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KERR-McGEE CHEMICAL LLC

FINAL REPORT

for the

LINDSAY LIGHT II SITE
CHICAGO, ILLINOIS

ATTACHMENTS A, B, E, & F

Prepared by

Bono Consulting

Kerr-McGee Chemical LLC

Document Control
Number _____
January 7, 2000

ATTACHMENT A

PHASE 1 WORK ORDERS

FOR PROPERTY EXCAVATION AND RESTORATION FOR LINDSAY LIGHT II SITE AT 316 E. ILLINOIS ST.

PROPERTY OWNED BY THE CHICAGO DOCK & CANAL TRUST

PROPERTY OWNED BY THE CITY OF CHICAGO

DRAWING LL II – WO, WORK ORDER PLAN FOR REMOVAL/RESTORATION, Prepared by STS Consultants, October 1996.

KERR-McGEE CHEMICAL CORPORATION
321 E. Grand Ave. Chicago, IL 60611
Phone: (312) 464-9019 Fax:(312) 464-9547

FLKE 001

October 17, 1996

Ms. Verneta Simon
On-Scene Coordinator
U.S. EPA Region V
Emergency Response Branch
77 West Jackson Blvd.
Chicago, IL 60604

Re: Work Order for Property Excavation and Restoration for Lindsay Light II Site at 316 E. Illinois St.

Dear Ms. Simon:

The Work Order for the above referenced project is enclosed. This Work Order addresses the property owned by The Chicago Dock & Canal Trust.

If there are any questions concerning this Work Order, please contact me at (312) 464-9019.

Sincerely,
KERR-McGEE CHEMICAL CORPORATION

Bernie Bono

Bernie Bono, P.E.
Field Team Leader

Enclosure

cc: J. Dan White
Dave Jedlicka
File: LL II - ~~1.4-1~~ 7.1

KERR-McGEE CHEMICAL CORPORATION
Lindsay Light II
CHICAGO, ILLINOIS

PROPERTY EXCAVATION AND RESTORATION WORK ORDER

Property Owner: The Chicago Dock & Canal Trust

Property Location: 321 E. Grand, Chicago, IL 60611

I. INTRODUCTION

This Work Order describes the site preparation, excavation, and restoration work needed to remove thorium contaminated soil underneath the existing parking lot located within the city block bounded by E. Grand Avenue, N. McClurg Court, E. Illinois Street and N. Columbus Drive in the Streeterville District of Chicago, Illinois. Removal of thorium contaminated soil located in the City of Chicago right-of-way is discussed in a separate Work Order. Kerr-McGee Chemical Corporation (Kerr-McGee) requests approval of the Work Order by signature of the property owner and Kerr-McGee in the space provided on Page No. 7.

The majority of construction work is scheduled to be complete during the 1996 construction season. Total elapsed time to complete all construction work on the property, including approvals and verifications by governmental agencies as well as asphalt resurfacing in the spring, is estimated to be approximately 210 calendar days. All work will be done in accordance with the unilateral Administrative Order and the Scoping and Planning Documents approved by the United States Environmental Protection Agency (U.S. EPA).

Section II of this Work Order describes the location of the contaminated material, and the location of surface features, utilities, trees, light towers, parking gates etc., that need to be addressed as part of the property remediation. The locations of these items are shown on Drawing LLII - WO.

Section III of this Work Order describes site preparation, excavation, and restoration activities required to remediate this property. The site preparation subsection describes the type and sequencing of the work to prepare the property for the excavation of contaminated soil. The excavation subsection describes the type and sequencing of the excavation work. The restoration subsection describes the type and sequencing of the restoration work. Public Access to the Parking Lot will be restricted during excavation and backfill operations.

Section IV of this Work Order contains the property owner and Kerr-McGee acceptance of the Work Order and describes the final inspection process which will be completed at the end of construction.

II. DESCRIPTION OF THE PROPERTY.

A. Location of Soil Containing Radioactive Materials Above Clean-up (Action) Levels.

The known extent of the contamination on this property is shown on Drawing LLII - WO. The depth of contamination varies from approximately 0.5 to 10.0 feet deep. The horizontal and vertical limits of the excavation may be adjusted, if more or less contaminated materials are discovered during the verification sampling process. The property owner will be notified if the limits of excavation need to be extended or if there are any other changes in construction resulting from an increase in the excavation area.

B. Description of Property Items Potentially Affected by Remediation Work.

1. Inventory of Property Items

Drawing LLII - WO of this Work Order includes an inventory of the items located on the property which will or may be affected by the removal of contaminated soil. Affected items will be restored as near as possible to their original condition.

2. Utilities

Drawing LLII - WO depicts the locations of known above ground and buried utilities. The locations of buried utilities at the site perimeter will be cross-checked with the locations marked in the field by the Chicago Utility Alert Network. An attempt will be made to locate underground utilities in excavation areas using an electromagnetic field detector from the surface. Potential hazards such as overhead electrical or phone lines near the excavation areas or buried electric lines near the surface will be noted and discussed with the excavation and restoration crews. Buried lines will be marked with paint, stakes or pin flags.

If encountered, contaminated soil which are located near buried utility lines will be hand excavated in order to prevent damaging the lines and ensure the safety of workers and property owners. In general, buried utilities and sewers of all types will remain in place and be protected during construction.

III. DESCRIPTION OF THE WORK

A. Construction Schedule.

The majority of construction work is scheduled to be completed during the 1996 construction season. Total elapsed time to complete all construction work on the property, including approvals and verifications by governmental agencies as well as asphalt resurfacing in the spring, is estimated to be approximately 210 calendar days. Verification soil sampling and any additional excavation work required to remove all contaminated material is included in this time frame. The estimated time frame

may be extended as a result of a significant increase in the amount of contaminated materials which must be removed, delays in verification sampling and testing, rain delays, etc..

Kerr-McGee will notify the property owner of any delays in this schedule that may be encountered. The parking lot will be restored with a gravel surface to allow reopening the lot for public parking. Asphalt replacement, lot striping and landscaping will be performed in the spring.

B. Site Preparation Activities.

The existing elevation and/or location of the ground, street, inlets, driveways and other property improvements which are to be removed will be surveyed prior to initiating any excavation or selective demolition activities. This survey information will be used to reconstruct property improvements back to their original locations and elevations. Kerr-McGee will photograph and/or video tape the property to document the existing condition of structures and other property improvements. These photos and videos will be stored in the project file and are available for property owner inspection.

