basis, all actions required in Article VII.

## **ARTICLE V. TERMINATION or SUSPENSION OF RESOURCES**

**5. 01. Suspension of MSRC's Obligation to Provide Resources.** MSRC may suspend its obligation to provide Resources in whole or in part under this Agreement for a Spill Event upon written notice to the Covered Entity if and to the extent MSRC reasonably determines such suspension is necessary to protect MSRC's material interests as a result of the occurrence and continuation of any of the following:

- (a) a Covered Entity instructs MSRC to act under this Agreement in a manner which would be illegal, unsafe, or in violation of or breach this Agreement in any material respect,
- (b) a Force Majeure Event,
- (c) the unavailability of Responder Immunity,
- (d) the unavailability of subcontractors essential to enable MSRC to provide requested Resources, or
- (e) the existence of other similar circumstances beyond MSRC's reasonable control that materially adversely affect MSRC's ability to perform as contemplated under this Agreement and that MSRC is unable with reasonable diligence to timely

resolve or overcome.

MSRC's suspension under this Section 5.01 of its obligation to provide specific Resources will not affect MSRC's obligation to provide any other Resources. To the maximum extent practicable, except as otherwise provided in Section 11.01, MSRC will provide the notice of suspension at least three (3) days' prior to the effective date of such suspension.

**5.02. Return of Resources.** The Covered Entity will return all Resources upon completion of the response or earlier as required under this Agreement (i.e., upon an Event of Default or other termination). If the Covered Entity does not return any Resource when required, MSRC may demand and take immediate lawful possession of the Resource by any lawful means, wherever it may be found, even if it is not in the Covered Entity's possession.

## ARTICLE VI. RESPONSE PREPARATION

### 6.01. Readiness and Response Certification

MSRC's Oil Spill Removal Organization ("OSRO") Classification RRI lists MSRC Response Personnel and MSRC Response Equipment that are available as Resources. MSRC has obtained and will maintain contractor USCG classification as a Class B, C, D, and E OSRO for Rivers/ Canals Environments, Inland Environments, and Oceans Environments (as defined by the USCG at the time of execution of this Agreement) for the capabilities described in its OSRO Classification RRI throughout the Operational Area. MSRC's OSRO Classification RRI is available from MSRC upon request. Upon the Covered Entity's request, MSRC also will arrange, as set forth in and in accordance with the requirements of Part II of Schedule 3, for Resources on a standby basis to provide the coverage required under OPA for "Average Most Probable Discharge."

### 6.02. Exercises and Response Plan Development by Covered Entity.

**6.02(a). Exercises.** If Resources are available, a Covered Entity may obtain MSRC's participation in exercises in accordance with the payment terms in Part III of Schedule 3.

**6.02(b). Response Plan Development.** Each Covered Entity will have the sole responsibility for the content, accuracy, and adequacy of its Response Plans. A Covered Entity may name MSRC in any Response Plan as a contracted resource in MSRC's Operational Area for a Covered Facility or Covered Vessel (named in the most current list provided under Section 6.03) only for those capabilities under Section 6.01 and only for an Oil Spill Event under the conditions described in Section 2.01, as applicable.

MSRC may not be named, without MSRC's prior written consent, as a primary response contractor for any location outside the Operational Area, or as a "non-cascadable resource" in any location (meaning where MSRC Response Equipment would be restricted as to location rather than available for cascading to other locations).

MSRC may notify applicable Governmental Bodies periodically of the (i) names of the Covered Entities entitled to name MSRC in their Response Plans, and (ii) the capabilities available under this Agreement for which MSRC may be cited and the terms, conditions, and limitations of this Agreement. MSRC will provide a copy of any notice to a Governmental Body promptly to the COMPANY.

MSRC will not give advice on or approve the adequacy of any Response Plans. MSRC will provide, at the Covered Entity's request, information about the Resources to assist the Covered Entity in citing MSRC capabilities in its Response Plans. The Covered Entity is required to provide MSRC with a copy of each State Response Plan filed

by the Covered Entity with any Governmental Body which requires, as indicated in Schedule 4, by law or regulation that response contractors act consistently with Response Plans as a matter of law or as a condition to Responder Immunity. MSRC has no obligation to review any Response Plan, and MSRC is not responsible for any descriptions of MSRC that do not conform to the requirements of this Agreement.

**6.03. Operations and Authorized Representative.**

Upon the COMPANY's execution of this Agreement and from time to time afterwards, the COMPANY will provide MSRC with an accurate list of all Covered Entities and their addresses, and all Covered Facilities and Covered Vessels of each Covered Entity that intend to identify Resources in their Response Plans. Upon the COMPANY's execution of this Agreement and from time to time afterwards, each Covered Entity also will provide MSRC with a current list of Authorized Representatives for that Covered Entity, their addresses, and telephone and telecopy numbers. MSRC may periodically provide to the COMPANY MSRC's current list of Covered Entities, Covered Facilities and Covered Vessels, and Authorized Representatives, which the COMPANY will review, correct, and return promptly to MSRC.

**ARTICLE VII. COMPENSATION AND PAYMENT**

**7.01. Compensation and Payment.**

The Covered Entity will pay MSRC for Resources provided under this Agreement in accordance with the rates and terms in Part III of Schedule 3, as amended from time to time by MSRC upon sixty (60) days' prior written notice to the COMPANY, and as provided in this Section 7.01.

**7.01(a) Invoicing.** MSRC will invoice the Covered Entity at the address provided by the Covered Entity for Resources provided under this Agreement periodically as appropriate under the circumstances. In

addition, MSRC will provide to the Covered Entity periodically MSRC's good faith estimate of the total costs (including demobilization costs) of Resources being provided for a Spill Event under this Agreement.

**7.01(b) Invoice Disputes.** The Covered Entity will notify MSRC promptly and in reasonable detail of any objection by the Covered Entity to any item or statement on an invoice or the sufficiency of any supporting documentation. Any disputes that cannot be resolved by mutual agreement will be resolved by arbitration pursuant to Article X. The Covered Entity may withhold payment of any amount reasonably disputed by the Covered Entity, subject to MSRC's rights under Section 7.01(c) below to require payment security. The payment of any invoiced amounts will not prejudice the Covered Entity's right, within one year following the date of invoice, to object to or question any invoiced amount. Any disputed amount shall accrue interest at the rate specified in Part III of Schedule 3 from the due date until paid to MSRC or refunded to the Covered Entity. If a dispute is resolved in favor of MSRC and the Covered Entity has withheld payment of the disputed amount, the Covered Entity will promptly pay to MSRC the disputed amount plus interest. If a dispute is resolved in favor of the Covered Entity and the Covered Entity has previously paid the disputed amount to MSRC, MSRC will promptly refund to the Covered Entity the disputed amount plus interest.

**7.01(c) Payment.** The Covered Entity will pay invoiced amounts by wire transfer of immediately available funds to an account designated by MSRC within ten (10) Business Days after presentment of the invoice. If at any time MSRC reasonably believes that it is at risk of not receiving payment in the amount and within the time required by this Agreement, MSRC may require the Covered Entity to provide a cash deposit, a parent guaranty or insurance letter of undertaking, or other form of payment security reasonably acceptable to MSRC in

an amount equal to all invoiced amounts due but unpaid plus MSRC's good faith estimate of the total cost of Resources for the following fourteen (14) days of Response Activities, including demobilization costs, as a condition to MSRC providing or continuing to provide Resources.

**7.02. Return of MSRC Response Equipment.** The Covered Entity will arrange and pay for cleaning, repairing, and replacing, as necessary, all MSRC Response Equipment provided under this Agreement so that the equipment is free of Oil and Hazardous Substances and in as good a condition, operating order, and repair as when initially provided by MSRC, except for ordinary wear and tear. If practicable, the Covered Entity will arrange for the cleaning of the MSRC Response Equipment within the Response Area. MSRC may clean and repair or replace the MSRC Response Equipment at the Covered Entity's expense if the Covered Entity fails to timely perform its obligations under this Section 7.02 or upon agreement between the Covered Entity and MSRC in other circumstances as appropriate.

**7.03 Audit.** The Covered Entity, or any firm of auditors designated by the Covered Entity, will have reasonable access to and the right to reproduce the Records necessary to verify the accuracy of MSRC's invoices, at times and under circumstances mutually acceptable to the Covered Entity and MSRC and at the Covered Entity's expense.

## **ARTICLE VIII. REPRESENTATIONS, WARRANTIES, AND GENERAL TERMS AND CONDITIONS**

**8.01. Representations and Warranties.** The COMPANY and MSRC each agree to give the other party written notice promptly if that party obtains actual knowledge that any representation or warranty made by that party in this Article VIII proves to be untrue or incorrect in any material respect. The COMPANY and MSRC each hereby represents and warrants

about itself to the other at all times during the term of this Agreement as follows:

**8. 01(a). Validity and Enforceability.** This Agreement has been duly executed and delivered by and to the COMPANY and MSRC, respectively, and constitutes a valid and binding obligation of the COMPANY and MSRC, respectively, enforceable against each in accordance with the Agreement's terms except as limited by applicable bankruptcy, insolvency, liquidation, rehabilitation, reorganization, or similar laws of general application relating to or affecting the rights and remedies of creditors or by general equitable principles.

**8. 01(b). Capacity and Authority.** Each of the COMPANY and MSRC, respectively, has full capacity and authority under law to contract with the other and to perform its respective obligations under this Agreement.

**8. 01(c). No Restrictions.** The execution, delivery, and, to the best of the actual knowledge of the executive officers of the COMPANY, performance by the COMPANY of its obligations and the consummation by the COMPANY of the Agreement's transactions will not violate any provision of any COMPANY charter or organizational documents and will not violate any statute, law, or regulation of any jurisdiction existing as of this date where that violation would have a material adverse effect on the ability of the COMPANY to fulfill its obligations under this Agreement.

The execution, delivery, and, to the best of the actual knowledge of the executive officers of MSRC, performance by MSRC of its obligations and the consummation by MSRC of the Agreement's transactions will not violate any provision of any charter or organizational documents of MSRC and will not violate any statute, law, or regulation of any jurisdiction existing as of this date where that violation would have a material adverse effect on the ability of MSRC to fulfill its obligations under this Agreement.

**8. 01(d). Due Organization.** The COMPANY is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized. MSRC is a duly organized nonprofit corporation, validly existing and in good standing under the laws of Tennessee, and is duly qualified as a foreign corporation in all jurisdictions where the property owned or business transacted by it makes that qualification necessary.

**8. 01(e). Financial Responsibility.** The COMPANY is in compliance with all of its obligations under Section 9.05.

**8. 01(f). MPA Membership.** Either the COMPANY is an MPA Member in good standing or the COMPANY is an affiliate of an MPA Member in good standing entitled to the benefits of membership in MPA pursuant to the MPA By-Laws.

**8. 02. Independent Clean-up Operations.** The Covered Entity may obtain services, equipment, and personnel to substitute for or supplement the Resources available under this Agreement, at the Covered Entity's sole direction, cost, and expense.

**8. 03. MSRC Employees.** The Covered Entity may not select, discharge, or, except as required under Sections 3.01(a) and 3.06, control MSRC's employees, servants, or representatives. MSRC will not employ any Person under eighteen (18) years old to perform potentially dangerous Response Activities under this Agreement. Upon the reasonable request of the Covered Entity, MSRC will remove an employee of MSRC or an MSRC Integral Subcontractor from Response Activities under this Agreement. MSRC will implement and maintain a drug and alcohol policy for MSRC in compliance with the law of the jurisdiction where MSRC personnel are stationed permanently. MSRC will provide a copy of its drug and alcohol policy to the COMPANY upon request.

**8. 04. Compliance with Certain Executive Orders.** To the extent that

there is a final, non-appealable order stating that any Executive Orders relating to Government subcontractors apply to MSRC because of the contractual relationship between MSRC and the COMPANY, MSRC will comply with that final order. MSRC will not discriminate unlawfully in its hiring practices on the basis of race, religion, color, national origin, age, sex, mental or physical handicap, or veteran status.

**8. 05. Compliance with the Law for Subcontractors.** MSRC will include in its contracts with MSRC Subcontractors a provision requiring those subcontractors to abide by and observe all applicable Federal, state, and local laws, rules, and regulations.

**8. 06. Taxes.** MSRC will pay all valid taxes and fees owed due to providing MSRC Response Equipment or MSRC Response Personnel under this Agreement. The Covered Entity will reimburse MSRC for any taxes paid by MSRC that are directly attributable to Resources provided under this Agreement. MSRC will cooperate with the directions of the Covered Entity to take all reasonable actions, at the cost and expense of the Covered Entity, to contest any taxes reimbursable by the Covered Entity.

**8. 07. Maintenance of Records.** MSRC will maintain for three (3) years (or longer as required by law) all Records acquired or produced by MSRC in connection with providing Resources under this Agreement. MSRC will continue to maintain Records beyond that three (3) year period upon the Covered Entity's agreement to pay all costs of doing so.

## ARTICLE IX. ALLOCATION OF RISKS

**9. 01. Standard of MSRC Performance.** The parties agree that the standard governing each of MSRC's obligations under this Agreement will be to use commercially reasonable efforts consistent with applicable spill response industry practices considering available

information and available resources under circumstances, conditions (including weather and sea conditions), and factors existing at any relevant time. MSRC will provide Resources requested by a Covered Entity pursuant to this Agreement in a manner that attempts to mitigate, remove, or clean up the applicable Discharge as effectively as practicable under existing circumstances.

Subject only to the first paragraph of this Section and Section 8.01, MSRC EXPRESSLY DISCLAIMS AND EXCLUDES, AND THE COMPANY ACKNOWLEDGES AND AGREES (ON BEHALF OF ITSELF AND EACH COVERED ENTITY), TO THIS DISCLAIMER AND EXCLUSION AND WAIVES (ON BEHALF OF ITSELF AND EACH COVERED ENTITY). ALL WARRANTIES, STANDARDS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY RESOURCES.

#### **9.02. MSRC Status and Employees.**

Notwithstanding the Covered Entity's right to direct Resources under this Agreement, MSRC will be and will remain an independent contractor acting under the direction of the Covered Entity at all times during its provision of Resources under this Agreement. The parties do not intend this Agreement to create any other relationship between MSRC and the COMPANY or any Covered Entity, including that of master/servant, employer/employee, partners, or joint venturers.

#### **9.03. INDEMNIFICATION AND EXCLUSIVE REMEDY.**

##### **9.03(a) Nature of Relationship.**

MSRC and the COMPANY recognize and agree that, in connection with providing the Resources under this Agreement and in furtherance of the express public policy goals underlying OPA and other laws to facilitate

prompt and effective response to Spill Events: (a) MSRC is a nonprofit and tax-exempt corporation providing services to promote the welfare of the public; (b) any Resources provided under this Agreement are for the sole benefit of the COMPANY or the Covered Entity; (c) the extraordinary and emergency nature of providing Resources may require actions by MSRC and MSRC Integral Subcontractors that may give rise to a variety of Claims; (d) MSRC has based the charges for and availability of the Resources to be provided under this Agreement on the premise that the COMPANY, or anyone asserting rights on its behalf, will not challenge MSRC's right to be indemnified as provided in this Section 9.03. Accordingly, MSRC and the COMPANY fully understand and recognize and agree that the nature of the Resources to be provided under the terms set forth in this Agreement make it appropriate, equitable and essential to provide for the allocation of the risks and liabilities, limitation of remedies, and the indemnification of MSRC and the MSRC Integral Subcontractors as set forth in this Section 9.03.

**THE COMPANY EXPRESSLY RECOGNIZES AND ACCEPTS ITS OBLIGATIONS ARISING UNDER SECTION 12.08 FOR INDEMNIFICATION AS SET FORTH IN THIS SECTION 9.03.**

##### **9.03(b) COVER**

**INDEMNIFICATION.** SUBJECT TO THE PROVISIONS OF SECTIONS 9.03(d) AND (e) BELOW, IT IS AGREED THAT THE COVERED ENTITY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AND EACH OF THEM, AGAINST AND FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES OF ANY SUCH INDEMNITEES RELATED TO ANY CLAIM ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH, MSRC'S PERFORMANCE OF OR ALLEGED FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AS A RESULT OF A SPILL

EVENT WHERE THE INDEMNITEE DEMONSTRATES THAT THE COMPANY, OR ANY APPLICABLE COVERED ENTITY, COULD HAVE BEEN LIABLE IF SUED DIRECTLY OR DID OR DOES HAVE A LIABILITY FOR OR WITH RESPECT TO SUCH CLAIM UNDER OPA OR ANY OTHER APPLICABLE FOREIGN, FEDERAL, STATE OR LOCAL LAW (WHETHER STATUTORY OR COMMON) AND IRRESPECTIVE AS TO WHETHER SUCH LIABILITY WOULD BE CONSIDERED DIRECT, INDIRECT, CONCURRENT, JOINT, PRIMARY, SECONDARY, VICARIOUS OR DERIVATIVE OF THE LIABILITY OF ANY INDEMNITEE WITH RESPECT TO SUCH CLAIM. IF THE COVERED ENTITY PROVIDING AN INITIAL CALL-OUT NOTICE IS NOT THE "RESPONSIBLE PARTY" FOR THE APPLICABLE DISCHARGE AS DEFINED IN OPA, THE LIABILITY OF THE COVERED ENTITY FOR THE PURPOSES OF THIS SECTION 9.03(b) SHALL INCLUDE THE LIABILITY OF SUCH "RESPONSIBLE PARTY".

**9.03(c) INDEMNIFIED CLAIMS.** UNLESS OTHERWISE SPECIFICALLY EXCLUDED BY SECTION 9.03(d), THE OBLIGATIONS OF THE COVERED ENTITY UNDER SECTION 9.03(b) SHALL INCLUDE, WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF, OR IN ANY MANNER DIRECTLY OR INDIRECTLY CONNECTED WITH, THE FOLLOWING:

- (i) THE PROVISION, MOBILIZATION, DEPLOYMENT OR DEMOBILIZATION OF RESOURCES UNDER THIS AGREEMENT OR THE FAILURE TO PROVIDE, MOBILIZE, DEPLOY OR DEMOBILIZE SUCH RESOURCES;
- (ii) THE PERMANENT OR TEMPORARY TERMINATION OR SUSPENSION OF MSRC'S PERFORMANCE OF OR PROVISION OF RESOURCES OR THE TERMINATION OF THIS AGREEMENT BY MSRC. PROVIDED THAT SUCH

SUSPENSION OR TERMINATION IS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT;

(iii) THE ASSERTION OF RESPONDER IMMUNITY BY MSRC OR ANY OTHER PERSON:

(iv) THE NEGLIGENCE OF MSRC OR ANY INDEMNITEE, INCLUDING A NEGLIGENT DEFAULT OR BREACH BY MSRC OF ITS OBLIGATIONS UNDER THIS AGREEMENT;

(v) ANY CLAIM FOR PERSONAL INJURY OR WRONGFUL DEATH OF PERSONS WHO ARE EMPLOYEES OR INVITEES OF THE COMPANY, OR ANY COVERED ENTITY, ON THE VESSEL OR FACILITY THAT IS THE SOURCE OF THE SPILL EVENT, OR ANY MSRC SUBCONTRACTORS (OTHER THAN MSRC INTEGRAL SUBCONTRACTORS) OR OTHER SUBCONTRACTORS OF THE COMPANY OR ANY COVERED ENTITY;

(vi) ANY RISKS OR LIABILITIES CONCERNING OR RELATED TO THE TRANSPORTATION, STORAGE, TREATMENT OR DISPOSAL OF RECOVERED OIL, HAZARDOUS SUBSTANCES OR ANY WASTE WHEN COLLECTED, RECOVERED OR GENERATED AS A RESULT OF, OR WHEN USED IN, PROVIDING RESOURCES, OTHER THAN ANY GARBAGE OR REFUSE INCIDENTALLY GENERATED BY MSRC IN ITS OWN OPERATIONS; AND

(vii) INFRINGEMENT BY THE COMPANY OR BY A COVERED ENTITY (OR MSRC THROUGH THE USE OF EQUIPMENT, PROCESSES OR OTHER PROPERTY OWNED OR OPERATED BY OR PROVIDED BY OR ON BEHALF OF THE COMPANY OR A COVERED ENTITY BUT EXCLUDING MSRC'S OWN EQUIPMENT) OF ANY PATENT, COPYRIGHT, TRADEMARK, OR

**SERVICE MARK OR  
MISAPPROPRIATION OF ANY  
PROPRIETARY INFORMATION OR  
TRADE SECRETS.**

**9.03(d) Excluded Obligations.** The obligations of the Covered Entity under Sections 9.03(b) and (c) shall not include and shall not apply to:

- (i) the extent (but only to the extent) that applicable law would render such indemnity or hold harmless agreement void or unenforceable;
- (ii) the extent that any Claim is caused by any Indemnitee's gross negligence or willful, reckless, or criminal misconduct;
- (iii) the portion of any Claim for which an insurer of **MSRC** recognizes or otherwise has an obligation to pay under the applicable policy or cover;
- (iv) any portion of a Claim arising from or related to services or equipment provided by **MSRC** to a Spill Event other than pursuant to this Agreement including services or equipment provided by **MSRC** to a Spill Event after the Covered Entity has, pursuant to this Agreement, terminated the services of **MSRC** under this Agreement at such Spill Event;
- (v) any Claim for personal injury or wrongful death of Persons who are employees of **MSRC** or **MSRC** Integral Subcontractors;
- (vi) any portion of a Claim with respect to a Spill Event where the payment of such portion of the Claim would cause the aggregate of (i) the amount of any payments actually made by or on behalf of the **COMPANY** or the Covered Entity to or on behalf of any Indemnitees under this Agreement or any **MSRC** Subcontractors pursuant to Section 9.03(i) with respect to such Spill Event and (ii) the amount of any payments made by or on behalf of the **COMPANY** or the Covered Entity for removal costs or damages under OPA with

respect to such Spill Event, to exceed the Cap with respect to such Spill Event, whether or not under OPA or any other applicable law or regulation or in any proceeding the Cap can be maintained by the **COMPANY** or the Covered Entity; provided that the restrictions of this Section 9.03(d)(vi) shall not apply to any Claim for which the **COMPANY** or the Covered Entity has previously assumed the defense of such Claim under Section 9.03(e); or

(vii) any portion of a Claim with respect to which an Indemnitee has successfully maintained an immunity from liability under any applicable provision of OPA or other foreign, Federal or state law; provided, however, that the exclusion under this Section 9.03(d)(vii) shall not apply to costs (including attorneys' fees) incurred by the Indemnitee in asserting said immunity.

**9.03(e). Procedure for Indemnification with Respect to Third Party Claims.** The obligations and liabilities of the **COMPANY** or the Covered Entity with respect to Claims resulting from the assertion of liability by a Person other than an Indemnitee (a "Third Party") against such Indemnitee (for the purposes of this Section 9.03, "Third Party Claims") shall be subject to the following terms and conditions:

- (i) The Indemnitee shall be obligated to give prompt (but in no event greater than sixty (60) days) written notice to the Covered Entity (and **MSRC** if the Indemnitee is not **MSRC**) of any Third Party Claim which is subject to the indemnification of the Covered Entity under this Section 9.03, stating the nature and basis of the Claim, and the amount thereof, to the extent known. Within thirty (30) days of the giving of such notice, the Covered Entity shall do one of the following: (a) satisfy the Claim, (b) assume the defense of such Claim by written notice to the Indemnitee (and **MSRC**, if the Indemnitee is not **MSRC**) and by executing a litigation indemnity in form and substance reasonably acceptable to the Indemnitee (including an acknowledgment of the waiver by the Covered Entity of the applicability of

Sections 9.03(d)(vi) and (vii) with respect to such Claim), or (c) request by written notice to the Indemnitee (and **MSRC**, if the Indemnitee is not **MSRC**) that either **MSRC** or the Indemnitee assume the defense of the Claim; provided, however, that the Covered Entity shall not have the right to assume the defense of a Third Party Claim if the Covered Entity does not perform the indemnification obligations under this Section 9.03 or the payment obligations under Section 7.01, and the **COMPANY** shall not have the right to assume the defense of a Third Party Claim in the event of a breach or anticipatory breach by the **COMPANY** of the indemnification obligations under this Section 9.03 or the payment obligations under Section 7.01.

(ii) If the Covered Entity has requested that **MSRC** or the Indemnitee assume the defense of a Third Party Claim, **MSRC** or the Indemnitee, as the case may be, shall be entitled to select its own counsel in connection with such Claim. If the Covered Entity elects to defend any such Claim, the Covered Entity shall make available to **MSRC** all reports or other documents relating to the defense of the Claim and allow **MSRC**, at its cost, to participate in meetings or conversations relating to the defense of the Claim; however, if **MSRC** or the Indemnitee should elect to have its own counsel in connection with monitoring the defense of any such Claim or otherwise to represent the interests of the Indemnitee, particularly with respect to the rights of the Indemnitee to be indemnified by the Covered Entity under this Section 9.03, the costs of such counsel shall be borne by the Indemnitee. If **MSRC** or the Indemnitee assumes the defense of a Third Party Claim, for so long as the **COMPANY** or the Covered Entity has an obligation to indemnify the Indemnitee, **MSRC** or the Indemnitee shall make available to the **COMPANY** or the Covered Entity, as the case may be, all reports or other documents relating to the defense of the Claim and allow the Covered Entity, at its cost, to monitor meetings and conversations relating to the defense of the Claim. If there is more than one Indemnitee, the Indemnitees shall be entitled to have one joint counsel, at their

cost, in connection with such Claim to monitor the defense or otherwise represent the interests of all such Indemnitees, which counsel shall be selected by **MSRC**. If **MSRC** assumes the defense of a Third Party Claim, the Covered Entity shall be obligated to pay the invoiced reasonable fees and expenses of counsel for **MSRC** or the Indemnitee, as the case may be, as such fees and expenses are incurred. Unless otherwise required to protect the right of the Indemnitee to be indemnified by the Covered Entity, the Indemnitee shall be obligated to cooperate fully in any defense to a Claim conducted by the Covered Entity. Any party defending any Claim shall assert any exemption or immunity from liability that may be available, including, without limitation, any Responder Immunity.

(iii) So long as the Covered Entity is defending, the Indemnitee shall not compromise or settle any such Claim without the prior written consent of the Covered Entity, and, if the Indemnitee should object to any compromise or settlement of such a Claim acceptable to the Covered Entity, such Indemnitee shall thereafter assume the costs of defending the Claim and the Covered Entity's obligations with respect to such Claim shall be limited to the compromise or settlement that was acceptable to the Covered Entity. If **MSRC** or the Indemnitee is defending such Claim, the party defending such Claim shall consult with the Covered Entity concerning any compromise or settlement but shall be entitled to compromise or settle such Claim without the prior consent of the Covered Entity, but if the Covered Entity objects to that compromise or settlement, the Covered Entity can assume the defense provided that the Covered Entity secures its obligation to defend and pay such Claim in a manner satisfactory to **MSRC**, and Sections 9.03(d)(vi) and (vii) are no longer applicable to such Claim.

**9.03(f). Procedure for Indemnification with Respect to Claims other than Third Party Claims.** Any judicial or non-judicial application or proceeding for indemnification

from the **COMPANY** or the Covered Entity under this Section 9.03 for any Indemnitee for a Claim that is not a Third Party Claim can only be commenced, administered or processed by **MSRC**, for the account and benefit of the Indemnitee on whose behalf an application for indemnification under this Section 9.03 was submitted to the Covered Entity by **MSRC**: provided, however, that if **MSRC** is legally or otherwise unable to commence, administer or process such application or proceeding on behalf of an Indemnitee, such Indemnitee may commence and process such proceeding against the Covered Entity directly.

**9.03(g). No Waiver.** Nothing in this Agreement or this Section 9.03 shall constitute a waiver or limitation of the rights of **MSRC** with respect to Responder Immunity or any other statutory or common law defense to or limitation of liability of the **COMPANY** or Covered Entity resulting therefrom.

**9.03(h). MSRC Integral Subcontractors as Indemnitees.** Only **MSRC** Integral Subcontractors actually listed by name in Schedule 6, as such Schedule may be amended pursuant to Section 11.05 (but not any subcontractors not so listed by name even if such subcontractors provide services of the type provided by an **MSRC** Integral Subcontractor), are entitled to the benefits provided to Indemnitees pursuant to Sections 9.03(a) through (g).

**9.03(i). Indemnity to MSRC Subcontractors.** The **COMPANY** hereby irrevocably designates, appoints and authorizes **MSRC** as its agent to execute and deliver an indemnification agreement in the form of Schedule 5 hereto, as **MSRC**, with the concurrence of MPA may elect, on behalf of the **COMPANY** and the Covered Entity to any **MSRC** Subcontractor (other than an **MSRC** Integral Subcontractor). The **MSRC** Subcontractors to which **MSRC** is permitted to extend such indemnification are set forth in Schedule 5A, as such Schedule may be amended by **MSRC** with the concurrence of MPA and which amendment will be effective

immediately upon written notice by **MSRC** to the **COMPANY**.

#### **9.04. Covenant Not to Sue.**

**9.04(a). Release of Liability.** The **COMPANY**, on behalf of itself and each Covered Entity, in recognition of the accommodation and special circumstances of **MSRC** described in Section 9.03(a), hereby irrevocably releases and forever discharges the Indemnitees other than the **MSRC** Integral Subcontractors (those Indemnitees other than **MSRC** Integral Subcontractors are referred to in this Section as the "**MSRC** Indemnitees") from liability for any and all Claims whatsoever, including but not limited to Claims for contribution, breach of contract, tort, or otherwise, or any Claims arising from the negligence or gross negligence of the **MSRC** Indemnitees, that the **COMPANY** or the Covered Entity currently has or may have against the **MSRC** Indemnitees arising from, related to, or in connection with this Agreement.

**9.04(b). Other Claims.** The **COMPANY**, on behalf of itself and each Covered Entity, also covenants and agrees that neither the **COMPANY** nor any Covered Entity will (i) file a cross-claim or counter-claim against the **MSRC** Indemnitees or (ii) assert the legal liability of any **MSRC** Indemnitee as a defense in any formal pleadings in any legal proceeding arising from, related to, or in connection with this Agreement or concerning any Claim brought by any Person other than an Indemnitee against the **COMPANY** or the Covered Entity related to a Spill Event. This Section will not be construed in any way to limit, restrain, or prohibit the making of any factual statements by any Person in any pleading, argument, filing, affidavit, deposition, or testimony in any such legal proceeding.

**9.04(c). Exceptions.** Sections 9.04(a) and 9.04(b) will not preclude the **COMPANY** from pursuing Claims (i) under the arbitration provisions of Article X regarding disputes related to payment for

MSRC's services under this Agreement, (ii) seeking injunctive relief or specific performance or (iii) under the arbitration provisions of Article X arising from the willful, reckless, or criminal misconduct of the MSRC Indemnitees.

**9.04(d). Breach.** If this Section 9.04 at any time is breached by the **COMPANY** or any Covered Entity (including a breach because an allegation of willful, reckless, or criminal misconduct is not ultimately determined by a final decision or order of the party adjudicating any dispute to have been correct), the **COMPANY** and Covered Entity will be jointly and severally liable for any incidental or consequential damages of an MSRC Indemnitee arising from or related to that breach, including without limitation any and all attorneys' fees and expenses incurred by an MSRC Indemnitee in defending any litigation resulting from that breach. That liability will not be limited in amount by any other provision of this Agreement.

**9.04(e). Full Force and Effect.** This Section 9.04 will remain in full force and effect notwithstanding the existence of any breach or default by **MSRC** of its obligations under this Agreement, or the expiration or earlier termination of this Agreement.

**9.05. Financial Responsibility.** The **COMPANY** covenants and agrees to comply with the provisions of Schedule 2.

**9.06. Insurance.**

**9.06(a). MSRC Insurance.** **MSRC** will obtain and maintain at its sole cost during the term of this Agreement the insurance coverage described in Schedule 7, as such Schedule may be amended by **MSRC** with the concurrence of **MPA** and which amendment will be effective immediately upon written notice by **MSRC** to the **COMPANY**.

**9.06(b). Subcontractor Insurance.** **MSRC** will require in its contracts with all **MSRC** Subcontractors that all those subcontractors provide to **MSRC** evidence

of insurance coverage maintained by each contractor that in the reasonable judgment of **MSRC** is customary in the industry of such subcontractor.

**9.06(c). Role of MSRC Insurance.**

As set forth in Section 9.03(d)(iii), the recognition of its obligation to pay by an insurer of **MSRC** for any portion of a Claim relieves the Covered Entity of its indemnification obligation under Section 9.03(b) with respect to such portion of the Claim. However, if an Indemnitee does not ultimately receive payment on an indemnified Claim from an insurer of **MSRC**, the Covered Entity will be obligated to pay that Claim in accordance with the terms of this Article IX. After the making of that payment, the Covered Entity will be subrogated to the rights of **MSRC** and the Indemnitee to seek recovery for that portion of the Claim from the insurer. **MSRC** and the Indemnitee will cooperate fully with the Covered Entity in seeking recovery from any such insurer. Any right of the Covered Entity to assume the defense of a Claim from **MSRC** or an Indemnitee pursuant to Section 9.03 will be subject to the rights and duties of an insurer of **MSRC** that has acknowledged coverage for that Claim to participate in or assume the defense of the Claim.

**9.07. No Third-Party Beneficiaries.**

This Agreement is solely for the benefit of **MSRC** and the **COMPANY**, and no third party will have any interest, Claim, or right to enforce any provision of this Agreement against either **MSRC** or the **COMPANY**, except for the rights of Indemnitees to enforce the Covered Entity's indemnity of those Indemnitees under Section 9.03.

**ARTICLE X. ARBITRATION AND DISPUTE RESOLUTION**

**10.01. Inform and Negotiate.**

**MSRC** and the **COMPANY** will each use its best efforts to inform the other party by written notice promptly following the later of the occurrence or the discovery of any such occurrence of any issue or event that the party

knows has raised a dispute under this Agreement. The **COMPANY** and **MSRC** will try to resolve any disputed matter by negotiation. If the dispute is not resolved to the satisfaction of a party, that party will deliver a written notice of Claim to the other party.

**10.02. Arbitration.** If **MSRC** and the **COMPANY** are unable to agree upon a settlement of any matter, the matter will be subject to arbitration in accordance with the provisions of Schedule 9. If the arbitration could not timely achieve a requested injunctive remedy, or if the matter involves an issue where the only remedy under this Agreement is specific performance, either party may commence an action solely for preliminary injunctive relief. Any other dispute or Claim arising out of or relating to this Agreement will be settled exclusively and finally by arbitration. Any decision or award of the arbitral tribunal will be final and binding upon the parties to the arbitration proceeding.

**10.03. Continued Performance.** Each party will continue to perform its obligations under this Agreement without deduction, set-off, or any other charges of any nature whatsoever and without prejudice to its position in any pending dispute. Each party will retain its rights to terminate or suspend the provision of Resources under this Agreement.

**10.04. Jurisdiction.** Any judicial action or proceeding between the **COMPANY** and **MSRC** directly or indirectly connected with and permitted under this Agreement will be brought in the United States District Court for the Southern District of New York if that court has subject matter jurisdiction, and in all other cases in the Supreme Court of the State of New York, County of New York. The **COMPANY** and **MSRC** each consent to process being served in any manner permitted by law.

**10.05. Enforceable Award.** Any award in an arbitration may be enforced against the parties to the arbitration or their

assets, wherever found. Judgment upon an arbitration award may be entered in the United States District Court for the Southern District of New York.

**10.06. Requirements for All Persons.** Indemnification under Section 9.03 is contingent on the Indemnitee abiding by the provisions of this Article X.

## ARTICLE XI. TERM AND AMENDMENT OF AGREEMENT

### 11.01. Full Termination by MSRC.

**11.01(a). Events of Default.** If any of the following events occurs and is continuing, it is an "Event of Default":

- (i) Any of the **COMPANY** representations and warranties in Section 8.01 prove to be untrue or incorrect in any material respect;
- (ii) Any **COMPANY** Insolvency Event occurs;
- (iii) The **COMPANY** fails to satisfy any of this Agreement's payment obligations (including the obligations in Article VII) in an aggregate amount in excess of \$100,000, fails to pay any disputed **MSRC** invoices in an aggregate amount **MSRC** reasonably considers to be a problem for the funding of **MSRC**'s operations or readiness, or fails to provide security for payment in accordance with Section 7.01;
- (iv) The **COMPANY** or a Covered Entity engages in a pervasive pattern of illegal or knowingly unsafe practices in directing Response Activities performed or provided under this Agreement; or
- (v) The **COMPANY** breaches its material obligations under this Agreement, other than the obligations under (i), (iii), and (iv) above, and that breach is not cured within thirty (30) days after written notice from **MSRC** specifying that breach.

**11. 01(b) MSRC Termination of Resources.** Upon an Event of Default MSRC may terminate Resources to the Covered Entity with at least twenty-four (24) hours (or 48 hours if the Event of Default is a failure to pay under Section 11.01(a)(iii)) prior notice to the Covered Entity and, if applicable, the FOSC. MSRC may withdraw all Resources from the Spill Event when the notice period expires. MSRC also may terminate Resources without any notice if any of the COMPANY's representations or warranties in Section 8.01(e) or (f) prove to be materially untrue or incorrect or if it has an Insolvency Event (Section 11.01(a)(ii)).

The Covered Entity must pay MSRC costs incurred after termination only for demobilizing, on a reasonable schedule. MSRC Response Personnel, MSRC Response Equipment, and any (unassigned) MSRC Subcontractor from the Spill Event, and for any cleaning, repair, or maintenance of MSRC Response Equipment required under Section 7.02.

**11. 01(c). Reinstatement Option.** MSRC may, in its discretion after an Insolvency Event (Section 11.01(a)(ii)) reinstate Resources, upon the Covered Entity's compliance with MSRC's request for payment security under Section 7.01(c).

**11. 02. Covered Entity Termination of Resources.** The Covered Entity may terminate, in whole or in part at any time, Resources being provided under this Agreement by written notice to MSRC.

**11. 03. Term of the Agreement.**

**11. 03(a). Term.** This Agreement is effective on or after October 15, 1996, and it will continue until December 31, 1997, or until the earlier termination pursuant to the provisions of Sections 11.03(b) or 11.03(c). This Agreement will continue automatically for successive periods of three (3) years unless either party gives the other party notice of termination at least ninety (90) days before the date of expiration of the term.

**11. 03(b). MSRC Termination of Agreement.** If any Event of Default occurs and continues MSRC may, in addition to its right to terminate Resources pursuant to Section 11.01(b) and any other rights and remedies under this Agreement and at law or in equity, terminate this Agreement in its entirety by providing the COMPANY with at least ninety (90) days prior written notice.

MSRC is also entitled to terminate this Agreement upon thirty (30) days notice if

(i) MSRC has liquidated assets to pay Claims against MSRC and therefore cannot provide the contemplated level of Resources, or

(ii) MSRC has not received the required payments at the times required under the Directors and Officers Indemnification Grant and Security Agreement, as amended (dated as of July 16, 1993 by and between MSRC and MPA concerning the indemnification of the executive officers and directors of MSRC); the COMPANY or a COMPANY affiliate has not made the payments at the times required under the Supplemental Dues Call Agreement, as amended (by and between MPA and the COMPANY or a COMPANY affiliate, relating to supplemental dues calls by MPA to support MPA's obligations under the Directors and Officers Indemnification Grant and Security Agreement, as amended); or MSRC has not received the required payments at the times required under the Legal Costs Grant Agreement (dated July 9, 1993 by and between MPA and MSRC, as amended, relating to payment of certain legal defense costs), or

(iii) those agreements described in (ii) above are not in full force and effect and the COMPANY and MPA are not in compliance in any material respect under those agreements.

**11. 03(c). COMPANY Termination of Agreement.** In addition to the right of the Covered Entity to terminate the provision of Resources pursuant to Section 11.02, the

**COMPANY** may terminate this Agreement in its entirety, including, as a consequence of such termination, the termination of all Resources then being provided to a Spill Event, at any time by providing **MSRC** with at least sixty (60) days written notice.

**11. 03(d). Provisions Surviving Termination.** Upon termination of this Agreement, the provisions of Sections 3.05, 3.06, 3.07, 5.02, 8.07, 9.01, 9.03(a)-(h), 9.04, 9.07, 11.04, 12.01, 12.03, 12.04, and Articles VII and X will survive the termination of this Agreement in accordance with its terms. The provisions of Section 9.05 will survive any termination until eighteen months after (A) all Covered Entity-required Article VII payments are made or (B) there is no unsatisfied pending Claim against **MSRC** related to this Agreement (other than Claims arising out of the execution and delivery of this Agreement) remaining outstanding, whichever date is later.

**11. 04. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of this Agreement's parties. Any assignment by the **COMPANY** will be valid only if the assignee satisfies all of the **COMPANY**'s obligations under this Agreement existing at the date of the assignment and if the assignee concurrently executes an agreement with **MSRC** assuming all obligations of the **COMPANY** under this Agreement.

**11. 05. Modification and Waiver.**

**11. 05(a). Prior Understandings and Amendment.** This Agreement supersedes all previous or contemporaneous agreements, understandings and correspondence between the parties regarding this Agreement's subject matter and, together with all exhibits, schedules, and addenda, constitutes the entire agreement.

This Agreement may be amended during its term by a written instrument approved by **MPA** according to the approval of

amendments under the Grant Agreement (dated July 17, 1991, as amended, between **MSRC** and **MPA**). The **COMPANY** may terminate this Agreement pursuant to Section 11.03(c) if it objects to an amendment of this Agreement pursuant to these procedures.

**11. 05(b). Waiver.** No benefit or right accruing to either party under this Agreement will be waived unless the written waiver is signed by both parties to this Agreement. A waiver in one instance of any act, condition, or requirement stipulated in this Agreement will not constitute a continuing waiver or a waiver of any other act, condition, or requirement, or a waiver of the same act, condition, or requirement in other instances, unless specifically so stated.

**ARTICLE XII. CONTRACT INTERPRETATION**

**12. 01. Notices.** Any notice required or permitted to be delivered under this Agreement is deemed made upon acknowledgment of receipt when sent by United States mail, or facsimile, or when the notice is delivered in person to a party's contact by name, title, address or facsimile as set forth under the signature of the parties (or as expressly provided otherwise in this Agreement). Both the **COMPANY** and **MSRC** may designate additions or changes in contacts in writing as necessary. Oral notice will be sufficient if promptly confirmed in writing.

**12. 02. Counterparts and Severability.**

**12. 02(a). Counterparts as Originals.** The parties may execute this Agreement in any number of counterparts, intending each counterpart to serve as an original.

**12. 02(b). Enforceability not Impaired.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions will not in any way be affected or

impaired.

**12.03. GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING THE CHOICE OF LAW RULES OF THE STATE OF NEW YORK.

**12.04. Private Contract.** The COMPANY and MSRC agree that this Agreement is a private contract and should not be construed or interpreted to be a public contract or a private contract creating public duties.

**12.05. Standard Contract.** The terms and conditions of this Agreement are a standard form of agreement. MSRC will provide Resources for Oil Spill Events in U.S. Jurisdictional Waters to:

(i) other MPA Members or their affiliates only under this standard form of agreement, as it may be amended from time to time in accordance with Section 11.05(a), and

(ii) to non-MPA Members, other than the U.S. Government or a state government, only on applicable terms and conditions no more favorable to that non-MPA Member than this Agreement is to the COMPANY, when judging the terms and conditions and this Agreement, each as a whole as opposed to the relative merits of any particular provision.

**12.06. Usage.** In this Agreement, singular includes the plural and plural includes the singular; "President" means the President of the United States; "day" means a calendar day unless otherwise specified; references to articles, sections, exhibits, or schedules refer to the corresponding part of this Agreement unless otherwise specified; "state" includes any commonwealths, territories, possessions, districts, or other political subdivisions of the United States; references to a statute include all statutory provisions consolidating, amending, or replacing the statute referred to

unless otherwise so stated; "including" means including without limitation and not as a limitation; and "writing" includes printing, typing, facsimile, lithography, and other means of reproducing words in a tangible visible form.

**12.07. Definitions and Defined Terms.** Capitalized terms used in this Agreement or in any of the Schedules, and not otherwise defined, have the meaning ascribed to them in Schedule I.

**12.08. COMPANY and Covered Entity Obligations and Rights.**

**12.08(a) Covered Entity Obligations.** The COMPANY, as the Corporate Parent of the Covered Entity, unconditionally guarantees the performance of all obligations of the Covered Entity in accordance with this Agreement if the Covered Entity does not perform those obligations. If the Covered Entity does not elect to assume general management and overall direction and control of all Response Activities under this Agreement, the COMPANY will assume those functions. MSRC may enforce this guarantee without first pursuing any remedies for nonperformance against the Covered Entity. Performance by MSRC to a Covered Entity in accordance with this Agreement discharges MSRC's obligations for performance of the same obligations to the COMPANY. Performance by a Covered Entity in accordance with this Agreement discharges the COMPANY's obligations for performance of the same obligations to MSRC. The COMPANY is not entitled to any extension of time for performance or any other concession or rights in addition to those set forth in this Agreement with respect to the performance of the Covered Entity's obligations.

