



NATIONAL TRANSPORTATION SAFETY BOARD
Investigative Hearing

Norfolk Southern Railway general merchandise freight train 32N
derailment with subsequent hazardous material release and fires,
in East Palestine, Ohio, on February 3, 2023

GROUP	M
EXHIBIT	
10	

Agency / Organization

NTSB

Title

Norfolk Southern Railway and Specialized
Professional Services, Inc. Environmental
Emergency Response Agreement_8.15.2016

CONTRACT NUMBER: 1440003833
VENDOR NO: 2000001617
FILE: EMERGENCY RESPONSE-Contractors-SPSI

ENVIRONMENTAL EMERGENCY RESPONSE AGREEMENT

This ENVIRONMENTAL EMERGENCY RESPONSE AGREEMENT (this "Agreement") is effective as of August 15, 2016, by and between **Norfolk Southern Railway Company** ("**NSR**"), for itself and on behalf of its parent, affiliated and subsidiary companies (collectively, the "**NSR Affiliates**"), and NSR and the NSR Affiliates sometimes referred to herein collectively as "**Railway**") and **Specialized Professional Services, Inc.** ("**Contractor**").

WHEREAS, Contractor is in the business of providing various environmental and industrial services, including emergency mitigation of oil and hazardous and non-hazardous substances released into the environment; and

WHEREAS, Railway may desire to engage Contractor to perform such emergency services, as well as other supplemental environmental and industrial services, from time to time, as specified in this Agreement; and

WHEREAS, Contractor is willing to perform such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, Railway and Contractor hereby agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the meanings hereinafter specified:

Emergency Work: The tasks to be performed by Contractor on an emergency basis for a period not to exceed seventy-two (72) hours from initial mobilization by Railway (unless otherwise specified in the applicable Service Order), to mitigate a hazardous condition caused by the release of hazardous or non-hazardous substances into the environment on or off Railway's property, as requested and authorized by the Engineer or other responsible official of Railway.

Engineer: The engineering or environmental officer of Railway with responsibility for the Work, or his authorized representative.

Indemnified Parties: As used in Section 8.1 of this Agreement, collectively and singularly, Railway; Railway's parent corporation and affiliated and subsidiary companies (including Conrail Inc. and its affiliated and subsidiary companies); any Principal Company (as hereinafter defined); and its and their officers, employees and agents.

Project Site: The location(s) at which the Work is to be performed.

Service Order: The standard form utilized by Railway for the procurement of services (including any accompanying exhibits, appendices, attachments or correspondence between Railway and Contractor concerning the nature and scope of the Work).

Supplemental Work: The tasks which may be requested by Railway of Contractor on a non-emergency basis following completion of the Emergency Work. (The Emergency Work and the Supplemental Work are hereinafter sometimes referred to collectively as the Work.)

ARTICLE II – SCOPE AND COMMENCEMENT OF WORK

Section 2.1. Railway anticipates the need for, and Contractor shall provide, Emergency Work and Supplemental Work on the terms and conditions described in this Agreement, as Railway may from time to time request for the duration of this Agreement.

Section 2.2. Within forty-eight (48) hours of requesting Emergency Work, Railway shall issue to Contractor a Service Order referring to this Agreement, which shall confirm the date and time the Emergency Work was requested, identify anticipated Supplemental Work, if any, describe the Project Site, and state the Engineer's name and title.

Section 2.3. Contractor shall confirm its agreement to undertake the Emergency Work and the Supplemental Work, if any, by promptly executing and returning the acknowledgment copy of the Service Order.

Section 2.4. Upon completion of the Emergency Work, prior to initiating the Supplemental Work, if any, Contractor shall prepare and submit for the Engineer's approval a work order describing materials and services proposed to be provided.

ARTICLE III – CONTRACTOR'S RESPONSIBILITIES

Section 3.1. If reasonably practicable, before initiating the Work, Contractor shall by careful examination satisfy itself as to the nature of the Project Site, the configuration, composition and physical condition of the Project Site, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed before and during the prosecution of the Work, the general and local conditions, and all other matters which might in any way affect the Work. Contractor shall not be entitled to reimbursement for extra expenses arising from or attributable to conditions at the Project Site which reasonably could have been ascertained through such inspection, and, in any event, without prior approval by the Engineer.

(a) Contractor hereby acknowledges that the Project Site is expected to contain hazardous substances, pollutants or contaminants, which may include, without limitation, asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, or any other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601 et seq. As between Railway and Contractor, Contractor knowingly assumes all risk of injury and damage to Contractor and its employees, property, subcontractors and any other persons working for Contractor caused by exposure to such materials while at the Project Site. Contractor shall ensure that all personnel performing work at the Project Site have proper training and certification as necessary to perform the Work, and shall perform the Work in compliance with all federal, state and local requirements. Contractor must be able to produce evidence of all proper and required training and certification for all on-site personnel while at the Project Site. Such training and certification shall include, but not be limited to, Roadway Worker Protection as established by the regulations of the Federal Railway Administration, and

HAZWOPER as established by the regulations of OSHA. It is the responsibility of Contractor to have its personnel trained and certified as required by this Agreement and in accordance with all applicable laws, rules and regulations, and all such training and certification shall be at the expense of Contractor. Contractor shall comply with all Railway safety rules, and shall: (i) ensure that its employees are kept current on environmental and hazardous materials training; (ii) conduct a safety and job briefing at a minimum before the initiation of Work each day at the Project Site; and (iii) ensure that its employees, agents and subcontractors wear Contractor-supplied hard hats, safety glasses with side shields, high top safety shoes and all other appropriate personal protective equipment at all times at the Project Site.

(b) Contractor shall, as promptly as practicable, notify the Engineer of the discovery of latent or sub-surface hazardous conditions caused by the release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, or leaching (collectively referred to as "release") of hazardous or non-hazardous substances into the environment at the Project Site. Following such notice to the Engineer, Contractor shall furnish Railway written notice of any such discovery, identifying the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water. Contractor shall immediately report to Railway any and all inquiries from, or visits or inspections by, governmental entities concerning environmental or other conditions at the Project Site. Contractor shall not file responses or reports to such entities without first consulting with the Engineer, unless otherwise required by law.

(c) Contractor shall not dispose of wastes of any kind, whether hazardous or not, at the Project Site or on any premises owned or operated by Railway.

(d) Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances controlling air, water, noise, solid wastes and other pollution or relating to the storage, transport, release or disposal of hazardous materials, substances, or waste. Contractor shall, at its own expense, make all modifications, repairs or additions to Contractor's equipment or materials which may be required under such laws, rules, regulations or ordinances.

Section 3.2. Except as otherwise provided herein, Contractor shall furnish all supervision, labor, materials, tools, equipment, signs, transportation and authorized subcontracted items necessary to perform and complete the Work. Upon completion of the Work, or in case of cancellation of this Agreement before completion for any cause whatever, Contractor shall promptly remove all of its equipment, vehicles, material, machinery, tools, supplies, debris and rubbish from the Project Site. If Contractor fails to comply with the requirements of this Section 3.2 within five (5) days after notice from Railway, Railway shall have the right to remove such items at the expense of Contractor.

Section 3.3. Contractor shall procure, at its expense and in a timely manner, all licenses, surveys, inspections, certificates and authorizations that may be necessary for the performance of the Work. Reimbursement for site-specific items related to the Work shall be at the rate set forth in the Service Order. Contractor shall furnish the Engineer all certificates of inspection for any part of the Work for which a certificate may be required.

Section 3.4. Contractor shall keep full and detailed records as necessary to reflect: (a) proper financial management under this Agreement; (b) the Work performed at the Project Site, including, where applicable, all testing, sampling, monitoring and investigatory services

performed by Contractor. Upon completion of the Work, all original reports prepared pursuant to (b) above shall be furnished to Railway.

Section 3.5.

(a) When the Work takes place on or near property used for railway operations by Railway or any affiliate, Contractor shall use special care and vigilance to avoid damage to trains, tracks and other facilities and shall conduct the Work so as not to interfere with the movement of trains and other railway operations. No Work which may affect the movement or safety of trains shall be commenced without advance consultation with the Engineer. If in the opinion of the Engineer trains, tracks or other facilities are or may be endangered by the Work, Contractor shall immediately take such steps as the Engineer may direct.