Temporary chain-link fencing will be placed at the site perimeter to clearly mark and establish construction zones. The chain-link fence will have signs with the following message:

"This Parking Lot is Undergoing Environmental Remediation
We Sincerely Apologize to our Loyal Customers for this Inconvenience
For Further Information, Contact The Chicago Dock & Canal Trust at (312) 609-1800. Your Call Will Be Returned During Regular Business Hours, So Please Leave Your Name and Telephone Number after the Message"

Four air monitoring stations will be established at the Site before excavation begins. Air monitoring locations will be located near the center of each quarter of the Site. Air samplers will be used to collect ambient air particulates on filters for subsequent counting.

Selective demolition work and asphalt removal will be performed as shown on Drawing LLII - WO. Construction means and methods will be selected which minimize the potential of damage to existing property improvements which are not being removed as part of construction activities. Selective demolition debris or removed asphalt which have visible soil deposits on them will be radiologically surveyed to determine if it is appropriate to dispose of the debris at a commercial non-hazardous landfill or transport to Envirocare of Utah. Appropriate construction and decontamination techniques will be used to minimize the quantity of material which must be shipped to Utah.

C. Excavation Activities.

Within the construction site, all exclusion zones shall be clearly marked with magenta (purple) and yellow rope fencing.

Various locations will be utilized for loading containers and decontaminating equipment during excavation of contaminated soil at this property. Load out areas will be located adjacent to excavation areas and will move as the exclusion zone changes size. Temporary contaminated soil stockpiles will be located as necessary to support the efficient execution of excavation and container loading activities. In order to promote the timely and cost effective removal of contaminated soil, the exact location of load out areas, decontamination areas and stockpiles will be established and adjusted based upon construction conditions in the field.

1. Limits of Excavation.

Paint will be used to mark excavation areas and to show the estimated depth of excavation. After the contamination has been excavated to the indicated depth, a surface gamma scan will verify if additional excavation work is needed to remove any remaining contamination. Additional excavation will continue as necessary. The process of excavating and scanning will continue until all contamination above the clean-up level is removed.

2. Removal of Clean Overburden

Clean soil and asphalt overlying thorium contaminated soil will be excavated, segregated, stockpiled, sampled, and if practical, reused for backfill.

3. Excavation Philosophy

Excavation of contaminated soil beneath the project site will be conducted in a manner that minimizes project and public radiological exposures by selection of appropriate excavation equipment, diligent use of dust control practices and adherence to spatial excavation controls in the horizontal (x and y) and vertical (z) planes. In order to maximize soil removal productivity yet maintain the necessary precision to differentiate between contaminated and clean earthen materials, the contractor will utilize a variety of excavation equipment. The suite of equipment will potentially include a track hoe, common back hoe, and front end loader.

4. Excavation Sequence

Remediation efforts within the parking lot property will be initiated with excavation of the large area consisting of Areas 2, 3, 4, 5, 6, 7, & 8. This large area will be divided longitudinally, parallel to Illinois Street, into a series of "cuts" with the first cut being north of the guardrail closest to E. Illinois St. The width of the cut removed will be such that excavator performance is optimized and both dust control/storm water concerns are minimized. Removal of asphalt materials in lateral strips and excavation of the exposed area as a series of lateral cuts will allow the excavator to maintain its tracks on stable, uncontaminated asphalt.

This approach will ensure safe operation of the excavator, as well as minimize the spread of contamination and repeated time-consuming decontamination efforts. The excavation process will include staging a lined and bibbed container alongside the excavator, immediately outside the exclusion zone. The excavator will swing its load over the exclusion zone rope, placing the material in the awaiting storage/shipping container. The container bib will be situated such that all contaminated soil material will either be deposited into the waiting container, or be deflected back into the exclusion zone. As full waste containers are rolled forward for weighing and health physics assessment, an empty, lined container will be positioned alongside the exclusion zone.

Excavation of Areas, 1, 9, 10, 11 & 12 will also be accomplished with the excavator remaining on uncontaminated asphalt footing outside the established exclusion zone. Once again, the excavator will load materials over the exclusion zone rope to awaiting trucks.

A variety of large and small construction equipment will be used during excavation activities. In order to promote the timely and cost effective removal of contaminated soil, the excavation sequence may be adjusted based upon construction conditions in the field.

During all excavation and container loading activities, measures will be taken to control dust. It is anticipated that wetting materials about to be disturbed with water will be sufficient to control dust.

Following the sampling of excavated areas and verification that all contamination has been removed, magenta and yellow rope marking the exclusion zones will be removed. The temporary chain-link fencing will be left in place until the removal action is completed.

D. Restoration Activities.

Survey stakes will be placed in excavated areas to mark the elevation of original grades. Excavated areas will then be filled with clean soil as close as possible to original subgrade.

Gravel base will be placed under the asphalt to replace the original thickness removed. Asphalt paving will be replaced with two inches of binder course overlain by two inches of surface course. The lot will be striped with yellow paint to reestablish the parking spaces.

Any landscaping removed as a result of the excavation will be replaced with appropriate nursery stock. Appurtenances specific to the parking lot such as gates, guardrails, and signs will also be reestablished.

E. Temporary Facilities.

The following temporary facilities for the support of construction activities will be provided by Kerr-McGee as long as necessary and removed prior to completion of work on the property:

1. A load out and decontamination station.
2. Temporary water supplies, if necessary (water tank with pump and hose).
3. Electrical power supplies
4. Temporary sanitary facilities (portable chemical toilet)
5. Temporary soil counting lab
6. Construction trailers
7. Temporary chain-link fencing.

F. Use of the Property During Excavation and Restoration

The parking lot will be closed to the public until all the excavations are backfilled. During construction work activities, access to all portions of the property which are contaminated will be limited to authorized personel during excavation and verification operations. Once the site has been excavated and filled with clean soil, the temporary fencing will be removed and public access to the parking lot will be restored.

Site security will be directed by Kerr-McGee with guards supplied by The Chicago Dock & Canal Trust to maintain site security 24 hours per day.