**12.08(b) COMPANY Performance of Covered Entity Obligations.** The COMPANY undertakes the applicable obligations of the Covered Entity under this Agreement if no Covered Entity is identified under Section 6.03 or no Covered Entity is

involved in the particular use of Resources.

**12.08(c) Exercise of Rights.** The **COMPANY**, at its election, may exercise any and all rights of the Covered Entity in this Agreement to the extent not already exercised in full by the Covered Entity. In the event of a conflict between the exercise of any rights under this Agreement by the **COMPANY** and the Covered Entity, the exercise by the **COMPANY** controls.

**12.08(d) References, Employees and Contractors.** If the **COMPANY** is required to perform any obligations or elects to exercise any rights of the Covered Entity, those particular rights and obligations and the corresponding references relating to the Covered Entity or its employees, contractors, facilities or vessels will apply and refer also to the **COMPANY** and its employees, contractors, facilities and vessels.

**12.08(e) No Rights to Enforce.** A Covered Entity may exercise the rights set forth in regard to the Covered Entity in this Agreement, including the right to assume general management and overall direction and control of all Response Activities under this Agreement, but does not have or obtain any rights to enforce directly by arbitration or legal or administrative proceedings any provisions of this Agreement, including any obligations of **MSRC** under this Agreement. The **COMPANY** retains all rights to enforce this Agreement in accordance with its terms.



Judith R. Norell  
Marketing & Customer Service Manager  
(703) 326-5617

August 26, 2005

Mr. Chris Maudlin  
Olympic Pipe Line Company  
2201 Lind Ave. SW, Suite 270  
Renton, Washington 98055

Re: Letter of Intent

Dear Mr. Maudlin:

This letter certifies that BP America Inc. has entered into an Agreement with the Marine Spill Response Corporation (MSRC). Pursuant to this Agreement the Olympic Pipe Line Company and its accompanying facilities are (1) entitled by contract to MSRC response services, and (2) have the right to cite the capability of MSRC in its Facility Response Plan, in accordance with the terms and conditions of the Standard Form MSRC Service Agreement.

The enclosed Execution Instrument to the MSRC Service Agreement dated September 26, 2001 between BP America and MSRC is proof that such a contract exists. In addition, MSRC's contract is an evergreen contract and continues automatically until such time that BP America ceases to be a member of the Marine Preservation Association (MPA).

Please let me know if I may provide further assistance to you in the future.

Sincerely,

A handwritten signature in black ink that reads "Judith R. Norell". The signature is written in a cursive, flowing style.

Enclosure



**Don Toenshoff, Jr.**  
**Executive Vice President**

December 21, 2011

Mr. Robert Baldwin  
 BP Shipping  
 501 Westlake Park Blvd. Room 26.152A  
 Houston, TX 77079

Dear Mr. Baldwin:

The National Preparedness for Response Exercise Program (NPREP) Guidelines require a response plan holder to ensure that Equipment Deployment Exercise requirements are met on an annual basis. The NPREP Guidelines identify the minimum amount of equipment that must be deployed in Equipment Deployment Exercises.

This letter provides documentation to you that MSRC has completed the NPREP Equipment Deployment Exercise requirements for 2011. For purposes of Equipment Deployment Exercises under NPREP, each MSRC Region (including both the Atlantic and Gulf Areas for the Atlantic/Gulf Region) is considered a separate Oil Spill Removal Organization (OSRO). MSRC is divided into three Regions, Atlantic/Gulf (Maine – Texas, including the Mid-Continent, Puerto Rico and the U.S. Virgin Islands), California (self-explanatory) and Pacific/Northwest (Washington, Oregon and Hawaii). MSRC has deployed, at a minimum, the NPREP required amounts of each type of boom and one of each type of skimming system in the applicable regional inventory. This equipment has been deployed, if required, in each of the three types of operating environments listed in NPREP ("River & Canal", "Inland", and "Ocean"). Each of the three MSRC Regions (plus the Atlantic and Gulf Areas separately) has met these equipment deployment requirements in 2011. In addition, each Region has conducted extensive personnel training and has maintained its equipment according to a detailed preventative and corrective maintenance schedule.

MSRC has an aerial dispersant program, which is comprised of two contracted C-130 aircraft (based in Mesa, AZ and Kiln, MS) and four contracted King Air BE-90A aircraft (based in Concord, CA; Salisbury, MD; Kiln, MS; and San Juan, PR). MSRC's Dispersant Program, including all aircraft, are exercised through internal training and drills.

Documentation and records of the specific information relating to MSRC Equipment Deployment Exercises and Equipment Maintenance records are maintained in each MSRC Region. Additionally, highlights of when each MSRC Region satisfied the equipment deployment requirements are available on the MSRC website ([www.msrc.org](http://www.msrc.org)) in the Customer Access section.

Please feel free to contact the MSRC regions directly or me at (703) 326-5610 for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "DTH", is written over the "Sincerely," text.

**Judith A. Roos**  
**Vice President**  
**Marketing, Customer Services & Corporate Relations**  
**(703) 326-5617**

February 4, 2011

Re: Aerial Oil Tracking Resources

Dear Customer:

On February 22, 2011, the Aerial Oil Tracking requirements of 33 CFR Part 154.1035 (b)(3)(vii) for MTR Facility Response Plans (FRPs) and 33 CFR Part 155.1035(i)(11), 33 CFR Part 155.1040(j)(11), and 33 CFR Part 155.1050(l) for Vessel Response Plans (VRPs) go into effect.

For planning purposes under these regulations, the Aerial Oil Tracking resources must be capable of supporting all response operations, including: mechanical recovery, dispersant application, and in situ burning. The Marine Spill Response Corporation (MSRC) has developed the following capability in conjunction with this new regulatory requirement that our plan holder customers may cite in their response plans, along with their citation of MSRC as the resource provider:

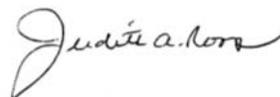
- Aerial surveillance aircraft;
- Along with the aircraft, the pilots and trained personnel to support oil spill response operations;
- For planning purposes, these resources are capable of arriving at the site of the discharge in advance of the arrival of response resources identified for Tiers 1, 2 and 3 planning timeframes; and
- Observation personnel trained in the protocols of oil spill reporting and assessment.

Observation personnel are primarily trained MSRC employees. The other resources are available through contracts or other approved means (specifically Letters of Intent (“LOIs”) or other agreements with various aircraft providers. These services are subject to availability of aircraft and personnel. Multiple aircraft providers are listed for each geographic Captain of the Port (“COTP”) Zone.

MSRC will maintain lists of the potentially available aircraft providers, along with other documentation, by COTP zones within the respective MSRC Regional Response Center. These records will be made available upon request. MSRC will periodically review this capability by COTP zone and update the documentation as appropriate.

MSRC has provided a copy of this letter to US Coast Guard Headquarters personnel responsible for VRP compliance and to COTPs within MSRC’s Operations Area for their information. Customers may use this letter in their FRP or VRP as they deem appropriate.

Sincerely,





**Amendment #3**  
**To Agreement for the Provision of Response Resources between NRC and BP**  
**Exploration dated May 14, 1998**

The undersigned hereby agree to amend that certain Agreement for the Provision of Response Resources dated May 14, 1999 between National Response Corporation (the "Provider") and BP Exploration (the "Client") as follows:

1. The Basic Compensation for the remainder of calendar year 2001 and through the end of March, 2002, as contained in schedule 3 as previously amended to add Amoco and VASTAR facilities will remain in effect. The Producers Price Index for Industrial Commodities of 6.403% will be added in accordance with that schedule.
2. The above paragraph is contingent on the use of the Provider's Gulf of Mexico Operations Center ("GoMOC") for training programs during 2001 that involve Emergency Response, On-Scene Major Emergency Management (MEM) and other Spill Management Training as scheduled in advance. The use of the GoMOC facility will be invoiced on a per use basis in accordance with the Time & Materials Schedule attached and labeled Attachment #1 to Amendment #3.
3. Prior to March 1, 2002, Provider and Client agree to evaluate the terms of this amendment and the contract with respect to the total retainer fees for the Provision of Response Resources to the Client's covered properties. This evaluation is to be directed toward maintenance of the fee structure in an amount consistent with the original terms of the contract as it relates to all covered properties acquired by BP during the contract period.
4. If the Provider and the Client are unable to agree on an adjustment to the Basic Compensation to compensate the Provider for the addition of the VASTAR facilities, the existing Basic Compensation will continue and the VASTAR facilities will be removed from Schedule 1, Description of Client Facilities. Client also agrees that the Client will not list the Provider in the Client's Oil Spill Contingency Plans for federal or state regulatory compliance of those facilities.
5. Nothing contained in this amendment will prejudice any other terms and conditions of the Agreement between the Provider and Client.

Provider and Client agree to this amendment as of this 22 day of February, 2001.

By and between:

BP

National Response Corporation

M. Keith Mouton  
 Name: M. Keith Mouton  
 Title: Director Crisis Mgmt  
Houston Crisis Center

Arlen Tidemann  
 Name: Arlen Tidemann  
 Title: MOB CLIENT SERV.

Title of Document: Regional Oil Spill Response Plan  
 Authority: Dan R. Replogle,  
 GoM EMS Mgmt Representative  
 Scope: GoM EMS  
 Issue Date: 12/01/00  
 Revision Date: 06/30/06  
 Next Review Date: 06/30/07

UPS-US-SW-GOM-HSE-DOC-00177-2  
 Custodian: C.S. DeWitt,  
 Director, Crisis Management  
 Document Administrator: Michele Strauss,  
 Sr. GoM HSSE Doc. Mgmt Administrator  
 Issuing Dept.: Crisis Mgmt Emergency Response  
 Control Tier: Tier 2 - GoM Region  
 Appendix D, Page 5 of 22 Pages

BP America Production Co.  
Contract #BPM-03-00864

***Agreement for the Provision of  
Response Resources***

***Between***

***National Response Corporation***

***And***

***BP America Production Company***

**July 1, 2003**

---

Title of Document: Regional Oil Spill Response Plan  
Authority: Dan R. Replogle,  
GoM EMS Mgmt Representative  
Scope: GoM EMS  
Issue Date: 12/01/00  
Revision Date: 06/30/06  
Next Review Date: 06/30/07

UPS-US-SW-GOM-HSE-DOC-00177-2  
Custodian: C.S. DeWitt,  
Director, Crisis Management  
Document Administrator: Michele Strauss,  
Sr. GoM HSSE Doc. Mgmt Administrator  
Issuing Dept.: Crisis Mgmt Emergency Response  
Control Tier: Tier 2 - GoM Region  
Appendix D, Page 6 of 22 Pages

## Contractor Contracts and Agreements

## Appendix D

NATIONAL RESPONSE CORPORATION  
Contract For Provision Of Supplemental Services  
To BP America Production Company

Contract #BPM-03-00864

Summary of Agreement

1. Place Houston, TX		2. Date August 16, 2002	
3. Client/Place of Business BP America Production Company 200 Westlake Park Blvd. Houston, TX 77079 Tel: (281) 366-2000 Fax: (281) 366-5710		4. Provider/Place of Business National Response Corporation 11200 Westheimer, Suite 650 Houston, Texas 77042 Tel: (713) 977-9951 Fax: (713) 977-3042	
6. Existing Under Law Of		4. Client Contact Name Cynthia DeWitt	
7. Client's Insurer (include address)		5. Client Contact's Telephone (281) 366-3711	
Tel: Fso:		6. Client's Qualified Individual (CI) Cynthia DeWitt	
		10. Qualified individual's 24-hour Telephone Wk: (281) 366-3711 (b) (6) Mobil (281) 731-7018	
List of Client's Facilities Covered Under this Agreement is Described in Schedule 1, Attached.			
11. Contract Period 1.5 Years	12. Commencing June 1, 2003	13. Days Notice for Termination (CI 10.2) 90 Days	
14. Par Barrel Fee (PBF) N/A	15. Coated Barrels (Year One) N/A	16. Potliner Fee (Year One 7/1/03-6/30/04) \$200,000	
17. Billing Cycle (Monthly, Quarterly or Yearly) Quarterly In Advance		Fee Deductions, See Schedule 3.	
14. Place of payment, also state beneficiary and bank account National Response Corporation Chase Manhattan Bank 4 New York Plaza New York, NY 10004  (b) (4)		18. Currency and method of payment. United States Dollars (USD\$) Payable via Wire Transfer in Advance.	
Signature (Client) 		Signature (Provider) Stavin A. Candito/ Alex Tidemann	
Title (Client) CONTRACT SPECIALIST		Title (Provider) PRESIDENT	

Title of Document: Regional Oil Spill Response Plan  
Authority: Dan R. Replogle,  
GoM EMS Mgmt Representative  
Scope: GoM EMS  
Issue Date: 12/01/00  
Revision Date: 06/30/06  
Next Review Date: 06/30/07

UPS-US-SW-GOM-HSE-DOC-00177-2  
Custodian: C.S. DeWitt,  
Director, Crisis Management  
Document Administrator: Michele Strauss,  
Sr. GoM HSSE Doc. Mgmt Administrator  
Issuing Dept.: Crisis Mgmt Emergency Response  
Control Tier: Tier 2 - GoM Region  
Appendix D, Page 7 of 22 Pages

**NATIONAL RESPONSE CORPORATION**  
**Contract For Provision Of Supplemental Services**  
**To BP Exploration**

**Terms of Contract**

**THEREAS:**

- J) The Client is entering into this Agreement in the capacity described in the Summary of Agreement with respect to the facilities described in Schedule 1 which are engaged in exploration, drilling, production, storage, offshore pipeline transportation and handling of oil;
- B) Pursuant to federal law of the United States and the laws of various states of the United States, the Client or the principals on whose behalf the Client is acting may be required to evidence preparedness to respond to discharges of oil from facilities in United States navigable waters, including precontracting to meet planning requirements;
- C) The Provider has, or through a network of independent contractors has access to, resources to respond to discharges of oil from facilities as required under federal law in Section 4202 of the United States Oil Pollution Act of 1990 and under state laws and as denominated in facility response plans;
- D) The Provider and Client understand that the requirements for mobilization of response resources set forth under federal law, state laws or in facility response plans are planning requirements and are not performance requirements;
- E) The Client or the principals on whose behalf the Client is acting may name the Provider as its oil spill removal organization in the response plans for the facilities referred to herein;
- F) The Client may appoint the Provider to act as an oil spill removal organization upon and subject to the terms and conditions of this Agreement; and
- G) The Provider will accept such appointment and will agree to act as an oil spill removal organization upon and subject to the terms and conditions of this Agreement.

**BY WHICH IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1) In this Agreement (including Schedules):**

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

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

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

**"Client"** means BP Exploration in its role as operator of the facilities listed in Schedule 1;

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

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

**"EPA"** means the United States Environmental Protection Agency;

**"EPA Rule"** means the final rule on Oil Pollution Prevention; Non-Transportation-Related Onshore Facilities dated July 1, 1994 (40 CFR Parts 9 & 112), as amended;

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

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

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

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

**"MMS"** means the Department of the Interior, Minerals Management Service;

**"Marine Oil Pollution Insurance"** means terminal owners and operators insurance from the insurer named on the Summary of Agreement providing indemnity cover for U.S. oil pollution liabilities, including removal costs, or such other form of insurance for oil pollution liabilities, including removal costs, as may be deemed necessary by the Client;

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

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

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

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

**"Provider"** means NATIONAL RESPONSE CORPORATION, a corporation incorporated and existing under the laws of Delaware and having its principal office at 448 Edwards Ave., Calverton, New York 11733.

**"Removal Costs"** means the charges of the Provider for deploying Response Resources to a Discharge or threatened Discharge, including the charges for mobilization and demobilization of personnel, equipment and supplies; amounts reasonably paid to compensate third parties for property damaged or destroyed at the express written instruction of the Client or Qualified Individual; and containment, removal and storage of discharged Oil;

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

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

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

**"Response Plan NAVIC"** means the United States Coast Guard Navigation and Vessel Inspection Circular No. 7-92 dated September 18, 1992 regarding Interim Guidelines for the Development and Review of Response Plans for Marine Transportation related Facilities including Deepwater Ports;

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

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

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

**"Vessels"** means the vessels identified in Schedule 1.

- 2) Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.
- 3) Client shall mean the owner or operator of the Facility(ies). An owner's agents and authorized representatives shall have no rights or obligations under the Agreement.
- 4) In this Agreement, unless the context otherwise requires:
  - a) references to any law enactment, regulation, or NAVIC shall be deemed to include references to such law, enactment, regulation, or NAVIC as re-enacted, amended, extended, consolidated or replaced and any orders.

**NATIONAL RESPONSE CORPORATION**  
**Contract For Provision Of Supplemental Services**  
**To BP Exploration**

**Terms of Contract**

decrees, proclamations, regulations, instruments or other subordinate legislation made thereunder;

- b) words importing the plural shall include the singular and vice versa;  
 c) the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall it take effect as, limiting the generality of any foregoing words.

**2. PROVIDER'S OBLIGATIONS**

- 1) The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facilities within the Area of Service in exchange for the Basic Compensation provided in Clause 4:
- sufficient Response Resources to enable the Client to meet the requirements of Federal Law (including those requirements for maximum most probable and worst case discharges) and State Law for precontracting for availability of Response Resources, except as provided in 2.4;
  - the training of the Provider's and Local Contractors' Response personnel, exclusive of Drills requested by the Client, in compliance with Federal Law and State Law requirements for Oil Spill Removal Organization Classification, and maintenance of records of such training;
  - compliance by the Provider and Local Contractors with all applicable Federal Occupational Safety and Health Administration (OSHA) standards and similar State Laws and standards; and
  - all information regarding the Provider's and the Local Contractors' Response Resources which must be included in the Response Plan(s) of the Facilities to be filed with the U.S. Coast Guard, U.S. Environmental Protection Agency, MMS or appropriate State authorities to obtain Classification.
- 2) The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facilities within the Area of Service, upon request from the Client in exchange for the Additional Compensation provided in Clause 4:
- supply and deployment of Response Resources required by the Client to conduct Response Activities;
  - supervision and coordination of deployment and use of Response Resources in such manner as directed by the Client;
  - the training of personnel of the Client in Response Activities and maintenance of records of such training;
  - supply and deployment of Response Resources in connection with Drills and maintenance of records of such Drills;
  - records and documentation concerning Response Resources, Response Activities and Removal Costs to assist the Client in connection with legal proceedings or for such other purposes as required by the Client.
- 3) a) Provider shall maintain a Level "E" Oil Spill Removal Organization (OSRO) classification for Rivers/Canals, Inshore/Nearshore, and Offshore/Open Ocean, as classified by the US Coast Guard through out the term of this Agreement.
- b) In the event Classification under State Law is not available, the Provider warrants that it shall have sufficient Response Resources to enable the Client to meet the mandated levels of response capacity under State Law.
- 4) The Provider's obligations hereunder exclude providing Response Resources in accordance with U.S. Coast Guard and U.S. Environmental Protection Agency planning standards for the average most probable discharge.
- 5) The Provider shall (without prejudice to the generality of any of the obligations, duties, powers and discretion vested in the Provider under or pursuant to this Agreement) be entitled to:
- employ such agents as it deems necessary or expedient;
  - employ or engage trained superintendents, surveyors, engineers, consultants and experts to supervise or advise in relation to the services provided hereunder; and
  - enter into subcontracts with related parties or independent contractors to perform any part of the services which Provider is obliged to perform under this Agreement.
- The Provider shall be an independent contractor and not an agent of the Client except as provided in Clause 7.5, and has sole responsibility for control of the details of the services hereunder. Client retains no direction or control over Provider in the performance of the details, except that the Client shall be solely responsible for determination of when Response Activities by the Provider should be initiated, increased, decreased, or ceased.
- 6) Notwithstanding any provision of this Agreement to the contrary, the Provider may, in its discretion, cease to deploy Response Resources for Response Activities of the Client or to provide any other services provided hereunder, if the Client fails (i) to make or secure payment in accordance with, and within the time periods provided within this Agreement or (ii) to maintain adequate Marine Oil Pollution Insurance provided in Clause 3. The continuation of deployment of Response Resources after time periods for payment or security

for payment have elapsed shall not be deemed a waiver of the Provider's rights under this Agreement. If the Provider ceases to deploy Response Resources or provide other services, or if the Client instructs the Provider to cease deployment of Response Resources or provide other services, the Provider shall be entitled to enter into an agreement with any other party, including governmental authorities, to deploy Response Resources or provide other services in connection with the same Discharge. If the Client instructs the Provider to cease deployment due to Federalizing of a spill or any other reason, the Client shall be responsible for the costs of reasonable and necessary measures taken by the Provider to demobilize, but not for costs incurred for the account of governmental authorities who may then engage the Provider.

**3. CLIENT OBLIGATIONS**

- 1) The Client shall:
- designate a Qualified Individual and provide the Provider with the name, address, twenty-four (24) hour-a-day telephone number and telecable number of the Qualified Individual, and shall amend or update this information as necessary;
  - deliver, or cause to be delivered, to the Provider a copy of each Response Plan, including applicable waivers, and such other information concerning the Facilities as the Provider may reasonably request;
  - pay, or provide security for payment of, services and Removal Costs of the Provider in accordance with Clause 4;
  - be responsible for deciding which Response Resources shall be requested from the Provider to conduct Response Activities;
  - be responsible for coordinating and directing overall Response Activities;
  - be responsible for disposal of all Oil and Hazardous Substances collected by the Provider;
  - maintain in force at all times Marine Oil Pollution Insurance and furnish, whenever requested by the Provider, confirmation of such insurance;
  - comply with the procedures set forth in Provider's Oil Spill Notification procedures;
  - obtain and provide Provider with the Client's Environmental Protection Agency identification number or other such authorization required by law for any Discharge or threatened Discharge classified as a Hazardous Substance, or similar designation, prior to the Provider providing services hereunder.
- 2) Notwithstanding Clause 3.1, the Client shall not be required to utilize the Provider to deploy Response Resources for Response Activities and may arrange for the supply and deployment of Response Resources for Response Activities in the Area of Service by any other person.

**4. COMPENSATION**

- 1) The Basic Compensation to be paid to the Provider in the form of annual retainer fee as set forth in Schedule 3.
- 2) The Additional Compensation to be paid to the Provider is as follows:
- Response Resources Use charges:  
 The Client shall pay the Provider for Response Resources deployed by the Provider or Local Contractors in connection with Response Activities taken in accordance with the time and material rates set out in Schedule 4. The Provider alone is responsible for all payments due to the Provider's subcontractors, including, without limitation, Local Contractors, for services rendered.
  - Other charges:
    - The Client shall pay the Provider for other services requested by the Client in accordance with the time and materials rates specified in Schedule 4 or at such other rates as may be agreed at the time;
    - The Client shall pay the Provider for all reasonable costs of collection, litigation or settlement incurred by the Provider in order to collect unpaid fees for invoices, pursuant to this Agreement, including reasonable attorneys' fees.
- 3) The fees and charges related to in this Clause shall be established annually and provided to the Client. The Provider's Basic Compensation shall remain fixed during each one year period of this contract. The Provider's Additional Compensation shall remain fixed during each one year period of this contract subject to adjustments noted on Schedule 4. The Client agrees to pay fees and charges in accordance with the fees and charges in effect at the time the services are rendered.
- 4) The method, terms and conditions of billing and payment are set forth in Schedules 3 and 4.
- 5) Nothing herein shall be read to oblige the Provider to continue to deploy Response Resources when it has not been paid or provided with acceptable security for services rendered or services to be rendered.

**NATIONAL RESPONSE CORPORATION**  
**Contract For Provision Of Supplemental Services**  
**To BP Exploration**

**Terms of Contract**

**A. RESPONSE PROCEDURE**

- 1) The Client may initiate a request for the deployment of Response Resources for Response Activities by a direct telephone call to the Provider at (518) 369-8844, and such telephone call shall be deemed a request for the deployment of Response Resources by the Client for purposes of this Agreement.
- 2) The person initiating Response Activities on behalf of the Client shall provide information to the Provider as indicated in the "Oil Spill Notification Procedures", which is provided to the Client as part of this Agreement and is incorporated as such.

This information shall include:

- a) the name of the Client;
  - b) the caller's name and title;
  - c) the name of the Facility;
  - d) the location of the spill including geographic coordinates;
  - e) the nature and estimated quantity of the Oil discharged;
  - f) the approximate time of the incident;
  - g) the weather conditions on the scene and forecasted weather conditions, if known;
  - h) the condition of Facility;
  - i) the name of the Qualified Individual and Federal On-Scene Coordinator (OSC), if known;
  - j) the Response Resources required to be deployed at that time.
- 3) The Client shall be responsible to notify governmental authorities as required by Federal Law or State Law of the Discharge. The Provider, however, is not precluded from notifying governmental authorities if deemed appropriate.
  - 4) Upon receipt of the request for the deployment of Response Resources from the Client, the Provider shall use Best Endeavors to deploy such Response Resources in accordance with response time requirements specified under Federal law and State Law. Upon the Provider's arrival at the scene of the Discharge, the Qualified Individual, or other authorized representative of the Client, shall give the Provider written authorization to proceed with deployment of Response Resources. The Provider thereafter shall continue to act in accordance with the instructions of the Qualified Individual, or other authorized representative of the Client, subject to the terms of this Agreement.
  - 5) The Client shall give the Qualified Individual, or other authorized representative on scene, full authority to approve the daily worksheets submitted by the Provider.

**B. LIMITATIONS ON PROVIDER'S OBLIGATIONS**

In the event the Provider is requested to deploy Response Resources for Response Activities for more than one Discharge within the Area of Service, the Provider and Client shall make good faith efforts to agree on allocation of Response Resources between the spills. In the absence of such agreement, the Provider shall allocate its Response Resources as directed by the OSCs or other U.S. Government representatives for the concurrent spills. In the absence of such direction the Provider shall not be obligated to remove or divert Response Resources from Response Activities in connection with another spill initiated prior to the request for deployment of Response Resources by the Client if the Provider deems that such Response Resources are necessary for proper completion of the previously initiated Response Activities. The Provider shall give notice to the Client if it will be unable to respond due to deployment of Response Resources for a discharge by another client.

**C. DISCLAIMERS AND LIABILITY**

- 1) THERE ARE NO WARRANTIES, INCLUDING A WARRANTY OF WORKMANLIKE SERVICE, WHICH EXTEND BEYOND THOSE EXPRESSLY SPECIFIED IN THIS AGREEMENT.
- 2) The Client acknowledges that Response Resources deployed by the Provider under this Agreement will be deployed on an emergency basis and that the purpose of Response Activities for which such Response Resources will be deployed is to remove, to the maximum extent practicable, Oil from a Discharge. The Provider does not warrant, by the terms of this Agreement or by undertaking, that Response Activities conducted with Response Resources will render the scene of the Discharge, or areas affected by the Discharge, safe for any form of human activity, or in compliance with any Federal law or State Law.
- 3) In no event shall the Provider, its affiliates, agents or employees be liable for or obliged in any manner for consequential or special damages including, but not limited to, any loss of profits or loss of use.

- 4) The Provider, its affiliates, agents, directors, officers or employees shall be entitled to the protection of Responder Immunity Law and nothing herein shall be construed to allow the Client to recover by way of contribution, indemnity or otherwise from the Provider, its affiliates, agents, directors, officers or employees, any amounts for which the Client is liable to or has paid to third parties and for which the Provider, its affiliates, agents, directors, officers or employees would have no liability under the Responder Immunity Law applicable in the jurisdiction where the Discharge and/or Response Activities have occurred. In no event shall the Provider, its affiliates, agents, directors, officers or employees be liable for or obliged in any manner for damages suffered by the Client arising from services hereunder whether damages to third parties or the Client directly, unless the damages were directly caused by the gross negligence or willful misconduct of the Provider, its affiliates, agents, directors, officers, or employees.
- 5) At no time shall the Provider be considered to have title to, or otherwise own, any Oil in the Facility or being removed from the water, shoreline or elsewhere, or to be in possession or control of any such Oil, except as the Client's agent.

**D. INSURANCE**

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

Coverage	Limit
Worker's Compensation	Statutory
Comprehensive General Liability (Bodily Injury/Property Damage)	\$10,000,000
Employer's Liability	\$10,000,000
Automobile Liability	\$10,000,000
Marine Liability	\$10,000,000
Aircraft	\$10,000,000

- 2) The Provider shall furnish the Client insurance certificates reflecting the Provider's compliance with Clause 6 of this Agreement.
- 3) The Client shall be responsible for maintaining its own liability insurance.
- 4) The Provider shall, at the request of the Client, acquire additional insurance or increased coverage at the cost of the Client.

**E. INDEMNIFICATION**

- 1) The Provider agrees to release, indemnify, defend and hold harmless the Client from and against any and all costs, liabilities, claims, demands, contractual liabilities and causes of action which the Client may suffer, incur, or pay out to the extent caused by the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors except to the extent that such liabilities, claims, demands and causes of action occur as a result of the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the gross negligent or willful misconduct of the Client, its employees or agents, or of third parties.
- 2) a) The Client shall release, indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action to the extent caused by the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the gross negligence or willful misconduct of the Client except to the extent that such liabilities, claims, demands or causes of action occur as a result of the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors.
- b) Notwithstanding Clause 2.2(a), the Client shall indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims demands and causes of action for Removal Costs and damages under OPA §1002 or corresponding State Law which result from actions taken or omitted to be taken in the course of rendering care, assistance or advice in connection with a Discharge or Threatened Discharge from a Facility consistent with the National Contingency Plan or as otherwise directed by the Client, the U.S. Coast Guard the U.S. Environmental Protection Agency or other governmental authorities, which the Provider, its affiliates,

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directors, officers, employees, agents and subcontractors, individually or collectively, may suffer, incur, or pay out, except to the extent that:

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

**10. EXCUSE OF PERFORMANCE**

- 1) The performance of this Agreement, except for the payment of money for services already rendered and such further services as are necessary for standby or to demobilize following suspension, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of either party and not contemplated as a circumstance in which services hereunder are to be performed. Such causes shall include, but not be limited to, acts of God, acts of public enemies, war, rebellion, sabotage, riot, fire, explosion, unavoidable accident, or flood; Governmental laws, regulations, requirements, orders or actions; national defense requirements, injunctions or restraining orders, labor trouble, strike, lockout or injunction. In such event, the parties agree to use their best efforts to eliminate the above referenced causes (provided that neither party shall be required to settle a labor dispute against its own best judgment).
- 2) The party asserting a right to suspend performance under this Agreement must, within a reasonable time after it has knowledge of the effective cause, notify the other party in writing of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Agreement to it, either party may terminate this Agreement on the number of days written notice set forth in the Summary of Agreement, Box 13.
- 3) The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.
- 4) The Provider shall not deploy Response Resources in connection with Response Activities where, in the good faith judgment of the Provider's supervisory personnel on the scene and with the agreement of the Federal On Scene Coordinator, circumstances in which the Response Activities are to be conducted present an unreasonable risk to the personal safety of any person or property.

**11. TERMINATION**

- 1) If the Provider is unable, for a period of more than forty-five (45) days, to obtain or maintain Classification as an Oil Spill Removal Organization when such Classification is available, or is rejected as an oil spill removal organization by the Minerals Management Service, this Agreement may be terminated upon notice from the Client. In such event the Provider shall pay to the Client in full liquidated damages an amount equal to the prorated portion of the annual retainer fee.
- 2) This Agreement may be terminated by the Provider upon forty-eight (48) hours notice to the Client in the event of the following:
  - a) with respect to a Facility or Facilities, when the Client has failed to provide the Provider with proof of insurance;
  - b) with respect to a Facility or Facilities, when the Client has failed to obtain a Certificate of Financial Responsibility from the appropriate Federal or State authorities;
  - c) when the Client is not current with payment of any fees or charges under this Agreement.
- 3) In the event of termination, the Client shall compensate the Provider for all services performed prior to termination and for such post-termination efforts as are reasonably related to the services such as demobilization and storage and disposal of recovered Oil.

- 4) Should the Client default in the performance of its obligations under this Agreement, or cease doing business as a going concern, become insolvent, commit an act of bankruptcy, or become the subject of any proceeding under the Bankruptcy Act or other insolvency laws, or be seized or nationalized by a government or government instrumentality, then the Provider may, without notice and without relieving the Client of its obligations hereunder, terminate this Agreement, declare the balance of fees and charges to be due and payable, and assert maritime or other liens against the Facility or Facilities, wherever it may be found.

**12. CONFIDENTIALITY**

- 1) The Provider and the Client (including both party's principals, employees, officers, directors, and agents) shall treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information whether verbal or written, or any description whatsoever (including any technical information, experience or data) regarding the terms of this Agreement or the Provider's Response Resources and Contractors without, in each instance, securing the prior written consent of the other party, except where Federal and/or State requirements mandate such disclosure of any Discharge or Response Activity, or when both parties agree that the other may disclose that the Client has contracted with the Provider or such information is otherwise in the public domain.
- 2) In the event that either party shall be required by subpoena, court, or administrative order (hereinafter "The Order") to disclose any information related to this Agreement, that party shall give immediate written notice to the other party. Upon receipt of same, the party whose information may be the subject of The Order expressly reserves the right to interpose all objections it may have to the disclosure of its information at such party's expense. The foregoing shall survive the termination or expiration of this Agreement and shall continue until a specific written release is given by either party.

**13. NON-ASSIGNMENT**

Except to the extent of the Provider's right to subcontract for Response Resources and other services hereunder, this Agreement is personal to the parties, and neither rights nor obligations may be assigned by either party without the prior written consent of the other party.

**14. TERM**

This Agreement shall continue in full force and effect for the period of years as indicated on the Summary of Agreement and for successive periods of one year thereafter unless terminated by either party upon written notice to the other party thirty (30) days or more before the next renewal date.

**15. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing and signed by the party to be bound.

**16. SEVERABILITY**

If any section, subsection, clause or sentence of this Agreement shall be deemed illegal, invalid or unenforceable under any applicable law actually applied by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of this Agreement or any other section, subsection, clause or sentence thereof. Where, however, the provisions of any applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

**17. GOVERNING LAW AND JURISDICTION**

- 1) This Agreement shall be governed by and construed in all respects in accordance with the law of the State of Texas except to the extent that this Agreement entitles the Provider to the benefit of Responder Immunity Law applicable in the jurisdiction where the services are rendered in which case the Responder Immunity Law shall govern only the issue of the Provider's liability.

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- 2) k) In relation to any dispute arising out of or in relation to this Agreement, each of the Provider and the Client hereby irrevocably and unconditionally submits itself to the jurisdiction of the Supreme Court of the State of Texas, Harris County, the United States District Court for the Southern District of Texas, and any other court of competent jurisdiction within the City of Houston. Such courts within the City of New York shall have exclusive jurisdiction with relation to any dispute arising out of or in connection with this Agreement and for the benefit of the Client.
- b) Each of the Provider and the Client hereby consents to service of process in any suit, action or other proceeding arising out of or in relation to this Agreement in such court within the City of Houston, and agrees that service by mail shall constitute valid service upon the Provider and/or Client.
- c) Nothing in this Clause shall affect the right of the Provider to serve process in any manner permitted by law, or limit the right of the Provider to take proceedings with respect to this Agreement against the Client in any jurisdiction. Nor shall the taking of any proceedings with respect to this Agreement in any jurisdiction preclude the Provider from taking proceedings with respect to this Agreement in any other jurisdiction, whether concurrently or not.
- d) The Provider may claim execution of any judgment or order in any court of appropriate authority of any state or country where the Client has any assets.
18. MISCELLANEOUS
- 1) This Agreement and the Schedules to this Agreement represent the entire understanding and agreement between the Provider and the Client and supersede any and all prior agreements, whether written or oral, that may exist between the Provider and the Client regarding same. No agreements to modify this Agreement shall be effective unless set forth in writing and signed by representatives of each party authorized to amend this Agreement.
- 2) None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture between the parties for any purpose.
- 3) The Provider shall not be restricted (whether as Provider, agent, owner, operator, charterer or otherwise) from carrying on or being concerned or interested in any business or activity which is or may be similar to or competitive with the business or activities now or at any time hereafter carried on by the Client.
19. NOTICES
- 1) Unless otherwise expressly provided herein, all notices, requests, demands, consents or other communications to or upon the parties under or pursuant to this Agreement shall:
- a) be in English and in writing;
- b) be deemed to have been duly given or made if it is:
- i) delivered by hand by a third party at the address of the relevant party set out below (or at such other address as the relevant party may hereafter specify to the other party) on the day of delivery; or
- ii) sent by telex or facsimile to the telex number or facsimile number of the relevant party set out herein, or to such other number as either party may hereafter specify to the other party, when sent.
- 2) For the purpose of this Clause, all notices, requests, demands or other communications shall be given or made by being addressed to the Client Contact or Provider as specified in the Summary of Agreement, Boxes 3, 4 and 6.
20. WARRANTY OF AUTHORITY
- The Client hereby warrants that it is the operator (as that term is used customarily in the oil and gas industry) of the Facilities listed on Schedule 1. The Client agrees to provide, if requested by the Provider, written confirmation of such operatorship.
21. CHANGE OF FACILITY(S)
- 1) The Client may delete a facility from Schedule 1 and coverage under this Agreement at any time prior to entry of such facility in U.S. Waters upon seventy-two (72) hours notice to the Provider. Such facility shall be deleted from coverage under the Agreement as of the time and date specified in the notice or if no time and date is specified, upon the end of the seventy-two (72) hours period, or entry into U.S. Waters, whichever occurs first.
- 2) The Client may add a facility to Schedule 1 upon five (5) business days notice coupled with proof of Marine Oil Pollution Insurance and such other information as specified on the Summary of Agreement and as set forth in Provider's Instructions to Clients.
- 3) In the event that the Client adds a facility to Schedule 1 during the term of this agreement, such facility(ies) will be included under the same terms and conditions as those facilities entered under this contract.
22. HAZARDOUS MATERIALS
- In regards to coverage of onshore and offshore non-transportation related facilities engaged in the production, storage and handling of "oil(s)", during the term of this contract there exists a possibility that regulations may be published which require planning standards for hazardous materials. Provider's intentions are to furnish hazardous materials response capability, however, given the present lack of regulatory detail, hazardous materials response services are considered outside the scope of the contract.

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**Schedule 1**  
**Description of Client Facilities**

**AGILITIES IN AREA OF SERVICE**

<u>Name</u>	<u>Location</u>	<u>OCS-#</u>
<u>Production Platforms</u>		
Pompano	VK 989	
Amberjack	MC 109	
Snapper	EW 826	
Troika	GC 200	
<u>Drilling Units</u>		
Ocean America	U.S. Gulf of Mexico	
Ocean Clipper	U.S. Gulf of Mexico	
Ocean Confidence	U.S. Gulf of Mexico (1999)	
Glomar Arctic I	U.S. Gulf of Mexico (GC 200)	

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**Schedule 2**  
**Description of Area of Service**

**REA OF SERVICE**

NRC spill response services will be provided in the following areas:

(1) The coastal and tidal waters, and the exclusive economic zone (as defined in the Oil Pollution Act of 1990 as "the zone established by Presidential Proclamation numbered 5030, dated March 10, 1983, including the ocean waters of the areas referred to as "eastern special seas" in Article 3(1) of the Agreement between the United States of America and the Union of Soviet Socialist Republics on the maritime boundary, signed June 1, 1990" of the United States East and Gulf Coast, with the inland and tidal bodies of water contained in Item (2) to be generally accepted as the inward boundary of the Area of Operations.

(2) The following inland and tidal bodies of water are included within the Gulf of Mexico and Southeast Area of Operations:<sup>1</sup>

<sup>1</sup> These stated boundaries of operations are provided for contractual purposes. NRC will review any interest in coverage outside of these areas on a case-by-case basis.

**GULF REGION**

St. Marks River to (30°08'48"N 84°11'48"W)

Apalachicola Bay to US 98 Bridge (29°44'N 84°55'W)

Choctawhatchee Bay to the northern point of the ICW (30°26'24"N 86°14'24"W)

Pensacola Bay to Bayou Chico Turning Basin

Mobile Bay, including:

- Chicassaw Creek to Highway 43
- Mobile River, 9' Navigation Channel approx. 3.0 miles North of Chicassaw Creek Junction

Pascagoula Bay, including Pascagoula River Channel to Marsh Lake Junction

Bayou Casotte to Turning Basin

Gulfport Channel to Turning Basin

Bay St. Louis to (29°21'24"N 89°20'00"W)

Biloxi Bay to Industrial Seaway Turning Basing (approximately mile 15.0)

Mississippi River to US 190 Bridge at Baton Rouge

Atchafalaya River South of US 190 Bridge at Krotz Springs

Chicasso River (including Industrial Canal, Ross Bluff Cutoff and Clooney Island Loop) to and including Old Town Bay Sabine & Neches Rivers:

- Neches River (including Breaks Bayou) to I-10 overpass
- Sabine River to Port of Orange including Cow Bayou

Sabine Pass/Sabine Lake, including:

- Taylor Bayou

Galveston Bay, East Bay

Galveston Bay, Trinity Bay, Houston Ship Channel

Houston Ship Channel to Turning Basin, including Buffalo Bayou to Turkey Bay

Galveston Bay, West Bay

Chocolate Bayou to approximately mile 9.5

Brazos River to Freeport, including Dow Chemical USA Barge Canal

Matagorda Bay, including:

- Lavaca Bay, including Port Lavaca to Tree Palacios

- Colorado River to Turning Basin
- Port Comfort to Turning Basin (inclusive barge channel)

Corpus Christi Bay, including:

- Industrial Canal to Vista Turning Basin
- Lydia Ann Channel
- Aransas Channel and Bay
- Redfish Bay
- La Quinta Channel

Brownsville, including:

- Ship Channel to Turning Basin
- Port Isabel Channel to Turning Basin

ICW-St. Joe Pass (Mississippi Sound) to Rigolets

ICW-Rigolets to Michoud

ICW-Michoud to Harvey Canal

ICW-Catahoula Bay to Wax Lake Outlet

ICW-Lake Cocodrie/Bayou Black/Bayou Chena/Bayou Boeuf

ICW-Bayou Boeuf to Wax Lake Outlet (Morgan City/Berwick)

ICW-Point An Fer to Marsh Island

ICW-Grand Lake to Gibbetown

ICW-El Sender to Port Arthur

ICW-Orange to Mud Bayou

ICW-Mud Bayou to East Bay (Galveston Bay)

ICW-East Bay to Galveston Bay Intersection

ICW-Cedar Lakes to Matagorda Peninsula East (Matagorda Bay)

ICW-East Matagorda Bay to Matagorda Bay

ICW-Matagorda Bay

ICW-Matagorda Bay, Port O'Connor

ICW-Espiritu Santo Bay to Aransas Pass

ICW-Bellin Bay to Port Mansfield

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**Schedule 3**  
**Basic Compensation**

Year	Annual Fee	PPI (A)	PPI Adjustment	Annual Retainer Amount	To Be Billed	Actual Retainer Paid for Year
1999	\$20,000	Base	-	\$20,000	Quarterly in Advance	\$20,000
2000	\$30,000	+PPI			Quarterly in Advance	
2001	Prior Year's Actual Retainer Paid	+PPI			Quarterly in Advance	
2002	Prior Year's Actual Retainer Paid	+PPI			Quarterly in Advance	

Client shall pay, or cause to be paid, to NRC, an annual retainer fee in accordance with the fee structure outlined in the schedule above.

- A) PPI is the Producer Price Index [Industrial Commodities] Table 6, used to adjust the PPI for each calendar year using 1998 as the base year.
- B) Payment of Annual Retainer for 1998 is due and payable in quarterly installments, beginning within thirty days of execution of this agreement for 1998.
- C) National Response Corporation shall allow BP Exploration to exercise a three-month transition period from July 1, 1998 through September 30, 1998, during which time the quarterly retainer fee of \$20,000 will be waived. Therefore, the annual retainer fee for the period of July 1, 1998 through December 31, 1998 shall be calculated at \$20,000.

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**Schedule 4**  
**Time and Material Rates**

**EQUIPMENT:**

- All equipment is billed on a portal-to-portal basis, from time of activation. If equipment billed on a daily rate basis is activated, any portion of a day expended will be billed as a full day.
- Prior to return, all equipment is to be cleaned to NRC's standards, and, if applicable, gas freed as witnessed by a Marine Chemist. Such costs are for the client's account. Additionally, any and all equipment destroyed, damaged, lost or rendered unusable will be replaced or repaired to NRC's satisfaction.
- All equipment to be operated at the direction of client, consistent with good seamanship and safe work practices.
- All service use charges (telephone, satellite time, etc.), consumables and supplies will be billed at cost plus fifteen percent (15%).
- NRC maintains exclusive rights to assign specific equipment operators and/or vessel crews for response operations.