(b) The cost of furnishing trainmen or flagmen deemed necessary by the Engineer for continuity and safety of railway operations shall be borne by Railway.

Section 3.6. Except as otherwise provided elsewhere in this Agreement, if in the conduct of the Work any temporary changes or alterations in pipelines, sewers, drains, conduits, fences, tracks, power or communication lines, or other facilities are necessary for the performance of the Work, the responsibility for making such changes shall rest with Contractor as directed by the Engineer. Contractor's expenses shall be reimbursed as required for cleanup and restoration of the Project Site at the rates set forth in the Service Order.

ARTICLE IV – RAILWAY'S RESPONSIBILITIES

Section 4.1. Railway shall provide Contractor with all relevant information known and available to Railway regarding requirements for the Work and shall promptly communicate to Contractor new information when it becomes available. In particular, Railway shall furnish, at no cost to Contractor, when applicable and available, all known information on materials involved, their chemical properties, quantities, concentrations and all known safety and environmental hazards.

Section 4.2. At the time and in the manner specified in Section 2.2 of this Agreement, Railway shall in writing identify for Contractor the Engineer, who shall be acquainted with the Work, have authority to approve changes and daily reports submitted by Contractor, and furnish information as necessary to meet the time schedule for completion of the Work. The Engineer shall be authorized to reject or condemn all Work or material which, in his judgment, does not conform strictly to this Agreement.

ARTICLE V – STANDARDS AND REQUIREMENTS

Section 5.1. To the extent Contractor furnishes materials, goods or supplies to Railway in performing the Work, Railway shall have all rights that would be granted a buyer under the provisions of the Uniform Commercial Code.

Section 5.2. Contractor warrants that it shall perform and complete the Work in a safe, efficient and workmanlike manner strictly in accordance with the requirements of this Agreement. Contractor warrants that any equipment used in performing the Work shall be in good working condition and repair and suitable for the Work.

Section 5.3. Railway reserves the right to deliver by rail to Contractor materials to be used in or incident to the Work. Regardless of whether said materials are being supplied by Railway, have

been purchased from Railway by Contractor or have been purchased by Contractor from other sources, said materials shall be deemed delivered to Contractor, and risk of loss therefore shall transfer to Contractor, when notice is given by Railway that the materials have been placed for unloading or are otherwise available for Contractor's use. Contractor shall unload said materials at its own cost and expense. Should the materials require further transportation from said delivery point to the Work site, such further transportation, and any reloading and subsequent unloading arising out of said further transportation, shall be at Contractor's sole cost and expense.

Section 5.4. The Work and each part thereof shall be performed at the risk of Contractor in every respect, and Contractor shall be responsible for the Work until completed and accepted. Contractor shall also be responsible for and assumes all risk of loss in connection with material furnished by Contractor and material delivered to it by Railway. For any material delivered by Railway to Contractor that is lost, stolen, damaged or injured after delivery, Contractor shall reimburse Railway for all costs incurred by Railway, or due it under tariff and unpaid, in acquiring and transporting the material or any replacement material on behalf of Contractor.

Section 5.5. Contractor shall be responsible for the safe and suitable storage of all material at the Work site. Storage locations and method of storage shall in no way interfere with Railway's railroad operations. Railway may require Contractor to move material from storage locations at Contractor's expense, unless the storage location was designated by the Engineer in which case Railway will bear the expense. Railway shall have the right to designate material storage locations but such designation shall in no way diminish Contractor's responsibilities as provided in Section 5.3 above.

Section 5.6. Contractor shall have the right and license to enter upon Railway's premises to the extent necessary to perform the Work, but only at such points or places specified in and in accordance with any instructions given by the Engineer. Before entering upon or making use of any private property in connection with the Work, Contractor, at Contractor's sole cost and expense, shall obtain and file with the Engineer, the written permission of the owner of such property for such use, and after vacating such private property shall furnish the Engineer a properly executed release by the owner of such property from any consequence of such use.

Section 5.7. Contractor shall be represented at all times at the Project Site by a competent superintendent acceptable to the Engineer. Contractor shall at all times enforce strict discipline and good order among its employees.

Section 5.8. Except as provided in Section 3.5(b) of this Agreement with respect to train operations, Contractor shall furnish and maintain, at its own cost and expense and to the satisfaction of Engineer, all requisite watchmen, flagmen, lights, barricades, safeguards, fences and other facilities for the protection of the Work and the safety of the general public and of employees of Railway and of Contractor.

Section 5.9. Contractor shall cause the results of all independently performed field and laboratory tests to be furnished directly to the Engineer.

Section 5.10. All Work, materials, tools and appliances must be at all times open to inspection, acceptance or rejection by the Engineer, at the Project Site, or at other locations used in connection with the Work. Contractor must provide reasonable and necessary facilities for such inspection, including whatever samples may be required for making tests and examinations.

ARTICLE VI – PERFORMANCE

Section 6.1. Time is of the essence of this Agreement, and all dates, deadlines and time limits must be strictly followed and met. The starting times and hours of the performance of the Work by Contractor's employees may be varied at the discretion of the Engineer to meet Railway's operating and administrative requirements. Night work may be required to complete the Work on schedule, and if required, Contractor shall provide ample and suitable lighting for performance of the Work at Contractor's cost. Contractor shall not be entitled to additional compensation for work at night, during legal holidays, or at other than regular business or construction hours.

Section 6.2. Contractor shall complete any portion or portions of the Work in such order as the Engineer may require. Railway shall have the right to take possession of and use any completed or partially completed portions of the Work, even though the time for completing the entire Work or such portions thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of the Work so taken or used or any part thereof. If such prior use delays the Work, Contractor may be entitled to an extension of time. Extensions of time will be granted at the discretion of Railway and only upon written application by Contractor to the Engineer within seven (7) days of the date that delay is encountered. If such delay increases Contractor's costs, Contractor may be entitled to extra compensation, as may be determined by Railway after receipt from Contractor of a timely written application.

Section 6.3. Wherever Work being performed by Railway forces or by other contractors is contiguous to Work covered by this Agreement, the respective rights of the various interests involved shall be established by the Engineer.

Section 6.4. In the event of fire, strikes, labor disputes or other causes beyond the reasonable control of the parties which temporarily prevent or interfere with the performance of the Work, the parties' obligations to perform hereunder shall be suspended until the Work can be resumed. Railway shall not be liable for any damages or loss of anticipated profits on account of the Work being suspended, or for any Work done during the interval of suspension. Nothing in this paragraph shall be deemed to prevent Railway from exercising at any time its right to cancel under other provisions of this Agreement.

Section 6.5. Railway shall have the right at any time and for any reason to cancel this Agreement or any outstanding Service Order upon giving written notice to Contractor, in which event Contractor shall be entitled to receive an amount estimated by the Engineer to compensate Contractor for Work performed but not already paid to Contractor. Notwithstanding the foregoing or any other language in this Agreement to the contrary, in no event shall the money paid by Railway to Contractor under this Section exceed the full price established by the applicable Service Order, and Railway shall be entitled to withhold payment of amounts payable under this Section 6.5 to the extent provided in Section 7.5 and 7.6 hereof.

Section 6.6. If Contractor, in the opinion of the Engineer, shall at any time fail to comply with any provision of this Agreement or any outstanding Service Order, Railway may provide Contractor with ten (10) days' written notice requiring Contractor to remedy such failure. If Contractor has failed to remedy such failure at the end of such ten day period, Railway may, at its option, terminate this Agreement and relet the whole or any part of the unfinished Work without further notice to Contractor, or may take possession of Contractor's equipment, materials, tools and supplies located on the Project Site and employ such forces as may be necessary to finish all or any part of the Work. To the extent that the whole or any part of the Work is relet or undertaken by Railway as provided herein, Contractor shall be responsible for

the full cost to Railway of such work. The cost of work undertaken by Railway shall be deemed to equal the direct cost thereof to Railway plus 10 percent for overhead expense. The foregoing remedy shall not be exclusive of, but in addition to, any other remedies available at law or in equity.