G. Emergency Telephone Numbers.

1. Bernie Bono, Kerr McGee	WK: (312) 464-9019	Home: (847) 823-1750
2. Dave Jedlicka, Kerr-McGee	WK: (708) 293-6332	Pager: (708) 276-8558
3. Tammy Walsh, Chicago Dock	WK: (312) 467-1870	
4. Site Security	(312) 559-9419	
5. Emergency	911	

IV. WORK ORDER/RESTORATION ACCEPTANCE.

Prior to beginning demolition, excavation or any other construction work on the property, the property owner/agent will be asked to review and agree to the work to be performed by executing the following:

The property owner/agent certifies that they are fully aware of the information contained in this Work Order and, by signing this document, agree to the actions contained therein.

PROPERTY OWNER/AGENT ACCEPTANCE OF THE WORK ORDER.

Charles K. [illegible], President — 10/17/96

Signature of Property Owner/Agent — Date

The Chicago Dock & Canal Trust

KERR-MCGEE ACCEPTANCE OF THE WORK ORDER.

Bernie Bono — 10/17/96

Signature of Kerr-McGee Representative — Date

PROPERTY OWNER ACCEPTANCE OF THE WORK.

Kerr-McGee will work with the property owner during construction to ensure that the work complies with the above Work Order. At completion of property restoration, the property owner or tenant may inspect the property and inform Kerr-McGee of their acceptance of the work by executing the following:

The property owner/agent has inspected the premises and hereby acknowledges that the completed restoration complies with the above Work Order.

_____ _____

Signature of Property Owner/Agent — Date

The property owners signature is not mandatory.

In the event Kerr-McGee and the property owner can not reach an agreement on whether the property has been properly restored, the U.S. EPA On-Scene Coordinator shall resolve the dispute.

KERR-McGEE CHEMICAL CORPORATION
321 E. Grand Ave. Chicago, IL 60611
Phone: (312) 464-9019 Fax:(312) 464-9547

FLKE 002

October 17, 1996

Ms. Verneta Simon
On-Scene Coordinator
U.S. EPA Region V
Emergency Response Branch
77 West Jackson Blvd.
Chicago, IL 60604

Re: Work Order for Property Excavation and Restoration for Lindsay Light II Site at 316 E. Illinois St.

Dear Ms. Simon:

The Work Order for the above referenced project is enclosed. This Work Order addresses the property owned by the City of Chicago.

If there are any questions concerning this Work Order, please contact me at (312) 464-9019.

Sincerely,
KERR-McGEE CHEMICAL CORPORATION

Bernie Bono

Bernie Bono, P.E.
Field Team Leader

Enclosure

cc: J. Dan White
Dave Jedlicka
File: LL II - ~~1.4.1~~ 7.1

KERR-McGEE CHEMICAL CORPORATION
Lindsay Light II
CHICAGO, ILLINOIS

PROPERTY EXCAVATION AND RESTORATION WORK ORDER

Property Owner: The City of Chicago

Property Location: 321 E. Grand, Chicago, IL 60611
~ 150 lin. ft of sidewalk along Illinois St.
~ 50 lin. ft of sidewalk along Grand Avenue

I. INTRODUCTION

This Work Order describes the site preparation, excavation, and restoration work to be performed by Kerr-McGee Chemical Corporation (Kerr-McGee) to remove thorium contaminated soil underneath the sidewalk and pavement adjacent to the existing parking lot located within the city block bounded by E. Grand Avenue, N. McClurg Court, E. Illinois Street and N. Columbus Drive in the Streeterville District of Chicago, Illinois. Removal of thorium contaminated soil located under the parking lot owned by The Chicago Dock & Canal Trust is discussed in a separate Work Order. Through the permit issued by the City of Chicago, The Chicago Dock & Canal Trust has already received the City's approval for this Work.

The majority of construction work is scheduled to be complete during the 1996 construction season. Total elapsed time to complete all construction work on the City's right-of-way, including approvals and verifications by governmental agencies as well as tree replacement in the spring, is estimated to be approximately 210 calendar days. All work will be done in accordance with the unilateral Administrative Order and the Scoping and Planning Documents approved by the United States Environmental Protection Agency (U.S. EPA).

Section II of this Work Order describes the location of the contaminated material, and the location of surface features, utilities, trees, curbs etc., that need to be addressed as part of the property remediation. The location of these items are shown on Drawing LLII - WO.

Section III of this Work Order describes site preparation, excavation, and restoration activities required to remediate this property. The site preparation subsection describes the type and sequencing of the work to prepare the property for the excavation of contaminated soils. The excavation subsection describes the type and sequencing of the excavation work. The restoration subsection describes the type and sequencing of the restoration work. Public access to the parking lot will be restricted during excavation and backfill operations. Pedestrian and vehicular traffic will be maintained at all times.

Section IV of this Work Order describes the City of Chicago's final inspection process which will be completed at the end of construction.

II. DESCRIPTION OF THE PROPERTY.

A. Location of Soil Containing Radioactive Materials Above Clean-up (Action) Levels.

The known extent of the contamination on the City of Chicago right-of-way is shown on Drawing LLII - WO. The depth of contamination varies from approximately 0.5 to 7.5 feet deep. The horizontal and vertical limits of the excavation may be adjusted if more or less contaminated materials are discovered during the verification sampling process. The City of Chicago will be notified if the limits of excavation need to be extended and any other changes in construction which result from an increase in excavation limits.

B. Description of Property Items Potentially Affected by Remediation Work.

1. Inventory of Property Items

Drawing LLII - WO of this Work Order includes an inventory of the items located on the City of Chicago right-of-way which will or may be affected by the removal of contaminated soils. Affected items will be restored as near as possible to their original condition.

2. Utilities

Drawing LLII - WO depicts the locations of known above ground and buried utilities. The locations of buried utilities will be cross-checked with the locations marked in the field by the Chicago Utility Alert Network. An attempt will be made to locate underground utilities in excavation areas using an electromagnetic field detector from the surface. Potential hazards such as overhead electrical or phone lines near the areas of excavation and buried electric lines near the surface will be noted and discussed with the excavation and restoration crews. Buried lines will be marked with paint, stakes or pin flags.

If encountered, contaminated soils which are located near buried utility lines will be hand excavated in order to prevent damaging the lines and ensure the safety of workers and property owners. In general, buried utilities and sewers of all types will remain in place and be protected during construction.

III. DESCRIPTION OF THE WORK

A. Construction Schedule.

The majority of construction work is scheduled to be completed during the 1996 construction season. Total elapsed time to complete all construction work on the property, including approvals and verifications by governmental agencies as well as tree replacement in the spring, is estimated to be approximately 210 calendar days. Verification soil sampling and any additional excavation work required to remove all contaminated material is included in this time frame. The estimated time frame

may be extended as a result of a significant increase in the amount of contaminated materials which must be removed, delays in verification sampling and testing, rain delays, etc..