**PERSONNEL:**

- All personnel are billed on a portal-to-portal basis, with a four (4) hour minimum.
- Senior Operations Management charges will be prorated on an eight (8) hour day basis for the first four (4) hours of each day worked. Any time worked beyond four (4) hours will be charged at the full day rate.
- Personnel rates are subject the following:
  - prior to 08:00 hrs. and/or after 18:00 hrs., except as below: time and one-half.
  - from 00:00 to 23:59:59 hrs. Saturday: time and one-half.
  - from 00:00 to 23:59:59 hrs. Sunday and included holidays: double-time.
  - for purposes of point (c), the following will be considered to be included holidays: New Year's Day, All Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.
- Per Diem Incurred on Client's behalf will be billed at a fixed rate of \$150.00 per person, per night, unless actual costs incurred are greater, then same will be billed at cost plus fifteen percent (15%). All travel expenses will be billed at cost plus fifteen percent (15%).
- An activation fee of \$500 will be assessed for the International Operations Center (IOC) support and coordination efforts associated with spill activities.

**MISCELLANEOUS:**

- All NRC invoices from Marine Resource Network (MRN) will be subject to a ten percent (10%) administrative fee from NRC.
- All NRC invoices for pre-contracted Necessary Support Services (outside accounting, scientific support, communications technical support, etc.) will be subject to a ten percent (10%) administrative fee.
- All NRC invoices from ICN Participants will be subject to a ten percent (10%) administrative fee from NRC.
- Client is responsible to pay all applicable sales tax(es), use tax(es), customs duties, or similar tax(es) or import fee(s) which NRC (or its subcontractors) are obligated to pay as a result of the services provided or which NRC is required to collect, in association with any and all types of incidents.
- All NRC resources involved in a deployment to the Guam, Pacific Territories, or other areas outside of the Area of Service will be subject to a thirty percent (30%) administrative fee.
- All vessels and equipment rates will be increased by fifty percent (50%) when operating in ice conditions.
- NRC resources responding on behalf of a party which is not an NRC Client in good standing, will be charged in accordance with NRC's Non-Client Time and Materials Rate.
- All Insurance Surcharges charged from NRC subcontractors are for the client's account.

**SPILL MANAGEMENT TABLETOP EXERCISE (SMTT)**

Simple Drill: \_\_\_\_\_ No Charge  
 This drill includes the following services: verification of client, a check of telephone numbers, completion of a spill notification sheet, assignment of an NRC case number, telephone calls and faxing of information. Under this category, the client may request a one page site specific computer print-out of NRC's available resources.

Intermediate Drill: \_\_\_\_\_ \$100.00  
 This drill includes all services of simple drill, but requires additional services which necessitate the activation of additional personnel to meet special needs or requests from the client. This type of drill will not normally exceed 10 staff hours.

Advanced Drill: \_\_\_\_\_ Time & Material Rate Charges  
 This drill will normally include all services for the above drills, and will involve actual deployment of equipment, or a call-out of personnel. It is recommended that if a drill of this magnitude is planned, the client contact NRC to obtain an estimate.

**AVERAGE MOST PROBABLE DISCHARGE SERVICE (AMPD):**  
**(LESS THAN 12 NAUTICAL MILES OFFSHORE)**

- AMPD services will be arranged by NRC WITHOUT ADMINISTRATIVE SERVICE CHARGE OR MARKUP.
- Must be requested in writing at least twenty four (24) hours prior to any cargo transfer.
- Will be provided by Participants of the NRC Independent Contractor Network (ICN) or by NRC proper.
- AMPD Services will be invoiced consistent with providing ICN Participant(s) published rate schedule(s). NRC will use its best efforts to obtain the most favorable rates for equivalent services, if possible.

**TERMS FOR RECEIPT OF PAYMENT FOR**  
**EQUIPMENT/SERVICES RENDERED****TYPES OF INVOICES**

SPILL	NET 10 DAYS
DRILL	NET 30 DAYS
AVERAGE MOST PROBABLE DISCHARGE	
STAND-BY SERVICE	NET DUE ON RECEIPT
EQUIPMENT USE (1)	NET 10 DAYS
RETAINER FEE	NET DUE ON RECEIPT
VOYAGE FEE	NET DUE ON RECEIPT

(1) Indicates those cases when an ICN Participant and/or other outside parties request the use of NRC equipment that has no other NRC involvement.

A finance charge of 1-12% per month, which is an annual percentage rate of 12%, will be charged on all past-due account from NRC's Terms.

**NRC PERSONNEL RATE SCHEDULE**

Senior Operations Manager (SOM)	\$1,750/per day
Project Manager (PM)	\$ 90/per hour
Commercial Manager (CM)	80/per hour
Controller (CTL)	90/per hour
Health and Safety Manager (HSM)	\$ 80/per hour
Regional Operations Manager (ROM)	75/per hour
Science Officer (SCO)	75/per hour
Marine Superintendent (MSP)	75/per hour
Certified Environmental Trainer (CET)	75/per hour
Planning Manager (PLM)	\$ 70/per hour
Logistics Manager (LGM)	70/per hour
Equipment Manager (EQM)	70/per hour
Marine Support Manager (MSM)	70/per hour
Marine Technical Manager (MTM)	70/per hour
Project Accounting Manager (PAM)	70/per hour
Communications Manager (CMG)	70/per hour
Assistant Marine Technical Manager (AMT)	\$ 65/per hour
Senior Accountant (SRA)	65/per hour
IOC Manager	65/per hour
Administrative Manager (ADM)	\$ 50/per hour
Accountant (ACT)	50/per hour

## Contractor Contracts and Agreements

## Appendix D

**NATIONAL RESPONSE CORPORATION**  
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**Schedule 4**  
**Time and Material Rates**

Assistant Logistics Manager (ALM).....	50/per hour
Assistant Operations Manager (AOM).....	50/per hour
Assistant Equipment Manager (AEM).....	50/per hour
Communications Operator (CMO).....	\$ 45/per hour
Equipment Technician (EOT).....	45/per hour
Information Systems Manager (ISM).....	45/per hour
IOC Duty Officer (IDO).....	\$ 40/per hour
Administrative Assistant (ADA).....	35/per hour
Data Entry Clerk (DEC).....	35 per hour

**NRC EQUIPMENT RATE SCHEDULE****OIL SPILL RESPONSE VESSEL/BARGE**

OSRV; 110' (1).....	\$ 7,750/per day
OSRV; >110' to <197' (1).....	7,750/per day
OSRB; >197' to <275' (1)(2)(3).....	7,750/per day
Identified Deployment Boat; 96' to 130' (3).....	6,000/per day

**OTHER MARINE CRAFT**

28 ft. Boom Handling/Skimmer Support Boat.....	\$ 1,350/per day
Portable Barge; Set.....	1,350/per day
17.5 ft. Right Hull Inflatable Boat w/ Engine.....	500/per day

**SKIMMING SYSTEMS**

Marco Class X-C Belt Skimmer (4).....	\$ 4,000/per day
OVOCR (Skimming Barrier System).....	3,500/per day
Drum Skimmer (Includes Power Pack).....	750/per day
Oil/Water Separator.....	1,000/per day
Sludge Pump.....	500/per day
Sump Pump.....	150/per day
Weir Head.....	85/per day
Hose, 8-inch lay flat, 50' length.....	180/day
Pharos GT-200 Weir Skimmer (4).....	1,000/per day
Yoma Weir Skimmer System (4).....	1,600/per day
Yoma Passo Weir Skimmer-Lobe (4).....	1,600/per day
MEG 5000 Weir Disk System.....	1,800/per day
Vacuum/Transfer Unit.....	1,800/per day
8-Band Rope Mop System (4).....	1,600/per day
4-Band Rope Mop System (4).....	1,200/per day
DOP 250 / Turbine Pump(s).....	800/per day

**BOOM**

43-inch and large Oil Boom.....	\$ 6,750/day
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21-inch Oil Boom.....	1,750/day
18-inch Oil Boom.....	1,250/day
Oil Boom Inflators.....	100/per day

**COMMUNICATIONS**

Mobile Communications Center (3).....	\$ 1,500/per day
Portable UHF/VHF Base Station.....	100/per day
UHF/VHF Repeater System.....	75/per day
Portable Inmarsat-M Satellite System (3).....	75/per day
Portable SkyCall Satellite System.....	plus use charges
.....	75/per day
.....	plus use charges
Airband Base Radio (All VHF Channels).....	75/per day
Airband Hand-held Radio (All VHF Channels & Headset).....	50/per day
Hand-Held UHF Radios.....	30/per day
Hand-Held VHF Radios.....	30/per day
3-Watt Bag Phone (3).....	75/per day
Cellular Phone (hand-held).....	50/per day

**TRANSPORT TRAILERS**

Van Trailer.....	\$ 100/per day
Flat Bed Trailer.....	100/per day

**TRANSPORTATION**

Utility Vehicle.....	\$ 100/per day
Automobile, 4 WD.....	75/per day
.....	plus 0.50/mile
Automobile, Non 4 WD.....	60/per day
.....	plus 0.50/mile

**ANCILLARY EQUIPMENT**

Hydraulic Power Unit 135 gal/min p-comp; 10 gpm non p-comp.....	\$1,000/per day
Hydraulic Power Unit 20 gal/min.....	100/per day
Hydraulic Power Unit 10 gal/min.....	75/per day
HMO-671 Handheld Air Monitor.....	50/per day

**MISCELLANEOUS**

Mobile ERAP Computer System (5).....	\$ 400/per day
Poster Printer - 20 x 30 Posters (10).....	200/per day
Printer.....	100/per day
Laptop/Desktop Computer.....	50/per day
Plan Paper Fax Machine.....	30/per day

(1) Includes 2 permanent crew, permanently installed equipment and vessels, two regular on board skimming systems are included. Deployed oil containment boom, support boats or other skimming systems will be billed consistent to this document. Additional crew, support equipment, support vessels and all supplies off spill related, or otherwise, are for the clients account.

(2) Towing power will be billed as a separate line item.

(3) Excluding San Juan response vessel. See "Crowley Marine Services".

(4) Includes 50 ft. of hosework, excludes power unit.

(5) MCC rate includes the following subsystems: Inmarsat M Satcom system, HF/SSB Radiotelephone, two UHF-FM base stations, two VHF-FM base stations. FAX telephone unit, line-of-sight phone patch capabilities, two fax machines, copier, computers and printers.

(6) ERAP is NRC's Emergency Response Accounting Program. The System includes Server, Network Connections, Software and Accessories. Laptop and/or Desktop Computers are billed separately.

(7) Includes fax connector and external antenna.

(8) 2 suitcases (fax and voice capable)

(9) Includes four (4) permanent crew, permanently installed equipment, and on-board skimming system. Also includes fuel, lube and consumables. Does not include additional six (6) crew required for extended operations and/or night operations. Charges for additional crew, including transportation, are for the client's account.

(10) Additional special paper billed separately.

# AUTHORIZATION TO PROCEED

Client authorization of NRC services.

I hereby acknowledge receipt of National Response Corporation's rate schedule effective \_\_\_\_\_ and hereby authorize National Response Corporation to provide goods and services for this job and also accept the terms of the rate schedule set forth and agree to pay according to said schedule any and all monies due and owing within ten (10) days from invoice date.

I understand that a finance charge of 1 1/2% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts.

In addition, I authorize NRC to arrange for disposal on my behalf, consistent with the following terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will be responsible for all collection cost on past due accounts, inclusive of attorneys fees.

JOB LOCATION \_\_\_\_\_

JOB DESCRIPTION \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

NRC REFERENCE: \_\_\_\_\_

# Emergency Response Service Agreement (ERSA)

**Business Unit Name**  
26-676 (APL-12-02)

**Order Number BP OSRO 2003-008**  
**This order number must appear on all invoices**

March 19,201

**STANDARD DATA JRP 1-30-03**

Oil Mop, LLC  
131 Keating Drive  
Belle Chasse, LA 70037

Hereinafter referred to as "CONTRACTOR"

ATTENTION: Mr. Bruce Bell

Atlantic Richfield Company , hereinafter referred to as **COMPANY**, desires to have the "Work" described below performed in a safe manner, free of accidents, and in accordance with the terms and conditions set forth in this agreement. **CONTRACTOR** is to furnish all labor, equipment, and materials required for the Work except such labor, equipment, and materials as may be specifically stated herein as to be furnished by **COMPANY**. All work and materials shall be of the very best quality, first-class in every particular and shall be subject to inspection and acceptance by **COMPANY**. Any inspection and acceptance by **COMPANY** shall not constitute a waiver of any of its rights hereunder.

**Premises/Location:** Various locations designated by COMPANY

**Account Number:** Various **Commodity Code:** \_\_\_\_\_

## 1. DESCRIPTION OF WORK TO BE PERFORMED:

WHEREAS, **COMPANY**'s business involves the manufacture, marketing, handling, transportation, and storage of crude oil, petroleum products, chemicals, and other hazardous materials (hereinafter collectively referred to as "Oil and/or Hazardous Materials") which may result in conditions necessitating emergency response when inadvertently released into the environment, and

WHEREAS, **CONTRACTOR** is engaged in the business of providing emergency response services with respect to releases into the environment of Oil and/or Hazardous Materials.

A. This contract is issued to cover Emergency Response Services as requested by **COMPANY** beginning **March 19, 2003** Work to be performed hereafter shall be authorized by **COMPANY** either by letter of release or work order or **COMPANY** shall be entitled to request **CONTRACTOR**'s emergency response services upon giving notice by telephone 24 hours per day, seven (7) days per week by calling 800 645 6671. At such time the **COMPANY** representative making the call shall furnish to **CONTRACTOR** the name and title of the caller, the location of the site needing emergency response services (hereinafter referred to as the "Site"), the Oil and/or Hazardous

Materials involved, if known, and other relevant facts relating to the situation then known to the caller. **COMPANY** may use **CONTRACTOR**'s or any other person's emergency response services for a particular site or geographical area, and nothing herein shall be construed to grant **CONTRACTOR** an exclusive right to perform such services for **COMPANY**.

B. **CONTRACTOR** shall use its best efforts to provide to **COMPANY** upon **COMPANY**'s request emergency response services that may include, but are not limited to, containment, removal, neutralization, decontamination, recovery, cleanup, repackaging, and transportation of Oil and/or Hazardous Materials. **CONTRACTOR** shall use its best efforts to render emergency response services to **COMPANY** locations including, but not limited to, the **COMPANY** facilities described in **Schedule A** to this agreement. **CONTRACTOR** response equipment includes, but is not limited to, that listed in **Schedule B**. **CONTRACTOR** will maintain a daily work sheet identifying, by hour, the personnel and equipment performing work under this contract. This form will be approved by **COMPANY** representative daily, and a copy retained by **COMPANY** representative. Upon completion of the job, or as directed by **COMPANY**, **CONTRACTOR** shall submit an invoice, along with one copy of the daily work sheets to support the charges. **All invoices shall reference the above Order Number and Paykey Number (obtained from COMPANY) as referenced on the respective release. If the invoice is not submitted as required, COMPANY may return the invoice to the sender, payment may be delayed, and COMPANY will not reimburse CONTRACTOR for late fees.**

C. **CONTRACTOR must have on file with COMPANY, CONTRACTOR's Substance Abuse Plan that complies with all the requirements of the Department of Transportation Regulations 49 CFR Parts 40 and 199. CONTRACTOR is responsible for insuring that subcontractor and subcontractor'S employees are in compliance with all the requirements of 49 CFR Parts 40 and 199. COMPANY reserves the right to audit the subcontractor's Substance Abuse Plan.**

D. Since a portion or all of **CONTRACTOR**'s work may involve an emergency response to a hazardous substance release. All employees and subcontractor employees provided by **CONTRACTOR** to respond to such a release, shall have the training required by the OSHA Standard on Hazardous Waste Operations and Emergency Response (29 CFR 1910.120) and such training shall be certified as required by that standard. **CONTRACTOR** shall promptly provide evidence of such training and certification to **COMPANY** upon request, if applicable.

E. Upon receiving a request for emergency response services from **COMPANY**, **CONTRACTOR** shall promptly inform the caller if it has the necessary personnel and equipment available to respond. Promptly upon a request for services, the **COMPANY** facility requesting such services shall verbally designate its authorized representative hereunder. Using its best efforts under the circumstances then existing, including emergency response services being rendered to others, **CONTRACTOR** shall promptly mobilize the necessary personnel and equipment and proceed to the Site as quickly as reasonably possible in an effort to meet any response time(s) as identified by **COMPANY**'s representative.

F. The parties recognize that at the commencement of emergency response services hereunder, the scope thereof may not be well defined. The parties agree that at the commencement of an emergency response services project that their respective representatives shall consult with each other to define the scope of the work to be performed and outline strategies and approaches to such work. If the parties later agree to modify materially the scope of the work or the strategies or approaches thereto, they shall within seven (7) days of such modification sign a written amendment to the purchase order described in Section 1 (G) hereof.

G. **COMPANY** shall promptly issue to **CONTRACTOR** a purchase order and PAYKEY describing the scope of the work to be performed (hereinafter referred to as the "Work") and designating the **COMPANY** and **CONTRACTOR** representatives authorized to act with respect to the Work. In the event of a conflict between the terms of such purchase order and the terms of this Agreement, the terms of this Agreement shall prevail.

## 2. CONTRACTOR'S RESPONSIBILITIES:

All work shall be performed according to the terms and conditions herein.

A. Prior to performing emergency response services, **CONTRACTOR** will conduct a site safety assessment and develop a site safety plan to include atmospheric monitoring and a determination as to the level of Personal Protective Equipment (PPE) to be worn. Furthermore the safety plan, atmospheric testing and use of PPE shall be discussed during the Pre-Entry meeting.

B. **CONTRACTOR** shall provide and be aware of the following requirements

- i. **CONTRACTOR** Benzene Notification
- ii. Hazwoper Notification
- iii. **COMPANY** Pipelines, NA's Fire Resistant Clothing Policy
- iv. Notice of Immigration Reform and Control Act of 1986
- v. **CONTRACTOR** Asbestos Notification
- vi. Material Safety Data Sheets (if applicable)

C. **CONTRACTOR** shall provide appropriately trained, competent, and appropriate supervision, labor, materials, tools, equipment, personal protective equipment, and subcontracted items necessary for the performance and completion of the Work in a safe, healthful, workmanlike, and efficient manner. **CONTRACTOR** recognized that time is of the essence in the performance of the Work and shall proceed with its best efforts under the circumstances then existing.

D. **CONTRACTOR** shall at all times keep the Site free from the accumulation of debris and rubbish that may result from its performance of the Work. At the completion of the Work, **CONTRACTOR** shall promptly remove all of its tools, vehicles, equipment, machinery, surplus materials, debris, and rubbish from and around the Site.

E. **CONTRACTOR** shall take necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal, state, and local safety and health laws, rules, and regulations and while on **COMPANY** response premises, **CONTRACTOR** shall abide by all such **COMPANY** rules provided to it by **COMPANY**. **CONTRACTOR** shall erect and properly maintain as required by the conditions and progress of the Work, necessary safeguards for the protection of its employees. **CONTRACTOR** shall require all subcontractors hired or supervised by it to implement such precautions and safeguards and to comply with all such laws, rules, and regulations.

F. **CONTRACTOR** shall keep full and detailed records concerning personnel, labor, materials, tools, equipment, and subcontractors provided by it under this Agreement and all testing, sampling, and analytical services performed. All such records may be audited by **COMPANY** upon request and shall be available for inspection on 24-hour notice for a period of three (3) years after the Work has been completed or longer where required by law.

G. If **CONTRACTOR** removes Oil and/or Hazardous Materials or waste from the Site for disposal, recycling, or other disposition, **CONTRACTOR** shall prepare for **COMPANY**'s signature manifests or shipping papers in coordination with **COMPANY** and shall obtain **COMPANY**'s prior written approval of any treatment, storage, disposal, or recycling facility to which such Oil and/or hazardous Materials and/or wastes are to be sent.

H. If requested by **COMPANY**, **CONTRACTOR** shall act for **COMPANY** and assist **COMPANY** in obtaining the proper and necessary permits for the Work. All required environmental clean-up permits and manifests should be issued in **COMPANY**'s name.

I. If requested by **COMPANY**, **CONTRACTOR** will participate in emergency spill drills.

### 3. COMPANY RESPONSIBILITIES:

A. If requested by **CONTRACTOR**, **COMPANY** shall furnish to **CONTRACTOR** information on the Site to the extent known and available to **COMPANY** concerning physical characteristics, soil reports, subsurface investigations, utility and easement locations, and other similar reports or documents reasonably needed by **CONTRACTOR** to perform the Work. Where necessary **COMPANY** shall furnish information on any body of water or shoreline affected, including charts and maps.

B. **COMPANY** will provide to **CONTRACTOR**, (or arrange to have provided to the **CONTRACTOR** where **COMPANY** does not own or operate the Site) its employees, and subcontractors access to the Site. If available, **COMPANY** may provide the following services at the site for **CONTRACTOR**'s use upon terms and conditions mutually agreed upon as evidenced by **COMPANY**'S purchase order: electrical power, potable water, telephones, storage for equipment, and access to the Site for vehicles and equipment.

### 4. PRICE AND TERMS OF PAYMENT:

A. **COMPANY** shall pay **CONTRACTOR** for the Work on a time and materials basis in accordance with the negotiated rates in **Schedule C**, which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items to **Schedule C**. Such additions shall be made by mutual written agreement.

B. Invoices for all work shall be issued monthly to the **COMPANY** facility that issued the purchase order under Section 1 (E) and shall include:

- (i) **COMPANY**'s purchase order number,
- (ii) **COMPANY**'s Paykey number,
- (iii) Copies of applicable subcontractors' requisitions,

- (iv) Description of personnel provided, their job titles, hours worked, and hourly rate,
- (v) Description of materials, equipment, and tools provided, the time they were used in the Work, and the rate therefor, and
- (vi) Other supporting details reasonably requested by **COMPANY**.

C. **COMPANY** shall pay all **CONTRACTOR**'s invoices within thirty (30) days of receipt thereof; provided, however, that if any such invoice does not include the information described in Section 4 (B), **COMPANY** shall promptly notify **CONTRACTOR** thereof, and **CONTRACTOR** shall promptly furnish said information. **COMPANY** shall then pay such invoice within thirty (30) days of receipt of such information.

D. Notwithstanding the foregoing, if **COMPANY** identifies an error, discrepancy, or dispute in any invoice, it shall promptly notify **CONTRACTOR** thereof. The parties will then endeavor to resolve any such error, discrepancy, or dispute promptly. If no resolution is made within this time frame, **COMPANY** may delete the disputed amount from the total invoice amount and pay the balance. The parties will then attempt to resolve the disputed amount with reasonable promptness.

E. **COMPANY** may, upon its request, audit any and all records of **CONTRACTOR** and any subcontractor relating to work performed and/or materials and/or services provided hereunder; provided, however, **CONTRACTOR** and subcontractor shall have the right to exclude any trade secrets, formulas, or work processes from such inspection. **CONTRACTOR** further agrees to maintain its books and records relating to work performed hereunder for a period of three (3) years from the date such work was completed or such materials and/or services were provided and to make such books and records available to **COMPANY** at any time or times within the three-year period.

F. Equipment shall be per the attached negotiated rates in **Schedule C** which is attached hereto and incorporated herein by reference. The rates set forth in **Schedule C** shall be firm for one (1) year from the date of this Agreement and thereafter may be revised by the mutual consent of the parties. Notification of pricing revision must be submitted to **COMPANY** no less than thirty (30) days prior to the effective date of the revision. From time to time **COMPANY** and **CONTRACTOR** may desire to add additional items or alter **Schedule C**. Such additions and alterations shall be made by mutual written agreement, or the revised rates shall be considered invalid and previous rates shall govern.

## 5. CONTRACTOR'S MINIMUM INSURANCE REQUIREMENTS:

**CONTRACTOR** shall maintain such minimum insurance, as indicated herein and shall contact Company should any of the listed insurances be cancelled or renewed. Furthermore **COMPANY** reserves the right to verify such insurance at any time during the term of this Agreement:

- A. Workman's Compensation and Employer's Liability Insurance which shall fully comply with the laws of the State where applicable, and any other applicable jurisdiction, and such policy shall contain the following endorsements covering:

1. United States Longshoreman's and Harbor Workers Compensation Act and as extended to Outer Continental Shelf Operations, if applicable to the Work to be performed herein by **CONTRACTOR**; and
  2. Endorsement covering Employer's Liability for Maritime operations with minimum limits of liability of \$3,000,000 for death or injury to each person per occurrence, if applicable to the Work to be performed herein by **CONTRACTOR**.
- B. Comprehensive General Liability Insurance with Contractual Coverage, properly endorsed, with limits of \$3,000,000 per person for deaths or injuries arising out of one accident; and Property Damage Insurance in an amount of \$5,000,000 aggregate for each accident, including environmental liability coverage, and, further, to cover marine operations, if applicable, including wreck removal.
- C. Automobile Liability Insurance with limits of \$3,000,000 per person for injuries or deaths arising out of one accident; and \$500,000 Property Damage arising out of one accident.
- D. Vessels Liability and Aircraft Liability, if applicable: All vessels owned, chartered, or operated by **CONTRACTOR** shall be covered with P&I Insurance and Hull Insurance, including wreck removal coverage. The Hull Insurance shall have limits not less than the full replacement value of the vessel. The P&I policy shall have limits equal to the replacement value of the vessel, or \$5,000,000, whichever is greater.
- E. Excess Liability Insurance above said Employer's Liability, Comprehensive General Liability, and Automobile Liability with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence.
- . All of the above listed insurance policies shall be endorsed as follows:

"To eliminate controversies, expense and inconvenience, it is agreed that the underwriters, insurers, and insurance carriers, of **CONTRACTOR** shall not have any right of subrogation (equitable or by assignment, expressed or implied, loan receipt or otherwise) against **COMPANY**, or its insurers, and the right of subrogation is expressly waived."

Also, under items (B), (C), (D) and (E) above, **COMPANY** shall be named as additional insureds. **CONTRACTOR**'s insurance requirements shall be primary to any **COMPANY** insurance or self- retention.

## 6. GENERAL CONDITIONS:

This document together with any exhibits, specifications or drawings referred to herein shall constitute the entire Contract between the parties. **COMPANY** objects to and shall not be bound by any past or future terms and conditions or course of conduct not set forth herein, unless set forth in writing and signed by authorized representatives of **COMPANY** and **CONTRACTOR**. Any additional or inconsistent terms not so agreed by **COMPANY** and **CONTRACTOR** in writing shall be null and void. Acceptance of any purchase order, confirmation order, work order, invoice or other form shall not modify the terms of this Contract. No claims for changes or extras will be permitted for work or materials and no change in price shall be allowed unless approved in writing by **COMPANY** and **CONTRACTOR** in advance.

## **7. LIABILITY, INDEMNITY AND DAMAGES:**

### **7.1 Preexisting Conditions**

**COMPANY acknowledges that CONTRACTOR has neither created nor contributed to the creation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at the Site prior to the date on which the performance of the Services is commenced hereunder (collectively, "Preexisting Conditions"). Accordingly, COMPANY shall defend, protect, indemnify and hold CONTRACTOR, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising from or relating to Preexisting Conditions. COMPANY shall not be required to indemnify CONTRACTOR pursuant to this section for any liability resulting from CONTRACTOR's sole negligence or willful misconduct. CONTRACTOR shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant**

### **7.2 Other Liabilities**

**Except as expressly provided in Section 7.1 with respect to liability for Preexisting Conditions, CONTRACTOR shall defend, protect, indemnify and hold COMPANY, its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from the Services performed hereunder by CONTRACTOR or its employees, agents or subcontractors. CONTRACTOR shall not be required to indemnify COMPANY pursuant to this section for any liability resulting from COMPANY'S sole negligence or willful misconduct. CONTRACTOR's indemnity shall not be limited by the amount of insurance required in Article 5 (INSURANCE) herein. COMPANY shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.**

### **7.3 Failure to Comply with Laws**

**CONTRACTOR shall defend (with counsel approved by COMPANY), protect, indemnify and hold COMPANY, its subsidiaries and affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees and court costs) arising or alleged to arise from CONTRACTOR's failure to comply with any and all laws, ordinances, rules, regulations and orders, including those laws set forth in Article 29.**

### **7.4 Patent, Copyright and Trade Secret Indemnification**

**CONTRACTOR, and to the extent applicable, its subcontractors and suppliers shall protect, defend, indemnify and hold harmless COMPANY, and its subsidiaries, affiliated companies, co-owners and joint ventures (if any), and their respective directors, officers, agents, representatives and employees against loss or damage arising out of any claim or suit for misappropriation of trade secret or for patent, copyright, or other proprietary right infringement arising out of, incident to, or in connection with (i) delivery of goods or performance of Services by CONTRACTOR, (ii) COMPANY's possession, use, or sale of goods, equipment, or materials furnished by CONTRACTOR, or (iii) COMPANY's production of copyrighted works incorporating or prepared according to documents or**

other tangible materials supplied by CONTRACTOR and COMPANY's possession, modification, use, sale, distribution, copying or licensing of such documents, materials or works, or (iv) COMPANY's manufacture, use or sale of goods, equipment or materials based on designs or methods contained in documents or other tangible materials supplied by CONTRACTOR. COMPANY shall promptly notify CONTRACTOR of any such claim or suit and afford CONTRACTOR an opportunity at CONTRACTOR's expense to undertake the defense of any such suit, provided that, at COMPANY'S election, COMPANY may join in such defense at its expense. If CONTRACTOR refuses or fails to defend such suit, CONTRACTOR shall reimburse COMPANY in full for COMPANY'S costs and expenses in the defense of such suit including attorneys' fees. CONTRACTOR shall pay promptly any judgments or decrees which may be entered against COMPANY in such suit, and in event of the grant of injunctive relief, CONTRACTOR shall provide non-violating information, goods, equipment, and/or material equal in value and efficiency and failing so to do, shall pay COMPANY all damages suffered by reason of such failure.

#### **8. PAYMENT OF BILLS AND LIENS:**

CONTRACTOR shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of this Contract. Before CONTRACTOR shall be entitled to receive payment, CONTRACTOR shall furnish evidence satisfactory to COMPANY of the full payment of any such indebtedness. If any lien shall attach to premises/location of COMPANY as a result of the Work performed, CONTRACTOR shall promptly procure its release and hold COMPANY harmless from all loss, cost, damage, or expense incidental thereto.

CONTRACTOR hereby authorizes COMPANY to pay any such liens from any payments due CONTRACTOR. To the extent permitted by law, CONTRACTOR waives and hereby releases COMPANY and the premises/location of COMPANY from any and all liens accrued or accruing to it whatsoever and authorizes COMPANY to withhold payments due CONTRACTOR for the applicable statutory period to pay any liens arising from the Work for which CONTRACTOR has failed to provide evidence satisfactory to COMPANY of full payment of such indebtedness.

#### **9. TAXES:**

CONTRACTOR shall accept sole liability for, and pay, all taxes, assessments, excises, impositions, licenses and fees (including interest or penalties, if any) levied, assessed, or imposed upon or on account of the execution of the work under this Contract or its receipts therefrom or on the materials therefor or on the manufacture, storage, sale, receipts from sale, use, transportation, inspection, or delivery of the materials therefor under any federal, state or local law or laws. When required to do so by law, COMPANY shall have the right to withhold state taxes, and pay such taxes to the state, or to delay payment, up to the amount of the tax.

CONTRACTOR hereby accepts exclusive liability for withholding requirements, payroll taxes, Unemployment Taxes, Federal insurance Contributions Act Taxes and all state taxes relating to unemployment compensation laws as well as all interest and penalties provided for in such laws, or in any similar laws which may hereafter be enacted, with respect to the wages and salaries paid to CONTRACTOR's employees for services rendered in connection with this Contract.

**10. PATENTS:**

**CONTRACTOR** AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS **COMPANY GROUP** FROM AND AGAINST ALL CLAIMS, SUITS, JUDGMENTS, COURT COSTS, ATTORNEY'S FEES, AND OTHER LIABILITIES, DEMANDS, OR LOSSES IN ANY MANNER ARISING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT BECAUSE OF THE PERFORMANCE OF ANY WORK BY **CONTRACTOR** HEREUNDER, OR BECAUSE OF THE POSSESSION, USE, OR SALE OF ANY STRUCTURE, APPARATUS, MATERIAL, OR OTHER THING FURNISHED BY **CONTRACTOR** HEREUNDER, PROVIDED THAT **CONTRACTOR** SHALL BE NOTIFIED PROMPTLY OF THE BRINGING OF ANY SUCH SUITS.

**11. AUDIT:**

Except for lump-sum contracts, **COMPANY** may, upon request, audit any and all records of **CONTRACTOR** and any of its subcontractors relating to Work performed hereunder; provided, however, **CONTRACTOR** and subcontractor shall have the right to exclude any trade secrets, formulas, or processes from such inspection. **CONTRACTOR** further agrees to maintain its books and records and to cause its subcontractors to maintain their books and records relating to Work performed hereunder for a period of three (3) years from the date such Work was completed and to make such books and records available to **COMPANY** at any time or times within the two-year period.

**12. ASSIGNMENT AND SUBCONTRACTORS:**

**CONTRACTOR** shall not enter into any subcontracts with respect to the Work nor enter into any contracts on behalf of **COMPANY** without **COMPANY**'s prior consent. **CONTRACTOR** shall not make any representations on behalf of **COMPANY** with respect to the Work and shall refer all inquiries from the media or governmental authorities with respect to the Work to **COMPANY**'s designated representative.

**13. DISPUTES:**

This Contract shall be construed in accordance with the laws of the United States and the state where **COMPANY**'s property is located and where the Work is to be performed, without regard to such state's conflicts of law rule. **CONTRACTOR** and **COMPANY** agree that all litigation between the parties arising out of this Contract shall be tried in such state. The parties further agree that before any such litigation is filed, a good faith effort shall be made to resolve any such disputes by authorized officers or representatives of the parties on a without prejudice basis.

**14. CONFLICT OF INTEREST:**

**CONTRACTOR** warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value in connection with this Contract and acknowledges that the giving or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of **COMPANY**'s corporate policy and may result in the cancellation of this and all future contracts. **CONTRACTOR** shall notify **COMPANY**'s security department of any such solicitation by any of **COMPANY**'s employees or agents.

## 15. COMPLIANCE WITH LAWS:

All merchandise furnished and/or work performed under this Contract shall be furnished or performed in full and complete compliance with all applicable federal, state, and local laws and regulations including without limitation the Federal Clean Air Act, Clean Water Act, Toxic Substances Control Act, Safe Drinking Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Fair Labor Standards Act and the standards set forth in NFPA 471 and all applicable federal, state, and local equal employment laws and regulations. **CONTRACTOR** agrees that the clauses identified below are herein incorporated by reference to the extent they are required by law to be so incorporated:

(1) Applicable regulations found in 41 CFR Chapter 60 issued pursuant to Executive Order 11246 (Equal Employment Opportunity), Vietnam Era Veterans Readjustment Assistance Act of 1972, Rehabilitation Act of 1973; (2) Section 1-1310-2 of the Federal Procurement Regulations relating to Minority Business Enterprises; (3) 40 CFR Part 15, requiring compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; and (4) any other applicable federal regulation adopted pursuant to applicable laws.

## 16. SAFETY PROVISIONS:

It is the essence of this Contract that all work to be performed by **CONTRACTOR** shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, **CONTRACTOR** shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the work to be performed hereunder, which rules and procedures as a minimum shall be the equivalent of or exceed applicable **COMPANY** safety and health rules, a copy of which **CONTRACTOR** acknowledges it has previously received. All work performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970, as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by **COMPANY** to **CONTRACTOR** for the benefit of **CONTRACTOR**'s employees or those of its subcontractors shall be at the sole risk and liability of **CONTRACTOR** to make sure that such equipment is fit for the use intended and is in proper working order. **CONTRACTOR AGREES TO INDEMNIFY (INCLUDING ATTORNEYS' FEES), DEFEND, AND SAVE HARMLESS COMPANY GROUP FROM ANY AND ALL CLAIMS OF CONTRACTOR, SUBCONTRACTORS, AND THEIR EMPLOYEES ARISING OUT OF THE USE OF ANY EQUIPMENT FURNISHED BY COMPANY OR ADVICE GIVEN BY COMPANY RELATING TO SUCH EQUIPMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IT BEING UNDERSTOOD THAT COMPANY GROUP SHALL NOT BE LIABLE UNDER LAW, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. CONTRACTOR shall maintain a drug and alcohol free workforce at all times while on COMPANY's premises/location, and shall for itself and its subcontractors as a minimum comply with COMPANY's CONTRACTOR Substance Abuse Policy which is incorporated by reference. Upon COMPANY request, CONTRACTOR shall provide COMPANY with a copy of all accident reports prepared by or submitted to CONTRACTOR, including all OSHA illness and injury reports. CONTRACTOR agrees to fully cooperate with COMPANY and/or its Operator regarding the investigation of any injuries, deaths, property damage or any possible safety violation related in any way to work performed under this Agreement.**

**17. TERM AND TERMINATION:**

**A.** The term of this Agreement shall begin on the date set forth above and, unless terminated in accordance with the provisions set forth herein, shall continue for a period of one (1) year. Upon expiration of the initial term of this Agreement or any subsequent renewal period, this Agreement shall be automatically renewed for an additional one (1) year period unless terminated by either party by giving written notice to the other at least thirty (30) days prior to the end of the initial term or such subsequent renewal period.

**B.** Without limitation or waiver of any of **COMPANY's** rights elsewhere set forth in this Contract, **COMPANY** reserves the right, with or without cause, to stop the Work of **CONTRACTOR** and/or its subcontractors at any time and in addition thereto to immediately terminate this Contract without liability, except to pay, pro rata, for Work already performed, without any extra costs to **COMPANY** for dismantling or removal charges or to cancel this Contract in its entirety prior to the commencement of any Work hereunder without liability except for any actual expenses incurred in preparation specifically for work under this Contract.

**C.** Either party hereto may terminate this Agreement upon the occurrence of any material breach, including any breach of obligations in Section 2, by the other party by giving written notice of such breach to the breaching party. This Agreement will terminate ten (10) calendar days after receipt of such notice unless the breaching party has cured such breach within such ten (10) calendar day period and promptly notifies the non-breaching party thereof. Upon any termination, **COMPANY** shall compensate **CONTRACTOR** for all Work performed in accordance with this Agreement prior to termination. All obligations arising prior to termination and all rights and obligations of the parties pursuant to Sections 7 and 11 shall survive any termination of this Agreement.

**18. FORCE MAJEURE:**

Neither party shall be liable for delays caused by unforeseen conditions beyond such party's reasonable control, including strikes, provided notice thereof is given to the other party as soon as practicable but no later than 48 hours after the start of the event causing the delay. All such conditions preventing performance shall be remedied as soon as possible, except that the settlement of strikes shall be at the discretion of the party so affected. **COMPANY** reserves the right to terminate this Contract should such delays, in **COMPANY's** sole judgment adversely affect **COMPANY**, time being of the essence to this Contract. Nothing contained in this paragraph shall excuse or delay the payment of any money obligation.

**19. NOTICE:**

All notices hereunder shall be deemed given if delivered in writing personally or sent by certified mail, electronic transmission, telephone facsimile or telex to **COMPANY** or to **CONTRACTOR** at the address set forth in this Contract. Any notice given by certified mail shall be deemed given at the time such notice is deposited in the U.S. mail.

**20. NON-WAIVER:**

Waiver of any breach or failure to enforce any of the terms or conditions of this Contract at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Contract. Course of conduct or failure to enforce shall not constitute a waiver of any written provisions of this contract.

**21. CONFIDENTIALITY:**

A. This Contract, the work to be performed, drawings, designs, specifications and price shall be deemed confidential and shall not be revealed by **CONTRACTOR** to any third party not necessary for the completion of the work unless permission is first obtained in writing from **COMPANY**. **COMPANY** shall own all rights title and interest in and to all drawings, specifications, reports, information, data and other work products furnished to **COMPANY** herein by **CONTRACTOR** ("Work Product") and all copyrights in the Work Product which shall be considered as works made for hire.

B. In connection with the Work, **CONTRACTOR** may receive confidential, proprietary information used in **COMPANY**'s operations. **CONTRACTOR** agrees to maintain in confidence all such information received directly or indirectly from **COMPANY**, not to disclose such information to any third party without **COMPANY**'s prior written consent, and to use such information only for performance of the Work as required under this Agreement. **CONTRACTOR** shall restrict access to such information to those of its employees and subcontractors who have a reasonable need for such information in carrying out their respective duties on behalf of **CONTRACTOR** pursuant to this Agreement and who have agreed in writing to maintain such information in confidence.

C. **CONTRACTOR** may not make copies of any such confidential or proprietary information without **COMPANY**'s prior consent and shall return all confidential proprietary information, reports, drawings, plans and other documents, including all copies thereof to **COMPANY** upon request.

**22. SEVERABILITY:**

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

**23. WARRANTY:**

A. **CONTRACTOR** shall diligently and carefully perform all Work required, in a good and workmanlike manner, and if permitted to subcontract, shall be fully responsible for all Work and services performed and materials provided by subcontractors. **COMPANY** reserves the right to approve or reject any subcontractor. **CONTRACTOR** shall assume all duties under this Contract as an independent **CONTRACTOR**, and shall not be deemed for any purpose to be an agent, servant or representative of **COMPANY**. **COMPANY** shall have no direct control of **CONTRACTOR**, its agents or subcontractors in the performance of the Work. Nothing contained herein shall be construed to be inconsistent with such independent **CONTRACTOR** relationship.

B. **CONTRACTOR** warrants and represents that it has the necessary equipment and the necessary trained, experienced, and skilled personnel to respond to perform the Work in a good and workmanlike manner consistent with the highest standards of performance in the hazardous materials emergency response business and that all Work will be performed using personnel,

subcontractors, tools, materials and equipment qualified and suitable to do the Work. Details of equipment capabilities and personnel are set out in Schedule B to this agreement.

C. **CONTRACTOR** warrants and represents that it will use its best efforts under the circumstances then existing including emergency response services being rendered to others to meet response times as identified by **COMPANY**'s representative at the time of request for service. Provide, however, that **CONTRACTOR** shall not be liable or responsible in any manner whatsoever for any loss, cost, damage, expense, penalty or liability of **COMPANY** for any nature whatsoever as a result of **CONTRACTOR**'s failure to meet such response times.

D. **CONTRACTOR** warrants and represents that it will use its best professional judgment and use its best level of effort consistent with professional standards in performing the Work and shall use its best efforts in meeting **COMPANY**'s stated objectives at the Site.

E. **CONTRACTOR** warrants and represents that it shall perform the Work in accordance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the following as appropriate:

- (i) The Oil Pollution Act of 1990 and regulations and applicable guidelines promulgated thereunder,
- (ii) The National and Area Contingency Plans,
- (iii) The hazardous waste requirements under the Resource Conservation and Recovery Act concerning the generation, transportation and disposal of hazardous waste,
- (iv) The Occupational Safety and Health Administration standards with respect to oil and hazardous waste operations and emergency response, and
- (v) The comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act and regulations promulgated thereunder.

E. **CONTRACTOR** warrants and represents that while performing Work on **COMPANY**'s premises, it will comply with **COMPANY**'s rules provided to it in the performance of the Work with respect to health, safety, environment and security.

F. **CONTRACTOR** warrants and represents that it shall immediately notify **COMPANY** of the following:

- (i) All government request or demands to conduct an inspection at the Site,
- (ii) All notices of violation of any law, regulation, permit, or license related to the Work,
- (iii) Proceedings that are or have been commenced which could lead or have lead to revocation of permits or licenses which relate to the Work, and

- (iv) Equipment, materials, tools, practices, or procedures used in the Work that are not in compliance with applicable laws, regulations, ordinances, permits, or licenses.

**24. COMPANY AS EMPLOYER UNDER LOUISIANA LAW:**

When Louisiana law is the law governing this Agreement, **COMPANY** shall be recognized as the statutory employer of employees of **CONTRACTOR** and its subcontractors, if any, while such employees are providing services to **COMPANY** under this Agreement. 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 and LA. Rev. Stat. 23:1061, and is not intended to create an employee/employer relationship for any other purpose.

**25. Survivorship:**

The following provisions of this Agreement shall survive its termination 2, 3, 4, 7, 8, 9, 10, 12, 13, 14, 15, 20, 22.

**26. MINORITY SUPPLIER/SUBCONTRACTOR ENTERPRISES:**

It is **COMPANY's** policy that minority owned business enterprises should have the maximum opportunity to participate in the performance of its Agreements. **CONTRACTOR** shall use its best efforts to further this policy by awarding subcontracts to minority owned business enterprises or by using such enterprises to provide goods and work incidental to this Agreement. Upon request, **COMPANY** can assist **CONTRACTOR** in developing a, minority supplier/subcontractor program and in identifying qualified minority owned businesses. **CONTRACTOR** shall furnish appropriate information about its minority supplier/subcontractor program upon request of **COMPANY**, including the identities of such enterprises and amounts involved.