Section 6.7. Work shall be inspected for acceptance by Railway promptly upon receipt of written notice from Contractor that the Work is ready for such inspection; provided, however, that Railway shall not be obligated to accept any part or parts of the Work until the Work as a whole shall have been completed and, provided further, that neither party hereto shall be relieved by any such acceptance of any unperformed obligation which shall have accrued hereunder prior to such acceptance. Notwithstanding anything to the contrary herein, acceptance by Railway of all or any part of the Work shall not constitute any waiver or relinquishment of any warranty, right or remedy with respect to defects not apparent or discoverable upon reasonable inspection.

ARTICLE VII – COMPENSATION

Section 7.1. For the Emergency Work and any Supplemental Work performed pursuant to this Agreement, Railway shall compensate Contractor, unless specified otherwise in the Service Order, on a time and materials basis in accordance with the rates and terms set forth in Exhibit A.

Section 7.2. [REDACTED]

Section 7.3.

(i) Unless otherwise specified, Contractor shall be responsible for and pay all sales and use taxes assessed, under any Federal, State or local law in effect during the term of the Agreement, against any materials, tools, supplies, services and equipment furnished directly by Contractor and used in carrying out the Work.

(ii) Notwithstanding anything to the contrary contained elsewhere in this Agreement, as a condition precedent to any amounts owed by Railway under this Agreement to Contractor becoming due, Contractor must first provide Railway with a current, properly completed, executed, and dated IRS Form W-8 or IRS Form W-9, as applicable, or such successor form as may be prescribed by the U.S. Internal Revenue Service, that eliminates any withholding tax obligation on Railway. If at any time during the term of this Agreement such IRS Form W-8 or IRS Form W-9 shall expire or otherwise become invalid, Railway shall have no obligation to make any further payment for any amounts due under this Agreement until such time as Contractor provides Railway with a current, properly completed, executed, and dated IRS Form W-8 or IRS Form W-9, as applicable, or such successor form as may be prescribed by the U.S. Internal Revenue Service, that eliminates any withholding tax obligation on Railway.

Section 7.4. Upon the completion and acceptance of the Work in accordance with Section 6.7 above, Contractor shall submit a final invoice reflecting the compensation payable hereunder. The undisputed portion of such final invoice shall be paid to Contractor promptly thereafter.

Section 7.5. Railway shall have the right to apply any sums due or to become due to Contractor under this Agreement in payment of any liabilities of Contractor, or of any

subcontractor, to Railway for freight charges, rental of equipment, furnishing labor, materials or supplies, or for any other charges originating from or in connection with this Agreement.

Section 7.6. Before any payment is made hereunder, if requested by Railway, Contractor shall furnish satisfactory evidence, including but not limited to final releases, waivers of liens and contractor/subcontractor affidavits, that (i) all payrolls and other obligations outstanding for labor, bills for materials and other indebtedness in connection with the Work ("Indebtedness") have been paid (ii) all liens, claims, demands or suits for labor performed or materials or supplies furnished in connection with the Work ("Liens") have been released, dismissed or satisfied and (iii) any other claims arising out of or in connection with Contractor's performance under this Agreement made against Railway by any person other than Contractor ("Other Claims") have been released, dismissed or satisfied. Railway may withhold from any payment otherwise required hereunder such sums as Railway may deem ample to protect it against and assure payment of any Indebtedness, Liens and Other Claims until it receives adequate assurance of the payment, release, dismissal or satisfaction thereof. Alternatively, Railway may apply such sums in such manner as Railway may deem proper for such protection and assurance. Such application shall be deemed payments for Contractor's account.

Section 7.7. Contractor shall furnish daily or other periodic statements of labor, material and equipment as to each item of Work performed, showing hours worked and rates for the various classes of labor for approval by the Engineer. Upon completion of the Work, Contractor shall furnish to the Engineer a complete list of unit quantities, unit costs and such other information as may be required by Railway to comply with its accounting requirements. If required, Contractor shall furnish Railway plans of sampling and/or monitoring locations and site-specific drawings covering the Project Site.

Section 7.8. During the term of this Agreement and for eighteen (18) months thereafter, Railway and its duly authorized representatives shall be permitted access, within a reasonable time after request, to Contractor's books, records, accounts and other related documentation, pertaining to any Work performed by Contractor under this Agreement for the purpose of auditing and verifying the cost of said Work or payments made under this Agreement.

ARTICLE VIII – INDEMNIFICATION

Section 8.1. (a) Contractor shall indemnify and hold harmless the Indemnified Parties from and against any and all liability, damages, claims, suits, judgments, costs and expenses (including litigation costs, investigation costs, reasonable attorney fees, environmental clean-up costs and, in the case of sub-section (ii) below, royalties), fines, penalties and losses arising from or in connection with:

(i)(A) any alleged damage to or loss of property of Contractor, its officers, employees, agents or subcontractors (each a "Contractor Party") or loss of life of or personal injury to any Contractor Party arising from, incident to or occurring in connection with the performance by Contractor of this Contract or the presence of any Contractor Party on the property of Railway, unless such loss of life, personal injury or property loss or damage was caused solely by the negligence or intentional misconduct of Railway; provided, however, that if, under the law applicable to enforcement of this Contract, an agreement to indemnify against the indemnified party's own negligence is invalid, then in that event Contractor's obligation to indemnify the Indemnified Parties under this Section shall be reduced in proportion to the negligence of Railway, if any, that proximately contributed to such loss of life, personal injury or property loss or damage;

(B) except with respect to persons and property covered by subsection (i)(A) above, any actual or alleged loss of life of or personal injury to any person or the loss of or damage to

any property arising from, incident to or in connection with the negligent acts or omissions or willful misconduct of any Contractor Party, except to the extent that the property loss or damage or personal injury or death was caused by the negligence or intentional misconduct of Railway;

(ii) any alleged infringement of intellectual property rights arising from the use of any of the articles, materials, equipment or designs furnished in connection with the Work or named in this Contract or in the Contract Documents;

(iii) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of any Contractor Party related in any way to this Contract or from any other act or omission of any Contractor Party contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Railway without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; and

(iv) in addition to the obligations covered by subsection (i) above, which are not modified by this subsection (iv), any other alleged injury or harm to any Contractor Party that is incident to or occurs in connection with the performance by Contractor of this Contract or the presence of any Contractor Party on the property of Railway, except where such injury or harm results from any judicially determined violation of law by any Indemnified Party.

(c) No causes of action, defenses or claims of Contractor against Railway shall derogate from or in any way invalidate or offset or prevent the enforcement of the obligations of Contractor under this Section.

(d) The terms "Indemnified Parties" and "Indemnified Party" shall mean and include, collectively and singularly, NSR and the NSR Affiliates (including Conrail Inc. and its affiliated companies) and its and their respective directors, officers, employees and agents.

ARTICLE IX – INSURANCE

Section 9.1 Contractor, shall at its expense, obtain and maintain during the period of this Agreement, in a form and with companies satisfactory to Railway, the following insurance coverages:

(a) Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Contractor's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(b) Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(c) Commercial General Liability Insurance with a combined single limit of not less than \$5,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Agreement. The contractual liability coverage shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard. The policy shall not deny any obligation of the insured under the Federal Employers Liability Act, as amended. In addition,

said policy or policies shall be endorsed to name NSR and the NSR Affiliates (specifically, NSR's parent, affiliated and subsidiary companies) as an additional insured and shall include a severability of interests provision;

(d) Automobile Liability Insurance with a combined single limit of not less than \$5,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name NSR and the NSR Affiliates (specifically, NSR's parent, affiliated and subsidiary companies) as an additional insured and shall include a severability of interests provision, and shall include endorsement form MCS-90;

(e) Contractor's Pollution Liability Insurance with a limit of not less than \$1,000,000 per claim. Said policy or policies shall be endorsed to name NSR and the NSR Affiliates (specifically, NSR's parent, affiliated and subsidiary companies) as an additional insured and shall include a severability of interests provision.

(f) Errors and Omissions Insurance with a limit of not less than \$1,000,000 each claim.

Contractor shall furnish certificates of insurance to Railway's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191, certifying the existence of such insurance. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits without (30) days advance written notice to Railway.

The insurance coverage required herein shall in no way limit Contractor's liability under this Agreement.