Kerr-McGee will notify the City of Chicago of any delays in this schedule that may be encountered. Concrete sidewalk, curb and gutter, and pavement will be replaced after backfilling is completed.

B. Site Preparation Activities.

The existing elevation and/or location of the street, curbs, driveways and other property improvements which are to be removed will be surveyed prior to initiating any excavation or selective demolition activities. This survey information will be used to reconstruct property improvements back to their original locations and elevations. Kerr-McGee will photograph and/or video tape the property to document the existing condition of structures and other property improvements. These photos and videos will be stored in the project file and are available for the City of Chicago's inspection.

Temporary chain-link fencing will be placed at the outer limits of the work area to clearly mark and establish the construction zone. The chain-link fence will have signs with the following message:

"This Parking Lot is Undergoing Environmental Remediation
We Sincerely Apologize to our Loyal Customers for this Inconvenience
For Further Information, Contact The Chicago Dock & Canal Trust at (312) 609-1800. Your Call Will Be Returned During Regular Business Hours, So Please Leave Your Name and Telephone Number after the Message"

Four air monitoring stations will be established at the Site before excavation begins. Air monitoring locations will be located near the center of each quarter of the Site. Air samplers will be used to collect ambient air particulates on filters for subsequent counting.

Selective demolition work and concrete removal will be performed as shown on Drawing LLII - WO. Construction means and methods will be selected which minimize the potential of damage to existing property improvements which are not being removed as part of construction activities. Selective demolition debris or removed concrete which have visible soil deposits on them will be radiologically surveyed to determine if it is appropriate to dispose of the debris at a commercial non-hazardous landfill or transport to Envirocare of Utah. Appropriate construction and decontamination techniques will be used to minimize the quantity of material which must be shipped to Utah.

Pedestrian and vehicular traffic will be maintained at all times. Traffic control components will be utilized to safely guide and protect motorists, pedestrians, and workers in the traffic control zone. Traffic control components will comply with Section 5 of the City of Chicago Department of Transportation Standard Specifications for Openings in the Public Way.

C. Excavation Activities.

Within the construction site, all exclusion zones shall be clearly marked with magenta (purple) and yellow rope fencing.

Various locations along the inside of the sidewalk will be utilized for loading containers and decontaminating equipment during excavation of contaminated soil. These load out areas will be located on the parking lot adjacent to the excavation areas. In order to promote the timely and cost effective removal of contaminated soil, the exact location of load out areas and decontamination areas within the parking lot boundaries will be established and adjusted based upon construction conditions in the field.

1. Limits of Excavation.

Paint will be used to mark excavation areas and to show the estimated depth of excavation. After the contamination has been excavated to the indicated depth, a surface gamma scan will verify if additional excavation work is needed to remove any remaining contamination. Additional excavation will continue as necessary. The process of excavating and scanning will continue until all contamination above the clean-up level is removed.

2. Removal of Clean Overburden

Clean soil and concrete overlying thorium contaminated soil will be excavated, segregated, stockpiled, sampled, and if practical, reused for backfill.

3. Excavation Philosophy

Excavation of contaminated soils beneath the sidewalks will be conducted in a manner that minimizes project and public radiological exposures by selection of appropriate excavation equipment, diligent use of dust control practices and adherence to spatial excavation controls in the horizontal (x and y) and vertical (z) planes. In order to maximize soil removal productivity yet maintain the necessary precision to differentiate between contaminated and clean earthen materials, the contractor will utilize a variety of excavation equipment. The suite of equipment will potentially include a track hoe, common back hoe, and front end loader.

4. Excavation Sequence

Excavating shall be performed in accordance with Sections 1 and 2 of the City of Chicago Department of Transportation Standard Specifications for Openings in the Public Way. Remediation efforts within the Illinois Street sidewalk right-of-way will be excavated from east to west to allow

the excavator to maintain its tracks on stable, uncontaminated concrete. Excavation within the Grand Avenue sidewalk right-of-way will be performed in conjunction with the excavation of Area 12.

This approach will ensure safe operation of the excavator, as well as minimize the spread of contamination and repeated time-consuming decontamination efforts. The excavation process will include staging a lined, and bibbed container alongside the excavator, immediately outside the exclusion zone. The excavator will swing its load over the exclusion zone rope, placing the material in the awaiting storage/shipping container. The container bib will be situated such that all contaminated soil material will either be deposited into the waiting container, or be deflected back into the exclusion zone. As full waste containers are rolled forward for weighing and health physics assessment, an empty, lined container will be positioned alongside the exclusion zone.

A variety of large and small construction equipment will be used during excavation activities. In order to promote the timely and cost effective removal of contaminated soils, the excavation sequence may be adjusted based upon construction conditions in the field.

During all excavation and container loading activities, measures will be taken to control dust. It is anticipated that wetting materials about to be disturbed with water will be sufficient to control dust.

Following the sampling of excavated areas and verification that all contamination has been removed, magenta and yellow rope marking the exclusion zones will be removed. The temporary chain-link fencing will be left in place until the removal action is completed.

D. Restoration Activities.

Backfilling shall be performed in accordance with Section 3 of the City of Chicago Department of Transportation Standard Specifications for Openings in the Public Way. Sidewalk, driveway pavement, curb and gutter replacement shall be performed in accordance with Section 4 of the City of Chicago Department of Transportation Standard Specifications for Openings in the Public Way.

Trees removed as a result of the excavation will be replaced in the spring with appropriate nursery stock in accordance with the City of Chicago Department of Forestry.

E. Temporary Facilities.

The following temporary facilities for the support of construction activities will be provided by Kerr-McGee as long as necessary and removed prior to completion of work on the property:

1. Temporary chain-link fencing
2. A load out and decontamination station.
3. Temporary water supplies, if necessary (water tank with pump and hose).
4. Electrical power supplies
5. Temporary sanitary facilities (portable chemical toilet)

6. Temporary soil counting lab
7. Construction trailers
8. Traffic control components

F. Use of the Property During Excavation and Restoration

Driveways across the sidewalk and portions of the Illinois St. and Grand Ave. Sidewalks will be closed to the public until all the excavations are backfilled.