**27. Instructions to CONTRACTOR:**

**CONTRACTOR** agrees to perform the Work described above under the terms and conditions set forth in this agreement. **CONTRACTOR** shall sign the original Contract in the space provided in the left hand corner below and return original to the **COMPANY**. **IN THE EVENT CONTRACTOR COMMENCES ANY WORK PRIOR TO SIGNING THIS CONTRACT, CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

**Please return to:**

Attn: Contract Administrator  
801 Warrenville Road 7<sup>th</sup>. Floor  
Lisle, Illinois 60532

**Mail all invoices to:**

**VARIOUS, TO BE DETEREMED BY THE  
FACILITY OR LOCATION REQUIRING  
SERVICES**

In Witness Whereof, the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

**OIL MOP, LLC**

**ATLANTIC RICHFIELD COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print Name: Anne H. Eames

Title: \_\_\_\_\_

Title: US Logistics and Pipeline Procurement  
Manager

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

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

**SCHEDULE A**  
**COMPANY FACILITIES**

**SCHEDULE A**  
**BP EMERGENCY RESPONSE LOCATIONS**

<b>CITY</b>	<b>STATE</b>	<b>TYPE</b>
Birmingham	AL	TERMINAL
Mobile (MARINE)	AL	TERMINAL
Montgomery	AL	TERMINAL
Phoenix	AZ	TERMINAL
Carson Crude	CA	TERMINAL
Carson Crude	CA	TERMINAL
Colton	CA	TERMINAL
Long Beach (East Hynes)	CA	TERMINAL
Pipeline Oil Movement	CA	TERMINAL
Richmond (MARINE)	CA	TERMINAL
Sacramento	CA	TERMINAL
San Jose	CA	TERMINAL
Stockton	CA	TERMINAL
Vinvale	CA	TERMINAL
Denver	CO	TERMINAL
Jacksonville (MARINE)	FL	TERMINAL
Orlando	FL	TERMINAL
Port Everg.(MARINE)	FL	TERMINAL
Tampa (MARINE)	FL	TERMINAL
Albany	GA	TERMINAL
Americus	GA	TERMINAL
Athens	GA	TERMINAL
Atlanta	GA	TERMINAL
Bainbridge	GA	TERMINAL
Doravill I	GA	TERMINAL
Doravill II	GA	TERMINAL
Griffin	GA	TERMINAL
Macon	GA	TERMINAL
North Augusta	GA	TERMINAL
Rome	GA	TERMINAL
S. E. Terminal Company	GA	TERMINAL
San Diego	GA	TERMINAL
Bettendorf	IA	TERMINAL
Cedar Rapids	IA	TERMINAL
Council Bluffs	IA	TERMINAL
Des Moines	IA	TERMINAL
Dubugue	IA	TERMINAL
Ottumwa	IA	TERMINAL
Chicago (MARINE)	IL	TERMINAL
O Hare	IL	TERMINAL
Rochelle	IL	TERMINAL
Wood River (MARINE)	IL	TERMINAL

Indianapolis	IN	TERMINAL
Lafayette	IN	TERMINAL
South Bend	IN	TERMINAL
Whiting	IN	TERMINAL
Louisville (MARINE)	KY	TERMINAL
Curtis Bay (MARINE)	MD	TERMINAL
Cheboygan (MARINE)	MI	TERMINAL
Dearborn	MI	TERMINAL
Jackson	MI	TERMINAL
River Rouge	MI	TERMINAL
Spring Valley	MN	TERMINAL
Twin Cities	MN	TERMINAL
Sugar Creek	MO	TERMINAL
Collins	MS	TERMINAL
Meridian	MS	TERMINAL
Charlotte	NC	TERMINAL
Greensboro	NC	TERMINAL
Selma	NC	TERMINAL
Carteret (MARINE)	NJ	TERMINAL
Las Vegas	NV	TERMINAL
Brooklyn (MARINE)	NY	TERMINAL
Lawrence	NY	TERMINAL
Canton	OH	TERMINAL
Cincinnati (NON MARINE USCG REG.)	OH	TERMINAL
Cleveland	OH	TERMINAL
Columbus	OH	TERMINAL
Dayton	OH	TERMINAL
Lorain	OH	TERMINAL
Niles	OH	TERMINAL
Sciotoville (MARINE)	OH	TERMINAL
Tiffin	OH	TERMINAL
Toledo	OH	TERMINAL
Portland (MARINE)	OR	TERMINAL
Coraopolis	PA	TERMINAL
Greensboro	PA	TERMINAL
Philadelphia	PA	TERMINAL
Belton	SC	TERMINAL
Spartanburg	SC	TERMINAL
Knoxville	TN	TERMINAL
Lookout Mtn.	TN	TERMINAL
Memphis	TN	TERMINAL
Nashville	TN	TERMINAL
Fairfax	VA	TERMINAL
Richmond	VA	TERMINAL
Roanoke	VA	TERMINAL
Seattle (MARINE)	WA	TERMINAL
Milwaukee	WI	TERMINAL



**SCHEDULE B**

**CONTRACTOR'S EQUIPMENT LIST BY CONTRACTOR LOCATION**

**SCHEDULE C**  
**CONTRACTOR'S LABOR RATES**

**SCHEDULE D**

**EQUIPMENT RATES AND THIRD PARTY MARKUPS**

Oil Mop, LLC

By: [Signature]

Print name: Bruce Bell

Title: Contract Administrator

Date: 11-14-02

ATLANTIC RICHFIELD COMPANY

By: [Signature]

Print Name: Anne H. Eames

Title: US Logistics and Pipeline Procurement Manager

Date: 3/25/03

**APPENDIX C**

Last revised: July 2008

**HAZARD EVALUATION AND RISK ANALYSIS**

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

## C.1 SPILL DETECTION/PREVENTION

### C.1.1 Spill Detection

#### Detection

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

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

#### **AVAILABILITY - ALL TANKS**

#### **Automated detection**

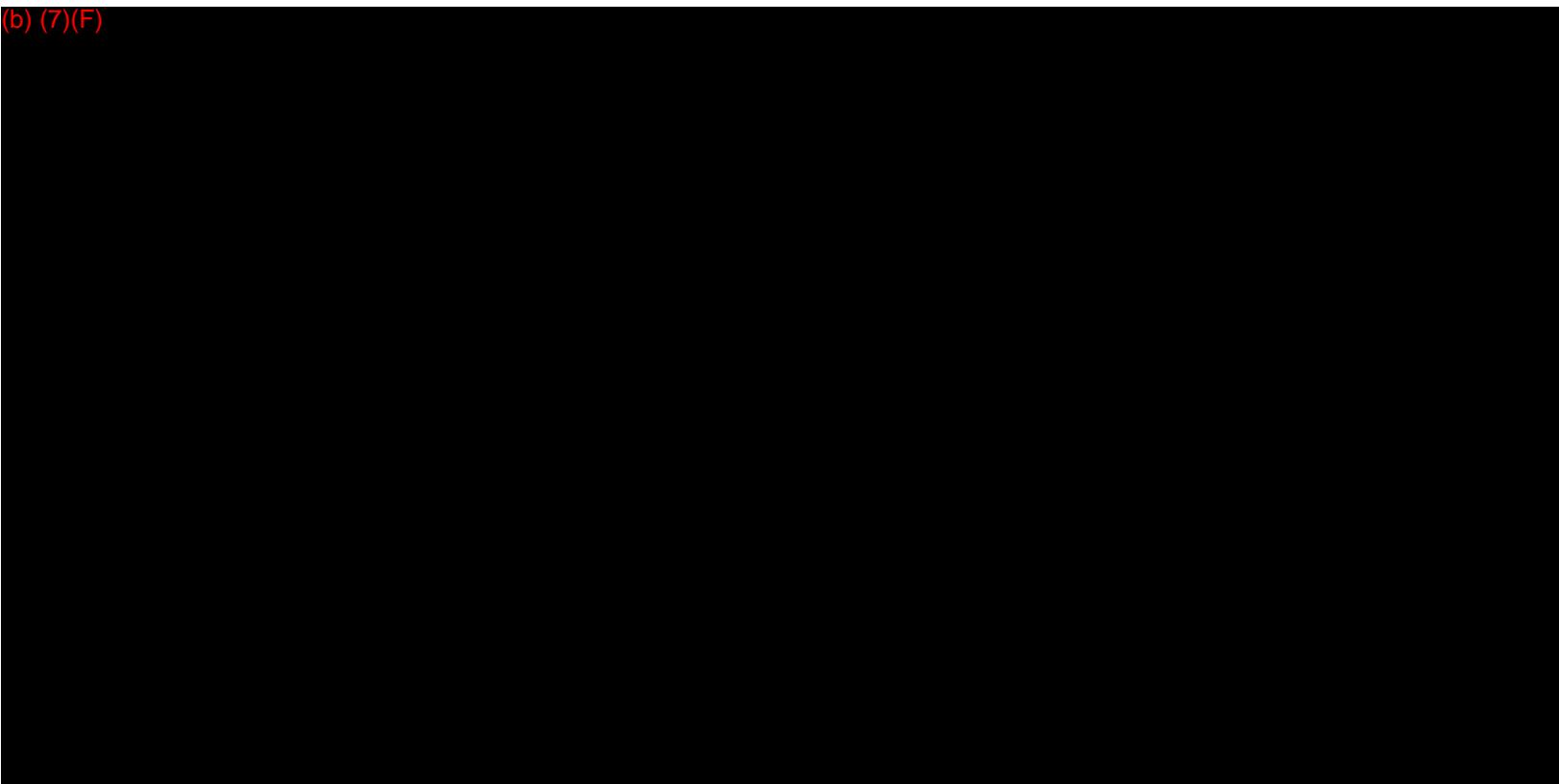
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The pipelines are equipped with pressure and flow monitors, which exercise local control and transmit data to Pipeline Control. These systems are set to alarm or shut down on preset deviations of pressure flow. In case of an alarm, Pipeline Control personnel will take the appropriate actions in accordance with operating procedures. A summary of the operating procedures is provided below.

Trained personnel in Pipeline Control will monitor the SCADA system for the following parameters:

- Flow rates
- Pressure
- Valve positions

(b) (7)(F)



(b) (7)(F) [Redacted]

- [Redacted]

[Redacted]

[Redacted]

(b) (7)(F) [Redacted]

- [Redacted]

[Redacted]

[Redacted]

- [Redacted]

[Redacted]

[Redacted]

- **Training**

All operators are compliant with DOT 195 Operator Qualification Requirements.

### C.1.1 Spill Detection, Continued

#### Visual detection by Company personnel

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

Discharges to the land or surface waters also may be detected by Company personnel during regular operations and inspections. Should a leak be detected, the appropriate actions are

taken, including, but not limited to:

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

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

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

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

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

### **Pipeline shutdown**

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

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

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

Programs designed to prevent emergencies include:

- Corrosion control programs
- Preventative maintenance programs
- Controller training programs

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

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

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

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

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

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

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

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

**Public Meetings** - BP Pipelines (North America), Inc. is a member of the Pipeliner's

Association and periodically meets with local fire, police, and emergency response groups to inform them about the pipelines and the products shipped.

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

## C.2 WORST CASE DISCHARGE SCENARIO

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

**APPENDIX C.4** provides worst case discharge calculations. Discussion of this scenario is as follows:

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

1. The First Responder would notify the Pipeline Control and notifications would be initiated in accordance with **FIGURE 2-1**. Pipeline Control will contact the Qualified Individual.
2. The Qualified Individual would assume the role of Incident Commander until relieved and would initiate response actions and notifications in accordance with **SECTION 2**. If this were a small spill, the local/company personnel may handle all aspects of the response. Among those actions would be to:
  - Conduct safety assessment in accordance with **FIGURE 2-1** and evacuate personnel as needed in accordance with **SECTION 2**
  - Direct pipeline responders to shut down ignition sources
  - Direct pipeline personnel to position resources in accordance with **SECTION 2.1**
  - Complete Preliminary Incident Report Form in accordance with **SECTION 3**
  - Ensure regulatory agencies are notified
3. If this were a small or medium spill, the Qualified Individual/Incident Commander may elect for the First Responder to remain the Incident Commander or to activate selected portions of the Spill Management Team. However, for a large spill, the Qualified Individual would assume the role of Incident Commander and would activate the entire Spill Management Team in accordance with activation procedures described in **SECTION 4.2**.
4. The Incident Commander would then initiate spill assessment procedures including surveillance operations, trajectory calculations, and spill volume estimating in accordance with **SECTION 2.1.3**.
5. The Incident Commander would then utilize checklists in **SECTION 4** as a reminder of issues to address. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.

6. The Incident Management Team would develop the following plans, as appropriate (some of these plans may not be required during a small or medium spill):

- Site Safety and Health
- Incident Action
- Disposal
- Site Security

## C.2 WORST CASE DISCHARGE SCENARIO, CONTINUED

- Decontamination
- Demobilization

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

The response would continue until an appropriate level of cleanup is obtained.

## C.3 PLANNING VOLUME CALCULATIONS

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

## C.4 SPILL VOLUME CALCULATIONS

### DOT/PHMSA portion of pipeline/facilities

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

1. The pipeline's maximum shut-down response time in hours (based on historic discharge data or in the absence of such data, the operators best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest drainage volume after shutdown of the line section(s) in the response zone expressed in barrels; or

2. The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels (cubic meters), based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventative action taken; or
3. If the response zone contains one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels.

Under PHMSA's current policy, operators are allowed to reduce the worst case discharge volume derived from 49 CFR 194.105(b)(3) by no more than 75% if an operator is taking certain spill prevention measures for their breakout tanks and presents supporting information in the response plan. An operator can reduce the worst case discharge volume based on breakout tanks in the response zones as follows:

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

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

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

#### C.4 SPILL VOLUME CALCULATIONS, CONTINUED

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

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

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

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

are the tank and pipeline WCD calculations for this plan.

The worst case discharge for each pipeline segment is the largest breakout tank. These tank volumes are as follows:

LOCATION	VOLUME (BBLs)
None	x 0.50 = bbls

#### C.4 SPILL VOLUME CALCULATIONS, CONTINUED

The worst case tank volume is calculated as follows:

Largest tank x Credit for containment tank standards = Tank standards credit

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

None () x 0.50 = bbls.

The worst case discharge for the pipeline segment is calculated at the Emdymion SP89 to Clovelly between traps 2A and trap 3 .

(b) (7)(F)

#### C.5 PIPELINE - ABNORMAL CONDITIONS

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

#### C.6 PRODUCT CHARACTERISTICS AND HAZARDS

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

- Natural Gas Liquids
- Crude Oil
- Natural Gas
- Butane
- Propane

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

**FIGURE C.6-1** describes primary oils handled.

**FIGURE C.6-1 - SUMMARY OF COMMODITY CHARACTERISTICS**

COMMON NAME	MSDS NAME	HEALTH HAZARD	FLASH POINT	SPECIAL HAZARD	REACTIVITY	HEALTH HAZARD WARNING STATEMENT
Natural Gas Liquids	Appropriate product name	1	3	C	0	Long term, repeated exposure may cause cancer, blood, kidney and nervous system damage, and contains benzene.
Crude Oil	Appropriate product name	3	2	A,C	0	Acute and Chronic
Natural Gas	Natural Gas	1	3	C	0	Long term, repeated exposure may cause cancer, blood, kidney and nervous system damage, and contains benzene.
Butane	Butane	0	3	A	0	This product is highly flammable; UN1011
Propane	Propane	0	3	A	0	This product is highly flammable; UN1011
Health Hazard	4 = Extremely Hazardous 3 = Hazardous 2 = Warning 1 = Slightly Hazardous			Fire Hazard (Flash Point)	4 = Below 73°F, 22°C 3 = Below 100°F, 37°C 2 = Below 200°F, 93°C 1 = Above 200°F, 93°C	

<p>0 = No Unusual Hazard</p>	<p>0 = Will not burn</p>
<p>Special Hazard                  A = Asphyxiant                  C = Contains Carcinogen                  W = Reacts with Water                  Y = Radiation Hazard                  COR = Corrosive                  OX = Oxidizer                  H<sub>2</sub>S = Hydrogen Sulfide                  P = Contents under Pressure                  T = Hot Material</p>	<p>Reactivity Hazard                  4 = May Detonate at Room Temperature                  3 = May Detonate with Heat or Shock                  2 = Violent Chemical Change with High Temperature and Pressure                  1 = Not Stable if Heated                  0 = Stable</p>

**APPENDIX D**  
**CROSS-REFERENCE**

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Figure D-1 - DOT / PHMSA Response Plans for Onshore Oil Pipelines Cross-Reference

Figure D-2 - DOT Emergency Plans for Transportation of Natural and other Gas by Pipeline Cross-Reference

Figure D-3 - DOT Emergency Procedure Manual for Transportation Hazardous Liquids by Pipeline

Figure D-4 - OSHA Cross-Reference

**FIGURE D-1 - DOT / PHMSA RESPONSE PLANS FOR ONSHORE OIL PIPELINES  
CROSS-REFERENCE**

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

<ul style="list-style-type: none"> <li>Name of persons (individuals or organizations) to be notified of discharge, indicating whether notification is to be performed by operating personnel or other personnel</li> </ul>	<a href="#">Figure 3.1-1</a> , <a href="#">Figure 3.1-4</a>
<ul style="list-style-type: none"> <li>Procedures for notifying Qualified Individuals</li> </ul>	<a href="#">Figure 3.1-1</a> , <a href="#">Section 4.5</a> , <a href="#">Figure 4.5-1</a>
<ul style="list-style-type: none"> <li>Primary and secondary communication methods by which notifications can be made</li> </ul>	<a href="#">Section 7.1.6</a>

FIGURE D-1 - DOT / PHMSA RESPONSE PLANS FOR ONSHORE OIL PIPELINES  
CROSS-REFERENCE, CONTINUED

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

Response Activities	
<ul style="list-style-type: none"> <li>Responsibilities of, and actions to be taken by, operating personnel to initiate and supervise response actions pending the arrival of the Qualified Individual or other response resources identified in the response plan</li> </ul>	<u>Section 2, Section 4.6, Appendix B</u>
<ul style="list-style-type: none"> <li>Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan</li> </ul>	<u>Section 4.5</u>
<ul style="list-style-type: none"> <li>Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions</li> </ul>	<u>Section 4.4, Section 4.5</u>
<ul style="list-style-type: none"> <li>Oil Spill Removal Organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum extent practicable</li> </ul>	<u>Appendix B</u>
<ul style="list-style-type: none"> <li>For each organization identified under paragraph (d), a listing of: <ul style="list-style-type: none"> <li>Equipment and supplies available</li> <li>Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response</li> </ul> </li> </ul>	<u>Appendix B</u>

FIGURE D-1 - DOT / PHMSA RESPONSE PLANS FOR ONSHORE OIL PIPELINES  
CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
List of Contacts	
<ul style="list-style-type: none"> <li>List of persons the Plan requires the operator to contact</li> </ul>	<u>Figure 3.1-1, Figure 3.1-4</u>
<ul style="list-style-type: none"> <li>Qualified individuals for the operator's areas of operation</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>Applicable insurance representatives or surveyors for the operator's areas of operation</li> </ul>	<u>Figure 4.5-2</u>
<ul style="list-style-type: none"> <li>Persons or organizations to notify for activation of response resources</li> </ul>	<u>Figure 3.1-1, Figure 3.1-4</u>
Training Procedures	
<ul style="list-style-type: none"> <li>Description of training procedures and programs of the operations</li> </ul>	<u>Appendix A.2</u>
Drill Procedures	

<ul style="list-style-type: none"> <li>Announced and unannounced drills</li> </ul>	<a href="#">Appendix A.1</a>
<ul style="list-style-type: none"> <li>Types of drills and their frequencies; for example: <ul style="list-style-type: none"> <li>Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly</li> <li>Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly</li> <li>Shore-based Incident Management Team (IMT) tabletop drills conducted yearly</li> <li>Oil spill removal organization field equipment deployment drills conducted yearly</li> <li>A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years</li> </ul> </li> </ul>	<a href="#">Appendix A.1</a>
<b>Response Plan review and update procedures</b>	
<ul style="list-style-type: none"> <li>Procedures to meet ?194.121</li> </ul>	<a href="#">Section 1.2</a>
<ul style="list-style-type: none"> <li>Procedures to review plan after a worst case discharge and to evaluate and record the plan?s effectiveness</li> </ul>	<a href="#">Section 1.2,</a> <a href="#">Appendix C</a>
<b>Response zone appendices</b>	
Each response zone appendix would provide the following information:	
<ul style="list-style-type: none"> <li>Name and telephone number of the qualified individual</li> </ul>	<a href="#">Figure 1-3</a>
<ul style="list-style-type: none"> <li>Notification procedures</li> </ul>	<a href="#">Section 3</a>
<ul style="list-style-type: none"> <li>Spill detection and mitigation procedures</li> </ul>	<a href="#">Section 2.1.1,</a> <a href="#">Appendix C</a>
<ul style="list-style-type: none"> <li>Name, address, and telephone number of oil spill response organization</li> </ul>	<a href="#">Figure 3.1-4,</a> <a href="#">Appendix B</a>
<ul style="list-style-type: none"> <li>Response activities and response resources including: <ul style="list-style-type: none"> <li>Equipment and supplies necessary to meet ?194.115</li> <li>Trained personnel necessary to sustain operation of the equipment and to staff the oil spill response organization and spill management team for the first seven days of the response</li> </ul> </li> </ul>	<a href="#">Appendix A,</a> <a href="#">Appendix B</a>

FIGURE D-1 - DOT / PHMSA RESPONSE PLANS FOR ONSHORE OIL PIPELINES  
CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
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<ul style="list-style-type: none"> <li>Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities</li> </ul>	<a href="#">Figure 3.1-4</a>
<ul style="list-style-type: none"> <li>Worst case discharge volume</li> </ul>	<a href="#">Appendix C</a>
<ul style="list-style-type: none"> <li>Method used to determine the worst case discharge volume, with calculations</li> </ul>	<a href="#">Appendix C</a>
<ul style="list-style-type: none"> <li>A map that clearly shows: <ul style="list-style-type: none"> <li>Location of worst case discharge</li> <li>Distance between each line section in the Response Zone: <ul style="list-style-type: none"> <li>Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section</li> <li>Each potentially affected environmentally sensitive area within a radius of one mile of the line section</li> </ul> </li> </ul> </li> </ul>	<a href="#">Section 6</a>
<ul style="list-style-type: none"> <li>Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified</li> </ul>	<a href="#">Figure 1-3</a>
<ul style="list-style-type: none"> <li>For every oil transported by each pipeline in the response zone, emergency response data that: <ul style="list-style-type: none"> <li>Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods</li> <li>Meet 29 CFR 1910.1200 or 49 CFR 172.602</li> </ul> </li> </ul>	<a href="#">Appendix C</a>

**FIGURE D-2 - DOT EMERGENCY PLANS FOR TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE CROSS-REFERENCE**

<b>EMERGENCY PLAN REQUIREMENTS (49 CFR 192.615)</b>	<b>LOCATION</b>
a. Written procedures to minimize hazards	
1. Receiving, identifying, and classifying notices of events which require immediate response by the operator	<a href="#">Section 2</a>
2. Establishing and maintaining adequate means of communication with appropriate fire, police, and other public officials	<a href="#">Section 3</a> , <a href="#">Section 4.4</a>
3. Prompt and effective response to a notice of each type of emergency, including the following:	

i. Gas detect inside or near a building	<u>Section 2</u>
ii. Fire located near or directly involving a pipeline facility	<u>Section 2</u>
iii. Explosion occurring near or directly involving a pipeline facility	<u>Section 2</u>
iv. Natural disaster	<u>Section 2</u>
4. The availability of personnel, equipment, tools, and materials, as needed at the scene of an emergency	<u>Section 7.1, Appendix B</u>
5. Actions directed toward protecting people first and then property	<u>Section 2</u>
6. Emergency shutdown and pressure reduction in any section of the operator's pipeline system necessary to minimize hazards to life or property	
7. Making safe any actual or potential hazard to life or property	<u>Section 2</u>
8. Notifying appropriate fire, police, and other public officials of gas pipeline emergencies and coordinating with them both planned responses and actual responses during an emergency	<u>Section 2, Section 4.4</u>
9. Safely restoring any service outage	
10. Beginning action under ?192.617, if applicable, as soon after the end of the emergency as possible	
b. Each operator shall:	
1. Furnish its supervisors who are responsible for emergency action a copy of that portion of the latest edition of the emergency procedures established under paragraph (a) of this section as necessary for compliance with those procedures	<u>Figure 1-2</u>
2. Train the appropriate operating personnel to assure that they are knowledgeable of the emergency procedures and verify that the training is effective	<u>Appendix A</u>
3. Review employee activities to determine whether the procedures were effectively followed in each emergency	<u>Section 8.3</u>

**FIGURE D-2 - DOT EMERGENCY PLANS FOR TRANSPORTATION OF NATURAL  
AND OTHER  
GAS BY PIPELINE CROSS-REFERENCE, CONTINUED**

<b>EMERGENCY PLAN REQUIREMENTS (49 CFR 192.615)</b>	<b>LOCATION</b>
c. Each operator shall establish and maintain liaison with appropriate fire, police, and other public officials to:	
1. Learn the responsibility and resources of each government organization that may respond to a gas pipeline emergency	<u>Appendix A</u>
2. Acquaint the officials with the operator's ability in responding to a gas pipeline emergency	<u>Appendix A</u>
3. Identify the types of gas pipeline emergencies of which the operator notifies the officials; and	<u>Section 2</u>
4. Plan how the operator and officials can engage in mutual assistance to minimize hazards to life or property	<u>Section 4</u>

**FIGURE D-3 - DOT EMERGENCY PROCEDURE MANUAL FOR  
TRANSPORTATION  
HAZARDOUS LIQUIDS BY PIPELINE**

<b>ERP REQUIREMENTS (49 CFR 195.402(e))</b>	<b>LOCATION</b>
a. Procedures for the following to provide safety when an emergency condition occurs:	
1. Receiving, identifying, and classifying notices of events which need immediate response by the operator or notice to fire, police, or other appropriate public officials and communicating this information to appropriate operator personnel for corrective action	<u>Section 2</u>
2. Prompt and effective response to a notice of each type emergency, including fire or explosion occurring near or directly involving a pipeline facility, accidental release of hazardous liquid or carbon dioxide from a pipeline facility, operational failure causing a hazardous condition, and natural disaster affecting pipeline facilities	<u>Section 2</u>
3. Having personnel, equipment, instruments, tools, and material available as needed at the scene of an emergency.	<u>Section 3, Section 7, Appendix B</u>

4. Taking necessary action, such as emergency shutdown or pressure reduction, to minimize the volume of hazardous liquid or carbon dioxide that is released from any section of a pipeline system in the event of a failure	<u>Section 2, Appendix C</u>
5. Control of released hazardous liquid or carbon dioxide at an accident scene to minimize the hazards, including possible intentional ignition in the cases of flammable highly volatile liquid	<u>Section 6</u>
6. Minimization of public exposure to injury and probability of accidental ignition by assisting with evacuation of residents and assisting with halting traffic on roads and railroads in the affected area, or taking other appropriate action	<u>Section 2, Section 5, Section 7</u>
7. Notifying fire, police, and other appropriate public officials of hazardous liquid or carbon dioxide pipeline emergencies and coordinating with them preplanned and actual responses during an emergency, including additional precautions necessary for an emergency involving a pipeline system transporting a highly volatile liquid	<u>Section 2, Section 3</u>
8. In the case of failure of a pipeline system transporting a highly volatile liquid, use of appropriate instruments to assess the extent and coverage of the vapor cloud and determine the hazardous areas	<u>Section 2</u>
9. Providing for a post accident review of employee activities to determine whether the procedures were effective in each emergency and taking corrective action where deficiencies are found	<u>Section 8</u>

**FIGURE D-4 - OSHA CROSS-REFERENCE**

<b>EAP REQUIREMENTS (29 CFR 1910.38 [a] [2])</b>	<b>LOCATION</b>
• Emergency escape procedures and emergency escape route assignments	<u>Section 2</u>
• Procedures to be followed by employees who remain to operate critical plant operations before they evacuate	
• Procedures to account for all employees after emergency evacuation has been completed	<u>Section 2</u>

• Rescue and medical duties for those employees who are to perform them	<u>Section 2</u>
• The preferred means of reporting fires and other emergencies	<u>Section 2, Section 3</u>
• Names of regular job titles of persons or departments who can be contacted for further information or explanation of duties under the plan	<u>Section 3, Section 4</u>

<b>ERP REQUIREMENTS (29 CFR 1910.120 [I] [2])</b>	<b>LOCATION</b>
• Pre-emergency planning	
• Personnel roles, lines of authority, and communication	<u>Section 4</u>
• Emergency recognition and prevention	<u>Section 2</u>
• Safe distances and places of refuge	<u>Section 2</u>
• Site security and control	<u>Section 5, Section 7</u>
• Decontamination procedures which are not covered by the site safety and health plan	<u>Section 5</u>
• Emergency medical treatment and first aid	<u>Section 2</u>
• Emergency alerting and response procedures	<u>Section 2</u>
• Critique of response and follow-up	<u>Section 8</u>
• PPE and emergency equipment	<u>Section 7, Appendix B</u>

**APPENDIX E**  
**ACRONYMS AND DEFINITIONS**

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E.1 Acronyms

E.2 Definitions

## E.1 ACRONYMS

ACP	Area Contingency Plan
API	American Petroleum Institute
ART	Alternative Response Technologies
BBL	Barrel(s)
BCT	Business Crisis Team
BPH	Barrels Per Hour
CFR	Code of Federal Regulations
CO <sub>2</sub>	Carbon Dioxide
COTP	Captain of the Port (USCG)
DOT	Department of Transportation
EAP	Emergency Action Plan
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPA	U. S. Environmental Protection Agency
ERP	Emergency Response Plan
FAA	Federal Aviation Administration
FOG	Field Operations Guide
FOSC	Federal On-Scene Coordinator
GAL	Gallons
HASP	Health and Safety Plan
HCC	Houston Crisis Center
HSE	Health, Safety and Environment
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IMT	Incident Management Team
LEL	Lower Explosive Limit
LOSC	Louisiana Oil Spill Coordinator
LOSCO	Louisiana Oil Spill Coordinator's Office
LSP	Louisiana State Police
MMS	Mineral Management Services
MSDS	Material Safety Data Sheets
MSRS	Marine Spill Response Corporation
N/A	Not Applicable
NCP	National Oil and Hazardous Substances Pollution Contingency Plan

NOAA	National Oceanic and Atmospheric Administration
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NPMS	National Pipeline Mapping System
NRC	National Response Center
NRDA	National Resource Damage Assessment
OOPS	O'Briens Oil Pollution Service
OPA	Oil Pollution Act of 1990
OPS	Office of Pipeline Safety, U.S. Department of Transportation
OSC	On-Scene Commander (OC), On-Shore Coordinator
OSHA	Occupational Safety and Health Administration
OSROs	Oil Spill Removal Organizations
PHMSA	Pipeline and Hazardous Materials Safety Administration, US Department of Transportation
PPE	Personal Protective Equipment
PREP	(National) Preparedness for Response Exercise Program
QI	Qualified Individual
RP	Responsible Party
SCADA	Supervisory Control and Data Acquisition (System)
SOSC	State On-Scene Coordinator
TCP	Tactical Command Post
TGLO	Texas General Land Office
TRRC	Texas Railroad Commission
TRT	Tactical Response Team
USCG	U. S. Coast Guard
USFWS	U. S. Fish and Wildlife Service

## E.2 DEFINITIONS

### Abandoned Pipeline

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

### Adverse Weather

The weather conditions considered by the operator in identifying the response systems and equipment to be deployed in accordance with a response plan, including wave height, ice, temperature, visibility, and currents within the inland or Coastal Response Zone (defined in the National Contingency Plan (40 CFR part 300)) in which those systems or equipment are intended to function.

### Alignment Sheet

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

### Barrel(s)

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

*Breakout tank* means a tank used to:

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

### Coastal Zone

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

### Cold (Support) Zone

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

### Command Post

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

### Communication Equipment

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

### Containment Boom

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

### Contamination Reduction Zone

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

### Contingency Plan

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

### Contract or other Approved Means

Includes:

- A written contract or other legally binding agreement between the operator and a response contractor or other spill response organization identifying and ensuring the availability of the specified personnel and equipment within stipulated response times for a specified geographic area;
- Certification that specified equipment is owned or operated by the pipeline operator, and operator personnel and equipment are available within stipulated response times for a specified geographic area; or
- Active membership in a local or regional oil spill removal organization that has identified specified personnel and equipment to be available within stipulated response times for a specified geographic area.
- For a facility that could reasonably be expected to cause substantial harm to the environment, with the consent of the response contractor or oil spill removal organization, the identification of a response contractor or oil spill removal organization with specified equipment and personnel which are available within stipulated response times in specific geographic areas.

### Crude Oil

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

### Dispersants

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

### Diversion Boom

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

### Environmentally Sensitive Areas

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

### Exclusion Zone

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

### Facilities

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

### First Responders, First Response Agency

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

### Flash Point

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

### Foam

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

#### Hazardous Material

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

#### Hazardous Substance

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

#### Hazardous Waste

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

#### High Volume Area

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

#### Hot (Exclusion) Zone

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

#### Ignition Temperature

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

#### Inactive/Idle Pipeline

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

#### Incident Commander (IC)

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

#### Incident Command System

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

#### Inland Zone

The environment inland of the coastal zone excluding the Great Lakes, Lake Champlain, and specified ports and harbors on inland rivers. (The term inland zone delineates an area of federal

responsibilities for response actions. Precise boundaries are determined by agreements between the EPA and the USCG and are identified in Federal Regional Contingency Plans.)

#### In-Service Pipeline

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

#### Interim Storage Site

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

#### Interstate Pipeline

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

#### Lead Agency

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

#### Lead Federal Agency

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

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

#### Lead State Agency

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

#### Line Section

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

#### Maximum Extent Practicable

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

#### National Contingency Plan (NCP)

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

#### Navigable Waters

The waters of the United States, including the territorial sea and such waters as lakes, rivers,

streams; waters which are used for recreation; and waters from which fish or shellfish are taken and sold in interstate or foreign commerce.

#### Non-Persistent or Group I Oil

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

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

#### Non-Petroleum Oil

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

#### Oil

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

#### Oil or Oils

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

#### Oil Spill Removal Organization (OSRO)

An entity that provides response resources.

#### One-Call

Service to notify underground utilities of planned excavations.

#### On-Scene Coordinator (OSC)

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

#### Onshore Oil Pipeline Facilities

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

#### Operator

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

#### Operating Area

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

#### Operating Environment

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

#### Owner or Operator

Any person, individual, partnership, corporation, association, governmental unit, or public or private organization of any character.

#### Persistent Oil

A petroleum-based oil that does not meet the distillation criteria for a non-persistent oil. For the purposes of this Appendix, persistent oils are further classified based on specific gravity as follows:

- Group II - specific gravity less than .85
- Group III - specific gravity between .85 and less than .95
- Group IV - specific gravity .95 to and including 1.0
- Group V - specific gravity greater than 1.0

#### Petroleum

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

#### Petroleum Product

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

#### Pipeline

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

#### Pipeline Corridor

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

#### Pipeline Crossing

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

#### Pipeline Intersection

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

#### Pipeline Segment

A linear feature representing part or all of a pipeline system on a digital or hard-copy map. A pipeline segment must have only two ends. No branches are allowed. A pipeline segment may be a straight line or may have any number of vertices. Each pipeline segment must be uniquely

identified. The number of pipeline segments should be kept to the minimum needed to represent a pipeline system and its associated attributes. When submitting hard-copy maps, the beginning and ending points of each pipeline segment should be marked with a clear, visible dot. When submitting digital geospatial data, a unique line segment in the computer-aided drafting (CAD) or GIS data set should represent each pipeline segment

#### Pipeline System

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

#### Primary Response Contractor(s)

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

#### Qualified Individual(s) (QI)

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

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

#### Qualified Individual(s) (QI), Continued

- Acting as a liaison with the predesignated of Federal On-Scene Coordinator (FOSC)
- Obligating, either directly or through prearranged contracts, funds required to carry out all necessary or directed response activities

#### Regional Response Team

The Federal Response Organization (consisting of representatives from selected Federal and State agencies) which acts as a regional body responsible for planning and preparedness before an oil spill occurs and providing advice to the FOSC in the event of a major or substantial spill.

#### Response Activities

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

#### Response Area

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

#### Responsible Party (RP)

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

the water, surface, or subsurface land of the state.

#### Response Plan

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

#### Response Resources

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

#### Response Zone

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

#### Retired Pipeline

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

#### Right-of-Way

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

#### Rivers and Canals

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

#### Skimmers

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

#### Sorbents

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

#### Spill Management Team

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

#### Staging Areas

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

#### State Emergency Response Commission (SERC)

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

### Support Zone

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

### Unified Command

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

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

### Warm (Contamination Reduction) Zone

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

### Waste

Oil or contaminated soil, debris, and other substances removed from coastal waters and adjacent waters, shorelines, estuaries, tidal flats, beaches, or marshes in response to an unauthorized discharge. Waste means any solid, liquid, or other material intended to be disposed of or discarded and generated as a result of an unauthorized discharge of oil. Waste does not include substances intended to be recycled if they are in fact recycled within 90 days of their generation or if they are brought to a recycling facility within that time.

### Wildlife Rescue

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

### Worst Case Discharge

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

**APPENDIX F**  
ADDITIONAL INFORMATION

Last revised: October 2013

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- Appointment and Authorization of Qualified Individuals
  - Hazardous Waste Contingency Plan - Pipelines
  - ENDYMION PIPELINE SYSTEM WORST CASE DISCHARGE
  - SOUTH PASS 89 PROTEUS PIPELINE WORST CASE DISCHARGE
  - HURRICANE PROCEDURES
  - Hancock County Plan
  - Harrison County Plan
  - Jackson County Plan
  - Jefferson Parish Plan
  - Mobile County Plan
  - St Charles Parish Plan
  - St. Tammany Parish Plan
  - Three Year Oil Pollution Act of 1990 Drill Log 03/03/2011
  - Gulf Region PREP Log 4-2012
  - PREP 3Yr Log Nov 2012
  - DOA - Mark Buteau



US Pipelines and Logistics

28100 Torch Parkway  
Warrenville IL 60555

20 November 2009

District Operations Managers

**Appointment and Authorization of "Qualified Individuals"**

Pursuant to the Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, and the regulations promulgated thereto with respect to required Response Plans, as may be applicable, you are each hereby appointed for and on behalf of the Company to serve as "Qualified Individual" for the particular assets / facilities of which you are manager. You are hereby expressly granted authority under the applicable Response Plan to:

- (1) Activate and engage necessary oil spill removal organization(s);
- (2) Act as liaison with the predesignated Federal On-Scene Coordinator (FOSC); and
- (3) Obligate, either directly or through prearranged contracts, funds necessary to carry out all required or directed oil spill response activities.

As District Operations Manager, you are also hereby authorized to further delegate these spill response authorities to those persons designated by you and listed in your district's Emergency Response Plans as "Alternate Qualified Individual". Such delegation shall be documented and kept on file, in writing, by letter to each person so designated.