ARTICLE X – CONFIDENTIALITY

Section 10.1. During or subsequent to the term of this Agreement, Railway and Contractor (including both parties' employees, officers, agents and directors) shall treat as confidential and proprietary and not disclose to others without in each instance securing the prior written consent of the other party, except as is necessary to perform the Work under 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 photographs, video and/or audio recordings, technical information, experience or data), obtained (i) in the course of the performance of the Work, including information regarding any derailment and information regarding any release of hazardous or non-hazardous substances into the environment on or off Railway's property, including any Work performed or to be performed by Contractor hereunder, and (ii) regarding either party's plans, operations or customers, which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement (collectively, the "Confidential Information"). For the avoidance of doubt, it is expressly acknowledged and agreed that any posting of Confidential Information on Facebook, Twitter, Instagram or any other social media site shall be deemed a material breach of this Agreement. Each party shall be responsible for any violation of the terms of this Agreement by any of its employees, subcontractors or agents, even if such violation occurs after such employee's, subcontractor's or agent's relationship with such party is terminated.

Section 10.2. Information shall not be considered to be Confidential Information for purposes of this Article X to the extent that such information (i) was in the receiving party's possession or

was known to the receiving party prior to receipt hereunder; (ii) was independently developed by the receiving party without the utilization of such confidential information; (iii) is or becomes public knowledge other than as a result of action of the receiving party; (iv) is or becomes available to the receiving party from a source, other than the disclosing party, that does not owe a duty of confidentiality to the disclosing party and is not otherwise prohibited by law or by agreement from making such disclosure; or (v) is required to be disclosed pursuant to applicable law or government regulation or an enforceable written order by a court of competent jurisdiction, provided that the disclosing party is given prompt notice of such law, regulation or judicial action and is afforded an opportunity to intervene and prevent or limit the disclosure by Railway. All obligations and restrictions hereunder with respect to confidential and proprietary information shall expire five (5) years after the date hereof.

Section 10.3. The parties acknowledge that money damages alone would not be a sufficient remedy for breach of this Article X and, accordingly, the adversely affected party shall be entitled, in addition to any other remedies at law or in equity otherwise available to it, to seek specific performance and injunctive relief as a remedy for any such breach without the need to prove actual damages.

ARTICLE XI – MISCELLANEOUS

Section 11.1. Contractor shall be and remain an original and independent party hereunder, and all matters to be performed by Contractor shall be in its own separate business, under its management, supervision and direction. Contractor shall employ, pay from its own funds and discharge all persons engaged in the performance of the Work, and all such persons shall be and remain the sole employees of Contractor. Nothing contained in this Agreement is intended to create a joint venture or to constitute either party as agent (for any purpose) of the other.

Section 11.2. Contractor shall submit to the Engineer for approval a list of subcontractors showing the Work proposed to be assigned to each, and no subcontract for any part of the Work shall be awarded to any party without approval of the Engineer. Such approval shall not release or relieve Contractor from any of its obligations and liabilities under this Agreement. Upon written request of the Engineer, Contractor shall terminate the employment of any subcontractor who shall, in the opinion of the Engineer, fail to perform the Work undertaken by Contractor in a satisfactory manner and appropriate provisions to this effect shall be incorporated in all subcontracts. The provisions of this Agreement shall be incorporated, by reference, in all subcontracts and if so required by the Engineer, Contractor shall furnish to the Engineer a written statement, properly endorsed by the subcontractor in question, that this has been done, before any subcontractor shall begin the Work.

Section 11.3. Contractor shall comply with all applicable federal, State and local laws, ordinances, regulations, standards and codes in any way relating to worker safety. Without any limitation to the foregoing, Contractor shall ensure that its employees shall use appropriate NIOSH or MSHA approved personal protective equipment whenever they are exposed to one or more potentially harmful airborne contaminants, such as dust, fumes, mists, sprays, gases or vapors in excess of regulatory permissible exposure limits.

Section 11.4. In the event Contractor receives a notice, warning, citation, or other correspondence from a government agency in connection with the Work, Contractor shall immediately notify the Engineer. Should government representatives endeavor to inspect Project Site, or records or facilities relating to the Work, Railway shall notify the Engineer prior to allowing access to the site.

Section 11.5. If the Work or any part of the Project Site becomes subject to any lien or encumbrance chargeable to or through Contractor, Contractor shall immediately cause such lien or encumbrance to be discharged and released of record without cost to Railway. Railway may apply any sums due or to become due to Contractor hereunder to discharge any such lien or encumbrance or in payment of any liabilities of Contractor to Railway arising in connection with this Agreement or the Work.

Section 11.6. Neither party shall assign this Agreement or any part thereof nor any rights hereunder without the written consent of the other party. Such consent shall not release or relieve either party from any of its obligations or liabilities under this Agreement.

Section 11.7. Notice to be given by Railway to Contractor under this Agreement shall be deemed to be given if delivered to a person in charge of an office used by Contractor, or to its representative at or near the Project Site, or deposited in the U. S. Mails, postpaid, addressed to Contractor at its last known place of business. Notice to be given by Contractor to Railway under this Agreement shall be deemed to be given when deposited in the U. S. Mails, postpaid, and delivered to Railway, to the attention of the Engineer or such other officer as may be designated in writing by Railway. Copies of all notices to the Engineer shall be simultaneously sent to the appropriate officer in Railway's Material Management Department.

Section 11.8. No waiver on the part of Railway or the Engineer, of any term, provision or covenant of this Agreement, shall constitute a precedent, nor bind Railway or the Engineer, to continue waiving such term, provision or covenant, or to waive any succeeding breach of the same or any other of the terms, provisions or covenants of this Agreement. No waiver or purported waiver on the part of Railway shall be deemed to bind Railway unless made in writing and signed by an authorized representative of Railway.

Section 11.9. It is expressly understood that the indemnification obligations set forth in this Agreement cover claims by Contractor's employees, agents, independent contractors and other representatives, and Contractor expressly waives any defense to such indemnification obligations, and any subrogation rights, available under any applicable laws, rules or regulations, including without limitation the workers' compensation laws of any state. Specifically, in the event that all or a portion of the Work is to be performed within the State of Ohio, the following provision shall be applicable. "Contractor, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code."

Section 11.10. If any provision of this Agreement or any part of any provision, should become or be found to be invalid or unenforceable, the remaining provisions and parts hereof shall continue to be fully effective and enforceable.

Section 11.11.

(a) Each of the parties (i) consents to submit itself to the personal jurisdiction of any state court located in the City of Norfolk, Virginia or the U.S. District Court for the Eastern District of Virginia (and appellate courts from any of the foregoing) (the "Chosen Courts") in the event any dispute arises out of this Contract or the transactions contemplated by this Contract, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any Chosen Court and (iii) agrees that any action relating to this Contract

or the transactions contemplated by this Contract shall be brought exclusively in the Chosen Courts.

(b) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

Section 11.12. If two or more persons, corporations or entities are shown as the "Contractor" in the preamble of this Agreement, all liability, obligation and responsibility imposed on Contractor hereunder shall be joint and several.

Section 11.13. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, shall be binding on either party unless hereafter made in writing stating that it is intended as a change to this Agreement and signed by an authorized representative of both parties.

Section 11.14. The laws of the Commonwealth of Virginia shall govern the construction and interpretation of this Agreement and all rights and obligations of the parties under it, except that the legal effect of any indemnity obligation under this Agreement for claims arising from personal injury or property damage shall be governed by the law of the state in which that personal injury or property damage occurred.

Section 11.15. This Agreement shall become effective on the date first entered above, and the Agreement shall remain in effect for a term of one year. This Agreement shall automatically renew for additional one year terms unless Contractor provides notice to Railway at least ninety (90) days before the expiration of the then current term that Contractor does not wish to renew the Agreement. Nothing herein shall effect Railway's right to terminate this Agreement pursuant to Article VI.

Section 11.16. Railway reserves the right to temporarily or permanently bar from Railway's property any of Contractor's employees, servants or agents ("Workers") who have failed, in Railway's sole discretion, to act safely, respectfully, responsibly, professionally, and/or in a manner consistent with Railway's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason. Railway shall not be required to specify either the basis for its decision or which objections, if any, it has to the barred individual(s). The decision to bar one or more of Contractor's Workers from Railway property shall not be interpreted as a request for Contractor to fire the individual(s). Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, demands, suits, liability, damages, losses, costs (including, but not limited to, attorneys' fees) and expenses arising from or in connection with (a) any allegation that Railway is an employer or joint employer of one of Contractor's Workers or is liable for related employment benefits or tax withholdings or (b) Railway's decision to bar or exclude one of Contractor's Workers from Railway's property.