During construction work activities, access to all contaminated areas will be limited to authorized personnel during excavation and verification operations. Once the areas have been excavated and backfilled with clean soil, the temporary fencing will be removed and sidewalk and driveway access will be restored.

Pedestrian and vehicular traffic will be maintained at all times in accordance with the City of Chicago Department of Transportation Standard Specifications for Openings in the Public Way.

Site security will be directed by Kerr-McGee with guards supplied by The Chicago Dock & Canal Trust to maintain site security 24 hours per day.

G. Emergency Telephone Numbers.

1. Bernie Bono, Kerr McGee	WK: (312) 464-9019	Home: (847) 823-1750
2. Dave Jedlicka, Kerr-McGee	WK: (708) 293-6332	Pager: (708) 276-8558
3. Tammy Walsh, Chicago Dock	WK: (312) 467-1870	
4. Site Security	(312) 559-9419	
5. Emergency	911	

IV. PROPERTY OWNER ACCEPTANCE OF THE WORK.

Kerr-McGee will work with the City of Chicago during construction to ensure that the work complies with the above Work Order. At completion of property restoration, the City's agent may inspect the property and inform Kerr-McGee of their acceptance of the work by refunding the $5,250 deposit. Refunding the deposit shall constitute the City's acceptance of the restoration work.

In the event Kerr-McGee and the property owner can not reach an agreement on whether the property has been properly restored, the U.S. EPA On-Scene Coordinator shall resolve the dispute.

N. McCl

ROUND ELECTRIC

MAIN

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UTILITY

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AREA AND DESIGNATION

SCALE IN FEET

20 0 20

STS Consultants Ltd.
Consulting Engineers

STS PROJECT NUMBER	2731XA
STS PROJECT FILE	XA
SCALE	1"=20'
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ATTACHMENT B

CONTRACTS, SUBCONTRACTS AND MISCELLANEOUS PURCHASE ORDERS

Copies of the following documents are attached:

Master Work Agreement for Consulting Services – **STS CONSULTANTS LTD**

Master Work Agreement for Consulting Services – **JERRY ABEL**

Master Work Agreement for Consulting Services – **BONO CONSULTING, INC.**

Master Work Agreement for Construction or Field Services – **FOX EXPLORATION**

Work Order - **ENVIROCON, INC.**

Master Work Agreement for Construction or Field Services – **TRS STAFFING SOLUTIONS, INC. (TEKTON)**

Agreement – **DOUBLE M TRUCKING**

Assignment Agreement and Master Work Agreement for Engineering Services – **YANKEE ATOMIC ELECTRIC**

Consultant Agreement – **JAMES L. GRANT & ASSOCIATES, INC.**

Construction & Field Services Agreement – **GRANT ENVIRONMENTAL, INC.**

Novation Agreement – **THE IT GROUP (FLUOR-DANIEL/WILLIAMS BROS.)**

(LINDSAY LIGHT II)

C534

MASTER-WORK AGREEMENT
FOR
CONSULTING SERVICES

THIS AGREEMENT is made and entered into this **20th** day of **September, 1996**, between **KERR-McGEE CHEMICAL CORPORATION** with offices at Kerr-McGee Center, P. O. Box 25861, Oklahoma City, Oklahoma 73125 ("Company") and **STS CONSULTANTS LTD.** with offices at 1415 Lake Cook Road, Deerfield, IL 60015 ("Consultant").

1. **WORK.** From time to time, Consultant will provide various consulting services ("Work") for Company as described in a work order ("Work Order"), the first of which is attached hereto as Exhibit "A". Except as otherwise provided in a Work Order, Consultant shall at its own expense: (a) furnish everything necessary, proper and incidental for the performance and completion of the Work under a Work Order, including all labor, supervision, materials, and services; and (b) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to labor, materials, and services furnished by Consultant under the Work Order.

2. **WORK ORDERS.** A Work Order, when received by Consultant, shall be binding upon the parties hereto and shall incorporate by reference all of the terms and conditions hereof. In addition to the description of the Work to be performed by Consultant, a Work Order shall set forth Consultant's compensation for the Work, and the date on which such Work is to be completed. A Work Order may vary the terms of this Agreement only when the Work Order expressly so states and sets forth the particular paragraph hereof that is to be varied, and any such variations shall apply only to the Work Order in which they are included. Consultant, by accepting a Work Order, represents that it has carefully inspected the Work Order along with any specifications, and has called Company's attention to any error, omission and question of intent associated with the Work Order. All such questions shall be resolved to the satisfaction of Company and Consultant prior to execution of the Work Order.

3. **COMPENSATION.** The compensation specified in the Work Order shall be the entire compensation payable to Consultant for the Work and such compensation shall not be subject to adjustment for any reason except as provided for in Paragraph 8 hereof. All invoices submitted under a Work Order shall be in such detail and be substantiated as Company may reasonably direct. Invoices will be paid by Company within thirty (30) days of receipt.

4. **TERM.** This Agreement shall remain in effect from the date first written above until terminated as provided for in Paragraph 9.

5. **WARRANTIES.** Consultant warrants that the Work under a Work Order shall be performed: (a) in a good, safe and workmanlike fashion and manner; (b) in conformity with the professional standards, methods and practices customarily provided by an experienced and competent professional organization rendering the same or similar services; (c) in compliance with all applicable laws, rules, and regulations of any body having jurisdiction over the Work; and (d) in accordance with the provisions of this Agreement and the Work Order. If Company imposes any specific standards, methods or practices on the Work under a Work Order, same shall be included in such Work Order.

6. **INSURANCE.** Consultant shall, at its expense, carry and maintain while performing any Work under a Work Order insurance policies in a company or companies satisfactory to Company of the following types and of not less than the following amounts: (a) Statutory Workers' Compensation Insurance, including Employers' Liability Insurance with limits of Five Hundred Thousand Dollars ($500,000) each accident, covering all of Consultant's personnel performing the Work under a Work Order; and (b) Commercial General Liability Insurance covering all operations (including products and completed operations) and all vehicles used in the performance of the Work under a Work Order (whether owned, rented or borrowed) with combined limits of One Million Dollars ($1,000,000) for bodily injury, including death, and property damage as to any one occurrence or as to any one claim. This insurance requirements may be satisfied by a combination of primary and excess liability insurance policies.