*Steve Pankhurst*

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Steve Pankhurst - Business Unit Leader, US Pipelines & Logistics

(Note: original on file in the office of the Sr. Emergency Preparedness & Crisis Mgmt. Advisor)

cc: Bobby Talley, Regional Operations Manager, Midwest Region  
Chris Maudlin, Regional Operations Manager, West Region  
Tyrone Mitchell, Regional Operations Manager, East Region  
Mick Will, Regional Operations Manager, Gulf Coast Region

bp



# ENDYMION PIPELINE SYSTEM WORST CASE DISCHARGE

*Endymion Pipeline Gulf of Mexico Overview Map*

*Endymion Pipeline Detailed Location Map*

*Endymion Pipeline MMS Launch Area #51 Probability Map & WCD Trajectory*

*Endymion Pipeline Dispersant Overview Map & Sample Callout Summary*

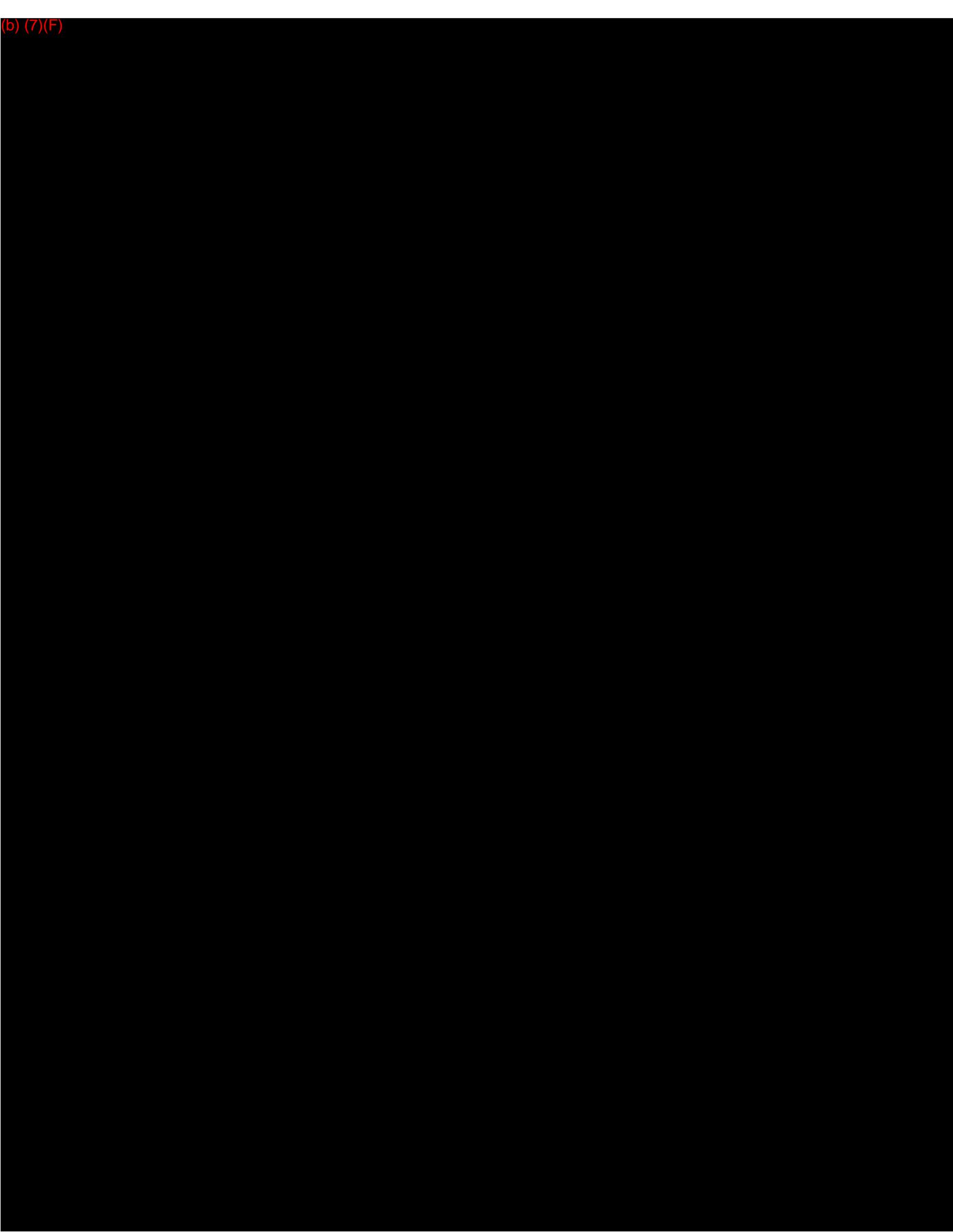
*Endymion Pipeline MSRC/NRC Warehouse Map & Sample Callout Summary*

*Environmental Sensitivities - Plaquemine Parish*

*Shoreline Response Strategies - Plaquemine Parish*







(b) (7)(F)











## Endymion Pipeline Offshore Dispersant Application Activation List (Page 1 of 2)

Dispersant Application System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Distance to Site (Miles)	Staging Location	Transit Time (Hours)					
								To Staging	Loadout	To Site	Deployment	Total	
DC-4 Aircraft	Airborne Support	Houma, LA	985-851-6391	DC-4 Aircraft (180 MPH)	1	88	Houma, LA	1					
	Airborne Support	Houma, LA		Crew - Pilots	3								
	Airborne Support	Houma, LA		Spotter Aircraft	1			2	0.5	1	4.5		
	Airborne Support	Houma, LA		Spotter Personnel	2			2					
	Airborne Support	Houma, LA		Dispersant (Gallons)	2,000			1					
DC-3 Aircraft	Airborne Support	Houma, LA	985-851-6391	DC-3 Aircraft (150 MPH)	1	88	Houma, LA	1					
	Airborne Support	Houma, LA		Crew - Pilots	3								
	Airborne Support	Houma, LA		Spotter Aircraft	1			2	0.6	1	4.6		
	Airborne Support	Houma, LA		Spotter Personnel	2			2					
	Airborne Support	Houma, LA		Dispersant (Gallons)	1,000			1					
DC-3 Aircraft	Airborne Support	Houma, LA	985-851-6391	DC-3 Aircraft (150 MPH)	1	88	Houma, LA	1					
	Airborne Support	Houma, LA		Crew - Pilots	3								
	Airborne Support	Houma, LA		Spotter Aircraft	1			2	0.6	1	4.6		
	Airborne Support	Houma, LA		Spotter Personnel	2			2					
	Airborne Support	Houma, LA		Dispersant (Gallons)	1,000			1					
ADDS PACK	Clean Caribbean	Pt. Everglades, FL	985-851-6391	ADDS PACK	1	380	Clearwater, FL	2	3				
	Clean Caribbean	Pt. Everglades, FL		Dispersant (Gallons)	5000			2	3				
	Linden/USCG	TBD		C-130 Aircraft(332 MPH)	1			4	1.2	1	9.2		
	Linden/USCG	TBD		Crew - Pilots	3			4					
	TBD	TBD		Spotter Aircraft	1			1					
M/V Recovery	AMPOL/STARS	Fourchon, LA	800-482-6765	Dispersant Spray System	1		Fourchon, LA				1		
	LOOP	Houma, LA		Dispersant (Gallons)	500			2					
	AMPOL/STARS	Fourchon, LA		Personnel	4			2	4				
	AMPOL/STARS	Fourchon, LA		110' Utility Boat	1								
	Vessel of Opp.	TBD		Crew Boat	1			2					
USCG SMART Team	USCG	Mobile, AL		Personnel	4		Fourchon, LA	3	1	4	1	9	
	Vessel of Opp.	TBD		Crew Boat	1			2	1				

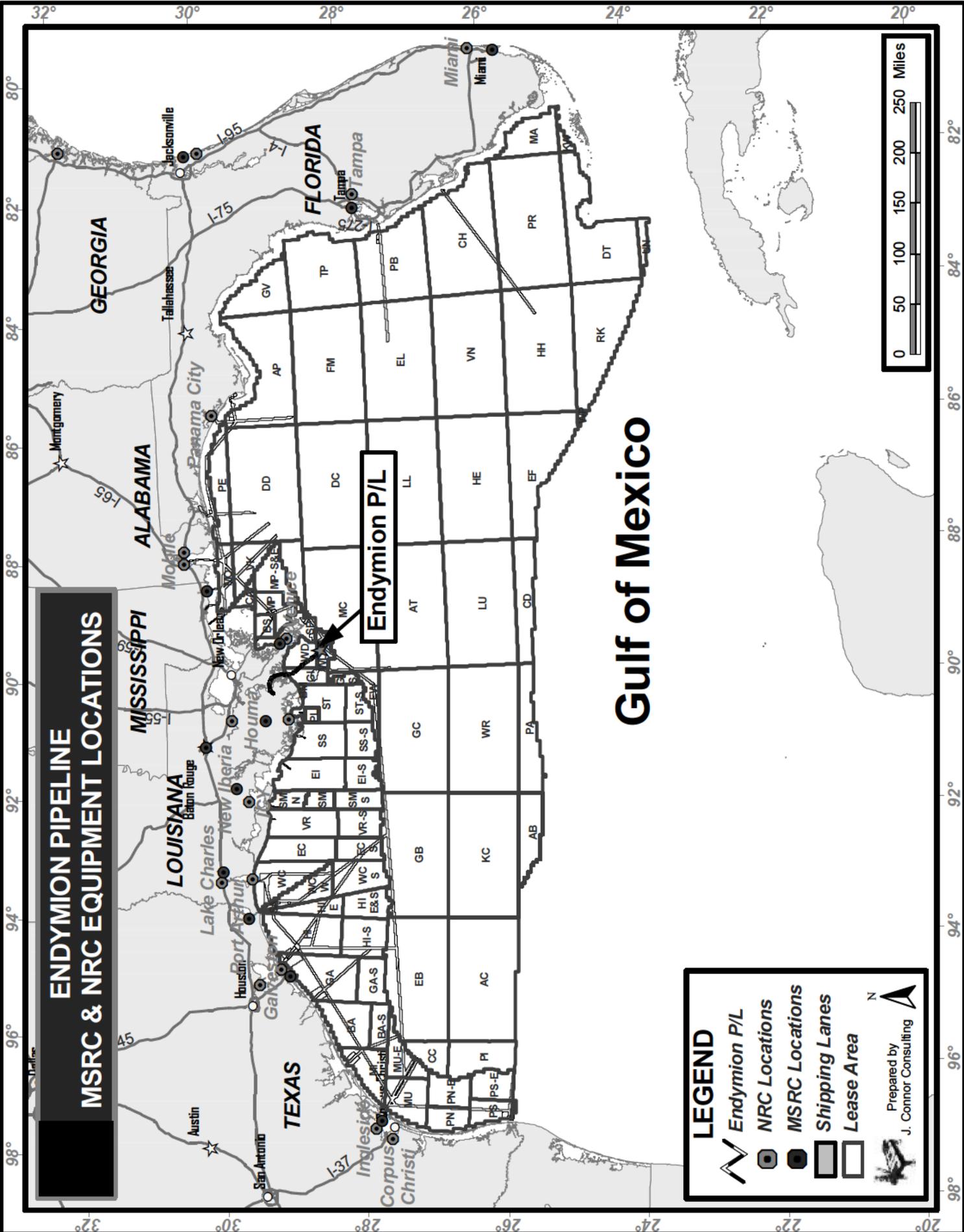
Offshore Dispersant Systems

## Endymion Pipeline Offshore Dispersant Application Activation List (Page 2 of 2)

Dispersant Application System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Distance to Site (Miles)	Staging Location	Transit Time (Hours)				
								To Staging	Loadout	To Site	Deployment	Total
M/V Responder	AMPOL/STARS	Intracoastal City	800-482-6765	Dispersant Spray System	1		Intracoastal City, LA				1	16
	AMPOL/STARS	Intracoastal City		Dispersant (Gallons)	500					1		
	AMPOL/STARS	Intracoastal City		Personnel	4				13			
	AMPOL/STARS	Intracoastal City		110' Utility Boat	1							
	Vessel of Opp.	TBD		Crew Boat	1			2				
NRC Defender OSRB Dispersant Spray System	NRC	Mobile, AL	877-334-4466	Dispersant Spray System	1		Mobile, AL				1	17
	NRC	Mobile, AL		Dispersant (Gallons)	TBD							
	NRC/ICN	Mobile, AL		Personnel	6				14			
	NRC	Mobile, AL		198' Barge	1							
	NRC	Morgan City, LA			1			1				
Dispersant Spray System	NRC	Morgan City, LA	877-334-4466	Dispersant Spray System	1		Intracoastal City, LA				1	17
	NRC	Morgan City, LA		Dispersant (Gallons)	TBD							
	NRC/ICN	Morgan City, LA		Personnel	4				13			
	Seacor	TBD		110' Crew Boat	1							
	NRC	TBD			1			1				
Jim "G" Dispersant Spray System	NRC	TBD	877-334-4466	Dispersant Spray System	1		TBD				1	TBD
	NRC	TBD		Dispersant (Gallons)	TBD							
	NRC/ICN	TBD		Personnel	4				TBD			
	Seacor	TBD		110' Crew Boat	1							
	NRC	TBD			1			1				

<b>Endymion Pipeline - Offshore Dispersant Stockpile List (7/15/02)</b>				
<b>Supplier</b>	<b>Warehouse Location</b>	<b>Phone</b>	<b>Type of Dispersant</b>	<b>Quantity (Gallons)</b>
Clean Caribbean COOP	Pt. Everglades, FL	(954) 983-9880	Corexit 9527	4,070
	Pt. Everglades, FL	(954) 983-9880	Corexit 9500	25,300
	Trinidad, WI	(954) 983-9880	Corexit 9500	990
MSRC	Galveston, TX	(800) OIL-SPIL	Corexit 9527	850
	Lake Charles, LA	(800) OIL-SPIL	Corexit 9527	850
	Fort Jackson, LA	(800) OIL-SPIL	Corexit 9527	1,000
	Pascagoula, MS	(800) OIL-SPIL	Corexit 9527	850
	Miami, FL	(800) OIL-SPIL	Corexit 9527	850
	Linden, NJ	(800) OIL-SPIL	Corexit 9527	15,565
LOOP, Inc.	Houma, LA	(504) 363-9299	Corexit 9527	20,000
	Fourchon, LA	(504) 363-9299	Corexit 9527	22,000
	Houma, LA	(504) 363-9299	Corexit 9500	4,000
MIRG	Houma, LA	(985) 781-0804	Corexit 9527	16,000
	Houma, LA	(504) 851-6391	Corexit 9527	4,170
Airborne Support, Inc.	Houma, LA	(504) 851-6391	Corexit 9500	2,000
	Morgan City, LA	(877) 334-4466	Corexit 9527	504
	Mobile, AL	(877) 334-4466	Corexit 9527	168
NRC	Puerto Rico, WI	(877) 334-4466	Corexit 9527	3,025

GULF COAST DISPERSANT STOCKPILES



**ENDYMION PIPELINE  
MSRC & NRC EQUIPMENT LOCATIONS**

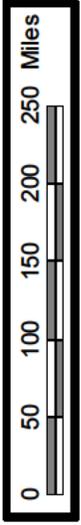
**Endymion P/L**

**Gulf of Mexico**

**LEGEND**

- Endymion P/L
- NRC Locations
- MSRC Locations
- Shipping Lanes
- Lease Area

Prepared by  
J. Connor Consulting



## Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 1 of 12)

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)					
									To Staging	Loadout	To Site	Deployment	Total	
Merttie "G" ID Boat	NRC	Venice, LA		Offshore Skimmer	1								1	
	NRC	Venice, LA	877-334-4466	21" Boom	100'	1,954	101	Venice, LA			3		1	4
	NRC/ICN	Venice, LA		Personnel	4									
	NRC	Venice, LA		110' Utility Boat	1					1				
Louisiana Responder Transrec-350	MSRC	Fort Jackson, LA		Offshore Skimmer	1								1	
	MSRC	Fort Jackson, LA		67" Offshore Boom	1,320'								1	
	MSRC	Fort Jackson, LA	800-OIL-SPIL	210' Vessel	1	10,567	4,000	Fort Jackson, LA			4			7
	STARS	TBD		Personnel	12									
SOS System FM/AW-329	MSRC	Fort Jackson, LA		32' Support Boat	1								2	
	NRC	Lutcher, LA		Rope Mop/VTU Skim	1								2	1
	NRC	Lutcher, LA		21" Boom	200'								2	1
	NRC/ICN	Lutcher, LA	877-334-4466	Personnel	4	8,352	124	Venice, LA			3			
SOS System AB/AW-363	NRC	Lutcher, LA		Marine Tank	1									
	Seacor	TBD		110' Utility Boat	1								2	
	NRC	Belle Chasse, LA		Marco/VTU Skimmer	1								2	1
	NRC	Belle Chasse, LA		43" Boom	200'								2	1
SOS System FF-332	NRC/ICN	Belle Chasse, LA	877-334-4466	Personnel	4	30,857	100	Venice, LA			3			7
	NRC	Belle Chasse, LA		Marine Tank	1									
	Seacor	TBD		110' Utility Boat	1								2	
	NRC	Belle Chasse, LA		Vikoma Skimmer	1								2	1
SOS System FF-332	NRC	Belle Chasse, LA		21" Boom	200'								2	1
	NRC/ICN	Belle Chasse, LA	877-334-4466	Personnel	4	3,154	100	Venice, LA			3			7
	NRC	Belle Chasse, LA		Marine Tank	1									
	Seacor	TBD		110' Utility Boat	1								2	
MV Recovery MOSS Unit SS-50	AMPOL/STARS	Fourchon, LA		Offshore Skimmer	1									1
	AMPOL/STARS	Fourchon, LA		36" Expandi Boom	720'									1
	AMPOL/STARS	Fourchon, LA	800-482-6765	Personnel	4	3,017	200	Fourchon, LA			4			7
	AMPOL/STARS	Fourchon, LA		110' Utility Boat	1								2	
Vessel of Opp.		TBD		Crew Boat	1							2		

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 2 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				Total
									To Staging	Loadout	To Site	Deployment	
Mark "G" ID Boat	NRC	Cocodrie, LA		Offshore Skimmer	1								1
	NRC	Cocodrie, LA	877-334-4466	21" Boom	100'	1,954	101	Cocodrie, LA			6		1
	NRC/ICN	Cocodrie, LA		Personnel	4				1				
	NRC	Cocodrie, LA		110' Utility Boat	1								
Stress 1	MSRC	Fort Jackson, LA		Offshore Skimmer	1					1			1
	MSRC	Fort Jackson, LA	800-OIL-SPIL	67" Offshore Boom	1320'	15,840		Fort Jackson, LA		1	4		1
	STARS	TBD		Personnel	4				2				
	Vessel of Opp.	TBD		Utility Boat	1					2			
FOILEX 250	MSRC	Fort Jackson, LA		Offshore Skimmer	1					1			1
	MSRC	Fort Jackson, LA	800-OIL-SPIL	67" Offshore Boom	1320'	3,977		Fort Jackson, LA		1	4		1
	STARS	TBD		Personnel	4				2				
	Vessel of Opp.	TBD		Utility Boat	1					2			
DESMI OCEAN	MSRC	Fort Jackson, LA		Offshore Skimmer	1					1			1
	MSRC	Fort Jackson, LA	800-OIL-SPIL	67" Offshore Boom	1320'	3,017		Fort Jackson, LA		1	4		1
	STARS	TBD		Personnel	4				2				
	Vessel of Opp.	TBD		Utility Boat	1					2			
GT-185	MSRC	Fort Jackson, LA		Offshore Skimmer	1					1			1
	MSRC	Fort Jackson, LA	800-OIL-SPIL	67" Offshore Boom	660'	1,371		Fort Jackson, LA		1	4		1
	STARS	TBD		Personnel	4				2				
	Vessel of Opp.	TBD		Utility Boat	1					2			
Vikoma 3 Weir	MSRC	Fort Jackson, LA		Offshore Skimmer	1					1			1
	MSRC	Fort Jackson, LA	800-OIL-SPIL	67" Offshore Boom	660'	5,657		Fort Jackson, LA		1	4		1
	STARS	TBD		Personnel	4				2				
	Vessel of Opp.	TBD		Utility Boat	1					2			
WP-4	MSRC	Fort Jackson, LA		Offshore Skimmer	1					1			1
	MSRC	Fort Jackson, LA	800-OIL-SPIL	67" Offshore Boom	660'	3,017		Fort Jackson, LA		1	4		1
	STARS	TBD		Personnel	4				2				
	Vessel of Opp.	TBD		Utility Boat	1					2			

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 3 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				Total
									To Staging	Loadout	To Site	Deployment	
SOS System FF-358	NRC	Port Allen, LA	877-334-4466	Vikoma Skimmer	1	3,154	100	Fourchon, LA	2	1		1	8
	NRC	Port Allen, LA		21" Boom	200'				2	1		1	
	NRC/ICN	Port Allen, LA		Personnel	4				2		4		
	NRC	Port Allen, LA		Marine Tank	1								
	Seacor	TBD		110' Utility Boat	1				2				
SOS System RM-358	NRC	Port Allen, LA	877-334-4466	Rope Mop Skimmer	1	1,495	Fourchon, LA	2	1		1	8	
	NRC	Port Allen, LA		21" Boom	200'			2	1				
	NRC/ICN	Port Allen, LA		Personnel	4			2		4			
	NRC	Port Allen, LA		Marine Tank	1								
	Seacor	TBD		110' Utility Boat	1			2					
FOILEX 200	MSRC	Fourchon, LA	800-OIL-SPIL	Offshore Skimmer	1	1,989	Fourchon, LA		1		1	8	
	MSRC	Fourchon, LA		67" Offshore Boom	660'				1				
	STARS	TBD		Personnel	4			2		4			
	Vessel of Opp.	TBD		Utility Boat	1			2					
GT-185	MSRC	Baton Rouge, LA	800-OIL-SPIL	Offshore Skimmer	1	1,371	Fourchon, LA		1		1	8	
	MSRC	Baton Rouge, LA		67" Offshore Boom	660'				1				
	STARS	TBD		Personnel	4			2		4			
	Vessel of Opp.	TBD		Utility Boat	1			2					
ORD Disk	OILMOP/STARS	Port Allen, LA	800-645-6671	Offshore Skimmer	1	114	Fourchon, LA		1		1	8	
	OILMOP/STARS	Port Allen, LA		36" Boom	100'				1				
	OILMOP/STARS	Port Allen, LA		Personnel	4			2		4			
	OILMOP/STARS	Port Allen, LA		110' Utility Boat	1								
	Vessel of Opp.	TBD		Crew Boat	1			2					
Ord Disk	Garner/STARS	New Orleans, LA	800-424-1716	Offshore Skimmer	1	480	Venice, LA	3	1		1	8	
	Garner/STARS	New Orleans, LA		42" Boom	500'			3	1				
	Garner/STARS	New Orleans, LA		Personnel	4			3		3			
	Vessel of Opp.	TBA		110' Utility Boat	1								
FOILEX 200	MSRC	Houma, LA	800-OIL-SPIL	Offshore Skimmer	1	1,989	Houma, LA		1		1	12	
	MSRC	Houma, LA		67" Offshore Boom	660'				1				
	STARS	TBD		Personnel	4			2		8			
	Vessel of Opp.	TBD		Utility Boat	1			2					

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 4 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BBL/DAY)	Storage Capacity (BBL)	Staging Location	Transit Time (Hours)				
									To Staging	Loadout	To Site	Deployment	Total
Stress 1	MSRC	Pascagoula, MS	800-OIL-SPIL	Offshore Skimmer	1	15,840		Pascagoula, MS	1			1	14
	MSRC	Pascagoula, MS		67" Offshore Boom	660'				1			1	
	STARS	TBD		Personnel	4				2		11		
	Vessel of Opp.	TBD		Utility Boat	1				2				
Mississippi Responder Transrec-350	MSRC	Pascagoula, MS	800-OIL-SPIL	Offshore Skimmer	1	10,567	4,000	Pascagoula, MS				1	14
	MSRC	Pascagoula, MS		67" Offshore Boom	1,320'						1		
	MSRC	Pascagoula, MS		210" Vessel	1						11		
	STARS	TBD		Personnel	12				2				
	MSRC	Pascagoula, MS		32' Support Boat	1				2				
GT-185	MSRC	Pascagoula, MS	800-OIL-SPIL	Offshore Skimmer	1	1,371		Pascagoula, MS	1			1	15
	MSRC	Pascagoula, MS		67" Offshore Boom	660'				1		1		
	STARS	TBD		Personnel	4				2		11		
	Vessel of Opp.	TBD		Utility Boat	1				2				
WP-1	MSRC	Pascagoula, MS	800-OIL-SPIL	Offshore Skimmer	1	3,017		Pascagoula, MS	1			1	15
	MSRC	Pascagoula, MS		67" Offshore Boom	660'				1		1		
	STARS	TBD		Personnel	4				2		11		
	Vessel of Opp.	TBD		Utility Boat	1				2				
AARDVAC	MSRC	Pascagoula, MS	800-OIL-SPIL	Offshore Skimmer	1	3,840		Pascagoula, MS	1			1	15
	MSRC	Pascagoula, MS		67" Offshore Boom	660'				1		1		
	STARS	TBD		Personnel	4				2		11		
	Vessel of Opp.	TBD		Utility Boat	1				2				
FOILEX 200	MSRC	Pascagoula, MS	800-OIL-SPIL	Offshore Skimmer	1	1,989		Pascagoula, MS	1			1	15
	MSRC	Pascagoula, MS		67" Offshore Boom	660'				1		1		
	STARS	TBD		Personnel	4				2		11		
	Vessel of Opp.	TBD		Utility Boat	1				2				
David "G" ID Boat	NRC	ICY, LA	877-334-4466	Offshore Skimmer	1	1,954	101	Intracoastal, LA				1	15
	NRC	ICY, LA		21" Boom	100'						13		
	NRC/ICN	ICY, LA		Personnel	4				1				
	NRC	ICY, LA		110' Utility Boat	1								

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 5 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)					
									To Staging	Loadout	To Site	Deployment	Total	
M/V Responder MOSS Unit GT-185	AMPOL/STARS	Intracoastal City	800-482-6765	Offshore Skimmer	1	1,371	200	Intracoastal City, LA				1	16	
	AMPOL/STARS	Intracoastal City		36" Expandi Boom	720'							1		
	AMPOL/STARS	Intracoastal City		Personnel	4						2	13		
	AMPOL/STARS	Intracoastal City		110' Utility Boat	1									
	Vessel of Opp.	TBD		Crew Boat	1						2			
WP-4	AMPOL/STARS	New Iberia	800-482-6765	Offshore Skimmer	1	3,565	Intracoastal City, LA				1	17		
	AMPOL/STARS	New Iberia		36" Expandi Boom	720'					2	1			
	AMPOL/STARS	New Iberia		Personnel	4					2	13			
	AMPOL/STARS	New Iberia		110' Utility Boat	1					2				
	Vessel of Opp.	TBD		Crew Boat	1					2				
WP-4	AMPOL/STARS	New Iberia	800-482-6765	Offshore Skimmer	1	3,565	Intracoastal City, LA				1	17		
	AMPOL/STARS	New Iberia		36" Expandi Boom	720'					2	1			
	AMPOL/STARS	New Iberia		Personnel	4					2	13			
	AMPOL/STARS	New Iberia		110' Utility Boat	1					2				
	Vessel of Opp.	TBD		Crew Boat	1					2				
WP-4	AMPOL/STARS	New Iberia	800-482-6765	Offshore Skimmer	1	3,565	Intracoastal City, LA				1	17		
	AMPOL/STARS	New Iberia		36" Expandi Boom	720'					2	1			
	AMPOL/STARS	New Iberia		Personnel	4					2	13			
	AMPOL/STARS	New Iberia		110' Utility Boat	1					2				
	Vessel of Opp.	TBD		Crew Boat	1					2				
WP-3	AMPOL/STARS	New Iberia	800-482-6765	Offshore Skimmer	1	2,880	Intracoastal City, LA				1	17		
	AMPOL/STARS	New Iberia		36" Expandi Boom	720'					2	1			
	AMPOL/STARS	New Iberia		Personnel	4					2	13			
	AMPOL/STARS	New Iberia		110' Utility Boat	1					2				
	Vessel of Opp.	TBD		Crew Boat	1					2				
WP-1	AMPOL/STARS	New Iberia	800-482-6765	Offshore Skimmer	1	1,440	Intracoastal City, LA				1	17		
	AMPOL/STARS	New Iberia		36" Expandi Boom	720'					2	1			
	AMPOL/STARS	New Iberia		Personnel	4					2	13			
	AMPOL/STARS	New Iberia		110' Utility Boat	1					2				
	Vessel of Opp.	TBD		Crew Boat	1					2				

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 6 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				
									To Staging	Loadout	To Site	Deployment	Total
GT-185	AMPOL/STARS	New Iberia	800-482-6765	Offshore Skimmer	1	1,371		Intracoastal City, LA	2	1			1
	AMPOL/STARS	New Iberia		36" Expandi Boom	720'				2	1			1
	AMPOL/STARS	New Iberia		Personnel	4				2		13		
	AMPOL/STARS	New Iberia		110' Utility Boat	1				2				
	Vessel of Opp.	TBD		Crew Boat	1				2				
GT-260	AMPOL/STARS	New Iberia	800-482-6765	Offshore Skimmer	1	2,743		Intracoastal City, LA	2	1			1
	AMPOL/STARS	New Iberia		36" Expandi Boom	720'				2	1			1
	AMPOL/STARS	New Iberia		Personnel	4				2		13		
	AMPOL/STARS	New Iberia		110' Utility Boat	1				2				
	Vessel of Opp.	TBD		Crew Boat	1				2				
ORD Disk	OILMOP/STARS	New Iberia, LA	800-645-6671	Offshore Skimmer	1	114		Intracoastal City, LA		1			1
	OILMOP/STARS	New Iberia, LA		36" Boom	100'					1			1
	OILMOP/STARS	New Iberia, LA		Personnel	4				2		13		
	OILMOP/STARS	New Iberia, LA		110' Utility Boat	1				2				
	Vessel of Opp.	TBD		Crew Boat	1				2				
SOS System RM/AW-376	NRC	Spanish Fort, AL	877-334-4466	Rope Mop/VTU Skit	1	8,352	124	Mobile, AL	2	1			1
	NRC	Spanish Fort, AL		21" Boom	300'				2	1			1
	NRC/ICN	Spanish Fort, AL		Personnel	4				2		14		
	NRC	Spanish Fort, AL		Marine Tank	1				2				
	Seacor	TBD		110' Utility Boat	1				2				
Jansen "G" ID Boat	NRC	Cameron, LA	877-334-4466	Offshore Skimmer	1	1,954	101	Cameron, LA					1
	NRC	Cameron, LA		21" Boom	100'								1
	NRC/ICN	Cameron, LA		Personnel	4				1		18		
	NRC	Cameron, LA		110' Utility Boat	1				1				
SOS System WS/AW-328	NRC	Sulphur, LA	877-334-4466	Vikoma/VTU - Weir	1	12,322	124	Cameron, LA	2	1			1
	NRC	Sulphur, LA		21" Boom	200'				2	1			1
	NRC/ICN	Sulphur, LA		Personnel	4				2		18		
	NRC	Sulphur, LA		Marine Tank	1				2				
	Seacor	TBD		110' Utility Boat	1				2				

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 7 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)						
									To Staging	Loadout	To Site	Deployment	Total		
SOS System FF/AW-362	NRC	Sulphur, LA	877-334-4466	VikomaVTU - Weir	1	10,011	124	Cameron, LA	2	1	18	1	22		
	NRC	Sulphur, LA		21" Boom	200'				2	1					
	NRC/ICN	Sulphur, LA		Personnel	4				2						
	NRC	Sulphur, LA		Marine Tank	1				2						
	Seacor	TBD		110' Utility Boat	1				2						
Gulf Coast Responder Transrec-350	MSRC	Lake Charles, LA	800-OIL-SPIL	Offshore Skimmer	1	10,567	Lake Charles, LA	2	1	1	19	1	22		
	MSRC	Lake Charles, LA		67" Offshore Boom	1,320'										
	MSRC	Lake Charles, LA		210' Vessel	1										
	STARS	TBD		Personnel	12									2	
	MSRC	Lake Charles, LA		Tow Bladder	1									2	
SOS System FF/AW-327	NRC	Panama City, FL	877-334-4466	VikomaVTU Skimmer	1	10,011	Panama City, FL	2	1	1	19	1	23		
	NRC	Panama City, FL		21" Boom	100'										
	NRC/ICN	Panama City, FL		Personnel	4									2	
	NRC	Panama City, FL		Marine Tank	1										
	Seacor	TBD		110' Utility Boat	1									2	
NRC "DEFENDER" OSRB	NRC	Mobile, AL	877-334-4466	Offshore Skimmer	1	29,465	Mobile, AL	1	1	1	21	1	23		
	NRC	Mobile, AL		43" Boom	2,700'										
	NRC/ICN	Mobile, AL		Personnel	6									1	
	NRC	Mobile, AL		198' Barge	1										
	NRC	Mobile, AL		Boom Boat	1										
Vessel of Opp.	TBD	Offshore Tugs	2	1											
Stress 1	MSRC	Lake Charles, LA	800-OIL-SPIL	Offshore Skimmer	1	15,840	Lake Charles, LA	2	1	1	19	1	23		
	MSRC	Lake Charles, LA		67" Offshore Boom	1320'										
	STARS	TBD		Personnel	4									2	
	Vessel of Opp.	TBD		Utility Boat	1									2	
	MSRC	Lake Charles, LA		Offshore Skimmer	1										
FOILEX 250	MSRC	Lake Charles, LA	800-OIL-SPIL	67" Offshore Boom	1320'	3,977	Lake Charles, LA	2	1	1	19	1	23		
	MSRC	Lake Charles, LA		Personnel	4										
	STARS	TBD		Personnel	4									2	
	Vessel of Opp.	TBD		Utility Boat	1									2	
	MSRC	Lake Charles, LA		Offshore Skimmer	1										

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 8 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				
									To Staging	Loadout	To Site	Deployment	Total
DESMI OCEAN	MSRC	Lake Charles, LA	800-OIL-SPIL	Offshore Skimmer	1	3,017		Lake Charles, LA	1			1	23
	MSRC	Lake Charles, LA		67" Offshore Boom	1320'				1			1	
	STARS	TBD		Personnel	4						19		
	Vessel of Opp.	TBD		Utility Boat	1				2			2	
SOS System AW-321	NRC	Orangefield, TX	877-334-4466	VTU - Weir Skimmer	1	6,857	100	Sabine Pass, TX	1	1		1	24
	NRC	Orangefield, TX		21" Boom	100'				1		1		
	NRC/ICN	Orangefield, TX		Personnel	4						20		
	NRC	Orangefield, TX		Marine Tank	1								
	Seacor	TBD		110' Utility Boat	1				2			2	
GT-185	MSRC	Port Arthur, TX	800-OIL-SPIL	Offshore Skimmer	1	1,371		Sabine Pass, TX	1	1		1	24
	MSRC	Port Arthur, TX		67" Offshore Boom	660'				1		1		
	STARS	TBD		Personnel	4						20		
	Vessel of Opp.	TBD		Utility Boat	1				2			2	
"ADMIRAL" OSRV	NRC	Galveston, TX	877-334-4466	Offshore Skimmer	1	26,125	300	Galveston, TX				1	25
	NRC	Galveston, TX		43" Boom	2,600'						1		
	NRC/ICN	Galveston, TX		Personnel	6						23		
	NRC	Galveston, TX		110' Vessel	1								
	Vessel of Opp.	TBD		Crew Boat	1								
Texas Responder Transrec-350	MSRC	Galveston, TX	800-OIL-SPIL	Offshore Skimmer	1	10,567	4,000	Galveston, TX				1	26
	MSRC	Galveston, TX		67" Offshore Boom	1,320'						1		
	MSRC	Galveston, TX		210' Vessel	1						23		
	STARS	TBD		Personnel	12								
	MSRC	Galveston, TX		32' Support Boat	1				2			2	
GT-185	MSRC	Galveston, TX	800-OIL-SPIL	Offshore Skimmer	1	1,371		Galveston, TX	1	1		1	27
	MSRC	Galveston, TX		67" Offshore Boom	660'						1		
	STARS	TBD		Personnel	4						23		
	Vessel of Opp.	TBD		Utility Boat	1				2			2	
Stress 1	MSRC	Galveston, TX	800-OIL-SPIL	Offshore Skimmer	1	15,840		Galveston, TX	1	1		1	27
	MSRC	Galveston, TX		67" Offshore Boom	660'						1		
	STARS	TBD		Personnel	4						23		
	Vessel of Opp.	TBD		Utility Boat	1				2			2	

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 9 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				
									To Staging	Loadout	To Site	Deployment	Total
Vikoma 3 Weir	MSRC	Galveston, TX	800-OIL-SPIL	Offshore Skimmer	1	5,657		Galveston, TX	1			1	27
	MSRC	Galveston, TX		67" Offshore Boom	660'				1		1	1	
	STARS	TBD		Personnel	4				2		23		
	Vessel of Opp.	TBD		Utility Boat	1				2				
WP-4	MSRC	Galveston, TX	800-OIL-SPIL	Offshore Skimmer	1	3,017		Galveston, TX	1			1	27
	MSRC	Galveston, TX		67" Offshore Boom	660'				1		1	1	
	STARS	TBD		Personnel	4				2		23		
	Vessel of Opp.	TBD		Utility Boat	1				2				
FOILEX 250	MSRC	Galveston, TX	800-OIL-SPIL	Offshore Skimmer	1	3,977		Galveston, TX	1			1	27
	MSRC	Galveston, TX		67" Offshore Boom	660'				1		1	1	
	STARS	TBD		Personnel	4				2		23		
	Vessel of Opp.	TBD		Utility Boat	1				2				
SOS System AW-325	NRC	Houston, TX	877-334-4466	VTU Skimmer	1	6,857	124	Galveston, TX	1			1	27
	NRC	Houston, TX		21" Boom	200'				1		1	1	
	NRC/ICN	Houston, TX		Personnel	4				1		23		
	NRC	Houston, TX		Marine Tank	1								
	Seacor	TBD		110' Utility Boat	1				2				
SOS System WS/AW-359	NRC	Houston, TX	877-334-4466	Vikoma/VTU Skimmer	1	12,322	124	Galveston, TX	1			1	27
	NRC	Houston, TX		21" Boom	200'				1		1	1	
	NRC/ICN	Houston, TX		Personnel	4				1		23		
	NRC	Houston, TX		Marine Tank	1								
	Seacor	TBD		110' Utility Boat	1				2				
Ord Disk	Gamer/STARS	LaMarque, TX	800-424-1716	Offshore Skimmer	1	480		Galveston, TX	1			1	27
	Gamer/STARS	LaMarque, TX		42" Boom	500'				1		1	1	
	Gamer/STARS	LaMarque, TX		Personnel	4				2		23		
	Vessel of Opp.	TBA		110' Utility Boat	1								
Ord Disk	Gamer/STARS	Houston, TX	800-424-1716	Offshore Skimmer	1	480		Galveston, TX	1			1	27
	Gamer/STARS	Houston, TX		42" Boom	500'				1		1	1	
	Gamer/STARS	Houston, TX		Personnel	4				2		23		
	Vessel of Opp.	TBA		110' Utility Boat	1								

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 10 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				
									To Staging	Loadout	To Site	Deployment	Total
Jill "G" ID Boat	NRC	Tampa, FL	877-334-4466	Offshore Skimmer	1	1,954	101	Tampa, FL				1	35
	NRC	Tampa, FL		21" Boom	100'							1	
	NRC/ICN	Tampa, FL		Personnel	4					33			
	NRC	Tampa, FL		110' Utility Boat	1				1				
Austin "G" ID Boat	NRC	Ingleside, TX	877-334-4466	Offshore Skimmer	1	1,954	101	Ingleside, TX				1	36
	NRC	Ingleside, TX		21" Boom	100'							1	
	NRC/ICN	Ingleside, TX		Personnel	4					34			
	NRC	Ingleside, TX		110' Utility Boat	1				1				
GT-185	MSRC	Tampa, FL	800-OIL-SPIL	Offshore Skimmer	1	1,371		Tampa, FL		1			37
	MSRC	Tampa, FL		67" Offshore Boom	660'					1		1	
	STARS	TBD		Personnel	4					33			
	Vessel of Opp.	TBD		Utility Boat	1				2			2	
Stress 1	MSRC	Tampa, FL	800-OIL-SPIL	Offshore Skimmer	1	15,840		Tampa, FL		1			37
	MSRC	Tampa, FL		67" Offshore Boom	660'					1		1	
	STARS	TBD		Personnel	4					33			
	Vessel of Opp.	TBD		Utility Boat	1				2			2	
WP-1	MSRC	Tampa, FL	800-OIL-SPIL	Offshore Skimmer	1	3,017		Tampa, FL		1			37
	MSRC	Tampa, FL		67" Offshore Boom	660'					1		1	
	STARS	TBD		Personnel	4					33			
	Vessel of Opp.	TBD		Utility Boat	1				2			2	
SOS System AW-338	NRC	Tampa, FL	877-334-4466	VTU - Weir Skimmer	1	6,857	124	Tampa, FL		3	1		38
	NRC	Tampa, FL		21" Boom	100'					3	1		
	NRC/ICN	Tampa, FL		Personnel	4					33			
	NRC	Tampa, FL		Marine Tank	1				3				
Seacor	TBD	110' Utility Boat	1	2									
SOS System AW-302	NRC	Ft. Lauderdale, FL	877-334-4466	VTU - Weir Skimmer	1	6,857	124	Tampa, FL		3	1		38
	NRC	Ft. Lauderdale, FL		21" Boom	100'					3	1		
	NRC/ICN	Ft. Lauderdale, FL		Personnel	4					33			
	NRC	Ft. Lauderdale, FL		Marine Tank	1				3				
Seacor	TBD	110' Utility Boat	1	2									

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 11 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				Total
									To Staging	Loadout	To Site	Deployment	
SOS System RM/AW-352	NRC	Ft. Lauderdale, FL		Rope Mop/VTU - W	1				3	1		1	
	NRC	Ft. Lauderdale, FL		21" Boom	300'				3	1		1	
	NRC/ICN	Ft. Lauderdale, FL	877-334-4466	Personnel	4	8,352	124	Tampa, FL	3		33		38
	NRC	Ft. Lauderdale, FL		Marine Tank	1				3				
	Seacor	TBD		110' Utility Boat	1				2				
Transrec-350	MSRC	Ingleside, TX		Offshore Skimmer	1					1		1	
	MSRC	Ingleside, TX		67" Offshore Boom	1,320'					1		1	
	STARS	TBD	800-OIL-SPIL	Personnel	12	10,567		Ingleside, TX	2		34		38
	Vessel of Opp.	TBD		Utility Boat	1				2				
	MSRC	Ingleside, TX		32' Support Boat	1				2				
GT-185	MSRC	Ingleside, TX		Offshore Skimmer	1					1		1	
	MSRC	Ingleside, TX		67" Offshore Boom	1,320'					1		1	
	STARS	TBD	800-OIL-SPIL	Personnel	4	1,371		Ingleside, TX	2		34		38
	Vessel of Opp.	TBD		Utility Boat	1				2				
	MSRC	Ingleside, TX		Offshore Skimmer	1					1		1	
Stress 1	MSRC	Ingleside, TX		67" Offshore Boom	1,320'					1		1	
	STARS	TBD	800-OIL-SPIL	Personnel	4	15,840		Ingleside, TX	2		34		38
	Vessel of Opp.	TBD		Utility Boat	1				2				
	MSRC	Ingleside, TX		Offshore Skimmer	1					1		1	
	MSRC	Ingleside, TX		67" Offshore Boom	1,320'					1		1	
Vikoma 3 Weir	STARS	TBD	800-OIL-SPIL	Personnel	4	5,657		Ingleside, TX	2		34		38
	Vessel of Opp.	TBD		Utility Boat	1				2				
	MSRC	Ingleside, TX		Offshore Skimmer	1					1		1	
	MSRC	Ingleside, TX		67" Offshore Boom	1,320'					1		1	
	STARS	TBD	800-OIL-SPIL	Personnel	4				2		34		38
WP-1	Vessel of Opp.	TBD		Utility Boat	1				2				
	MSRC	Ingleside, TX		Offshore Skimmer	1					1		1	
	MSRC	Ingleside, TX		67" Offshore Boom	1,320'	3,017		Ingleside, TX	1		34		38
	STARS	TBD	800-OIL-SPIL	Personnel	4				2				
	Vessel of Opp.	TBD		Utility Boat	1				2				

Offshore Skimming Systems

**Endymion Pipeline - Sample Offshore Mechanical Recovery Activation List (Page 12 of 12)**

System Name	Supplier	Warehouse Location	Phone	System Requirements	Quantity	Derated Recovery (BLS/DAY)	Storage Capacity (BLS)	Staging Location	Transit Time (Hours)				Total					
									To Staging	Loadout	To Site	Deployment						
SOS System RM-313	NRC	Corpus Christi, TX		Rope Mop Skimmer	1				1				1					
	NRC	Corpus Christi, TX		21" Boom	200'				1				1					
	NRC/ICN	Corpus Christi, TX	877-334-4466	Personnel	4	1,495	100	Corpus Christi, TX	1		35							
	NRC	Corpus Christi, TX		Marine Tank	1													
	Seacor	TBD		110' Utility Boat	1				2									
SOS System RM/AW-340	NRC	Corpus Christi, TX		Rope Mop/MTU Skim	1				1				1					
	NRC	Corpus Christi, TX		21" Boom	200'				1				1					
	NRC/ICN	Corpus Christi, TX	877-334-4466	Personnel	4	8,352	124	Corpus Christi, TX	1		35							
	NRC	Corpus Christi, TX		Marine Tank	1													
	Seacor	TBD		110' Utility Boat	1				2									
NRC "VALIANT" OSRB	NRC	Corpus Christi, TX		Offshore Skimmer	1								1					
	NRC	Corpus Christi, TX		43" Boom	2,600'								1					
	NRC/ICN	Corpus Christi, TX	877-334-4466	Personnel	6	29,280	20,872	Corpus Christi, TX	1		54							
	NRC	Corpus Christi, TX		199' Barge	1													
	NRC	Corpus Christi, TX		Boom Boat	1													
Vessel of Opp.									2									
									<b>Total Derated Recovery (BLS/DAY)</b>				<b>484,736</b>					
									<b>Total Storage Capacity (BLS)</b>				<b>59,642</b>					

(b) (7)(F)

# Environmental Sensitivity Index Louisiana

## Shoreline Types

-  Developed/unforested uplands
-  Freshwater Marsh
-  Mangrove
-  Salt Marsh
-  Sand Beach/Spoil Bank
-  Swamp
-  Tidal Mudflat

## Habitats

-  Salt Marsh
-  Fresh Marsh
-  Swamp
-  Mangrove
-  Unranked

## Biological Resources

- Alligators
- Crabs
- Diving Birds
- Marine Fish
- Oysters
- Sea Turtles
- Seabirds
- Shorebirds
- Shrimp
- Vegetation
- Wading Birds
- Waterfowl
- Raptors

## National Heritage Program Endangered Species

- Amphibian
- Bear
- Bird
- Bivalve
- Crayfish
- Fish
- 2 Insect
- 5 Lizard
- Manatee
- B Passerine
- Plant
- Raptor
- Sub Aquatic Vegetation
- Shorebird
- Small Mammal
- ~ Snake
- Turtle
- ⊕ Upland
- Wading Birds
- Wetland (Mangrove)