Section 11.17. If this Agreement has been issued by Railway as agent for another company ("Principal Company") regardless of whether that Principal Company is a subsidiary, affiliate or company for which Railway acts as a service provider for certain administrative services under a service provider agreement, "Railway" for the purposes of this Agreement shall not mean only Railway, its subsidiaries and affiliates but also the Principal Company, its subsidiaries and affiliates. In such case, neither Railway nor any of its own subsidiaries or affiliates shall have individual corporate liability hereunder. Notwithstanding such notice of the status as agent, Railway shall have full authority with regard to this Agreement, including, without limitation,

authority to demand and/or enforce any of the Principal Company's rights hereunder and to perform, as agent, any act required or expected of the Principal Company under or in connection with this Agreement.

Section 11.18.

(a) Unless otherwise specified, Contractor shall secure background investigations of its employees through e-VERIFY.com who will or might enter upon the property of Railway. Nothing in this background investigation requirement is to be taken as preventing Contractor from hiring any particular individual or requiring Contractor to terminate such individual if already hired; however, Contractor understands and acknowledges that a successful background investigation is a mandatory requirement to enable the individual Contractor employee to enter upon the property of Railway. Contractor employees successfully undergoing the background investigation will be issued a picture identification card which will be required for Contractor's employees to enter and work on Railway's property or perform the Work. Contractor employees without the identification card will not be allowed to work on Railway's property. Employees leaving the employment of Contractor must surrender the identification card to either Contractor or to Railway. Although Railway has negotiated on the behalf of Contractor standard volume rates with e-VERIFY.com for the investigations, identifications cards and other products, all charges incurred in the use of e-VERIFY services and products are the sole responsibility of Contractor. Notwithstanding any provision of this Agreement, if any, that permits Contractor to seek reimbursement of travel and other expenses from Railway, the e-VERIFY.com charges are not included among such reimbursable expenses. Contractor has considered such charges as a part of its overhead costs in determining its price proposals. Contractor shall execute e-VERIFY.com's standard Subscriber Agreement – failure to do so voids this Agreement. Contractor agrees to comply with all applicable federal and state laws, rules and regulations applicable to background investigations of employees (including, but not limited to, appeal rights and the protection of employee personal information).

(b) In the event that Railway ceases the use of e-VERIFY.com for background investigations or switches to another similar service, Contractor will be notified by Railway of the termination and/or transfer. In the event that Railway switches to another vendor for similar services the requirements of this Section 11.18 shall apply to Contractor with regard to the use of the alternative vendor's services.

(c) Railway does not warrant or guarantee either the accuracy or completeness of the services performed by e-VERIFY.com; and Railway shall have no responsibility to Contractor for the services performed by e-VERIFY.com. Contractor uses such services as between Railway and contractor solely at the risk of Contractor. Railway leaves it to the sole discretion of Contractor as to performing other background investigations of Contractor's employees.

Section 11.19. Contractor shall report to Railway, on a quarterly basis, the dollar value of all labor, equipment, tools, supplies, and other materials purchased from any certified minority or women-owned business ("DBE") in connection with Contractor's performance of the Services and/or provision of Materials. Such reports shall include the name of each DBE, its type, and the dollar value of the labor, equipment, tools, supplies, and other materials purchased from such DBE. The reports required hereunder shall be sent to Railway at supplier.request@nscorp.com within 30 days of the end of each quarter or such other time as

may be agreed between Railway and Contractor. Railway reserves the right to supplement this provision at any time.

Section 11.20. In the case of any expenditure for entertainment, amusement, recreation, food or beverages made by Contractor in performing services for Norfolk Southern under a reimbursement or other expense allowance arrangement, Contractor shall at all times be subject to the limitations on deductions described in sections 274(a) and 274(n)(1) of the Internal Revenue Code of 1986, as amended. The preceding sentence is intended to expressly identify the Contractor as the party subject to the limitations of sections 274(a) and 274(n)(1) of the Code, as contemplated by Treasury Regulation § 1.274-2(f)(2)(iv)(C).

Section 11.21. Contractor and any subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Contractor acknowledges and represents that it complies with the requirement in 41 CFR 60-1.8 and that it has been notified of the requirement to certify it does not maintain segregated facilities and will not permit its employees to perform services at segregated facilities, and Contractor agrees to obtain similar certification from its subcontractors prior to award of any subcontracts in connection with this Agreement.

Section 11.22. All references herein to "Articles" and "Sections" shall refer to corresponding provisions of this Contract. Whenever the words "include," "includes" or "including" are used in this Contract, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. The headings contained in this Contract are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Contract. The parties have participated jointly in the negotiation and drafting of this Contract, and in the event of an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**NORFOLK SOUTHERN RAILWAY
COMPANY ["Railway"]**
for itself and on behalf of its parent,
affiliated and subsidiary companies

Specialized Professional Services, Inc.
["Contractor"]

By: _____

Title: Authorized Agent

By: _____

Title: President

**EXHIBIT A
SCHEDULE OF PRICES AND CONDITIONS**

The following Schedule of Prices and Conditions will govern and remain firm Railway and Contractor during the three (3) year term of this Contract:

	<i>EMERGENCY RESPONSE</i>	<i>Unit of Issue</i>	<i>SPSI Rates</i>
PR 1 ER	Principal	hr	
PR 1 OT ER	Principal Overtime	hr	
PR 1 PR ER	Principal Premium	hr	
PR 1 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 2 ER	Incident Commander	hr	
PR 2 OT ER	Incident Commander Overtime	hr	
PR2 PR ER	Incident Commander Premium	hr	
PR 2 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 7 ER	Supervisor	hr	
PR 7 OT ER	Supervisor Overtime	hr	
PR7 PR ER	Supervisor Premium	hr	
PR 7 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 9 ER	Welder	hr	
PR 9 OT ER	Welder Overtime	hr	
PR9 PR ER	Welder Premium	hr	
PR 9 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 12 ER	Safety Director	hr	
PR 12 OT ER	Safety Director Overtime	hr	
PR12 PR ER	Safety Director Premium	hr	
PR 12 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 13 ER	Health and Safety Officer	hr	
PR 13 OT ER	Health and Safety Officer Overtime	hr	
PR13 PR ER	Health and Safety Officer Premium	hr	
PR 13 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 14 ER	Chemist	hr	
PR 14 OT ER	Chemist Overtime	hr	
PR14 PR ER	Chemist Premium	hr	
PR 14 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 15 ER	Disposal Coordinator	hr	
PR 15 OT ER	Disposal Coordinator Overtime	hr	
PR15 PR ER	Disposal Coordinator Premium	hr	
PR 15 Sur ER	Surcharge for Level A B and IDLH	hr	
PR 16 ER	Response Manager	hr	
PR 16 OT ER	Response Manager Overtime	hr	