The Commercial General Liability Insurance shall: (a) name Company as defined in Paragraph 7(b) as an additional insured with respect to all Work to be performed under this Agreement; (b) include contractual liability coverage for the indemnity provisions contained in Paragraph 7(a); (c) contain a broad form property damage endorsement; and (d) be primary with regard to any insurance carried and maintained by Company. The Workers' Compensation Insurance Policy shall expressly waive subrogation against the Company as defined in Paragraph 7(b).

Prior to commencing the Work under the first Work Order, Consultant shall furnish Company with certificates of insurance evidencing the above coverages and endorsements and containing the following statement:

> "Thirty (30) days' notice will be given to Company before material change in or cancellation of this policy shall be effective."

Consultant shall cause each subcontractor, under a subcontract let by Consultant, to carry insurance equivalent to subparagraphs (a) and (b) above, covering such subcontractor's work. Subcontractor's Commercial General Liability Insurance shall contain a broad form property damage endorsement and shall include contractual liability coverage for the indemnity provisions contained in Paragraph 7(a).

The consent of Company to the types of insurance and amounts insured as shown in this Paragraph shall not be considered as a limitation of Consultant's liability under this Agreement and any Work Order or an agreement by Company to assume liability in excess of said amounts or for deductibles and losses not insured against.

7. **INDEMNITY.**

(a) Consultant agrees to indemnify, defend, and hold Company free and harmless from and against any and all losses, damages, bodily injuries (including sickness, disease and death), fines, penalties and expenses directly or indirectly arising out of or resulting from: (i) the negligent performance of the Work under a Work Order by Consultant or its subcontractors, or from any negligent operation or activity of Consultant or its subcontractors in connection therewith, or (ii) any failure by Consultant or its subcontractors to comply with the terms and conditions of this Agreement or of the Work Order, provided, however, that such losses, damages, bodily injuries, fines, penalties and expenses are not caused by the negligence of Company.

(b) As used in this Paragraph, the term "Company" shall mean Kerr-McGee Corporation, its subsidiaries and the directors, officers, agents, and employees of each and of their subsidiaries.

8. **WORK CHANGES.** Company may, at any time by written notice to Consultant, require changes in the scope of the Work under a Work Order, including increases and decreases therein. In the event of increases or decreases in the Work compensation payable to Consultant shall be adjusted by the mutual agreement of the parties consistent with the items or units of Work performed under a Work Order, whether there is an increase or decrease in such items or units of Work. No claim by Consultant for extra, additional, or different Work under a Work Order, or any extension of time within which to complete such Work, will be allowed without Company's written authorization and consent given prior to the undertaking or incurring of any expense in connection therewith.

In the event the scope of Work under a Work Order is decreased, Consultant shall be entitled to all expenses and costs reasonably and necessarily incurred by Consultant by reason of the Work Order. In no event, however shall Consultant be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such decrease in the scope of the Work.

9. **TERMINATION AND TERMINATION FOR CONVENIENCE OF COMPANY.** Consultant may terminate this Agreement by giving ninety (90) days written notice to Company of its intent to terminate this Agreement during which time Consultant shall continue to accept Work Orders and perform Work thereunder in a timely manner consistent with the terms of this Agreement.

Company may terminate this Agreement or the Work under a Work Order without the consent or fault of Consultant for the convenience of Company at any time upon written notice to Consultant. Consultant shall be compensated for all or any part of the Work under a Work Order earned to the date of termination of such Work. In no event shall Consultant be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such early termination.

10. **APPLICABLE LAWS.** Consultant, its subcontractors and the employees of each of them, shall at all times comply with all applicable laws (including, but not limited to the Occupational Safety and Health Act of 1970, as amended) ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the Work under a Work Order.

11. **FUTURE WORK.** Nothing contained herein shall be construed to obligate Company to engage Consultant for any work in addition to, or different from, that expressly provided for under a Work Order.

12. **ACCEPTANCE OF THE WORK.** The use of the Work or any part thereof by Company, or Company's payment of all or any part of the compensation payable to Consultant under the Work Order, shall not be construed or interpreted as an admission of the performance by Consultant of the Work in accordance with the terms and conditions of this Agreement and the Work Order or preclude later assertion of claims against Consultant for deficiencies in the Work.

13. **CONTINUANCE OF WORK.** If any dispute shall arise under a Work Order, Consultant shall, unless otherwise directed by Company, continue to prosecute the Work pending resolution thereof by the courts or by mutual agreement of the parties.

14. **OTHER AGREEMENTS AND WORK FOR OTHERS.** Consultant represents that it has not entered into, and will not during the term of the Work under a Work Order enter into, any other agreement that would prevent its performing the Work in accordance with the terms and conditions stated in this Agreement.

15. **INCURRING OF OBLIGATIONS.** Neither party shall assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the other.

16. **REPORTS.** Consultant shall provide such written reports on the status and other aspects of the Work as may, from time to time, be reasonably directed by Company.

17. **NON-WAIVER.** No course of dealing between the parties hereto nor any failure by either party at any time, or from time to time, to enforce any of the terms and conditions of this Agreement or of a Work Order, shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the parties at any time to avail themselves of such remedies they may have for any breach of such term or condition.

18. **NONDISCRIMINATION.** Consultant agrees that it shall not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin and will be bound by the terms and conditions contained in the "Supplement to Contracts, Purchase Orders and Other Agreements," a copy of which is attached hereto as Exhibit "B" and that it shall require its subcontractors to be similarly bound.

19. **ASSIGNMENT AND SUBCONTRACTING.** Consultant shall not assign this Agreement or subcontract any of the Work under a Work Order, or assign any moneys due or to become due hereunder without the prior written consent of Company. The consent of Company to any such assignment or subcontracting shall not relieve Consultant of the complete responsibility that the Work under a Work Order be performed in accordance with the terms and conditions of this Agreement and the Work Order, and Consultant shall remain liable to Company as if no such assignment or subcontract had been made.

20. **CONSULTANT QUALIFIED AND LICENSED.** Consultant represents that it has obtained or will obtain all licenses and permits required by applicable federal, state, county, municipal, and local laws, regulations and ordinances for it and its employees to undertake and perform the Work under a Work Order. Consultant further represents that it is fully experienced and properly qualified to perform the class of Work under a Work Order and that it is properly equipped, organized and financed to perform and complete such Work expeditiously. Any permits or licenses required specifically and exclusively for the Work under the Work Order shall be secured by Company.