## SPECIES LIST AND ASSEMBLAGES WITH SEASONAL DISTRIBUTION AND BREEDING SEASON

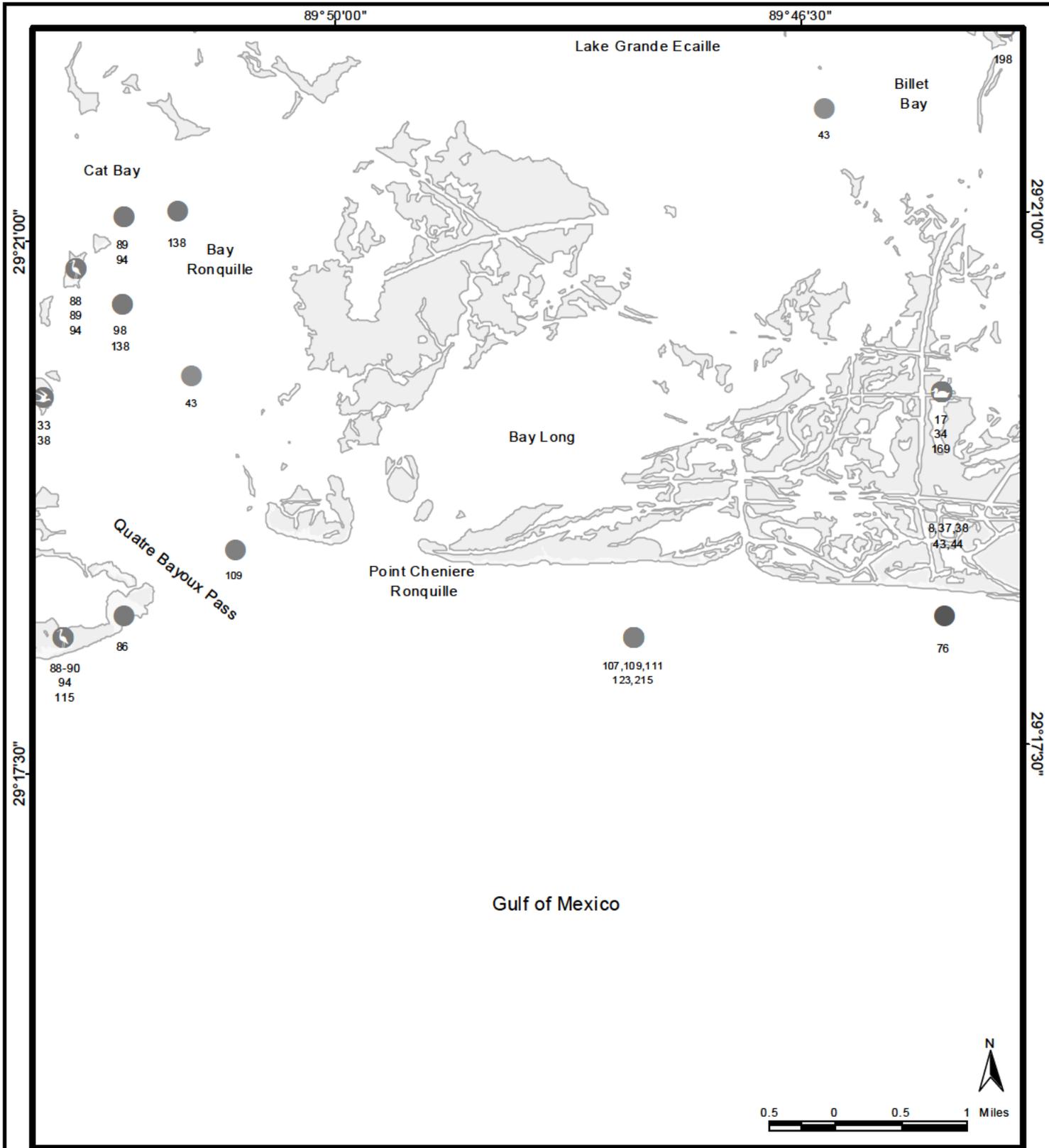
Species No.	Common Name	Scientific Name	Seasonality*				Species No.	Common Name	Scientific Name	Seasonality*												
			Sp	Su	F	W				Sp	Su	F	W									
<b>BIRDS</b>																						
<b>Wading Bird Assemblage C</b>						<b>Shorebirds Assemblage D</b>																
54, 87, 88, 89, 90, <u>91</u> , 94, 97, 115, 120, 125, <u>132</u> , <u>149</u> , 178, 185, 187, 188, 189, 192						52, 56, 58, 59, 61, 62, 64, 65, 66, 142, <u>153</u> , 155, 156, 196																
<b>Wading Birds</b>						<b>Shorebirds</b>																
54	Great blue heron	<i>Ardea herodias</i>	*	*	0	0	52	Wilson's phalarope	<i>Steganopus tricolor</i>	0	0	0	0									
87	Little blue heron	<i>Egretta caerulea</i>	*	*	0	0	55	Whimbrel	<i>Numenius phaeopus</i>	0	0	0	0									
88	Great Egret	<i>Casmerodius albus</i>	*	*	0	0	56	Spotted sandpiper	<i>Actitis macularia</i>	0	0	0	0									
89	Snowy Egret	<i>Egretta thula</i>	*	*	0	0	58	Greater yellowlegs	<i>Tringa melanaleuca</i>	0	0	0	0									
90	Black-crowned night heron	<i>Nycticorax nycticorax</i>	*	*	0	0	59	Lesser yellowlegs	<i>Tringa flavipes</i>	0	0	0	0									
91	Glossy ibis	<i>Plegadis falcinellus</i>	*	0	0	0	60	Red knot	<i>Calidris canutus</i>	0	0	0	0									
93	Cattle egret	<i>Bulbulcus ibis</i>	*	*	0	0	61	Pectoral sandpiper	<i>Calidris melanotos</i>	0	0	0	0									
94	Tricolor heron	<i>Egretta tricolor</i>	*	*	0	0	62	Least sandpiper	<i>Calidris minutilla</i>	0	0	0	0									
97	Green heron	<i>Butorides striatus</i>	*	*	0	0	63	Dunlin	<i>Calidris alpina</i>	0	0	0	0									
115	White ibis	<i>Eudocimus albus</i>	*	*	0	0	64	Short-billed dowitcher	<i>Limnodromus griseus</i>	0	0	0	0									
<u>116</u>	Roseate spoonbill	<i>Ajaia ajaja</i>	*	*	0	0	65	Long-billed dowitcher	<i>Limnodromus scolopaceus</i>	0	0	0	0									
120	Yellow-crowned night heron	<i>Nyctanassa violacea</i>	*	*	0	0	66	Western sandpiper	<i>Caladris mauri</i>	0	0	0	0									
125	Clapper rail	<i>Rallus longirostris</i>	*	*	0	0	67	Sanderling	<i>Caladris alba</i>	0	0	0	0									
<u>132</u>	Wood stork	<i>Micreter americana</i>	0	0	0	0	71	Black-bellied plover	<i>Pluvialis squatarola</i>	0	0	0	0									
<u>149</u>	White-faced ibis	<i>Plegadis chihii</i>	*	*	0	0	73	Ruddy turnstone	<i>Arenaria interpres</i>	0	0	0	0									
<u>163</u>	Reddish egret	<i>Egretta rufescens</i>	0	*	0	0	<u>139</u>	Snowy plover	<i>Charadrius alexandrinus</i>	0	0	0	0									
178	Least bittern	<i>Ixobrychus exilis</i>	0	*	0	0	141	American avocet	<i>Recurvirostra americana</i>	0	0	0	0									
184	King rail	<i>Rallus elegans</i>	*	*	0	0	142	Black-necked stilt	<i>Himantopus mexicanus</i>	*	*	0	0									
185	American bittern	<i>Botaurus lentiginosus</i>	0	0	0	0	<u>152</u>	American oystercatcher	<i>Haemetopus palliatus</i>	0	0	0	0									
187	Virginia rail	<i>Rallus limicola</i>	0	0	0	0	<u>153</u>	Piping plover	<i>Charadrius melodus</i>	0	0	0	0									
188	Sora	<i>Porzana carolina</i>	0	0	0	0	154	Wilson's plover	<i>Charadrius wilsonia</i>	*	*	0	0									
189	Yellow rail	<i>Corumnicops noveboracensis</i>	0	0	0	0	155	Willet	<i>Catoptrophorus semipalmatus</i>	*	*	0	0									
192	Common gallinule	<i>Gallinula chloropus</i>	*	*	0	0	156	Semipalmated plover	<i>Caladris pusilla</i>	0	0	0	0									
212	Purple gallinule	<i>Porphyryla martinica</i>	*	*	0	0	196	Common snipe	<i>Capella gallinago</i>	0	0	0	0									
<u>172</u>	Sandhill crane	<i>Grus canadensis</i>	0	0	0	0	209	Long-billed curlew	<i>Namerius americanus</i>	0	0	0	0									
<b>Waterfowl Assemblage E</b>						<b>Seabirds</b>																
15, 16, 17, 18, 20, 22, 23, 26, 33, 121, 124, 148, 162, 169, 190, 198, 211						38																
<b>Waterfowl</b>						<b>Raptors</b>																
12	Canada goose	<i>Branta canadensis</i>	0	0	0	0	<u>76</u>	Bald eagle	<i>Haliaeetus leucocephalus</i>	*	0	0	*									
14	White-fronted goose	<i>Anser albifrons</i>	0	0	0	0	<u>77</u>	Osprey	<i>Pandion haliaetus</i>	*	0	0	*									
15	Snow goose	<i>Chen caerulescens</i>	0	0	0	0	<u>107</u>	Peregrine falcon	<i>Falco peregrinus</i>	0	0	0	0									
16	Mallard	<i>Anas platyrhynchos</i>	*	0	0	0	<u>182</u>	American kestrel	<i>Falco sparverius</i>	0	0	0	0									
17	Pintail	<i>Anas acuta</i>	*	0	0	0	<b>Diving Birds</b>															
18	Green-winged teal	<i>Anas crecca</i>	0	0	0	0	1	Common loon	<i>Gavia immer</i>	0	0	0	0									
20	Northern shoveler	<i>Anas clupeata</i>	0	0	0	0	5	Horned grebe	<i>Podiceps auritus</i>	0	0	0	0									
21	Canvasback	<i>Aythya valisineria</i>	0	0	0	0	6	Eared grebe	<i>Podiceps nigricollis</i>	0	0	0	0									
22	Greater scaup	<i>Aythya affinis</i>	0	0	0	0	8	Double-crested cormorant	<i>Phalacrocorax auritus</i>	0	0	0	0									
23	Lesser scaup	<i>Aythya affinis</i>	0	0	0	0	118	Brown pelican	<i>Pelecanus occidentalis</i>	0	0	0	*									
24	Common goldeneye	<i>Bucephala clangula</i>	0	0	0	0	121	Anhinga	<i>Anhinga anhinga</i>	*	*	0	0									
26	Bufflehead	<i>Bucephala albeola</i>	0	0	0	0	168	Olivaceous cormorant	<i>Phalacrocorax olivaceus</i>	*	0	0	0									
33	Red-breasted merganser	<i>Mergus serrator</i>	0	0	0	0	173	White pelican	<i>Pelecanus erythrorhynchos</i>	0	0	0	0									
34	American coot	<i>Fuleca americana</i>	0	0	0	0	179	Pied-billed grebe	<i>Polyilymbus podiceps</i>	*	0	0	0									
124	Redhead	<i>Aythya americana</i>	0	0	0	0																
148	Ruddy duck	<i>Oxyura jamaicensis</i>	0	0	0	0																
162	Gadwall	<i>Anas strepera</i>	0	0	0	0																
169	American wigeon	<i>Anas americana</i>	0	0	0	0																
180	Ring-necked duck	<i>Aythya collaris</i>	0	0	0	0																
186	Black duck	<i>Anas rubripes</i>	0	0	0	0																
190	Blue-winged teal	<i>Anas discors</i>	0	*	0	0																
191	Wood duck	<i>Aix sponsa</i>	0	0	0	0																
198	Hooded merganser	<i>Lophodytes cucullatus</i>	0	0	0	0																
211	Mottled duck	<i>Anas fulvigula</i>	*	0	0	0																

\* (Sp = spring, Su = summer, F = fall, W = winter; 0 = present, \* = breeding season)  
Underlined species numbers indicate threatened or endangered status

## SPECIES LIST AND ASSEMBLAGES WITH SEASONAL DISTRIBUTION AND BREEDING SEASON

Species No.	Common Name	Scientific Name	Seasonality*			
			Sp	Su	F	W
<b>REPTILES</b>						
<b>Alligators</b>						
3	American Alligator	<i>Alligator Mississippiensis</i>	0	*	*	0
<b>Sea Turtles</b>						
2	Green sea turtle	<i>Chelonia mydas mydas</i>	*	*		
4	Kemp's ridley sea turtle	<i>Lepidochelys kempii</i>	*	*		
5	Leatherback sea turtle	<i>Dermochelys coriacea</i>	*	*		
6	Loggerhead sea turtle	<i>Caretta caretta</i>	*	*		
9	Hawksbill sea turtle	<i>Eretmochelys imbricata imbricata</i>	*	*		
<b>FISHES</b>						
<b>Fish Assemblage A</b>						
107, 109, 111, 113, 121, 122, 123, 124, 137, 163, 179, 181, 182, 200, 201, 202, 203, 204, 205, 206, 213, 214						
<b>Fish Assemblage B</b>						
107, 109, 111, 113, 116, 121, 122, 123, 124, 137, 207, 213, 214, 215, 217						
<b>Fish Assemblage F</b>						
163, 179, 181, 182, 200, 201, 202, 203, 204, 205, 206						
<b>Freshwater Fish</b>						
163	Gizzard shad	<i>Dorosoma cepedianum</i>				
179	Largemouth bass	<i>Micropterus salmoides</i>				
181	Black crappie	<i>Pomoxis nigromaculatus</i>				
182	Bluegill	<i>Lepomis macrochirus</i>				
200	Blue catfish	<i>Ictalurus furcatus</i>				
201	Channel catfish	<i>Ictalurus punctatus</i>				
202	White crappie	<i>Promoxis annularis</i>				
203	Warmouth	<i>Chaenobryttus gulosus</i>				
204	Redear sunfish	<i>Lepomis microlophus</i>				
205	Freshwater drum	<i>Aplodinotus grunniens</i>				
206	Spotted sunfish	<i>Lepomis punctatus miniatus</i>				
<b>Marine Fish</b>						
102	Atlantic sturgeon					
107	Spotted seatrout	<i>Cynoscion nebulosus</i>	0	*	0	0
109	Red drum	<i>Sciaenops ocellatus</i>	0	0	*	*
111	Southern flounder	<i>Paraichthys lethostigma</i>	0	0	0	*
113	Bay anchovy	<i>Anchoa mitchilli</i>	*	*	*	*
116	Striped mullet	<i>Mugil cephalus</i>	0	0	*	*
121	Spot	<i>Leiostomus xanthurus</i>	0	0	0	*
122	Black drum	<i>Pogonias cromis</i>	*	0	0	*
123	Atlantic croaker	<i>Micropogonias undulatus</i>	0	0	0	*
127	Spanish mackerel	<i>Scomberomorus maculatus</i>		0	0	
124	Southern kingfish	<i>Menticirrhus americanus</i>	0	0	0	0
137	Sheepshead	<i>Coryphaena hippurus</i>	*	0	0	0
207	Sea catfish	<i>Galeichthys felis</i>	0	*	0	0
213	Gulf menhaden	<i>Brevoortia patronus</i>	0	0	0	*
214	Gulf kingfish	<i>Menticirrhus littoralis</i>	0	0	0	0
215	Sand seatrout	<i>Cynoscion arenarius</i>	0	*	0	0
217	Gafftopsail catfish	<i>Bagre marinus</i>	0	*	0	0
<b>INVERTEBRATES</b>						
<b>Shellfish</b>						
43	Eastern oyster	<i>Crassostrea virginica</i>	*	*	*	0
49	Blue crab	<i>Callinectes sapidus</i>	0	*	0	0
50	White shrimp	<i>Penaeus setiferus</i>	0	0	0	0
51	Brown shrimp	<i>Penaeus aztecus</i>	0	0	0	0
82	Brackish-water clam		0	0	0	0
83	River crayfish	<i>Procambarus acutus</i>	0	0	0	*
84	Red swamp crayfish	<i>Procambarus clarkii</i>	0	0	0	0
<b>MAMMALS</b>						
<b>Coastal/Terrestrial</b>						
8	River otter	<i>Lutra canadensis</i>	0	0	0	0
36	Beaver	<i>Castor canadensis</i>	0	0	0	0
37	Muskrat	<i>Ondatra zibethicus</i>	0	0	0	0
38	Mink	<i>Mustela vison</i>	0	0	0	0
43	Nutria	<i>Myocastor coypus</i>	0	0	0	0
44	Northern raccoon	<i>Procyon lotor</i>	0	0	0	0

\* (Sp = spring, Su = summer, F = fall, W = winter; 0 = present, \* = breeding season)  
Underlined species numbers indicate threatened or endangered status



**Common Throughout Area**

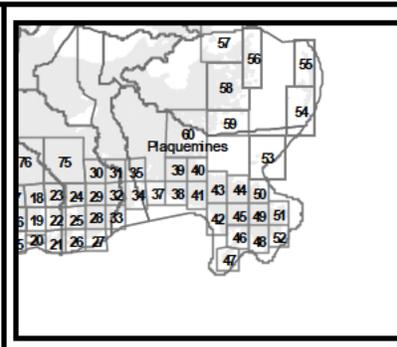
43    E    B    76

1,5,8,118, 173,179    50, 51    49

**Common Throughout Wetlands**

8,37,38, 43,44    C

D

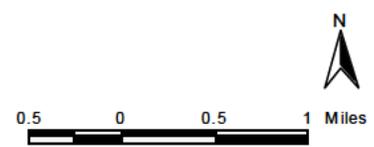


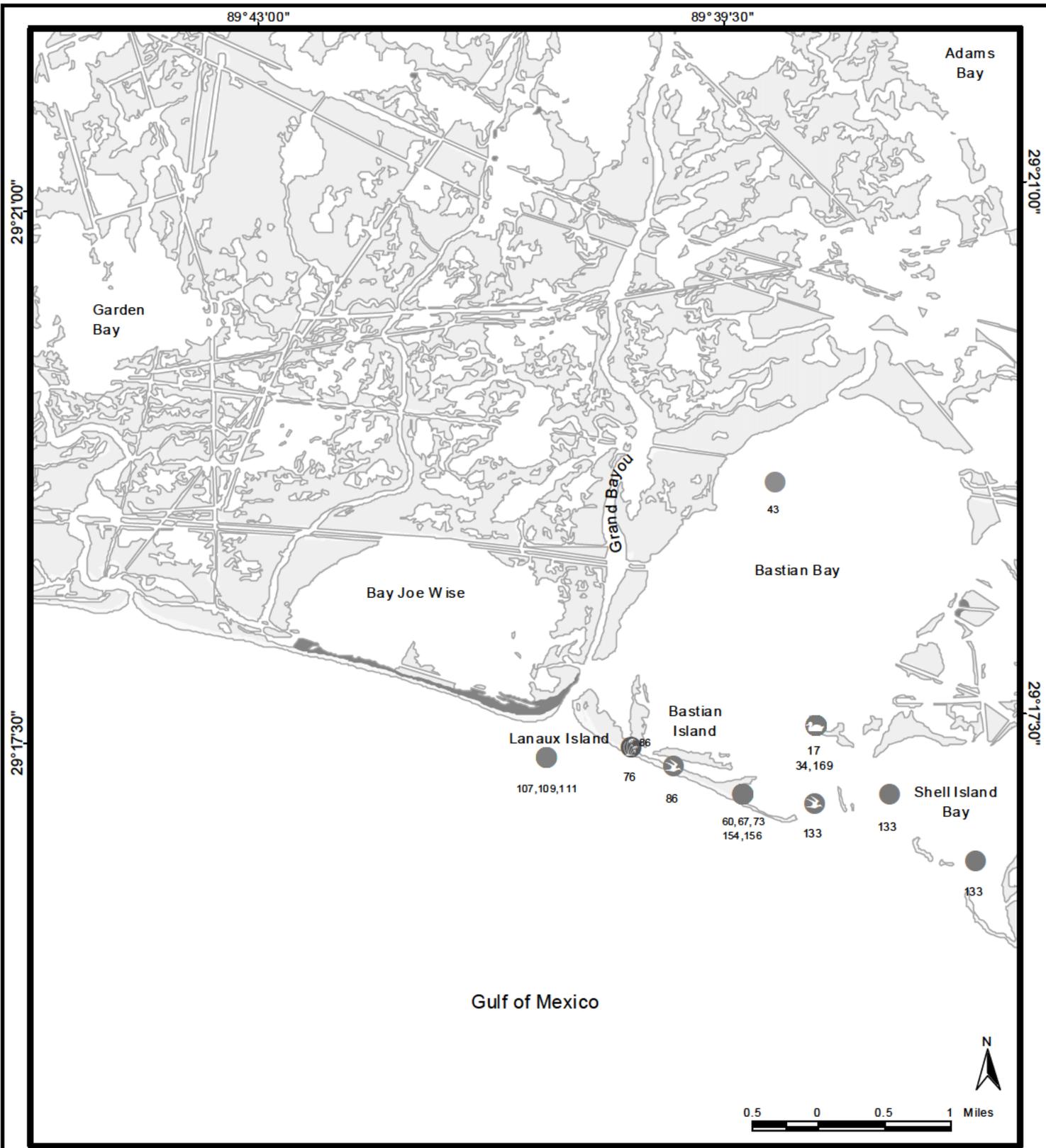
**ESI Map 37**

Plaquemines Parish

Source Data  
RPI International, Inc.

J. Connor  
Consulting, Inc.  
(281) 578-3388



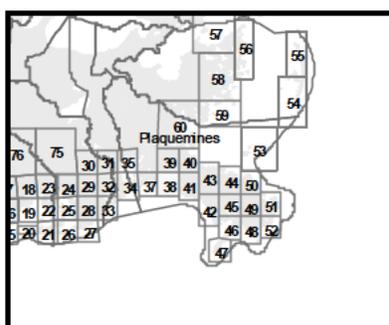


**Common Throughout Area**

43	22,23	B	76,77
D	1,5,8,118, 173,179	50, 51	49

**Common Throughout Wetlands**

8,37,38, 43,44	C
3	E

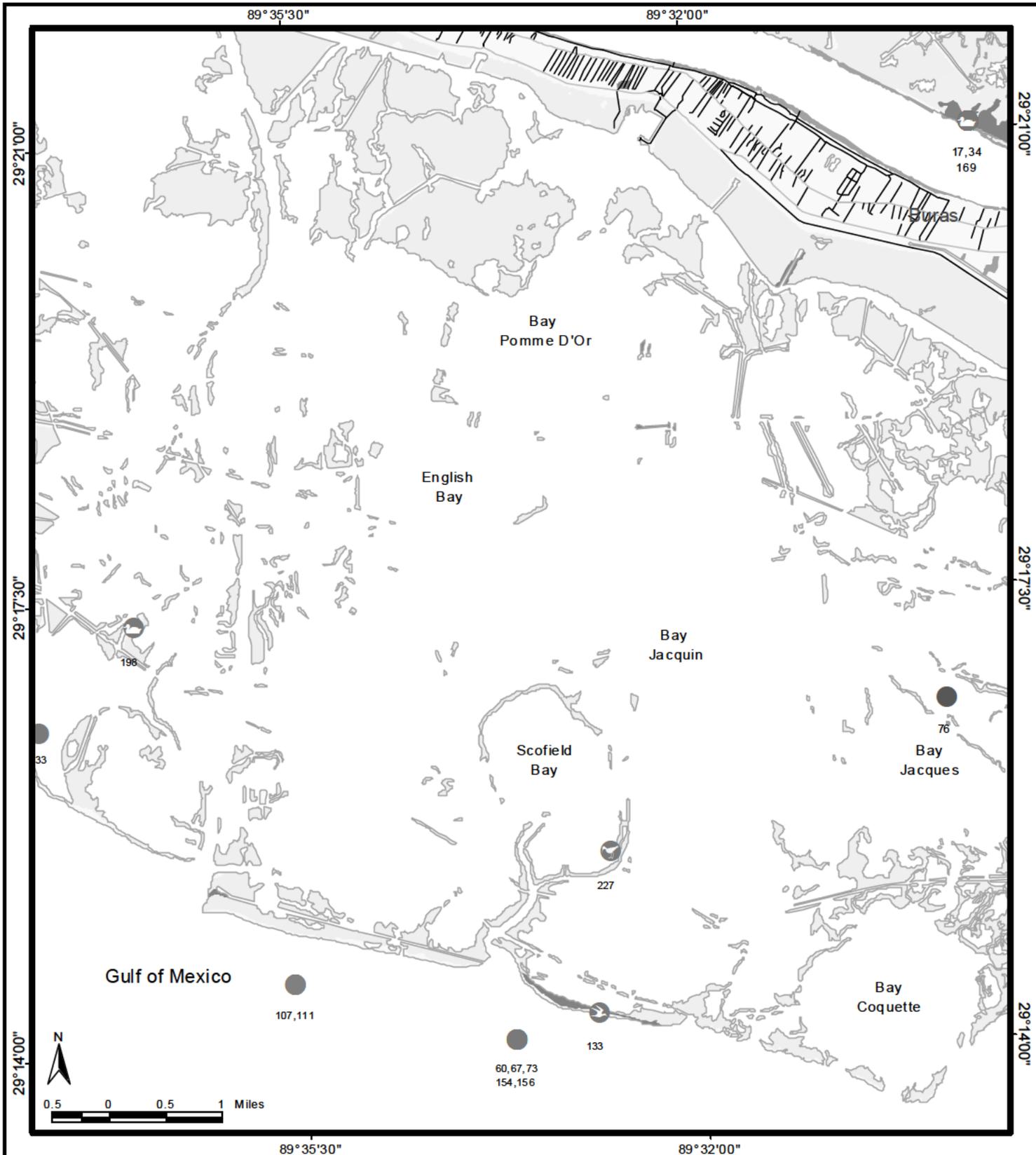


**ESI Map 38**

Plaquemines Parish

Source Data  
RPI International, Inc.

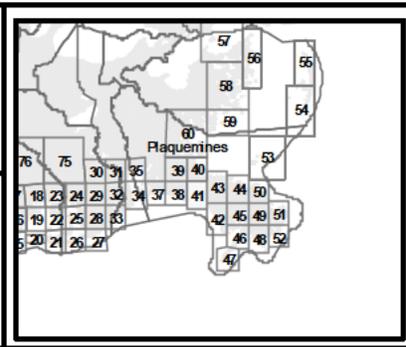
J. Connor  
Consulting, Inc.  
(281) 578-3388



Common Throughout Area		
1,5,8,179	E	C
8,37,38,43,44	3	D
43	50, 51	49

Common Throughout Non-Riverine Water Bodies
B

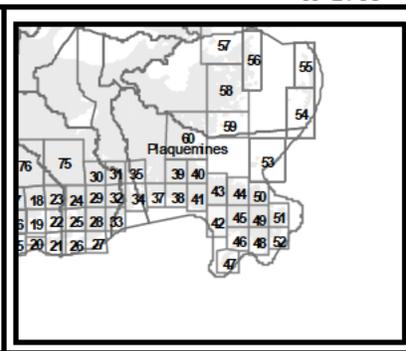
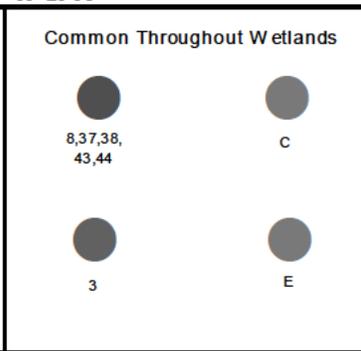
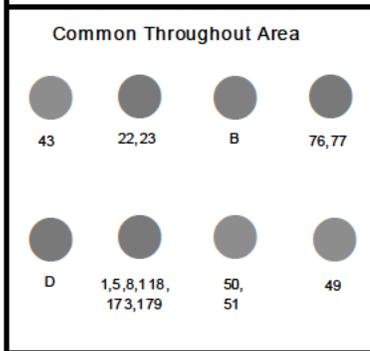
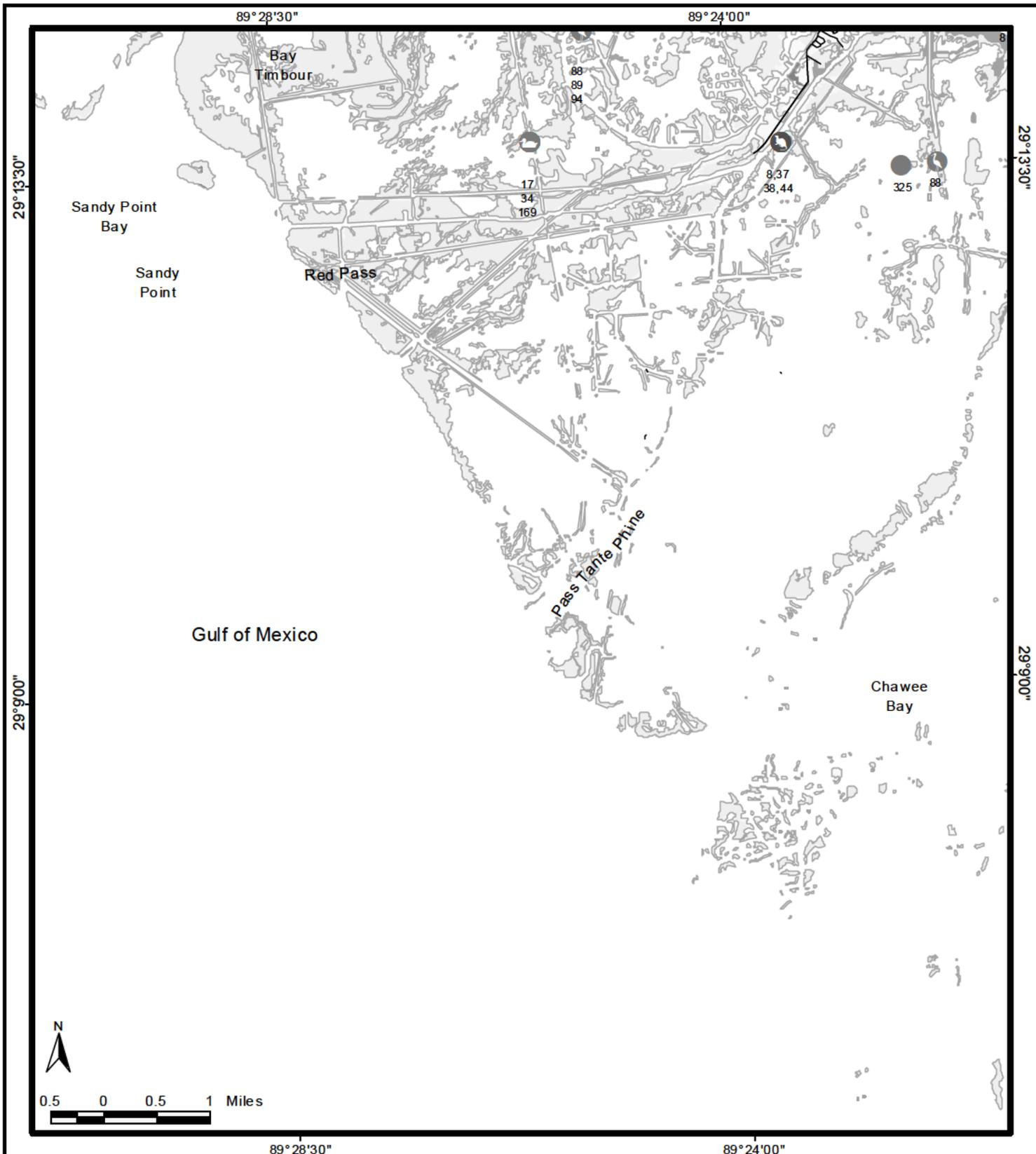
Common Throughout River
A



**ESI Map  
41**

Plaquemines Parish  
Source Data  
RPI International, Inc.

J. Connor  
Consulting, Inc.  
(281) 578-3388



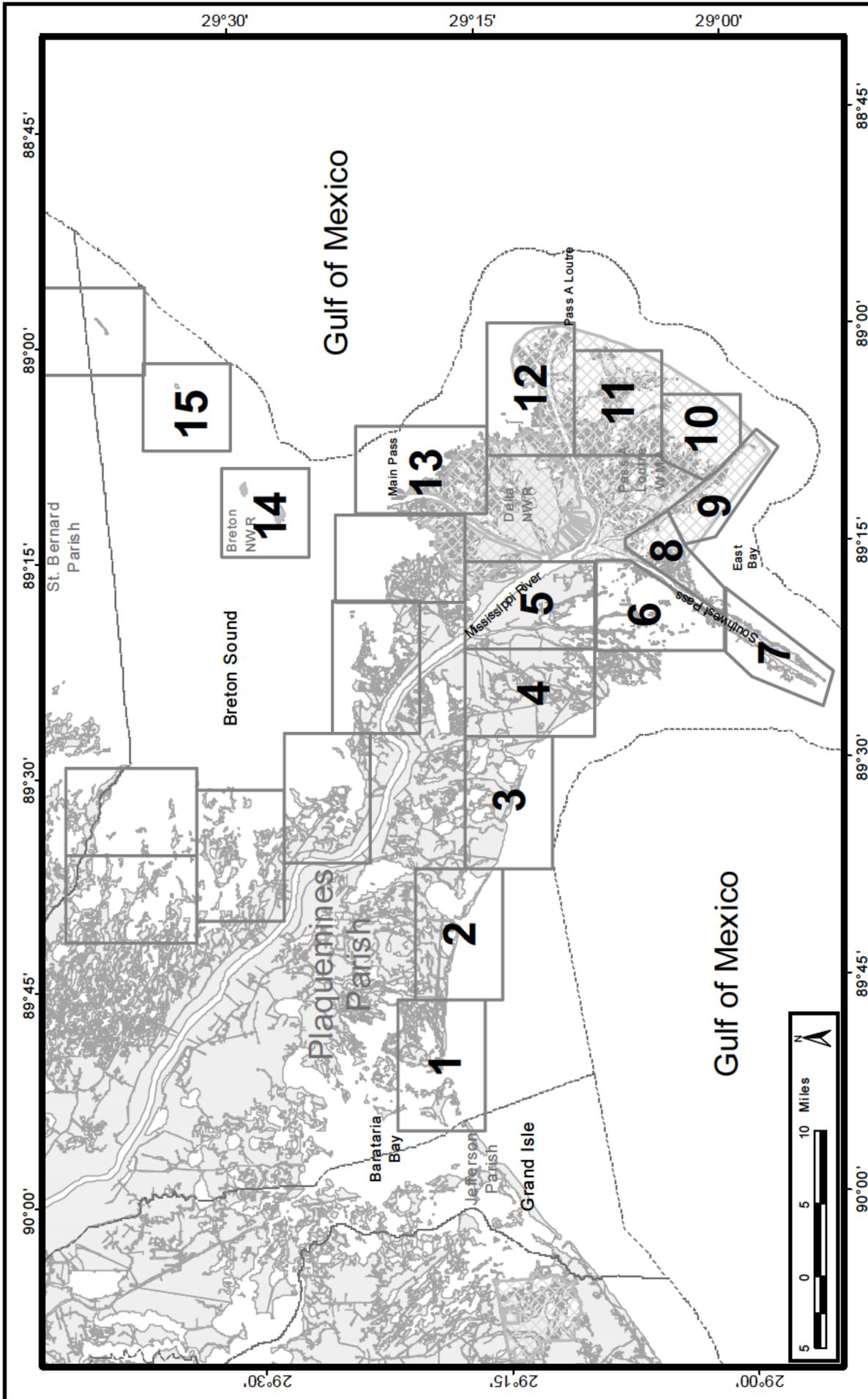
**ESI Map 42**

Plaquemines Parish

Source Data  
RPI International, Inc.



J. Connor  
Consulting, Inc.  
(281) 578-3388

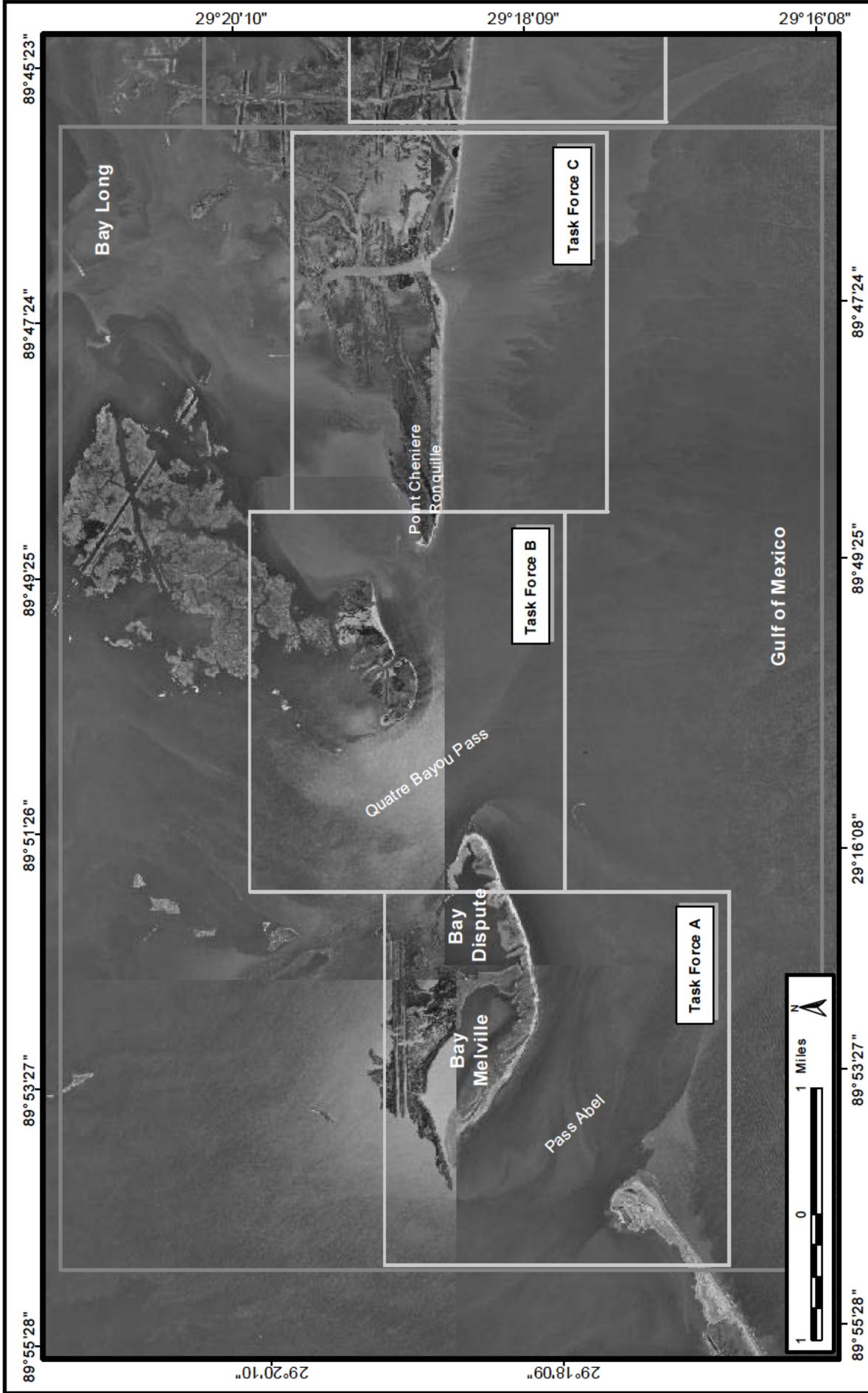


## Plaquemines Parish Parish Overview Map of Divisions Shoreline Response Strategies



Prepared by  
J. Connor Consulting, Inc.

	Wildlife Management Areas	Division 1 = Grand Terre Islands Division 2 = Bastian Bay Division 3 = Bay Coquette Division 4 = Tidewater Division 5 = Grand Pass Division 6 = West Bay Division 7 = Southwest Pass	Division 8 = East Bay North Division 9 = South Pass Division 10 = Garden Island Bay Division 11 = Northeast Pass Division 12 = Pass A Loutre Division 13 = Main Pass Division 14 = Breton Islands	Division 15 = Grand Gosier Island
	Parish Line			
	Division			



**Plaquemines Parish - Division 1  
(Grand Terre Islands)  
Shoreline Response Strategies**

Prepared by  
J. Connor Consulting, Inc.

**Key Map**

**Wildlife Management Areas**

- Task Force A = Pass Abel
- Task Force B = Quatre Bayou Pass
- Task Force C = Point Cheniere Ronquille

**Task Force**

- Task Force A
- Task Force B
- Task Force C

**Division**

- Division 1

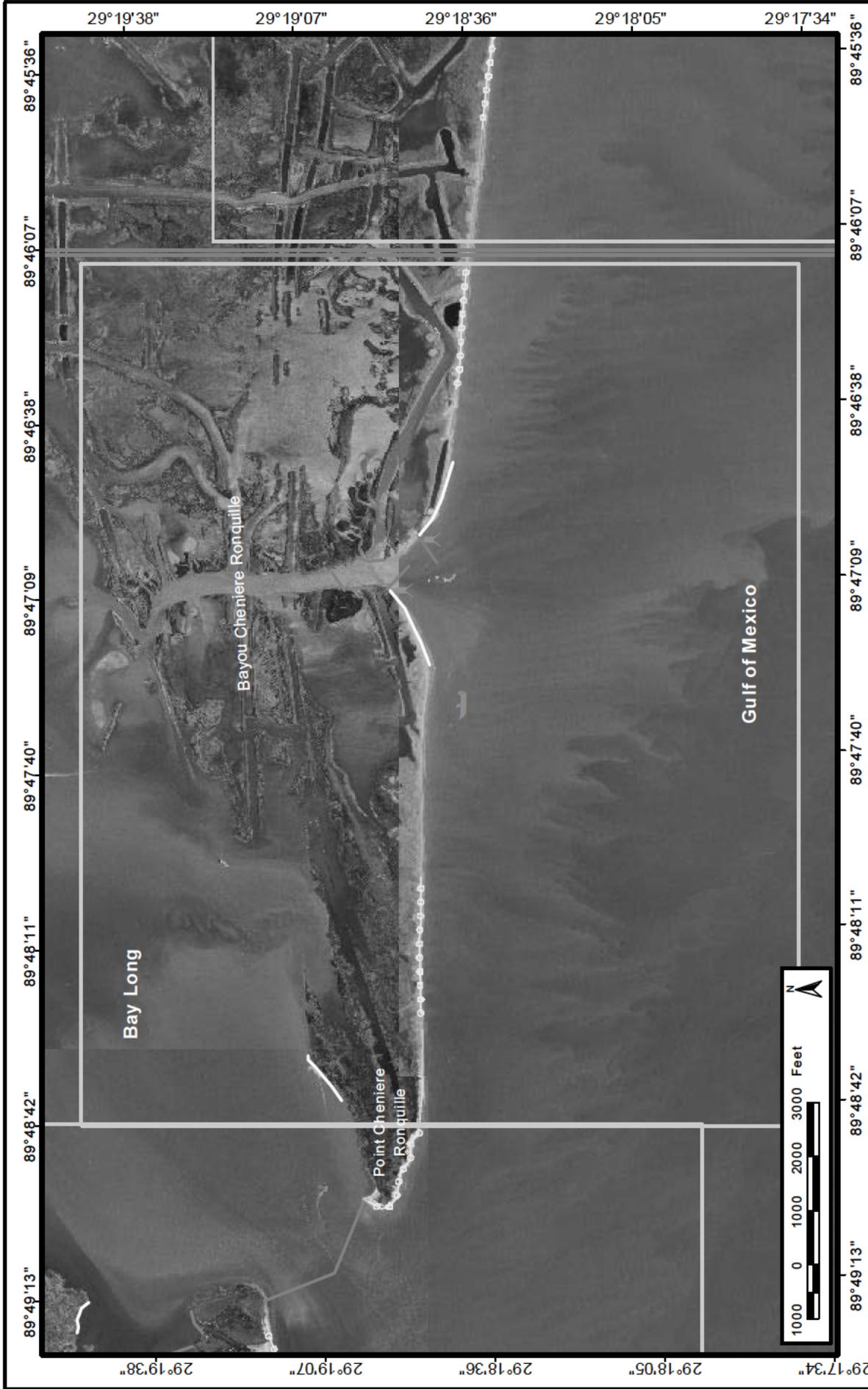












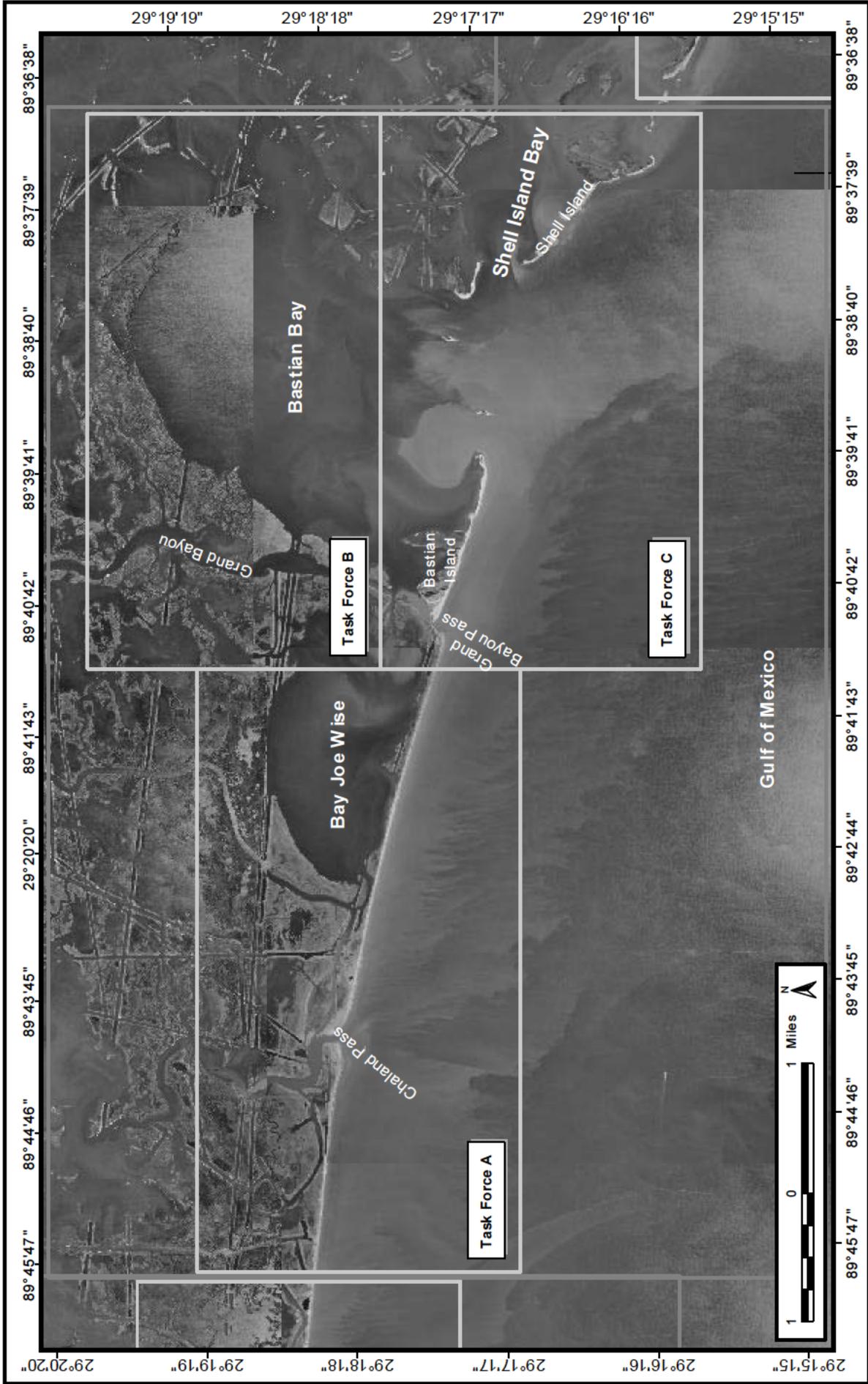
**Plaquemines Parish - Division 1  
(Point Cheniere Ronquille)  
Task Force C  
Shoreline Response Strategies**

Prepared by  
**J. Connor Consulting, Inc.**



Shoreline Type =	Beach Boom	Viscous Sweep	Shallow Water Barge
Mud Flats			
Mud Marsh			
Salt Marsh			
Wildlife Management Areas			
Task Force			
Division			