PR16 PR ER	Response Manager Premium	hr
PR 16 Sur ER	Surcharge for Level A B and IDLH	hr
PR 17 ER	Response Foreman	hr
PR 17 OT ER	Response Foreman Overtime	hr
PR17 PR ER	Response Foreman Premium	hr
PR 17 Sur ER	Surcharge for Level A B and IDLH	hr
PR 18 ER	Response Technician	hr
PR 18 OT ER	Response Technician Overtime	hr
PR18 PR ER	Response Technician Premium	hr
PR 18 Sur ER	Surcharge for Level A B and IDLH	hr
PR 19 ER	Equipment Operator	hr
PR 19 OT ER	Equipment Operator Overtime	hr
PR19 PR ER	Equipment Operator Premium	hr
PR 19 Sur ER	Surcharge for Level A B and IDLH	hr
PR 21 ER	Project Superintendent	hr
PR 21 OT ER	Project Superintendent Overtime	hr
PR21 PR ER	Project Superintendent Premium	hr
PR 21 Sur ER	Surcharge for Level A B and IDLH	hr
PR 23 ER	Project Administrator	hr
PR 23 OT ER	Project Administrator Overtime	hr
PR23 PR ER	Project Administrator Premium	hr
PR 24 ER	Clerk	hr
PR 24 OT ER	Clerk Overtime	hr
PR 24 PR ER	Clerk Premium	hr
PR 28 ER	Operations Supervisor	hr
PR 28 OT ER	Operations Supervisor Overtime	hr
PR 28 PR ER	Operations Supervisor Premium	hr
PR 28 Sur ER	Surcharge for Level A B and IDLH	hr
PR 29 ER	Per diem	day
PR 30 ER	Lodging expenses are paid at actual invoice cost	
PR 32 ER	Specialist - High Hazards/Chemical Transfer	hr
PR 32 OT ER	Specialist - High Hazards/Chemical Transfer Overtime	hr
PR 32 PR ER	Specialist - High Hazards/Chemical Transfer Premium	hr
PR 32 Sur ER	Surcharge for Level A B and IDLH	hr
PR 36 ER	Technician High Hazards/Chemical Transfer	hr
PR 36 OT ER	Technician High Hazards/Chemical Transfer Overtime	hr
PR 36 PR ER	Technician High Hazards/Chemical Transfer Premium	hr
PR 36 Sur ER	Surcharge for Level A B and IDLH	hr
PR 37 ER	Project Accountant	hr
PR 37 OT ER	Project Accountant Overtime	hr
PR 37 PR ER	Project Accountant Premium	hr
PR 39 ER	Senior Chemist, EH&S Professional, Command Staff Advisor, Senior Safety Manager, ST	hr

PR 14 Indus	Chemist	hr
PR 14 OT Indus	Chemist Overtime	hr
PR14 PR Indus	Chemist Premium	hr
PR 14 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 15 Indus	Disposal Coordinator	hr
PR 15 OT Indus	Disposal Coordinator Overtime	hr
PR15 PR Indus	Disposal Coordinator Premium	hr
PR 15 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 16 Indus	Response Manager	hr
PR 16 OT Indus	Response Manager Overtime	hr
PR16 PR Indus	Response Manager Premium	hr
PR 16 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 17 Indus	Response Foreman	hr
PR 17 OT Indus	Response Foreman Overtime	hr
PR17 PR Indus	Response Foreman Premium	hr
PR 17 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 18 Indus	Response Technician	hr
PR 18 OT Indus	Response Technician Overtime	hr
PR18 PR Indus	Response Technician Premium	hr
PR 18 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 19 Indus	Equipment Operator	hr
PR 19 OT Indus	Equipment Operator Overtime	hr
PR19 PR Indus	Equipment Operator Premium	hr
PR 19 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 20 Indus	Project Manager	hr
PR 20 OT Indus	Project Manager Overtime	hr
PR20 PR Indus	Project Manager Premium	hr
PR 20 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 21 Indus	Project Superintendent	hr
PR 21 OT Indus	Project Superintendent Overtime	hr
PR21 PR Indus	Project Superintendent Premium	hr
PR 21 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 22 Indus	Technician	hr
PR 22 OT Indus	Technician Overtime	hr
PR 22 PR Indus	Technician Premium	hr
PR 22 Sur Indus	Surcharge for Level A B and IDLH	hr
PR 23 Indus	Project Administrator	hr
PR 23 OT Indus	Project Administrator Overtime	hr
PR23 PR Indus	Project Administrator Premium	hr
PR 24 Indus	Clerk	hr
PR 24 OT Indus	Clerk Overtime	hr
PR 24 PR Indus	Clerk Premium	hr

V24 monthly	Semi Tractor monthly	month
V42 hourly	All terrain vehicle hourly	hour
V42 daily	All terrain vehicle daily	day
V43 hourly	F550-4X4 Diesel Utility Truck	hour
V43 daily	F550-4X4 Diesel Utility Truck	day
V43 weekly	F550-4X4 Diesel Utility Truck	week
V45	Mileage charge to transport to site	mile
V46	Frame Truck	per hour
V47	Service Truck	per hour
V53	Pick-up Truck (Crew Cab 1 Ton)	per hour
V58	1 Ton Flatbed (Crew Cab w/4 Wheel Drive)	per hour
V65	Vehicle Use - Pick-ups, Vans, Cars	per mile
V66	Vehicle Use - Large Trucks	per mile
	<i>Trailers and Storage Vessels</i>	
T4	Equipment Trailer 18' to 28'	day
T10	Tank cleaning trailer	day
T12	Decon Unit 4 shower	day
T16	Poly Storage Tank 280 ga	day
T17	Fuel Tank < 1000 ga	day
STO1	Frac Tank 21000 ga	day
STO3	1500 to 2000 ga poly tank	day
STO4	3000 ga poly tank	day
STO9	Vacuum Box	day
T22	Mobile Command Center	per day
T23	Emergency Response Trailer (12' to 14')	per hour
T24	Emergency Response Trailer (24')	per hour
T25	Emergency Response Trailer (32')	per hour
T26	Chemical Transfer Trailer	per hour
T27	Boom Trailer 18' (Boom not included)	per hour
T33	Flat Trailer (12'-16')	per hour
	<i>Heavy Equipment excludes Operator</i>	
HE4 hourly	Backhoe with extened hoe hourly	hour
HE4 daily	Backhoe with extened hoe daily	day
HE4 weekly	Backhoe with extened hoe weekly	week
HE7 hourly	Forklift warehouse hourly	hour
HE7 daily	Forklift warehouse daily	day
HE7 weekly	Forklift warehouse weekly	week
HE9 hourly	Rubber tired backhoe ie Cat 416 hourly	hour
HE9 daily	Rubber tired backhoe ie Cat 416 daily	day
HE9 weekly	Rubber tired backhoe ie Cat 416 weekly	week

HE12 hourly	Skid Loader hourly	hour
HE12 daily	Skid Loader daily	day
HE12 weekly	Skid Loader weekly	week
HE16 hourly	Uniloader with Drum Gripper hourly	hour
HE16 daily	Uniloader with Drum Gripper daily	day
HE16 weekly	Uniloader with Drum Gripper weekly	week
HE 20 hourly	Farm tractor	hour
HE 20 daily	Farm tractor	day
HE 20 weekly	Farm tractor	week
HE 21 hourly	brush hog	hour
HE 21 daily	brush hog	day
HE 21 weekly	brush hog	week
HE22	Mileage charge to transport to site	mile
HE27	Bobcat Sweeper Attachment (when rented w/Bobcat)	per hour
HE28	Bobcat Sweeper Brush Wear in addition to Sweeper Rental	per inch diameter
HE29	Bobcat Fork Attachment (when rented with Bobcat)	per hour
HE30	Bobcat Trailer (when rented with Bobcat)	per hour
HE33	1/2 Yard Skid Steer	per hour
HE46	Double Barrel Fork Lift Grappler	per day
	<i>Light Equipment</i>	
LE1	Air compressor 185 cfm	per day
LE2	Air compressor 135 cfm	per day
LE3	Diaphragm Pump 3"	per day
LE4	Diaphragm Pump 2"	per day
LE5	Trash Pump 2" 3" Gas Powered	per day
LE6	Drum Pump	per day
LE7	Gas Torch Oxy acetylene	per day
LE8	Light Tower	per day
LE9	Light stand	per day
LE15	Reciprocating saw Sawzall	per day
LE16	Chainsaw	per day
LE20	Portable Generator 5000 to 8499 watts	per day
LE21	Portable Generator 8500 to 10000 watts	per day
LE 22	electric drill	per day
LE37	Drum Vacuum - single head	per day
LE38	Drum Vacuum - dual head	per day
	<i>Pumps</i>	
P1	3/4" Pacer Hand Pump	per day
P2	3/4" Oil/ PCB Pump	per day