21. **RIGHT TO USE DATA AND INFORMATION; CONFIDENTIAL INFORMATION.**

(a) Company shall have full right to use, in any manner when and where it may determine without any claim on the part of Consultant for additional compensation, all information, data, reports, specifications, findings, recommendations and memoranda of every description relating to the Work furnished to Company hereunder.

(b) Consultant shall not, without Company's prior written consent, disclose to others or make any use of confidential information ("Confidential Information"). Confidential Information means all technical data and information, except such data and information described in subparagraph (c) below, acquired by Consultant from Company in the performance of the Work or developed by Consultant in the performance of the Work. At the conclusion of the Work under a Work Order, or sooner if requested, Consultant shall return

to Company all Confidential Information and shall not retain or permit others to retain any reproduction or copy thereof. The obligations hereunder with respect to restrictions on use and disclosure of Confidential Information shall survive the completion of the Work under a Work Order or earlier termination of this Agreement.

(c) Confidential Information as used herein does not include any information which: (i) is or becomes public information, unless it becomes public information through Consultant's failure to comply with the provisions of this Agreement, (ii) Consultant can document was in its possession at the time of disclosure to Consultant by Company as a matter of right without restriction on disclosure or use, and which had not been previously received directly or indirectly from Company, or (iii) Consultant acquires from others subsequent to disclosure by Company as a matter of right, without restriction on disclosure or use, and which was not received directly or indirectly from Company.

22. **OTHER CONSULTANTS AND CONTRACTORS.** Company reserves the right to enter into contracts with other consultants or contractors for work to be performed contemporaneously with the performance of Work under a Work Order, whether or not such other work is related to the Work. Consultant agrees to fully cooperate with such other consultants or contractors, if any, in properly coordinating its Work with theirs. The decision of Company with respect to all matters of coordination shall be final and binding upon Consultant.

23. **NOTICES.** All notices, requests, demands, and other communications required or permitted under this Agreement or in connection therewith, shall be given to or made upon the respective parties as follows:

If to Company:

Kerr-McGee Chemical Corporation
P. O. Box 25861
Oklahoma City, Oklahoma 73125
Attention: J. D. White
Fax No: (405) 270-3787
Tel. No: (405) 270-3792

If to Consultant:

STS Consultants Ltd.
1415 Lake Cook Road
Deerfield, IL 60015
Attention: R. G. Berggreen
Fax No: (847) 267-8010
Tel. No: (847) 267-8040

Any notice given shall be effective: (a) when personally delivered; (b) if transmitted by fax to the number specified in this Paragraph and the appropriate answer back or confirmation of receipt is received; or (c) upon mailing by registered or certified mail, return receipt requested.

The above does not preclude the transmission of routine correspondence, messages, and information between the parties hereto by officials of either party or their designated representatives.

Either party may, from time to time and by written notice to the other, change its address or designated representative for the receipt of notices.

24. **INDEPENDENT CONSULTANT.** In performance of the Work under a Work Order, Consultant is and shall be an independent consultant with respect to the Work to be performed hereunder. Consultant shall be responsible for the detailed manner and method of performing the Work and the direction of all persons engaged in or on the Work, Company being interested only in the results obtained. Neither Consultant, any subcontractor, nor the employees of either shall be deemed to be the employees or agents of Company for any purpose whatsoever.

25. **SAFETY.** Consultant and its subcontractors shall at all times comply with the health and safety rules and regulations of the Company applicable to the Work and all materials, equipment and Work shall comply therewith. Consultant shall provide Company written verification that such health and safety requirements have been reviewed with Consultant's personnel and that they understand the requirements. Consultant shall promptly notify Company of a) any accident or occurrence involving damage to Company or third party property and b) any illness or injury suffered by Consultant's personnel, resulting from, or in any way associated with, performance of the Work.

Upon issuing of a Work Order, Company shall notify Consultant of all such hazardous substances which it knows are present at or contiguous to the Project site or which may otherwise affect the services to be provided. Thereafter, such notification to Consultant shall be made as soon as practicable after the Company discovers either the presence of hazardous substances which were not previously disclosed or substantially increased concentations of previously disclosed hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid liquid, semi-solid or gaseous form.

26. **CONFLICT OF INTEREST.** Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Company's best interests. This obligation shall apply to the activities of Company, its employees and their families, of Consultant, vendors, subcontractors, and third parties, arising under this Agreement and to the Work performed under a Work Order. Consultant's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans, or other considerations, for the purpose of influencing individuals, contrary to the Company's best interests.

27. **GOVERNING LAW AND FORUM.** This Agreement shall be construed in accordance with the Laws of the State of Oklahoma without giving effect to the conflicts of laws of the State of Oklahoma. The parties agree that any court of competent jurisdiction in Oklahoma County, State of Oklahoma shall be the exclusive venue for any cause of action to enforce rights under this Agreement.

28. **HEADINGS.** Paragraph headings are for convenience only and are not to be used in interpretation of any provision of this Agreement.

29. **INVALIDITY.** In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be affected or impaired thereby.

30. **ENTIRE AGREEMENTS; AMENDMENTS.** This Agreement and the attached exhibits: (a) set forth the entire agreement and understanding of the parties with respect to the Work; (b) supersedes and merges all prior discussions and writings between them; and (c) is not subject to modification or interpretation by any agent of the parties other than by a written amendment hereto duly executed by the parties. No representations have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COMPANY	**CONSULTANT**
KERR-McGEE CHEMICAL CORPORATION	**STS CONSULTANTS, LTD.**
By: R.A. Thompson	By: Phil G. Bryson
Title: 11/12/96	Title: PRINCIPAL GEOLOGIST 11/14/96

As a contractor or supplier of goods or services ro Kerr-McGee Corporation as herein defined, please complete and return this form. This will eliminate the necessity of incorporating the applicable provisions in each new purchase order or contract.
THANK YOU.

PLEASE SIGN AND RETURN TO –

KERR-McGEE
CORPORATION
ATTN: Director of Purchasing
P. O. Box 25861
Oklahoma City, OK 73125

KERR-McGEE CORPORATION
AND SUBSIDIARY COMPANIES

SUPPLEMENT TO CONTRACTS, PURCHASE ORDERS AND OTHER AGREEMENTS

The undersigned Contractor agrees that as to all current contracts, purchase orders and other agreements, ("Contracts") as defined below, heretofore issued or entered into by Kerr-McGee Corporation ("Kerr-McGee") as purchaser of materials, supplies, services or an interest in real or personal property from the Contractor, and as to each such Contract which may hereafter be issued or entered into by Kerr-McGee in favor of the Contractor at any time within one (1) year following the date of this Supplement, the Contractor agrees to the applicable sections of A through H as shown below and agrees that without further reference thereto the provisions are and shall be automatically a part of and supplement to each such past and future contract and be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated therein in extenso.