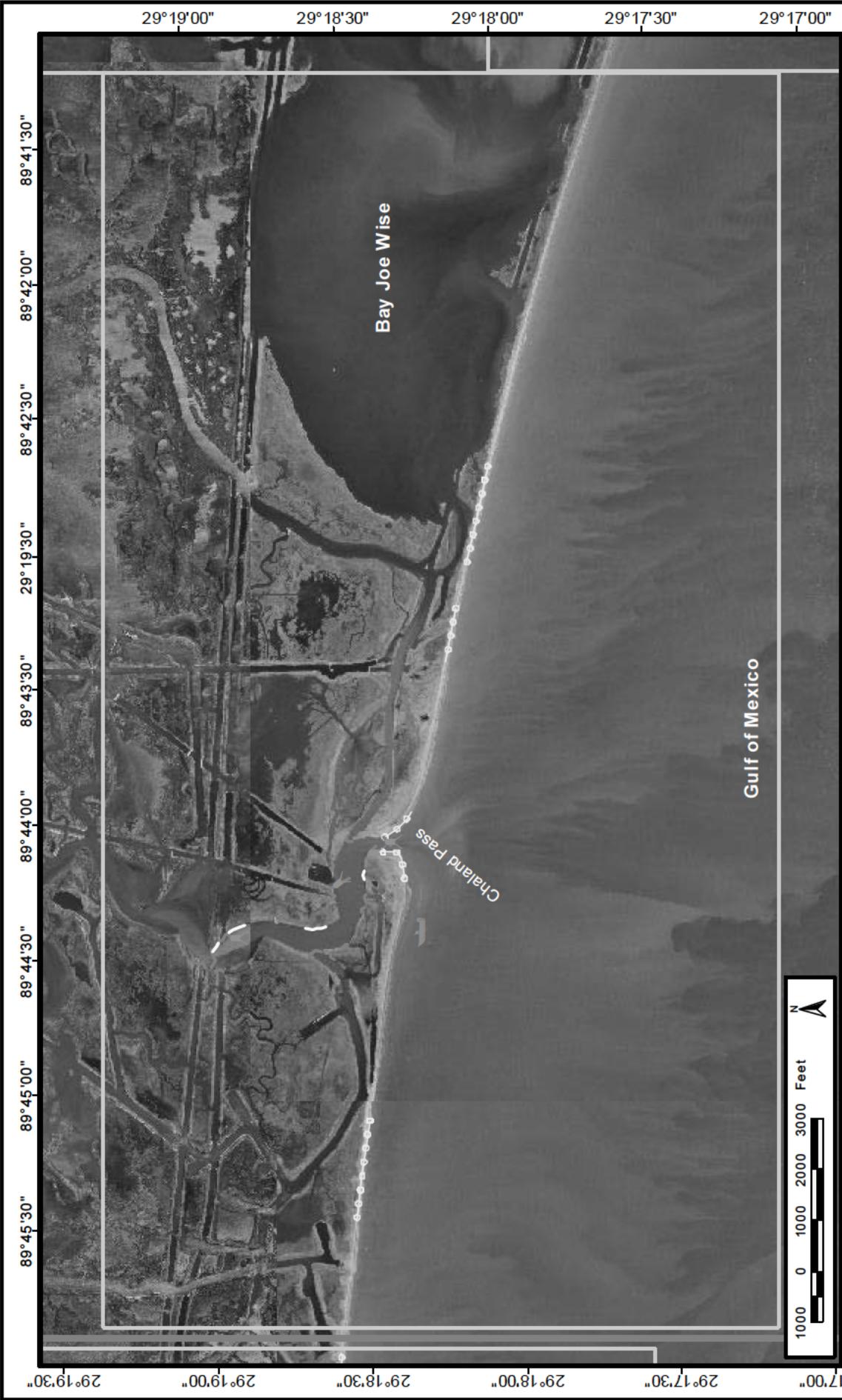


**Plaquemines Parish - Division 2  
(Bastian Bay)  
Shoreline Response Strategies**

- Wildlife Management Areas
  - Task Force
  - Division
- Task Force A = Chaland Pass
  - Task Force B = Bastian Bay
  - Task Force C = Shell Island Bay

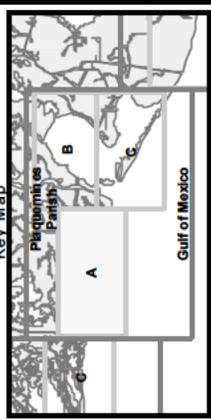
Prepared by  
  
 J. Connor Consulting, Inc.





**Plaquemines Parish - Division 2  
(Chaland Pass)  
Task Force A  
Shoreline Response Strategies**

Prepared by  
**J. Connor Consulting, Inc.**

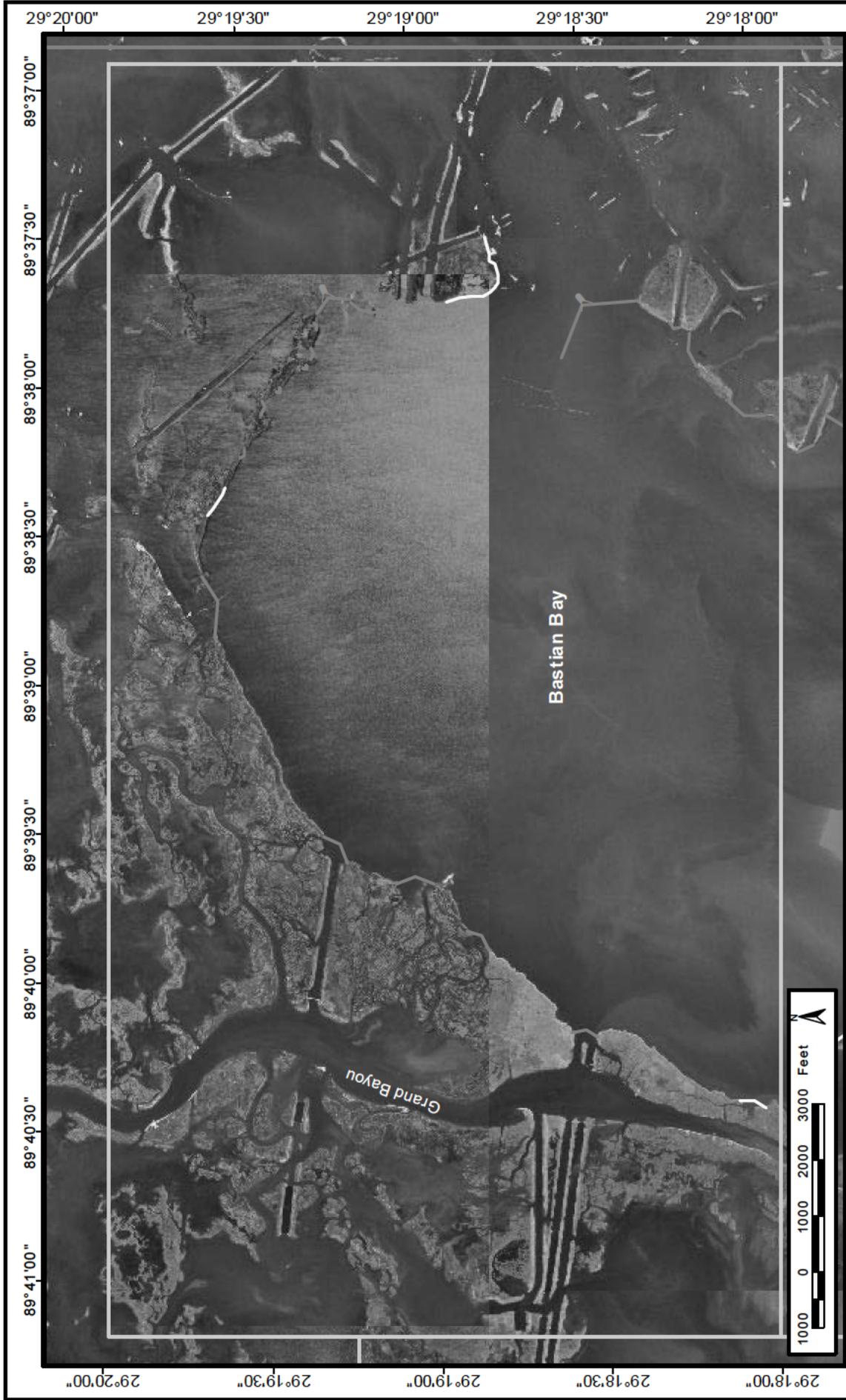


Shoreline Type =	89° 45' 30"	89° 45' 00"	89° 44' 30"	89° 44' 00"	89° 43' 30"	89° 43' 00"	89° 42' 30"	89° 42' 00"	89° 41' 30"
<b>Sand Beach</b>									
<b>Salt Marsh</b>									
<b>Wildlife Management Areas</b>									
<b>Task Force</b>									
<b>Division</b>									

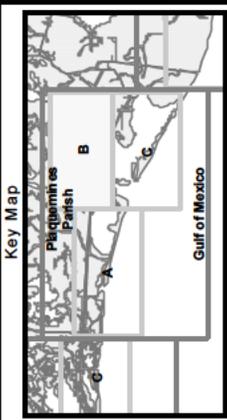
	Beach Boom		Viscous Sweep		Shallow Water Barge
	Containment Boom		Vacuum Skid Unit		Barge
	Deflection Boom		Vacuum Truck		Shallow Water Skimmer
	Expandable Boom		Portable Tank		Barge Skimmer
	Protection Boom		Roll Off Boxes		Floating Skimmer
	Sorbent Boom		Frac Tank		Offshore Skimmer





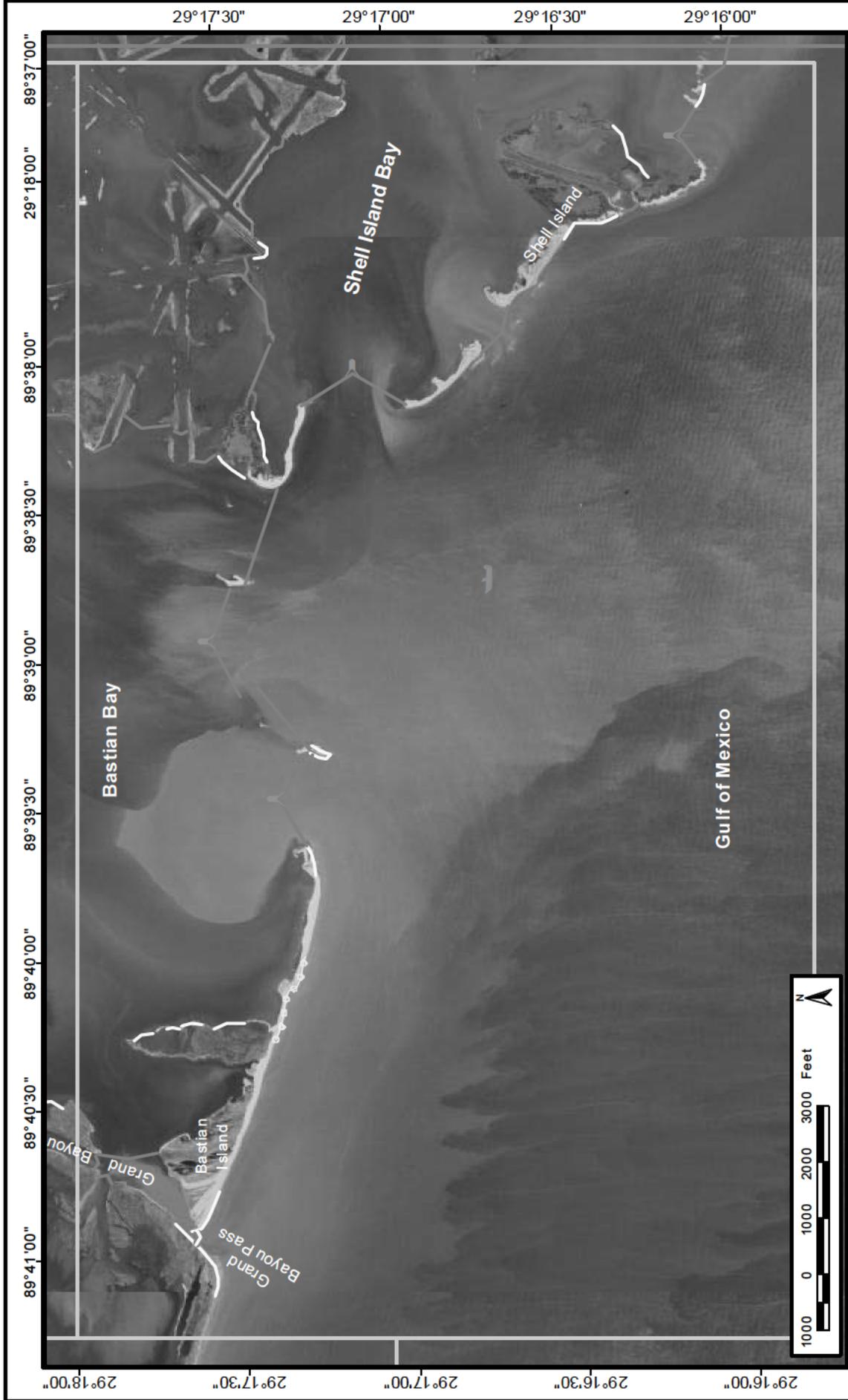
**Plaquemines Parish - Division 2  
(Bastian Bay)  
Task Force B  
Shoreline Response Strategies**

Prepared by  
**J. Connor Consulting, Inc.**



Shoreline Type =	Beach Boom	Viscous Sweep	Shallow Water Barge
Wildlife Management Areas			
Task Force			
Division			

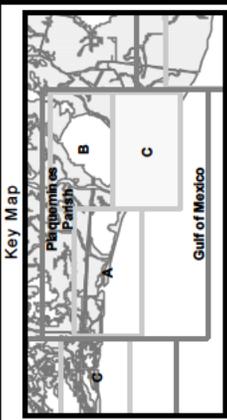




Shoreline Type =	
<input type="checkbox"/>	Wildlife Management
<input type="checkbox"/>	Mud Flats
<input type="checkbox"/>	Salt Marsh
<input type="checkbox"/>	Areas
<input type="checkbox"/>	Task Force
<input type="checkbox"/>	Division

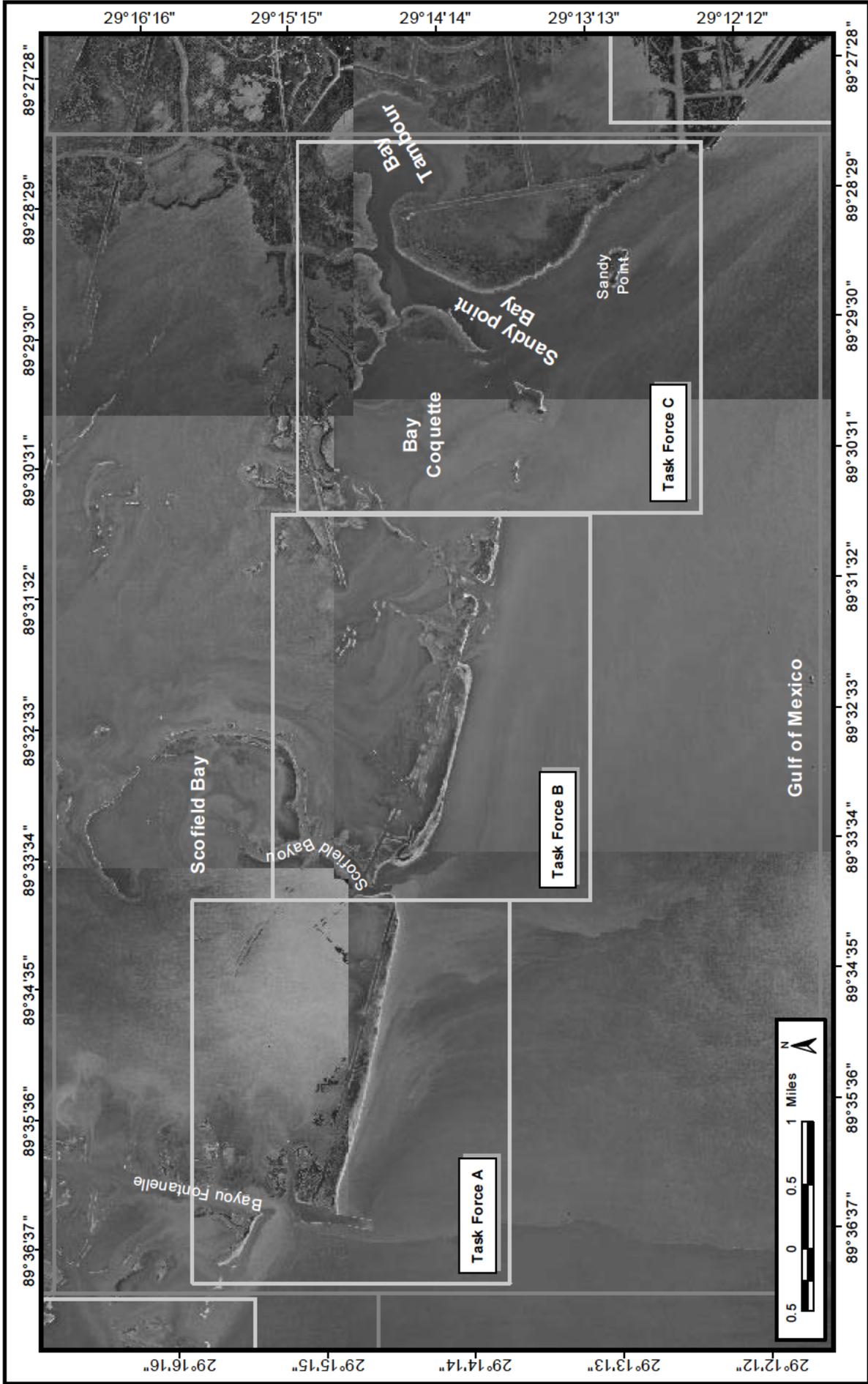
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<input type="checkbox"/>	Containment Boom	<input type="checkbox"/>	Vacuum Skid Unit	<input type="checkbox"/>	Barge
<input type="checkbox"/>	Deflection Boom	<input type="checkbox"/>	Vacuum Truck	<input type="checkbox"/>	Shallow Water Skimmer
<input type="checkbox"/>	Expand Boom	<input type="checkbox"/>	Portable Tank	<input type="checkbox"/>	Barge Skimmer
<input type="checkbox"/>	Protection Boom	<input type="checkbox"/>	Roll off Boxes	<input type="checkbox"/>	Floating Skimmer
<input type="checkbox"/>	Sorbent Boom	<input type="checkbox"/>	Frac Tank	<input type="checkbox"/>	Offshore Skimmer



**Plaquemines Parish - Division 2  
(Shell Island Bay)  
Task Force C  
Shoreline Response Strategies**

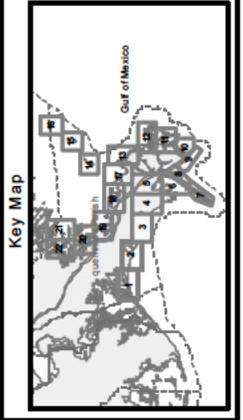
Prepared by  
**J. Connor Consulting, Inc.**





**Plaquemines Parish - Division 3  
(Bay Coquette)  
Shoreline Response Strategies**

Prepared by  
**J. Connor Consulting, Inc.**



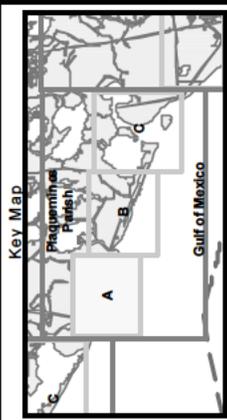
<input type="checkbox"/> Wildlife Management Areas	Task Force A = Bayou Fontanelle
<input type="checkbox"/> Task Force	Task Force B = Scofield Bayou
<input type="checkbox"/> Division	Task Force C = Sandy Point





**Plaquemines Parish - Division 3  
(Bayou Fontanelle)  
Task Force A  
Shoreline Response Strategies**

Prepared by  
**J. Connor Consulting, Inc.**



Shoreline Type =	Beach Boom	Viscous Sweep	Shallow Water Barge
Sand Beach			
Salt Marsh			
Wildlife Management Areas			
Task Force			
Division			





<p>89°34'30" 89°34'00" 89°33'30" 89°33'00" 89°32'30" 89°32'00" 89°31'30" 89°31'00" 89°30'30"</p>		<p>29°15'30" 29°15'00" 29°14'30" 29°14'00" 29°13'30"</p>	
<p>89°34'30" 89°34'00" 89°33'30" 89°33'00" 89°32'30" 89°32'00" 89°31'30" 89°31'00" 89°30'30"</p>		<p>29°15'30" 29°15'00" 29°14'30" 29°14'00" 29°13'30"</p>	
<p>89°34'30" 89°34'00" 89°33'30" 89°33'00" 89°32'30" 89°32'00" 89°31'30" 89°31'00" 89°30'30"</p>		<p>29°15'30" 29°15'00" 29°14'30" 29°14'00" 29°13'30"</p>	
<p>89°34'30" 89°34'00" 89°33'30" 89°33'00" 89°32'30" 89°32'00" 89°31'30" 89°31'00" 89°30'30"</p>		<p>29°15'30" 29°15'00" 29°14'30" 29°14'00" 29°13'30"</p>	

**Shoreline Type =**

**Salt Marsh**

- Wildlife Management Areas
- Task Force
- Division

- Beach Boom
- Containment Boom
- Deflection Boom
- Expandable Boom
- Protection Boom
- Sorbent Boom
- Viscous Sweep
- Vacuum Skid Unit
- Vacuum Truck
- Portable Tank
- Roll-off Boxes
- Frac Tank
- Shallow Water Barge
- Barge
- Shallow Water Skimmer
- Barge Skimmer
- Floating Skimmer
- Offshore Skimmer

1000 0 1000 2000 3000 Feet

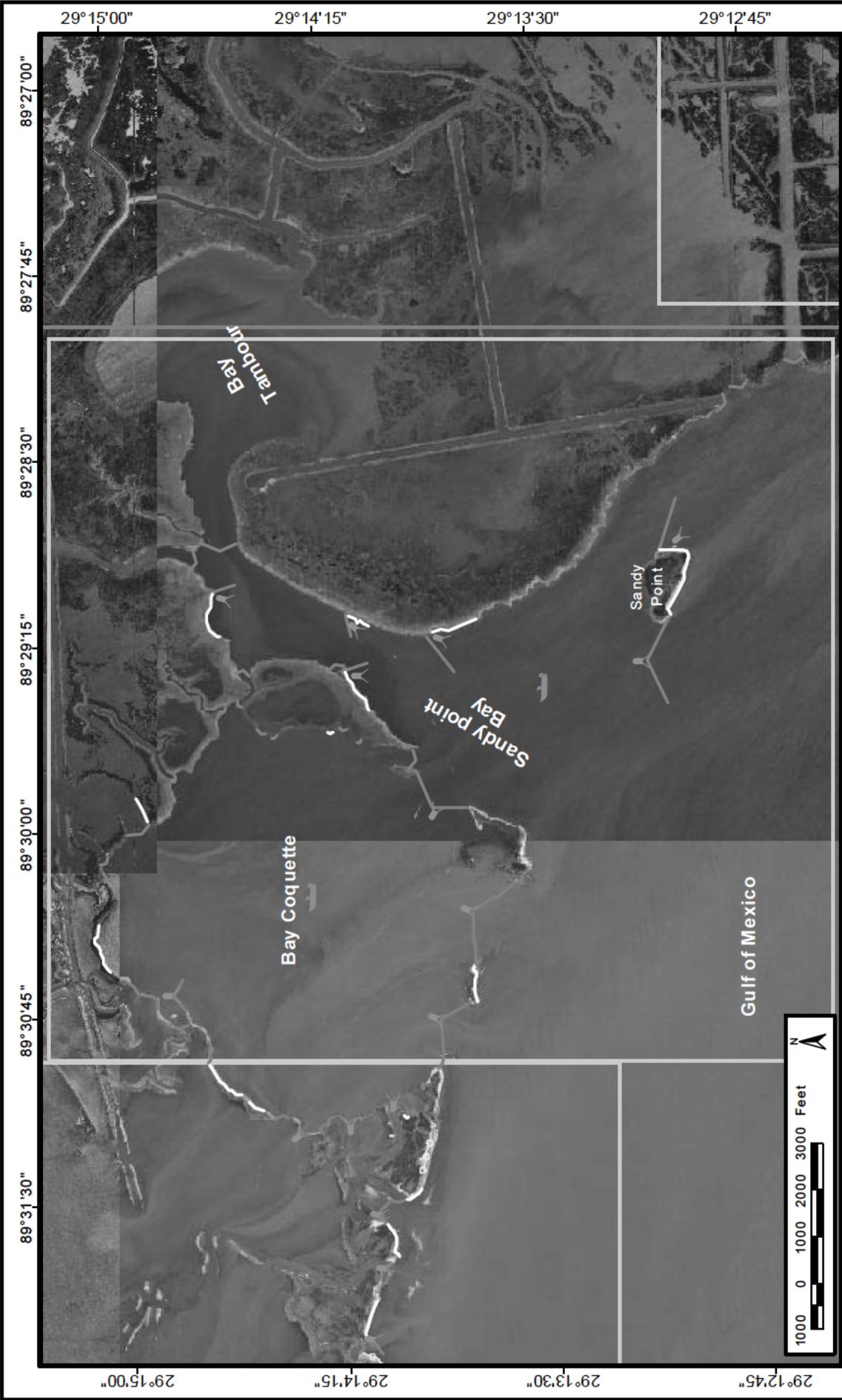
N

Key Map

**Plaquemines Parish - Division 3**  
**(Scofield Bayou)**  
**Task Force B**  
**Shoreline Response Strategies**

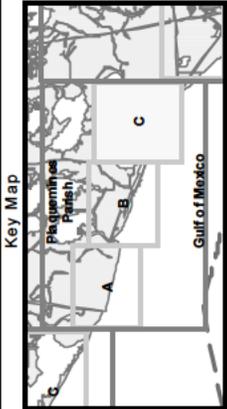
Prepared by  
**J. Connor Consulting, Inc.**





# Plaquemines Parish - Division 3 (Sandy Point) Task Force C Shoreline Response Strategies

Prepared by  
J. Connor Consulting, Inc.



Shoreline Type =		Viscous Sweep		Shallow Water Barge	
<input type="checkbox"/>	Mud Flats	<input type="checkbox"/>	Beach Boom	<input type="checkbox"/>	Barge
<input type="checkbox"/>	Salt Marsh	<input type="checkbox"/>	Containment Boom	<input type="checkbox"/>	Shallow Water Skimmer
<input type="checkbox"/>	Wildlife Management Areas	<input type="checkbox"/>	Deflection Boom	<input type="checkbox"/>	Barge Skimmer
<input type="checkbox"/>	Task Force	<input type="checkbox"/>	Expansion Boom	<input type="checkbox"/>	Floating Skimmer
<input type="checkbox"/>	Division	<input type="checkbox"/>	Protection Boom	<input type="checkbox"/>	Offshore Skimmer
		<input type="checkbox"/>	Sorbent Boom	<input type="checkbox"/>	
		<input type="checkbox"/>	Vacuum Skid Unit	<input type="checkbox"/>	
		<input type="checkbox"/>	Vacuum Truck	<input type="checkbox"/>	
		<input type="checkbox"/>	Portable Tank	<input type="checkbox"/>	
		<input type="checkbox"/>	Roll off Boxes	<input type="checkbox"/>	
		<input type="checkbox"/>	Frac Tank	<input type="checkbox"/>	



## HURRICANE PROCEDURES

SYSTEM NAME	PAGE NUMBER	MOP-PSIG	COMMENTS
1. Destin	5	1750-(offshore)	
2. Cleopatra	10	3565	
3. Caesar	13	3250	
4. Main Pass	16	1625- MP 225 to MP 69 1950- VK 826 to MP 225 1625- MP281A to Sub Sea tie-in 1760- VK-823 to MP 281 1900- MP 225 to MP 249 1950 -VK 915 to MP 225	
5. Endymion	19	2220	
6. Proteus	22	3650	
7. Okeanos	24	3250	
8. Tri-States	27	1440 Duke to Canal 860 Canal to Kiln 680 Kiln to Mandeville 1440 Mandeville to Kenner	

**SHUT DOWN PRESSURES RECAP****DESTIN SYSTEM**

When the decision is made to shut in the Destin Pipeline offshore -36-inch line, the target pressure is between 950 Psi and 1000 Psi. The minimum target pressure is the average of MP 260 export line and the Plant inlet (JT) line. Any variance from this target number will be communicated through TCC Operations.

**CLEOPATRA SYSTEM**

When the decision is made to shut in the Cleopatra Pipeline, the target pressure 1850 Psi Minimum. The minimum target pressure is the average of Holstein export line and the 332A import line. Cleopatra should operate at 1750 Psi under normal conditions (until further notice). Prior to a hurricane it is OK to pressure up to 1850-1950, but to bring pressure back down to 1750 after the event. Any variance from this target number will be communicated through TCC Operations.

**CAESAR SYSTEM**

When the decision is made to shut in the Caesar Pipeline, the pressure that is targeted at SS 332 B is 500 Psi Minimum to 1000 Psi Maximum. (This was used during the Dennis Hurricane.) Any variance from this target number will be communicated through TCC Operations.

**MAIN PASS**

When the decision is made to shut in the Main Pass Pipeline, the pressure that is targeted at MP 69 meter skid is 500 Psi Minimum. (This was used during the Dennis Hurricane.) Any variance from this target number will be communicated through TCC Operations.

**ENDYMION**

When the decision is made to shut in the Endymion Pipeline, the pressure that is targeted at SP89E is 500 Psi and 200 psi at LOOP Metering station. Any variance from this target number will be communicated through TCC Operations.

**PROTEUS**

When the decision is made to shut in the Proteus Pipeline, the pressure is targeted at 500 Psi Minimum to 1000 Psi Maximum at SP89 E. Any variance from this target number will be communicated through TCC Operations.

**OKEANOS \*\***

When the decision is made to shut in the Okeanos Pipeline, the minimum target pressure is 1350 Psi Minimum. The minimum target pressure is the average of MP 260 import line and the Nakika export line. Any variance from this target number will be communicated through TCC Operations.

**\* AVERAGE PRESSURE FORMULA**

$$P_{avg} = 2/3 \left( P_u + \left( P_d - \frac{P_u \times P_d}{P_u + P_d} \right) \right)$$

P<sub>u</sub> = Export Pressure

P<sub>d</sub> = Import Pressure

**TRI-STATES**

When the decision is made to shut in the Tri-States Pipeline, the pressure that is targeted from the plant injections to Mandeville pump station suction is 350/450 PSI, and 350 to 650 maximum PSI from discharge side of Mandeville to the end of the system. Any variance from these targeted numbers will be communicated through TCC Operations.

## FIRST ACTION REQUIRED FOR ALL EMPLOYEES IN THE AREA OF POTENTIAL HURRICANE

Prior to each storm a comprehensive list of all employees for each office that may be affected by the storm will be provided to TCC.

### **If you are evacuating:**

Each Employee will provide, prior to evacuation, the location, phone number and alternate contact for the location they intend to evacuate to. This will be collected and verified for each storm and collected by the local admin. This information will be forwarded to TCC with estimated evacuation times and dates.

Upon reaching their evacuation location each employee will call into GOM TCC Console 1-918-660-4451 to confirm arrival and verify any alternate contact phone numbers.

Prior to returning to your designated work location you will receive confirmation to do so from TCC.

### **If you are remaining at home:**

Each Employee will provide, the location, phone number and any alternate contacts. This will be collected and verified for each storm and collected by the local admin. This information will be forwarded to TCC.

Post impact, you will contact GOM TCC Console 1-918-660-4451 to inform them of your status, required assistance, and ability to return to work.

Prior to returning to your designated work location, you will receive confirmation to do so from TCC.

Prior to each hurricane, a designated representative will be named to ensure all employees are accounted for, log assistance request, and coordinate return to work.

TCC will be the focal point for all communication until regular or dependable communications are established.

### **Offices of Pipeline Employees that may participate in this process under different emergency events:**

- **Houma**
- **Offshore and Pascagoula**
- **Channelview**
- **Texas City Pipeline office**
- **BP Pipeline Corporate Office in Houston**

## **GENERAL INFORMATION AND GENERAL PROCEDURES**

This part contains procedures for control centers and all offshore and onshore field personnel to utilize before, during, and after hurricane conditions in affected areas.

BP offshore and gulf coast pipelines are located in areas prone to hurricanes and other severe weather conditions. The U. S. Weather Bureau is usually successful in issuing sufficient advance warnings of these weather conditions.

Advance forecasts of severe weather conditions enable BP personnel to prepare facilities to best withstand the forces of nature and to provide an orderly procedure for conducting operating, maintenance and or repair activities prior to, during and after hurricanes and storms which affect areas traversed by the BP Pipeline systems.

The official advisories of the U. S. Weather Bureau give the position of hurricanes and storms approximately every six hours and indicate the extent of the area of dangerous winds. These weather advisories are broadcast over television and radio and are issued as follows:

### **Gale Warnings**

Gale warnings for coastal areas are issued for storms other than hurricanes. In some instances, "Gale Warnings" are issued in connection with a hurricane whenever the hurricane force is close enough to cause winds of more than 38 mph but of less than hurricane force or, alternately, a combination of wind, waves and tides, which will be dangerous.

### **Hurricane Watch**

When a hurricane reaches a position, which constitutes an appreciable threat to an area, this area is placed on "Hurricane Watch". Gale warnings may precede or accompany a hurricane watch and may be used as a warning for coastal sections adjacent to an area which is under a hurricane warning. There is no immediate danger during a hurricane watch; however, the hurricane is close enough that everyone in the "watch" area should listen for further weather advisories and be ready to take precautionary action in case severe weather warnings are issued.

### **Hurricane Warning**

If weather reports indicate that an area will feel the full effects of a hurricane (winds of 74 mph or higher or a combination of dangerously high water, very rough seas and other critical conditions justify an emergency action), a "Hurricane Warning" is issued for that area. All precautions should be taken immediately against the full force of the hurricane. It should be remembered that it is not the hurricane's eye or center, which causes the damage or casualties but rather the high tides, strong winds and heavy rains which precede and surround the center.

Tulsa Control Center, Pascagoula Gas Plant Personnel, and Field Personnel offshore and gulf coast can monitor storm information from the U.S. Weather and local sources regarding hurricanes and storms in the affected areas. Most hurricanes and storms are detected and reported during their formation, which should allow sufficient time for planning and preparation activities. Emergency planning will be initiated as follows:

### **Supervision**

The pipeline system Field Managers will become the senior local supervisors in their respective areas. They will be responsible for, and in charge of, all the system precautionary measures affecting pipeline, compressor and measurement operations and facilities in their respective areas. They will keep the Control Center in Tulsa informed of their actions.

### **Family Evacuation**

The families and personal property of field personnel are the responsibility of the individual employee. The means of travel and destinations selected for family evacuees are also the responsibility of each employee. They must also advise the supervisor of a telephone number where they can be reached and be available at that phone or where they can receive a message throughout the evacuation period.

In preparing to evacuate, all doors and windows of the pipeline structures, which are to be secured, shall be closed and locked. Windows shall be boarded up whenever possible. All facilities are to be secured in the best possible manner to protect them from wind and water damage.

**The following pages are hurricane procedures for the systems that TCC operates and monitors on the gulf coast and off shore:**

1. **Destin Hurricane Weather:** The following is the hurricane checklist and procedures for the offshore and onshore Destin System:

### Destin Hurricane Check List

- **Controller- Monitor storm's track and possible impacts on Destin's facilities.**
- **Controller- Communicate with Destin field personnel (MP 260 platform and Pascagoula compressor) to find out what their evacuation plans are if any?**
- **Controller- Maintain operational log of producers shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according. Also, communicate this information with the BP plant so they can adjust their plant as needed.**
- **IF plant decides to shut down- (*Note it is the plant policy to shutdown and evacuate personnel with in 24 hrs of being identified in the Hurricane Warning. Plant will make the call based on safety and notify the Tulsa Control Center.*)**
- **Scheduler and Controller- Communicate with pipeline interconnect and delivery points as conditions change during the storm.**
- **Scheduler- Post notices to keep customers updated on system status.**
- **BP Field Personnel- Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.**
- **When the decision is made to shut in the Destin Pipeline offshore -36-inch line, the target pressure is between 950 Psi and 1000 Psi. The minimum target pressure is the average of MP 260 export line and the Plant inlet (JT) line. Any variance from this target number will be communicated through TCC Operations.**
- **Controller and Field Personnel- When MP 260 evacuates under storm conditions; the offshore hurricane timer will be initialized. (This information will be provided by the MP 260 Operators. If a platform does not have this equipment- put N/A next to the Platform Name.)**

Platform Number/Name	When Hurricane Timer will be initialized	After Communications is reinstated the timer is reset
VK915		
VK780		
MP281		
VK900		
MP226		
MP283		
VK989		
MP261JP		
MC127		
MC474		
VKG 260		

- **Controller and Field Personnel- VK-780 (Shell) and Gemini (Texaco) will flow while un-staffed, but when 260 is shut in they will be shut in.**
- **Shut down plans for each platform. (This information will be provided by the MP 260 Operators. If a platform does not have this equipment- put N/A next to the Platform Name.)**

Platform Number/Name	Will Flow while Unstaffed	Will Shut down when MP 260 Platform is	Will Shut Down when winds are

		evacuated	above this range
VK915			
VK780			
MP281			
VK900			
MP226			
MP283			
VK989			
MP261JP			
MC127			
MC474			
VKG 260			

The following phone numbers are for emergency communications:

### Phone Numbers

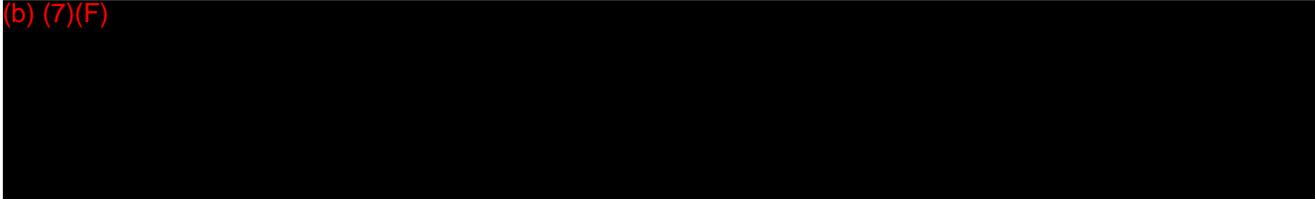
Location	Site Phone #	Cell Phone #	Satellite Phone #
<b>DESTIN OFFSHORE</b>			
MP -260 Platform	337-735-5089	337-504-0078	011-881-631-436258
VKG-260 Enterprise	713-803-8310	713-803-8311	
VK-900	504-592-7414	985-534-6746	
VK 780	337-735-8228		
MP 281	337-735-1543		254-377-3762
MP 283	985-787-5283		254-219-3608
MP 226	985-814-1845	866-215-9605	866-893-0615
VK 915	337-735-5657		713-422-5112
VK 989	907-770-8529	337-735-5012	
MP 261	918-573-7400		
Williams Control	918-573-7400		
MC 127	337-735-4620		713-422-5137
<b>DESTIN ONSHORE</b>			
Pascagoula Operations	228-712-3503		
Pascagoula Plant Mgr.	228-209-3898	228-209-3897	
Pascagoula Compressor Station	228-272-0002 228-272-0004		
Pascagoula District Office			
Houma Office	985-580-2424		
Houma Team Leads		985-580-7782	
Chevron Refinery	228-938-4416		
Chandeleur	281-596-2810 713-432-2310		
Bezor Ridge	601-671-8800		
Sandhill Compressor St.	601-989-2781		
Gulfsouth	800-850-0051 713-544-5720		
Southern Pines	601-394-3353		
Florida Gas	713-989-2223		
Tennessee Gas	800-231-2800 713-336-5000		
SNG	800-633-8570 205-325-7308		

Transco	800-231-1290 713-215-4053		
BP Control Center	800-548-6482 918-660-4451		
BP Tulsa Measurement	918-660-4329	918-607-4329	
BP Tulsa Scheduling	918-660-4385 918-660-4386 918-660-4387	918-607-4385 918-607-4386 918-607-4387	
Petal Storage	601-545-2114 601-545-2116	601-297-4189	

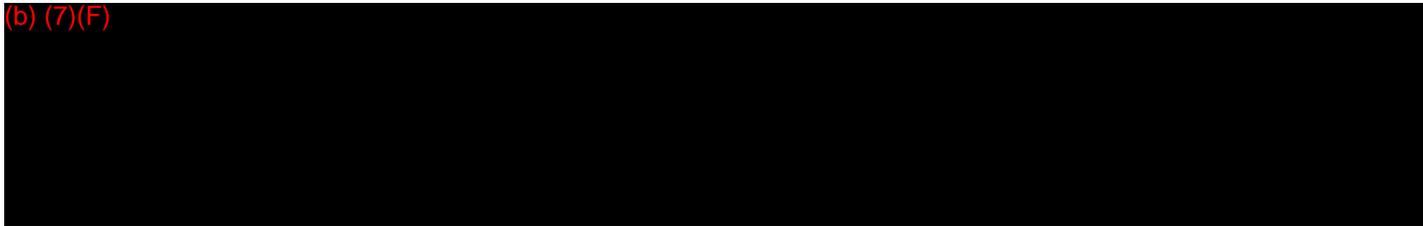
Gulfstream	713-215-2550		
Plant Daniel	205-257-7194 205-257-7496	228-474-3809	
Helicopter/Medic	337-735-5080		

**The location of the systems:**

(b) (7)(F)



(b) (7)(F)



**Segment III**

134.4 miles of **36", 30" and 16" WT ERW ( MCF linefill)** pipeline that runs from the Pascagoula Gas Plant through the Eastern part of Mississippi (through the counties of Jackson, George, Greene, Wayne and Clarke) to the Destin delivery facility of Southern Natural Gas and Tennessee Pipeline.

The following is a general guideline to follow in the event of a storm (hurricane) related interruption in pipeline operations.

**SHUT DOWN**

**PLATFORMS**

Once a storm and subsequent operations shut-down is imminent, the lines should be shut down to capture sufficient pressure (when weather conditions allow) to allow Tulsa Control Center monitoring capability for the duration of the shut-down. Contact Tulsa Control Center (if possible) at **(800) 548-6482** and advise of the shut-down:

DATE/TIME	by	Pressure @ SD
_____	_____	_____ VK-900
_____	_____	_____ VK-780
_____	_____	_____ VK-915
_____	_____	_____ MP-281
_____	_____	_____ MP-283
_____	_____	_____ MP-226
_____	_____	_____ MP-260
_____	_____	_____ VK-989
_____	_____	_____ VKGS-260
_____	_____	_____ MP-261
_____	_____	_____ MC-127
_____	_____	_____ MC-474

NOTES \_\_\_\_\_  
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**TULSA CONTROL CENTER**

After production operations have stopped, and data communication has been lost for one

(b) (7)(F)



Destin cannot shut down

the other platforms. Communicate to TCC or pipeline personnel prior to evacuation. Segments will be shut down on an individual basis taking into account downstream operations. We would prefer to shutdown the line with psi on the segment but emergency evacuation will take precedence.

If time and conditions permit, request that the platform operators confirm their production is shut down and they are abandoning the platforms.

DATE/TIME	by	
_____	_____	VK-900
_____	_____	MP281
_____	_____	VK-780
_____	_____	MP-260
_____	_____	VK-915
_____	_____	MP-226
_____	_____	VK-989
_____	_____	VKGS-260
_____	_____	MP-261
_____	_____	MP-283
_____	_____	MC-85
_____	_____	MC-127
_____	_____	MC-474

Notify Facilitator, Area Supervisors (Offshore and Onshore), and Plant personnel, once everything is shut-in.

DATE/TIME	by
_____	_____

### START-UP

The following procedures will apply to start up the Destin Pipeline LLC if the normal communications between the Tulsa Control Center and MP 260 is not working properly. Until communications is restored to MP 260 and the rest of producers come online with Stratus, the procedures are as follows:

- Before a producer will be allowed to start up a phone link with the TCC Destin Controller and/ or MP 260 will need to be established.
- A second phone will be monitored for this procedure only at Tulsa; the phone number is 918-660-4409.
- TCC will be monitoring the system integrity based on hourly information.
- MP 260 will manage the platforms that are allowed to start into the system.
- MP 260 will call TCC every hour on the hour--918-660-4409-Destin Controller.
- All producers will have to call TCC a minimum of every 2 hours --918-660-4409-Destin Controller.
- All producers will have to nominate gas flow with Tulsa Gas Scheduler before flow-Gas Scheduler-918-660-4385. **(CONTROLLERS MAY SEE FLOW BEFORE THEY RECEIVE A SCHEDULE WITH THE NOMINATIONS.)**
- Producers Satellite Phone Numbers are as follows: (This information will provide by the MP 260 Operators. If a platform does not have this equipment- put N/A next to the Platform Name.)