P3	1 1/4" and smaller double Diaphragm pump	per day
P4	Wash down pump	per day
P6	2" Stainless Steel Double Diaphragm pump	per day
P8	2" Submersible Pump	per day
P10	2" Trash Pump	per day
P11	3" Aluminum Double Diaphragm pump	per day
P13	3" Trash Pump	per day
P14	2" Polly Double Diaphragm Pump	per day
P19	3" STAINLESS STEEL DOUBLE DIAPHRAGM	per day
P21	4" POPPIT PUMP Sludgemaster	per day
P23	HIGH VOLUME TRANSFER PUMP PETRO	per day
P24	HIGH VOLUME TRANSFER PUMP CHEMICAL	per day
P26	DRUM SKIMMER 36"	per day
P27	DRUM SKIMMER 72"	per day
P34	1" electric transfer pump	per day
P35	1" double diaphragm pump	per day
P36	Shower Filtration Pump	per day
P39	B-K Hand Pump	per day + rebuild
P41	PVC Siphon Pump	per day + rebuild
P42	Manta Ray Skimmer	per day
P47	Rotary Vain Pump (3")	per day + rebuild
P48	Corken Compressor	per day + rebuild
P49	Standard Fittings Charge for Transfer	per day
	<i>Specialized Equipment</i>	
SE1	Photoionization Detector PID	per day
SE3	Three or Four gas meter O2 LEL H2S CO	per day
SE4	Drager Pump	per day
SE5	Drager Pump Tubes	per day
SE6	Mercury Vapor Analyser & Spill Kit	per day
SE7	Mercury Vacuum	per day
SE8	Personal Air Sampling Pump	per day
SE9	Airline Respirator	per day
SE10	Full face Air Purifying Respirators	per day
SE11	Portable Eyewash	per day
SE12	Full body safety harness	per day
SE13	Rope Ladder	per day
SE14	Explosion proof lights	per day
SE15	Cooling Vests	per day
SE16	Non sparking hand tools	per day
SE20	Coppus Blower 12"	per day

SE21	Breathing Air Compressor	per day
SE24	Drum Thief disposable	per day
SE26	Digital Camera	per day
SE34	Breathing Air Line - per section	per day
SE35	Personnel Retrieval System	per day
SE36	Cascade Air System (per man)	per day
SE38	Portable H.P. Vessel	per day
SE40	First Aid Station (per day plus expendables)	per day
SE41	Life Jackets (each)	per day
SE42	Lanyards (each)	per day
SE43	SCBA Bottles - Refills (each)	each
SE44	HazHammock	per day
SE44A	Betts Emergency Unloading Fixture	per day
SE45	Mercury Spill Kit	per day
SE46	GFI Circuit Panel Boards	per day
SE47	GFCI Plugs	per day
SE48	Tent	per day
SE49	Battery Charger	per day
SE50	Water Heater	per day
SE51	Space Heater	per day
SE52	Pipe Threader/Tripart Pipe Stand/Roller Stand	per day
SE53	Portable Lights	per day
SE54	Water Cooler	per day
SE57	Pump Sprayer	per day
SE59	Sand Blaster	per day
SE64	Scaffolding & Rigging (per section)	per day
SE65	Air Blower	per day
SE66	Skill Saw	per day
SE67	Cut Off Saw	per day
SE71	36" DOT Traffic Cone	per day
SE75	Ventilator	per day
SE77	Drum Wrench	per day
SE80	Shop Vac	per day
SE81	HEPA Vac	per day
SE84	Tanker Taping Kit	per day
SE85	Dome Clamps (each)	per day
SE86	Midland Kit	per day
SE87	"A", "B", or "C" Kit	per day
SE91	Inert Gas Powered Tools (Each)	per day
SE92	Air Tools (Each)	per day
SE93	Extension Cords (Each)	per day
SE95	Wheelbarrow	per day

SE96	Pallet Jack	per day
SE97	Step Ladders	per day
SE98	Extension Ladders	per day
SE99	Grounding Cable & Rod (Each)	per day
SE104	Retrieval Device (winch)	per day
SE105	Blast Protection Shield	per day
SE106	Cylinder Containment Device	per day
SE107	Cylinder Tapping Device	per day
SE108	Drum Dolly	per day
SE109	Drum Lifter	per day
SE110	Drum Opener (Remote)	per day
SE111	Drum Sling	per day
SE112	Drum Hoist	per day
SE115	Air Mover Fan	per day
	<i>Safety Supplies</i>	
S1	PPE Level Modified D Package includes Tyvek Suit	per day
S2	PPE Level C Package includes air purifying respirator with OV cartridges Tyvek Poly Tyvek or CPF 1 Suit	per day
S3	PPE Level B Package includes supplied air respirator CPF2 or Saranex suit respirator CPF3 or Saranex splash suit	per day
S5	White Tyvek suit	each
S6	CPF1 suite or Poly Tyvek	each
S7	CPF2 or unsealed Saranex suit	each
S10	Latex gloves	pair
S11	Cotton glove liners	pair
S12	Nitrile Glove Liners	pair
S13	Leather Work Gloves	pair
S14	PVC Gloves	pair
S15	Neoprene Gloves	pair
S16	Butyl Gloves	pair
S17	Respirator Cartridges Organic Vapor / HEPA	pair
S18	Respirator Cartridges Organic Vapor / Acid Gas	pair
S19	Respirator Cartridges Ammonia/ Methylamine	pair
S20	Respirator Cartridges Mercury Vapor	pair
S21	Breathing air / Bottle Recharge	each
S22	Duck Moks	each
S23	Boots PVC Safety	pair
S24	Boots Outer Latex	pair
S29	Chest waders	each
S30	Hip waders	each

S31	Acid splash suits	each
S32	Latex booties	pair
S33	Biohazardous box	each
S34	Biohazardous bag	each
S35	Sharps container	each
S37	Fire Extinguisher	each
S38	safety shower	daily
S39	Decon station (shower, eyewash, 3 station)	daily
S40	confined space (entry-breathing air, tripod, harness, and winch)	daily
S41	Nomex fire retardent coverall	each
S42	Fire turnout gear	each
S43	Emergency Burn Kit	per day
S44	Blood-Borne Pathogens Kit	per day
S45	Portable Oxygen	per day
S46	Escape Pack (5 minute)	per day
S47	Safety Glasses (replacement)	each
S48	Goggles/Face Shield	each
S49	Cloth Gloves	each
S51	Silver Shield Gloves (pair)	each
S52	Nomex Gloves	each
S53	Flash Suits	each
S54	Rain Suits	each
S59	Orange Safety Vests	each
S60	Steel Toe Rubber Boots	each
S62	Firefighting Boots	each
S64	Fire Extinguisher - Recharge	each
S66	Hazard Tape (Roll)	each
S69	Combination Cartridges	each
	<i>Miscellaneous Supplies</i>	
MS1	40'x 100' Poly 6 mil	roll
MS2	Poly Truck Bed or Roll off liners	each
MS3	Poly Drum Liners 6 mil	each
MS4	Duct Tape	roll
MS5	Barricade Tape	each
MS6	Oil Dry	bag
MS7	Oil Sorbent Pads	bale
MS8	Chemical Powersorb pads	bale
MS9	Oil Sorbent Rolls	roll
MS10	Chemical Sorbent Rolls	roll
MS11	5" Oil Sorbent Boom 10 feet	section
MS12	8" Oil Sorbent Boom 10 feet	section

MS13	4" Chemical Sorbent Boom 4 feet	section
MS14	Reusable Containment Boom	linear foot
MS15	85 ga Overpack drum 16 ga steel	each
MS16	95 ga Overpack drum Poly	each
MS17	UN approved Haz Mat Cubic Yard Boxes w/ pallets	each
MS18	Non Haz Mat Cubic yard boxes w/pallets	each
MS20	Poly Dump Bed Liner	each
MS22	Silt Fencing w/ posts 330' roll	roll
MS23	Construction Fence w/posts 100' roll	roll
MS26	Packaging material Vermiculite	bag
MS27	EPA Labels	each
MS28	DOT Labels	each
MS29	Manifest Preparation Fee US Mail	each
MS30	Manifest Preparation Fee Overnite Delivery	each
MS33	Chlor N Oil or Chor D Tect Kits	each
MS34	16' extension ladder	each
MS35	20' extension ladder	each
MS37	rail car cable seal	each
MS38	PVC Tarp 8x10	each
MS39	PVC tarp 10x12	each
MS40	PVC tarp 12x16	each
MS41	PVC tarp 15x20	each
MS42	PVC tarp 25x40	each
MS43	PVC tarp 20x30	each
MS44	PVC tarp 50x100	each
MS45	come along	each
MS46	aluminum tape	each
MS47	sheet aluminum	each
MS48	safety fence PVC and posts per foot	per foot
MS49	geotextile fabric (15' by 100')	each
MS50	wire ties	each
MS60	Lime-Bag	gallon
MS64	Oil Gator - 30 Lb. (Bag)	each
MS69	Caution Tape	each
MS70	Decon Chamber	each
MS72	Spray Adhesive	each
MS76	Trash Bag	each
MS78	Cotton Rags (per pound)	each
MS80	Petroleum Socks	each
MS82	Absorbent Pads – Chemical	each
MS87	Drum Sucker, PVC, 2"	each
MS88	50 Micron Filters	each