Producers/Platform	Producers Satellite Phone
MP 260	001-8816-3143-6578
Pompano	504-739-5036
Marlin/VK915	504-738-4714

Nippon/MP226	
Horn Mountain/MC127	
Spirit/VK780	
VKGS 20"/VK817	
MP281	
VK900	
MP283	
VK989	
MP261JP	
MC127	
MC474	

- Should a producer not call in 2 hours, MP 260 Operator will attempt to establish communication with the producers before shutting down the pipeline from that producer.
- There will be regular conference calls established during the communications outage.

#### **Startup after Abnormal situations:**

System start-up procedure after an **abnormal** plant or pipeline shut down

1. Receive notification from plant ready to come online
2. TCC confirms field personnel are positioned for startup
  - Personnel located at beach valve
  - Personnel located at compressor station(s)
3. TCC notifies plant that Destin is ready to open beach valve
4. TCC notifies field personnel to (**slowly**) open beach valve to start flow and coordinate with plant
5. TCC notifies Destin pipeline personnel on MP 260 of start-up
6. Once beach valve is **fully** open, TCC notifies producers of start-up.
7. Monitor pipeline pressures offshore; look for flow at Plant
  - Plant monitors - begins to flow gas through plant
  - Build linepack in onshore system (delivery points shut in)
8. Once line pack is adequate for delivery to lowest pressure point
  - Monitor upstream/ downstream pipeline pressure at each location
9. Plant instructs TCC to start compressor(s) at Pascagoula Compressor Station (PCS) if needed
10. TCC contacts PCS Operator to initiate compressor startup procedure
  - Confirm field personnel coordinate compressor startup with processing plant
11. PSC Operator issues setpoint to PCS equal to **actual** suction pressure
  - Monitor pressure at 260
  - Adjust setpoint at PCS accordingly (**The plant must be notified any time set points are changed**) **PCS Operator historically has the compressor station at Pascagoula in local control.**
12. Bring on additional compressor(s) at PCS as required
  - Coordinate each startup with field personnel and plant
13. Initiate startup of Sand Hill Compressor Station (SHCS) as required
  - Coordinate with field personnel. Adjust compressor station set points to achieve/ maintain line pack.
14. Balance onshore/offshore/line packs
  - (**Note: TCC adjusts receipt setpoints (VKGS) and delivery setpoints at Florida, Koch, and Chevron Gulfstream etc. per scheduled volumes**)
15. Orifice Plates at Receipt and Delivery Locations. (Confirm the appropriate plate size for the amount of nominated receipts and deliveries).
16. TCC contacts SNG, Tennessee, Transco, and other deliveries control centers not controlled by TCC.

**The measurement analyst at TCC obtains/ maintains a list of plate ranges and monitors/ communicates any changes required to off/ onshore field, TCC and other control centers.**

## 2. CLEOPATRA HURRICANE PROCEDURES

**Hurricane Weather:** The following is the hurricane checklist and procedures for the offshore Cleopatra System:

- **Controller-** Monitor storm's track and possible impacts on these floating facilities and Cleopatra Gas Pipeline System.
- **Controllers and Supervisor** need to review the BP Gulf of Mexico Offshore Pipeline Hurricane Preparedness Goals and responsibilities.
- **Controller-** Communicate with field personnel (GC 645 A, GC 782 A, and GC 787 A platforms) and Cleopatra Platform (Ship Shoal 332 A) to find out what their evacuation plans are if any?
- **Controller-** Maintain operational log of producers shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according.
- **Scheduler and Controller-** Communicate with Manta Ray pipeline as conditions change during the storm.
- **Scheduler-** Keep customers/producers updated on system status.
- **BP Field Personnel-** Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.
- **Cleopatra Platform (Ship Shoal 332 A)** can be set on a "Hurricane Timer". When activated, it will start if communications goes out. After 1 hour, if the communications do not come back, all production platforms on the Cleopatra System will ESD and the host platforms will go down on their high-pressure safety devices. If the communications come back during the 1 hour period, the timer will automatically reset for another 1 hour period. (The production platforms DO NOT have a Hurricane timer.)
- Two days prior to anticipated evacuation of the production platforms, the nominations will need to be adjusted to build line pack on the Cleopatra system. The agreed target pressure to ensure adequate buy-back gas is 1900 psi flowing at SS332 A. The process involves Gas and Power adjusting the platform nominations to "leave" gas on the system. The amount will be agreed upon with the Tulsa Control Center Gas Control scheduling group. Nominations will be sent to Enbridge for the Manta Ray system accordingly. Nominations on The Manta Ray system will be kept whole, so it is critical that adjustments to the Cleopatra nominations are made timely to ensure adequate gas is going to line pack to prevent hydrate formation and provide buy-back gas for startup operations. The anticipated pressure drop is approximately 100 psi at the lowest pressure point on the Cleopatra system.
- When the decision is made to shut in the Cleopatra Pipeline, the target pressure 1850 Psi Minimum. The minimum target pressure is the average of Holstein export line and the 332A import line. Cleopatra should operate at 1750 Psi under normal conditions (until further notice). Prior to a hurricane it is OK to pressure up to 1850-1950, but to bring pressure back down to 1750 after the event. Any variance from this target number will be communicated through TCC Operations.

The following phone numbers are for emergency communications:

Location	Site Phone #	Cell Phone #	Satellite Phone #
<b>CLEOPATRA GAS SYSTEM</b>			
<u>GC-645B-Holstein</u>	<u>337-735-6654</u>	<u>337-735-6600</u>	<u>011-881-621-455610</u>
<u>GC-782B-Maddog</u>	<u>337-735-6805</u> <u>337-735-6801</u>	<u>337-735-6806</u>	<u>918-560-6805</u>
<u>GC-787-Atlantis</u>	<u>337-735-2222-2223</u>		

<u>GC-613-Neptune</u>			
Enbridge Gas Control	<u>877-548-1800</u>	<u>832-214-5700</u>	
SS-332A	<u>832-464-1625</u>		
Monta Ray Pipeline			
Nautilus Pipeline			

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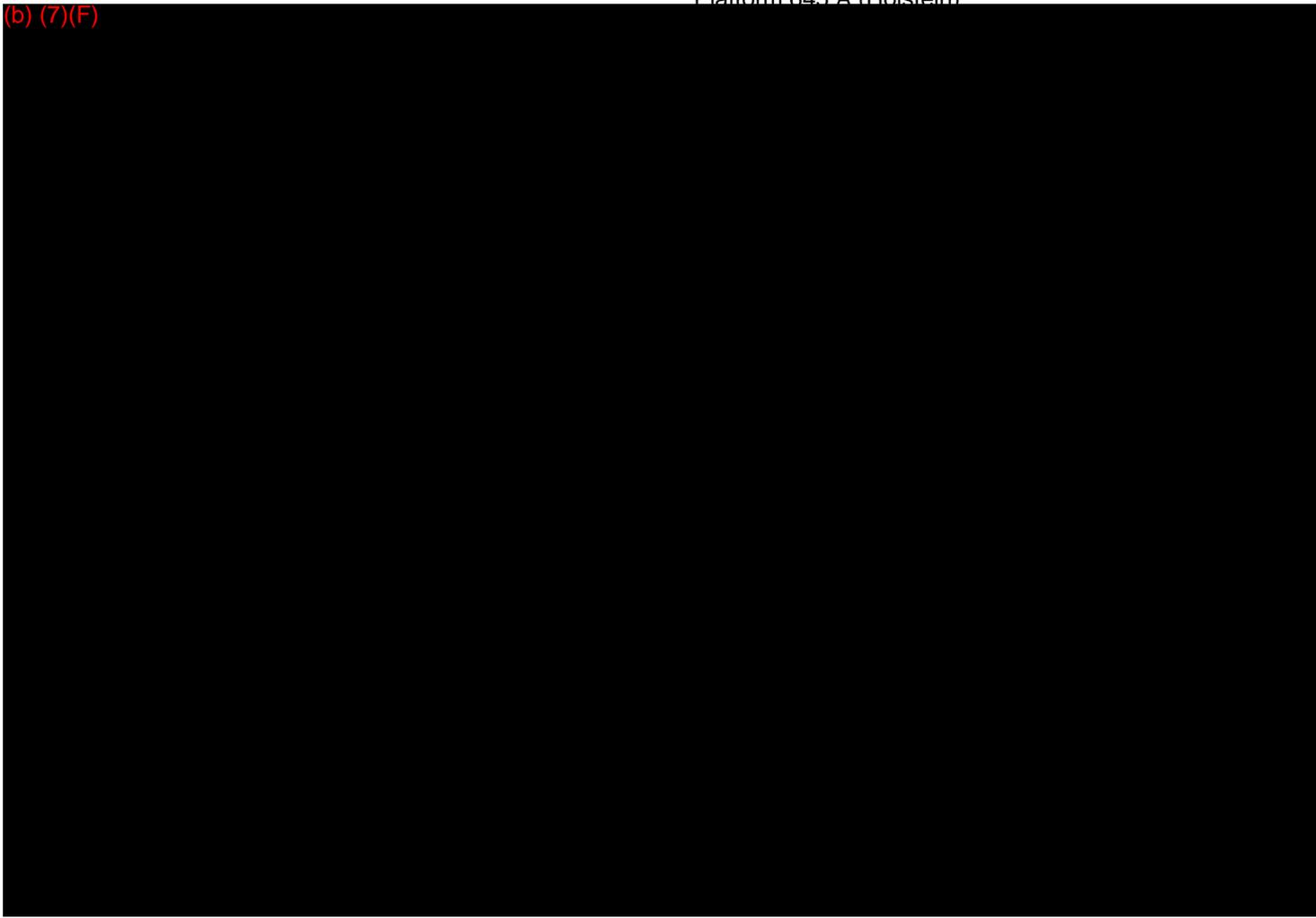
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by

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### 3. CAESAR HURRICANE PROCEDURES

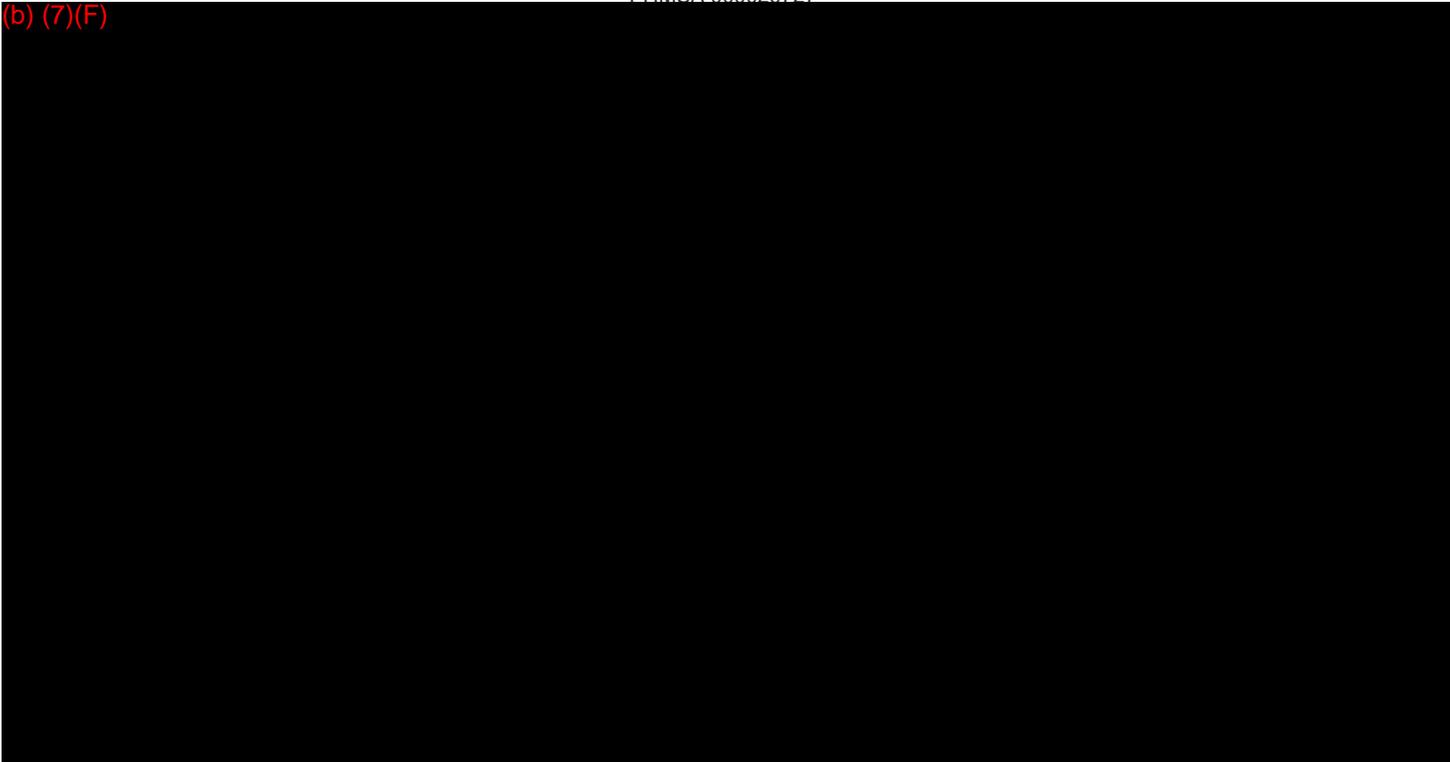
**Hurricane Weather:** The following is the hurricane checklist and procedures for the offshore Caesar System:

- **Controller-** Monitor storm's track and possible impacts on these floating facilities and Caesar Oil Pipeline System.
- **Controllers and Supervisor** need to review the **BP Gulf of Mexico Offshore Pipeline Hurricane Preparedness Goals and responsibilities.**
- **Controller-** Communicate with field personnel (GC 645 B, GC 782 B, and GC 787 B platforms) and Caesar Platform (Ship Shoal 332 B) to find out what their evacuation plans are if any?
- **Controller-** Maintain operational log of producers shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according.
- **Scheduler and Controller-** Communicate with Cameron Highway pipeline as conditions change during the storm.
- **Scheduler-** Keep customers/producers updated on system status.
- **BP Field Personnel-** Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.
- **Caesar Platform (Ship Shoal 332 B)** can be set on a "Hurricane Timer". When activated, it will start if communications goes out. After 1 hour, if the communications do not come back, all production platforms on the Caesar System will ESD and the host platforms will go down on their high-pressure safety devices. If the communications come back during the 1 hour period, the timer will automatically reset for another 1 hour period. (The production platforms **DO NOT** have a Hurricane timer.)
- The Caesar oil system target shut in psi is 500 psi at SS332 B. The current operating pressure is approximately 1800 psi +/- . To maintain the 500psi, platforms will need to communicate to personnel at Tulsa Control Center when they are anticipating and shutting in production. Tulsa Control Center will notify SS332 B and Enterprise Control. Personnel on SS332 B will use the mainline control valve to lower the pressure to maintain the 500 psi. Communications will be key to maintaining the proper psi.
- When the decision is made to shut in the Caesar Pipeline, the pressure that is targeted at SS 332 B is 500 Psi Minimum to 1000 Psi Maximum. (This was used during the Dennis Hurricane.) Any variance from this target number will be communicated through TCC Operations.

The following phone numbers are for emergency communications:

Location	Site Phone #	Cell Phone #	Satellite Phone #
<b>CEASAR CRUDE SYSTEM</b>			
GC-645B-Holstein	337-735-6654	337-735-6600	011-881-621-455610
GC-782B-Maddog	337-735-6805 337-735-6801	337-735-6806	918-560-6805
GC-787-Atlantis	337-735-2222		88-162-146-6670
GC-613-Neptune			
Enterprise Control	713-803-7833	800-755-3077	
SS-332B	210-528-2900	832-461-0821	800-800-9831
Chops Pipeline			
Poseidon Pipeline			

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**PLATFORMS**

Once a storm and subsequent operations shutdown is imminent, the lines should be shut down to capture sufficient pressure (when weather conditions allow) to allow Tulsa Control Center monitoring capability for the duration of the shut-down. Contact Tulsa Control Center (if possible) at **918-660-4451** or **(800) 548-6482** and advise of the shutdown:

DATE/TIME	by	Pressure @ SD
_____	_____	_____ Green Canyon Block 645 B (Holstein)
_____	_____	_____ Green Canyon Block 782 B (Mad Dog)
_____	_____	_____ Green Canyon Block 787 B (Atlantis)
_____	_____	_____ Caesar Platform Block 332 B (Enterprise)

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**TULSA CONTROL CENTER**

After production operations at the platforms have stopped and depending on the operational conditions of the system, TCC can request that personnel on the Caesar Platform Block 332 A close the incoming valve to block in pipeline pressure. Communicate the valve closure to Caesar Platform prior to evacuation.

If time and conditions permit, request that the platform operators confirm their production is shut down and they are abandoning the platforms.

DATE/TIME	by
_____	_____ Platform 645 B (Holstein)
_____	_____ Platform 782 B (Mad Dog)
_____	_____ Platform 787 B (Atlantis)
_____	_____ Platform 332 B (Enterprise)

Notify Facilitator and Area Supervisors (Offshore and Onshore) once everything is shut-in.

DATE/TIME \_\_\_\_\_ by \_\_\_\_\_

**START-UP**

The following procedures will apply to start up the Caesar Pipeline if the normal communications between the Tulsa Control Center and the Platforms Holstein 645 B, Mad Dog 782 B, Atlantis 787 and Platform 332 B (Enterprise) is not working properly.

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- During start-up more frequent communication may be required between the production platform and TCC Controller.
- TCC will be monitoring the system integrity based on hourly information.
- TCC Caesar Controller will manage the platforms that are allowed to start into the system.
- All Platforms will call TCC every hour --918-660-4451-Caesar Controller.
- Should a platform not call in 2 hours, TCC Caesar Controller will attempt to establish communication with the producers and Mardi Gras Transportation System Manager before shutting down the pipeline.

#### 4. MAIN PASS HURRICANE PROCEDURES

**Hurricane Weather:** The following is the hurricane checklist and procedures for the offshore Main Pass System:

- **Controller-** Monitor storm's track and possible impacts on these floating facilities and Main Pass Oil Pipeline System.
- **Controllers and Supervisor** need to review the BP Gulf of Mexico Offshore Pipeline Hurricane Preparedness Goals and responsibilities.
- **Controller-** Communicate with field personnel (VK-826, MP-225, VK-915, MP-281 and VK-823 platforms) and Main Pass Platform (69) to find out what their evacuation plans are if any?
- **Controller-** Maintain operational log of producers shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according.
- **Scheduler and Controller-** Communicate with Chevron Texaco Cypress and Shell Delta pipeline as conditions change during the storm.
- **Scheduler-** Keep customers/producers updated on system status.
- **BP Field Personnel-** Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.
- There are no platforms that have any timer process that can be used to shut down the production platform after the platform has been evacuated or there the communications from a platform goes out.
- When the decision is made to shut in the Main Pass Pipeline, the pressure that is targeted at MP 69 meter skid is 500 Psi Minimum. (This was used during the Dennis Hurricane.) Any variance from this target number will be communicated through TCC Operations.

The following phone numbers are for emergency communications:

<u>Location</u>	<u>Site Phone #</u>	<u>Cell Phone #</u>	<u>Satellite Phone #</u>
<b>MAINPASS PIPELINE SYSTEM</b>			
VK – 826 Platform	<u>281-673-7101</u>	<u>337-273-1150</u>	<u>254-406-5500</u>
VK – 915 Platform	<u>337-735-5657</u>		<u>713-442-5112</u>
VK – 823 Platform	<u>713-647-3808</u>		<u>881-621-4483</u> <u>881-621-4484</u>
MP – 225 Platform	<u>832-461-8814</u>		
MP – 281 Platform	<u>337-735-1543</u>		<u>254-377-3762</u>
MP – 69-Meter Platform	<u>832-461-8736</u>		

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**SHUT DOWN**

**PLATFORMS**

Once a storm and subsequent operations shutdown is imminent, the lines should be shut down to capture sufficient pressure (when weather conditions allow) to allow Tulsa Control Center monitoring capability for the duration of the shut-down. Contact Tulsa Control Center (if possible) at **918-660-4451** or **(800) 548-6482** and advise of the shutdown:

DATE/TIME	by	Pressure @ SD
_____	_____	_____ VK 826 Neptune –Kerr McGee
_____	_____	_____ MP 225 Platform- Duke
_____	_____	_____ MP 281 Platform - Dominion
_____	_____	_____ VK 915 Platform – Marlin –BP Production
_____	_____	_____ VK 823 Platform – Fina
_____	_____	_____ MP 69 Meter Station - BP Pipeline

**NOTES**

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**TULSA CONTROL CENTER**

After production operations at the platforms have stopped and depending on the operational conditions of the system, TCC can request that personnel on the Main Pass Platform 225 close the outgoing valve to block in pipeline pressure. Communicate the valve closure to Tulsa Control Center prior to evacuation.

If time and conditions permit, request that the platform operators confirm their production is shut down and they are abandoning the platforms.

DATE/TIME	by
_____	_____ Platform VK 826- Kerr McGee
_____	_____ Platform MP 225- Duke
_____	_____ Platform MP 281- Dominion
_____	_____ Platform VK 915-Marlin
_____	_____ Platform VK823-Fina

Notify Facilitator and Area Supervisors (Offshore and Onshore) once everything is shut-in.

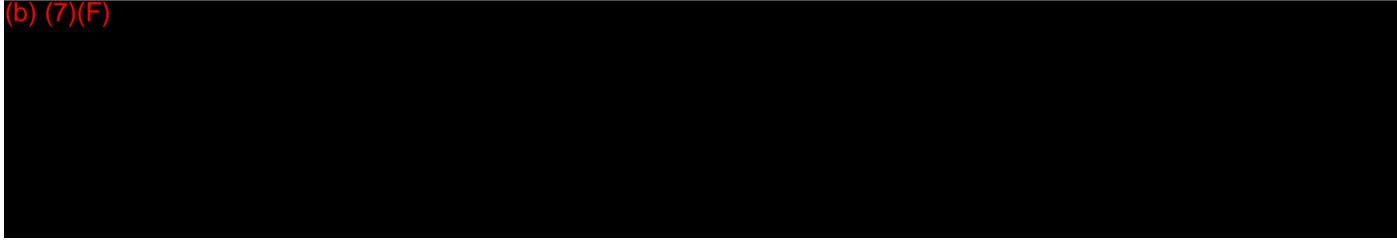
DATE/TIME	by
_____	_____

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**START-UP**

The following procedures will apply to start up the Main Pass Pipeline if the normal communications between the Tulsa Control Center and all the Platforms (production and meter

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- During start-up more frequent communication may be required between the production platform and TCC Controller.
- TCC will be monitoring the system integrity based on hourly information.
- TCC Main Pass Controller will manage the platforms that are allowed to start into the system.
- All Platforms will call TCC every hour 918-660-4451-Main Pass Controller.
- Should a platform not call in 2 hours, TCC Main Pass Controller will attempt to establish communication with the producers before shutting down the pipeline.

## 5. ENDYMION HURRICANE PROCEDURES

**Hurricane Weather**: The following is the hurricane checklist and procedures for the offshore Endymion System:

- **Controller- Monitor storm's track and possible impacts on these floating facilities and Endymion Oil Pipeline System.**
- **Controllers and Supervisor need to review the BP Gulf of Mexico Offshore Pipeline Hurricane Preparedness Goals and responsibilities.**
- **Controller- Communicate with field personnel (MC 778 A platform) and LOOP to find out what their evacuation plans are if any?**
- **Controller- Maintain operational log of producers shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according.**
- **Scheduler and Controller- Communicate with LOOP as conditions change during the storm.**
- **Scheduler- Keep customers/producers updated on system status.**
- **BP Field Personnel- Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.**
- **Thunder Horse Platform 778 A can be set on a "Hurricane Timer". When activated, it will start if communications goes out. After 1 hour, if the communications do not come back, all production platforms on the Endymion System will ESD and the host platforms will go down on their high-pressure safety devices. If the communications come back during the 1 hour period, the timer will automatically reset for another 1 hour period.**
- **When the decision is made to shut in the Endymion Pipeline, the pressure that is targeted at SP89E is 500 Psi and 200 psi at LOOP Metering station. Any variance from this target number will be communicated through TCC Operations.**

The following phone numbers are for emergency communications:

	<u>Phone Numbers</u>	<u>Satellite Phone Numbers</u>
<b><u>OFFSHORE</u></b>		
Thunder Horse Platform 778 A		
LOOP	985-632-1323	

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(b) (7)(F)

**SHUT DOWN**

**PLATFORMS**

Once a storm and subsequent operations shutdown is imminent, the lines should be shut down to capture sufficient pressure (when weather conditions allow) to allow Tulsa Control Center monitoring capability for the duration of the shut-down. Contact Tulsa Control Center (if possible) at **918-660-4451** or **(800) 548-6482** and advise of the shutdown:

DATE/TIME	by	Pressure @ SD
_____	_____	_____ Thunder Horse Platform 778 A
_____	_____	_____ South Pass Platform 89E
_____	_____	_____ Grand Isle
_____	_____	_____ LOOP

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**TULSA CONTROL CENTER**

After production operations at the platforms have stopped and depending on the operational conditions of the system, TCC can request that personnel at the LOOP facility close the incoming valve to block in pipeline pressure.

If time and conditions permit, request that the platform operators confirm their production is shut down and they are abandoning the platforms.

DATE/TIME	by	
_____	_____	Thunder Horse Platform 778 A
_____	_____	South Pass Platform 89E
_____	_____	Grand Isle
_____	_____	LOOP

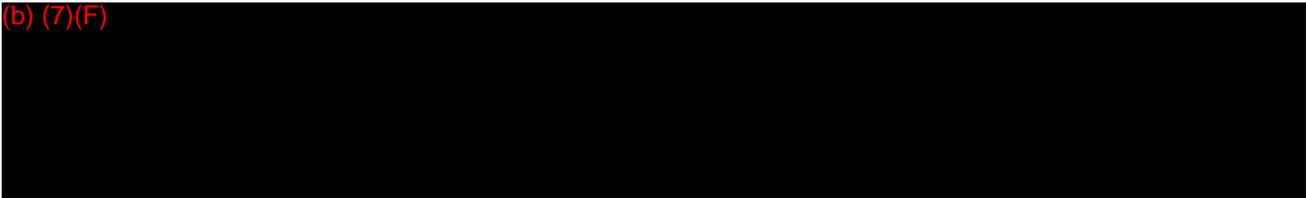
Notify Facilitator and Area Supervisors (Offshore and Onshore) once everything is shut-in.

DATE/TIME	by
_____	_____

**START-UP**

The following procedures will apply to start up the Endymion Pipeline if the normal communications between the Tulsa Control Center and the Platforms Thunder Horse 778A, South Pass 89E, Grand Isle Facility, and the LOOP Facility is not working properly.

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- During start-up more frequent communication may be required between the production platform and TCC Controller.
- TCC will be monitoring the system integrity based on hourly information.
- TCC Endymion Controller will manage the platforms that are allowed to start into the system.
- All Platforms will call TCC every hour 918-660-4451-Endymion Controller.
- Should a platform not call in 2 hours, TCC Endymion Controller will attempt to establish communication with the producers and Mardi Gras Transportation System Manager before shutting down the pipeline.

## 6. PROTEUS HURRICANE PROCEDURES

**Hurricane Weather:** The following is the hurricane checklist and procedures for the offshore Proteus System:

- **Controller- Monitor storm's track and possible impacts on these floating facilities and Proteus Oil Pipeline System.**
- **Controllers and Supervisor need to review the BP Gulf of Mexico Offshore Pipeline Hurricane Preparedness Goals and responsibilities.**
- **Controller- Communicate with field personnel (Thunder Horse 778 A Platform) to find out what their evacuation plans are if any?**
- **Controller- Maintain operational log of producers shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according.**
- **Scheduler and Controller- Communicate with LOOP Pipeline as conditions change during the storm.**
- **Scheduler- Keep customers/producers updated on system status.**
- **BP Field Personnel- Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.**
- **Thunder Horse Platform (Mississippi Canyon 778A) can be set on a "Hurricane Timer". When activated, it will start if communications goes out. After 1 hour, if the communications do not come back, all production platforms on the Proteus System will ESD and the host platforms will go down on their high-pressure safety devices. If the communications come back during the 1 hour period, the timer will automatically reset for another 1 hour period. (The production platforms DO NOT have a Hurricane timer).**
- **When the decision is made to shut in the Proteus Pipeline, the pressure is targeted at 500 Psi Minimum to 1000 Psi Maximum at SP89 E. Any variance from this target number will be communicated through TCC Operations.**

The following phone numbers are for emergency communications:

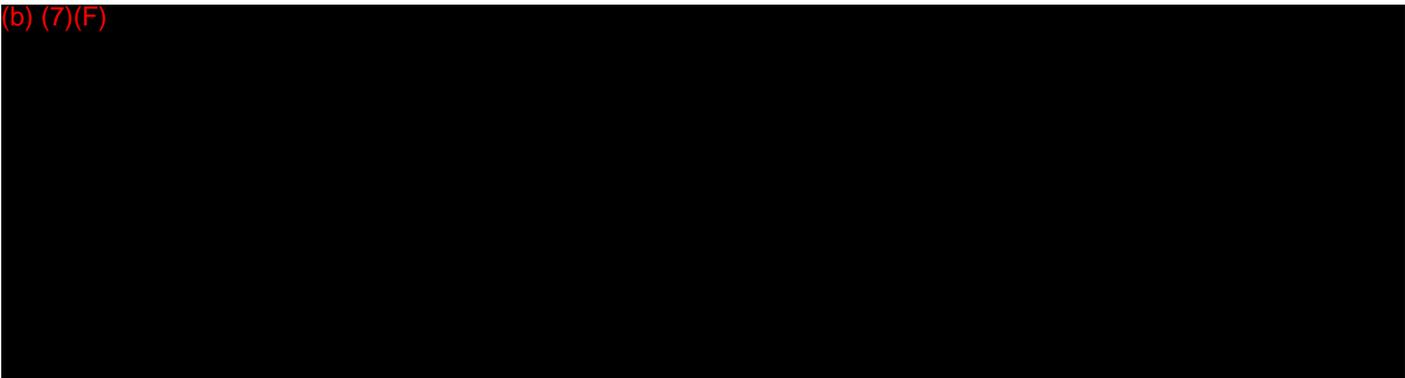
**Phone Numbers**

**Satellite Phone  
Numbers**

**OFFSHORE**

Mississippi Canyon Block 778A (Thunder Horse)

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**SHUT DOWN****PLATFORMS**

Once a storm and subsequent operations shutdown is imminent, the lines should be shut down to capture sufficient pressure (when weather conditions allow) to allow Tulsa Control Center monitoring capability for the duration of the shut-down. Contact Tulsa Control Center (if possible) at **918-660-4451** or **(800) 548-6482** and advise of the shutdown:

DATE/TIME	by	Pressure @ SD
_____	_____	_____ Mississippi Canyon Block 778A (Thunder Horse)
_____	_____	_____ South Pass 89 E
_____	_____	_____ Grand Isle Facility
_____	_____	_____ LOOP Delivery Facility

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**TULSA CONTROL CENTER**

After production operations at the platforms have stopped and depending on the operational conditions of the system, TCC can request that personnel on the Thunder Horse Platform Block 778 A close the incoming valve to block in pipeline pressure. Communicate the valve closure to Thunder Horse Platform prior to evacuation.

If time and conditions permit, request that the platform operators confirm their production is shut down and they are abandoning the platforms.

DATE/TIME	by
_____	_____ Platform 778 A (Thunder Horse)
_____	_____ Platform 89E A (Main Pass 89E)
_____	_____ Grand Isle Station
_____	_____ LOOP Facility

Notify Facilitator and Area Supervisors (Offshore and Onshore) once everything is shut-in.

DATE/TIME	by
_____	_____

**START-UP**

The following procedures will apply to start up the Proteus Pipeline if the normal communications between the Tulsa Control Center and the Platforms Thunder Horse 778 A, South Pass 89E Platform, Grand Isle Station, and LOOP Delivery Facility is not working properly.

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- During start-up more frequent communication may be required between the production platform and TCC Controller.
- TCC will be monitoring the system integrity based on hourly information.
- TCC Proteus Controller will manage the platforms that are allowed to start into the system.
- All Platforms will call TCC every hour--918-660-4451-Proteus Controller.
- Should a platform or location not call in 2 hours, TCC Proteus Controller will attempt to establish communication with the producers and Mardi Gras Transportation System Manager before shutting down the pipeline.

## 7. OKEANOS HURRICANE PROCEDURES

**Hurricane Weather:** The following is the hurricane checklist and procedures for the offshore Okeanos System:

- **Controller- Monitor storm's track and possible impacts on Nakika's facilities and Okeanos Gas Gathering System.**
- **Controllers and Supervisor need to review the BP Gulf of Mexico Offshore Pipeline Hurricane Preparedness Goals and responsibilities.**
- **Controller- Communicate with field personnel (MC 474 A platform and MP 260 Platform) to find out what their evacuation plans are if any?**
- **Controller- Maintain operational log of producers shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according.**
- **Scheduler and Controller- Communicate with Destin pipeline connections at MP 260 as conditions change during the storm.**
- **Scheduler- Keep customers updated on system status.**
- **BP Field Personnel- Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.**
- **MP 260 can be set on a "Hurricane Timer". When activated, it will start if communications goes out. After 1 hour, if the communications do not come back, MP 260 will ESD and the host platforms will go down on their high-pressure safety devices. If the communications come back during the 1 hour period, the timer will automatically reset for another 1 hour period. (Nakika DOES NOT have a Hurricane timer)**
- **When the decision is made to shut in the Okeanos Pipeline, the minimum target pressure is 1350 Psi. The minimum target pressure is the average\* of MP 260 import line and the Nakika export line. When Thunderhorse begins to produce, this export line must be made part of the equation below. Any variance from this target number will be communicated through TCC Operations. The process to get the system near 1350Psi, is to shut the (b) (7)(F) with enough time for the producers to keep pumping gas into the system to pack the line up to average pressure of 1350 psi over this system.**

**\* AVERAGE PRESSURE FORMULA**

$$P_{avg} = 2/3 \left( P_u + P_d \left( \frac{P_u \times P_d}{P_u + P_d} \right) \right)$$

P<sub>u</sub> = Export Pressure

P<sub>d</sub> = Import Pressure

The following phone numbers are for emergency communications:

<u>Location</u>	<u>Site Phone #</u>	<u>Cell Phone #</u>	<u>Satellite Phone #</u>
<b>OKEANOS GAS SYSTEM</b>			
MC 474 A Control Room	<u>337-735-4001</u> <u>337-735-4010</u>	<u>337-735-4012</u>	<u>011-881-621-454041</u>
MC 474 A Operators Manager	<u>337-735-4025</u>		
MC 778 A			
MP 260 Platform	<u>337-735-5089</u>	<u>337-504-0078</u>	<u>011-881-631-436258</u>
Flows into Destin Pipeline			

(b) (7)(F)

## SHUT DOWN

### PLATFORMS

Once a storm and subsequent operations shutdown is imminent, the lines should be shut down to capture sufficient pressure (when weather conditions allow) to allow Tulsa Control Center monitoring capability for the duration of the shut-down. Contact Tulsa Control Center (if possible) at **918-660-4451** or **(800) 548-6482** and advise of the shutdown:

DATE/TIME	by	Pressure @ SD	
_____	_____	_____	MC-474 A
_____	_____	_____	MC-778 A
_____	_____	_____	MP-260

NOTES \_\_\_\_\_  
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### TULSA CONTROL CENTER

After production operations at Nakika has stopped and depending on the operational conditions of the system, TCC can request that MP 260 personnel close the incoming Nakika valve to block in pipeline pressure. Communicate the valve closure to Nakika prior to evacuation.

If time and conditions permit, request that the platform operators confirm their production is shut down and they are abandoning the platforms.

DATE/TIME	by
_____	_____

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MC 474-A  
MC-778 A  
MP-260

Notify Facilitator, and Area Supervisors (Offshore and Onshore) once everything is shut-in.

DATE/TIME

by

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**START-UP**



- During start-up more frequent communication may be required between the production platform and TCC Controller.
- TCC will be monitoring the system integrity based on hourly information.
- MP 260 Platform Operator will manage the platforms that are allowed to start into the system.
- MP 260 will call TCC every hour --918-660-4451-Okeanos Controller.
- All producers will have to call TCC every hour on the hour--918-660-4451-Okeanos Controller.
- Should a producer not call in 2 hours, MP 260 Operator will attempt to establish communication with the producers and Mardi Gras Transportation System Manager before shutting down the pipeline from MC 474 A or MC 778 A.

**7. TRI-STATES HURRICANE PROCEDURES-need to go through this and correct and get phone numbers etc.**

**Hurricane Weather:** The following is the hurricane checklist and procedures for the onshore TRI-STATES System:

- **Controller- Monitor storm's track and possible impacts on TRI-STATES NGL System.**
- **Controllers and Supervisor need to review the BP Gulf of Mexico Offshore Pipeline Hurricane Preparedness Goals and responsibilities.**
- **Controller- Communicate with field personnel to find out what their evacuation plans are if any?**
- **Controller- Maintain operational log of plants shutting in and returning to service. Communicate this information with the scheduling group so they can adjust the shippers nomination according.**
- **Scheduler and Controller- Communicate with Tri-States pipeline connections at MP 260 as conditions change during the storm.**
- **Scheduler- Keep customers updated on system status.**
- **BP Field Personnel- Communicate with public relations (Public and Government Affairs) personnel who will communicate with the media.**
- **When the decision is made to shut in the TRI-STATES Pipeline, the pressure that is targeted from the plant injections to Mandeville pump station suction is 350/450 PSI, and 350 to 650 maximum PSI from discharge side of Mandeville to the end of the system.**

**Caution: Do not go below 350 PSI for concerns of the NGL vaporizing to a gas in the pipeline.**

Plants to Mandeville Section

If Controller cannot get the pressure below 450 PSI between the plant injections to Mandeville, call Team Lead to approve. In this situation, the absolute maximum pressure would be 650 psig as the MODP at Kiln is 680 PSI. To get this pressure lower, the small pump at Mandeville could be used to lower this pressure by allowing the pump to go down on low suction set at 400PSI.

Mandeville to Delivery Valves Section

It is desirable to shut down in the 350 – 450 range as well. However, if Belle Rose is the only option to relieve the pressure in this section of the line, it is ok to go to the 650 psig. MODP of this section is 1440 PSI. The only reason we desire the 350 - 450 range is to minimize the inventory in the pipe in case the weather conditions caused a pipe rupture.

The following phone numbers are for emergency communications:

<u>Location</u>	<u>Site Phone #</u>	<u>Cell Phone #</u>	<u>Satellite Phone #</u>
<b>TRI-STATES GAS SYSTEM</b>			
Duke	<u>251-873-5474</u>		
Williams	<u>251-873-2626</u>		
BP Plant	<u>228-712-3503</u>		
Mandeville	<u>504-393-6282</u>	<u>504-452-4808</u>	
Kenner		<u>504-481-2607</u>	
Enterprise	<u>713-803-8330</u>		
Flows into Enterprise Pipeline			

**The location of the TRI-STATES system:**

Mobile Bay Processing Partners Receipt facility is located in Mobile County, Alabama. At the

intersection of state highway 193 and 188 at Alabama Port on Mobile Bay, travel West for 2.8 miles. At this intersection, turn North and travel 1.6 miles to Delchamps. At the intersection of County Road 10 (Rock Road) turn left (West and go approximately 1.4 miles; the Duke Plant will be on the South side of the road. (Follow the signs and sign in at the front gate or proceed to the meter skid for Tri-States)

Mobile Bay WES Receipt Station is located in Mobile County, Alabama. At the intersection of state highway 193 and 188 at Alabama Port on Mobile Bay, go West for 2.8 miles. At this intersection, turn North and travel 1.6 miles to Delchamps. At the intersection of County Road 10 (Rock Road) turn left (West and go approximately 1.4 miles; the Williams Plant will be on the North side of the road. (Follow the signs and sign in at the front gate or proceed to the meter skid for Tri-States)

BP Moss Point Station is located in Jackson County, Mississippi. From the intersection of I-90 and Highway 611 on the North East of Pascagoula, Mississippi turn South onto Highway 611. Go approximately 0.6 mile to the intersection of Old Mobile Highway and turn left on to Old Mobile Highway. Travel 0.1 mile to the terminal road and the plant and the meter skid is located inside the plant.

Canal Road Regulator Station is located in Harrison County, Mississippi. Rock Road, east to Bellingrath, north to Highway 90, west to Franklin Creek Road, north to Interstate 10, west to Canal Road (exit 31) north to Breland. The valve is located at the corner of Breland and Canal Road.

Kiln Regulator Station is located in Hancock County, Mississippi. Rock Road, east to Bellingrath, north to Highway 90, west to Franklin Creek Road, north to Interstate 10, west to MS Highway 603 (exit 13) north 4.1 miles to Kiln-Delisle and Kiln-Picayune road west on Kiln-Picayune Road 1.5 miles to Bobinger Road north .3 miles to pipeline valve is located 100 yards to the east of Bobinger Road.

Mandeville Pump Station is located in St. Tammany Parish, Louisiana. West from Fountainbreaux Camp Grounds turn north on Sault Rd. travel 2-miles 2 stop signs, take a right turn (east) on Jones Rd. Travel .5-miles to McDonald St. Turn left (north) on McDonald St. stay on rock gravel road to the pump station entry gate.

Kenner Split Station is located in St. Charles Parish, Louisiana. From Armstrong International Airport, travel north on HWY 61 approximately 4-5-miles, cross the Bonnett Carry Spillway, ¼-mile past the spillway look for the overhead power transmission lines. The entry gate is below the transmission lines.

## SHUT DOWN

### PLANTS

Once a storm and subsequent operations shutdown is imminent, the lines should be shut down to capture sufficient pressure (when weather conditions allow) to allow Tulsa Control Center monitoring capability for the duration of the shut-down. Contact Tulsa Control Center (if possible) at **918-660-4451 or (800) 548-6482** and advise of the shutdown:

DATE/TIME	by	Pressure @ SD	
_____	_____	_____	Duke
_____	_____	_____	Williams
_____	_____	_____	BP-Pascagoula

NOTES \_\_\_\_\_

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### TULSA CONTROL CENTER

After production operations at the three plants has stopped and depending on the operational conditions of the system, TCC can request that Kenner Junction personnel close the incoming

valve to block in pipeline pressure. Communicate the valve closure to Kenner Junction prior to evacuation.

If time and conditions permit, request that the plant operators confirm their plant is shut down and they are abandoning the plant.

DATE/TIME

by

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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Duke  
Williams  
BP-Pascagoula

Notify Facilitator, and Area Supervisors ( Onshore) once everything is shut-in.

DATE/TIME

by

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\_\_\_\_\_

### **START-UP**

The following procedures will apply to start up the TRI-STATES Pipeline if the normal communications between the Tulsa Control Center and the three plants is not working properly.

Until communications is restored to plants, the procedures are as follows:

- Before a Plant will be allowed to start a delivery into the system, a phone link with the TCC TRI-STATES Controller, the plants will need to be established.
- During start-up more frequent communication may be required between the plants and TCC Controller.
- TCC will be monitoring the system integrity based on hourly information.
- Area Team Leader will manage the plants that are allowed to start into the system.
- BP Field Specialist will call TCC every hour with pressures and flows at each manned stations or facilities. --918-660-4458-TRI-STATES Controller.
- All plants will have to call TCC every hour on the hour--918-660-4458-TRI-STATES Controller.
- Should a plant not call in 2 hours, Controller will attempt to establish communication with the plants and area team lead before shutting down the pipeline.

**From:** [doa@uk.bp.com](mailto:doa@uk.bp.com)  
**To:** [Buteau, Mark P](#)  
**Subject:** Delegation of Authority: Change notification  
**Date:** Thursday, October 10, 2013 2:20:51 PM

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**This message has been generated by the Delegation of Authority (DofA) website <http://authorities.bpweb.bp.com>, the official reference for standing delegations recorded to conduct business in the BP Group.**

**This is an automated email - please do not reply.**

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Dear colleague

As part of BP's internal control and governance process, this message advises delegates, delegators and accountable controllers that delegate statement/s have been **amended** in the Delegation of Authority website. If you have any queries concerning this, please contact the relevant controller.

The amendments are shown in the links below this message. Full statements of delegation are available by clicking the delegate name/s.

Regards

Delegation of Authority team  
[DofATeam@uk.bp.com](mailto:DofATeam@uk.bp.com)

Buteau, Mark P (Amended 9-Oct-2013 by Shivarangappa, Gopal) [Fox, Howard](#)

**Requisition of goods and services (indent authority):** from \$50k to \$500k ; Supporting notes amended to 'Amounts greater than \$50k are only authorized for role as Alternate QI during the first 24 hour period.'

**(Please note that amounts will vary according to currency fluctuations)**