MS89	25 Micron Filters	each
MS90	5 Micron Filters	each
MS95	Flash Lights - Batteries Excluded - (Each)	per day
MS96	Decontamination Brushes (Each)	per day
MS97	Decontamination Pools (Each)	per day
MS103	Disinfectant Cleaner (5 Gallons)	each
MS109	Rupture Disc – 2.5" ICD	each
MS110	Rupture Disc - 3" ICD	each
	<i>Sampling</i>	
SAM2	FOUR GAS METER	DAY
SAM4	MERCURY VAPOR ANALYZER	DAY
SAM5	PH METER	DAY
SAM6	PH PAPER	ROLL
SAM7	HAZ-MAT TEST INDICATORS	TEST
SAM13	GEIGER COUNTER	DAY
SAM15	DEXSIL CLOR-D-TECT 1000 HALOGEN KIT	EACH
SAM16	DEXSIL CLOR-D-TECT Q4000 HALOGEN KIT	EACH
SAM17	HYDROCLOR Q4000 HALOGEN KIT	EACH
SAM20	DISPOSABLE BALERS	EACH
SAM22	ONE GALLON SAMPLE CAN	EACH
SAM23	FIVE GALLON SAMPLE CAN	EACH
SAM24	SAMPLE JARS 1LTR EPA 2000 SERIES	EACH
SAM29	MANIFESTS	EACH
SAM30	Digital Tachometer	per day
SAM32	Audio Dosimeter	per day
SAM35	Soil Sample Kit	per day
SAM36	Level A Suite Test Kit	per day
SAM39	Chemical Guidance Manuals	per day
SAM70	Ground Field Resistance Meter	per day
SAM71	Infrared Non Contact Thermometer	per day
SAM73	Smart Ticket	each
	<i>Booms/Absorbents/Liner</i>	
B1	CONTAINMENT BOOM 18"	PER FT/DAY
B4	5" ABSORBENT BOOM	PACKAGE
B5	8" ABSORBENT BOOM	PACKAGE
B6	SORBENT PADS 100CT	PACKAGE
B8	SORBENT, ROLLS	ROLL
B9	SORBENT, PADS CHEMICAL 100CT	PACKAGE
B10	ABSORBENT, CLAY	BAG
B12	VERMICULITE	BAG

B16	SWEEP OIL 50'	PACKAGE
B22	LINER, DUMPSTER ROLL-OFF	EACH
B29	SODA ASH	BAG
B31	spill pan (4'x6')	EACH
B32	plug N' dike	EACH
	Containers	
D3	55 GAL DRUM, STEEL 17H NEW	each
D5	55 GAL DRUM, STEEL 17H RECON	each
D10	SALVAGE DRUM, STEEL 85 GAL NEW	each
D13	SALVAGE DRUM, POLY 85 GAL NEW	each
D14	SALVAGE DRUM, POLY 95 GAL NEW	each
D17	5 GALLON BUCKET	each
D22	55 Gallon Poly Drums	each
	HOSES	
H1	PETROLEUM 2" AND 3", LOW PRESSURE	per foot per day
H3	CHEMICAL TRANSFER	per foot per day
H4	FLEX HOSE - 6"	per foot per day
H5	3/4" GARDEN HOSE (50')	each
H6	1" PETROLEUM TRANSFER HOSE	per foot per day
H7	1" ACID/CHEMICAL TRANSFER HOSE	per foot per day
H9	2" Discharge - per 50'	per day
H10	3" Discharge - per 50'	per day
H11	2" Chemical Suction - per 20'	per day
H12	3" Chemical Suction - per 20'	per day
H19	6" Aluminum Fittings (90s, 45s, etc.)	each
H20	6" Aluminum Wye's	each
H21	Hydraulic Hose - per foot	per day
H22	Anhydrous Ammonia Hose	per foot
H23	Liquefied Petroleum Hose	per foot
H24	Monel/Chlorine	per foot
H25	Polyethylene, cross link	per foot
H26	Teflon, Rubber Jacketed	per foot
H27	Teflon, Stainless Steel Wrapped (1")	per foot
H28	Teflon, SS Wrapped (2")	per foot
H29	Stainless Steel Transfer Hose (2")	per foot
H31	Breathing Air Line (50 feet)	per day
	COMMUNICATIONS	

COM1	MARINE RADIOS EACH	day
COM3	BASE STATION W/REPEATER	day
COM5	LAPTOP COMPUTER	day
COM6	FACSIMILE MACHINE	day
COM7	DESKTOP COMPUTER W/PRINTER & MODEM	day
COM8	GPS	day
COM9	DIGITAL CAMERA	each
COM10	DIGITAL PHOTOS ON CD-R	each
COM11	35 MM CAMERA AND PHOTO PROCESSING	day
COM12	LAPTOP COMPUTER W/PRINTER & MODEM	day
COM14	Portable Communication Radios	per day
COM15	Response Cellular Phones (each)	per day
COM16	Mobile Broadband Access Unit (MBAU)	per day
COM17	Video Camera	per day
COM18	Field Printer	per day
COM19	Web Camera	per day
	<i>BOATS</i>	
B8	21 ft. Seacat (Twin Screw)	per hour
B9	21 ft. Work Boat	per hour
B11	14 ft. & 16 ft. Work Boat	per hour
	Kvichak 30' Skimmer Boat w/Marco Filterbelt Oil Recovery System	
	<i>TRANSFER EQUIPMENT</i>	
TE1	hydraulic power pack	day
TE2	3" hydraulic transfer pump for LPG gas and Anhydrous ammonia	day
TE3	hydraulic vapor compressor for LPG gas and Anhydrous ammonia	day
TE5	1" Ammonia vapor transfer hose	per foot per day
TE9	1" stub end transfer fitting w/ valve	1 pair per day
TE10	2" stub end transfer fitting with valve and purge	1 pair per day
TE11	grounding and bonding materials	per car per day
TE13	2" flare stand	per day
TE14	nitrogen cylinder	each
TE15	nitrogen regulator and hose	per day
TE16	LPG site glass for hose assembly	per day
TE17	2" LPG gas double female shutoff	each
TE18	1" LPG gas double female shutoff	each
TE19	1" stainless steel induction pipe (stinger)	each
TE20	2" stainless steel induction pipe (stinger)	each
TE22	1" PVC induction pipe (stinger)	each

TE23	2" PVC induction pipe (slinger)	each	
TE25	1" carbon steel induction pipe (slinger)	each	
TE28	tank car thermometer	each	
TE29	pressure gauge	each	
TE30	rail car chocks	each	
TE31	Confined Space Entry includes harness, tripod, winch	each	
	and breathing air, decontamination station-eye wash		
	water supply and three station decon.		
	PERSONAL PROTECTION LEVEL STANDARDS		
	•Level D Standard - work pants and shirt or coverall, hard hat, steel toed leather boots, leather or		
	pvc gloves, safety glasses or goggles, hearing protection		
	•Level D Modified - Standard plus disposable tyvek and splash guard if required		
	•Level C - Standard plus disposable acid splash suit or hooded coveralls, half or full face		
	respirators (APR or PAPR) with cartridges and boot covers		
	•Level B Coverall - Standard plus disposable acid splash suit or hooded coveralls with SCBA		
	or supplied air line breathing system, and chemical resistant outer boots and outer gloves		
	•Level B Encapsulating - Standard plus disposable, fully encapsulating suit with SCBA		
	or supplied air line breathing system, and chemical resistant outer boots and outer gloves		
	•Level A - Standard plus disposable, fully encapsulating, gas-tight suit with SCBA or		
	supplied air line breathing system, and chemical resistant outer boots and outer gloves		