For purposes of this Supplement, the term "Kerr-McGee" shall mean Kerr-McGee Corporation, a Delaware corporation, and its subsidiaries, and the words "contract" and "purchase order" shall mean any agreement or arrangement between Kerr-McGee and the Contractor for the furnishing of materials, supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between Kerr-McGee and the United States of America or under which any portion of Kerr-McGee's obligation under any one or more such contracts is performed, undertaken, or assumed.

If the amount of these contracts exceeds the listed limits, the designated sections apply:

Over $500,000	All sections
50,000	All sections except G(1)
10,000	All sections except C and G(1)
5,000	A, D, E, F, and H
2,500	A, D, F and H

A. EQUAL EMPLOYMENT OPPORTUNITY [41 C.F.R. §60-1.4(a)]

Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246, as amended, and referred to hereafter as the "Equal Opportunity Clause":

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246, of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any Executive Orders or regulations regarding nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state wherein it has establishments of the name and location of each such establishment in the state, as long as the Contractor is contractually bound to these provisions and has so advised the state system there is no need to advise the state system of subsequent contracts. The Contractor may advise the state system when it is no longer bound by this contract clause.

(5) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(6) The provisions of ¶ (2), (3) and (4) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings which are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(c) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(d) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(e) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans' Administration for disability rated at 30 per centum or more, for a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(f) "Veteran of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed between August 5, 1964 and May 7, 1975, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

(8) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(9) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations relevant orders of the Secretary of Labor issued pursuant to the Act.

(10) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(11) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(12) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of such direction by the Contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. NONSEGREGATED FACILITIES [41 C.F.R. §1-12.803-10(d)(1)]

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise: Contractor's policies and practices must assure appropriate physical facilities to both sexes. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, exceeding $10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES, A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually.)"

C. FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM

[41 C.F.R. §60-1.7; 42 U.S.C. §2000e(b); 41 C.F.R. §1-12.804-1(a); 41 C.F.R. §60-1.40; 41 C.F.R. §60-741.5]

Contractor further agrees and certifies that

(1) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO)-1) with the Joint Reporting Committee, at the appropriate address per the current instructions, within thirty (30) days of the date of contract award, unless such report has been filed within the twelve (12) months' period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

(2) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. §60-1.40; 41 C.F.R. 1-12.810, 41 C.F.R. §60-250.5 and 41 C.F.R. §60-741.5.

D. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA [41 C.F.R. §60-250]

Contractor further agrees and certifies that it will comply with the following:

(1) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(2) All suitable employment openings of the Contractor, which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, that if the contract is for less than $10,000 or if it is with a state or local government, the reports set forth in paragraphs (3) and (4) of this clause are not required.

or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

E. MINORITY BUSINESS ENTERPRISES [41 C.F.R. 1-1.1310-2; EO #11625]

The Contractor certifies that in all procurement contracts which may exceed $5,000 except (1) contracts which are to be performed entirely outside the United States, its possessions and Puerto Rico and (2) contracts for services which are personal in nature the following clauses shall be included.

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(2) The Contractor agrees to use it best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this Contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

In all procurement Contracts containing above clauses (1) and (2) which may exceed $500,000 and which offer substantial subcontracting possibilities, the following clauses shall be included:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(1) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--

(a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.

(b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(2) The contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

F. EMPLOYMENT OF THE HANDICAPPED [41 C.F. R. §60-741.4]

(1) On all Contracts which exceed $2,500, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicant and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) As used in this clause:

"Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment. A handicapped individual is "substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

G. SMALL BUSINESS UTILIZATION [32 C.F.R. 7-104.14 and 41 C.F.R. 1-1.710-3]

Contractor further agrees that if the amount of the Contract exceeds $10,000, it will be bound by the provision set forth in subparagraph (G)(1) below: and that if the amount of the Contract exceeds $500,000, and contains the clause set forth in subparagraph (G)(1) below, it will be bound by the provisions set forth in subparagraph (G)(2) below. (Excepted from the foregoing are Contracts (i) to be performed entirely outside the Untied States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, or (ii) for personal services.)

(1) Utilization of Small Business Concerns

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(2) Small Business Subcontracting Program

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the "Utilization of Small Business Concerns" clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding $10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business concerns were solicited.

(C) The reason for non-solicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the individual Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered

to be management records only and need not be submitted routinely to the Government, however, records maintained pursuant to this clause will be kept available for review.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of $10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business Administration (SBA) timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit DD Form 1140-1 each quarter in accordance with instructions provided on the form, except that where the Contractor elects to report on a corporate rather than a plant basis, he may submit his reports to the department having the responsibility for the Small Business Subcontracting Program at the corporate headquarters. The reporting requirements of this subparagraph (8) do not apply to Small Business Contractors, Small Business Subcontractors, or educational and nonprofit institutions.

(b) "A small business concern" is a concern that meets the pertinent criteria established by the SBA and set forth in paragraph 1-701 of the Armed Services Procurement Regulation.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of $500,000 and which contains the "Utilization of Small Business Concerns" clause provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors; except that the subcontractor will submit the DD Form 1140-1 reports to the department having the responsibility for reviewing its Small Business Subcontracting Program (A subcontractor may request advice from the nearest military purchasing or contract administration activity as to the department to which he should submit his reports.)

H. SMALL BUSINESS CONCERN OR MINORITY BUSINESS CONCERN INFORMATION

"As a contractor with the Federal Government, Kerr-McGee is required to know which of our suppliers are small business concerns, minority business enterprises or have plants located in labor surplus areas. Accordingly, would you note whether your company is a small business concern or a minority business enterprise as defined in Armed Service Procurement Regulations 1-701.1 or other applicable Federal Procurement Regulations or has plants located in labor surplus areas as listed in the U. S. Department of Labor publication "Area Labor Market Trends". Any questions you may have as to your status concerning the above should be referred to the office of the Small Business Administration servicing your area.

( ) We are (X) We are not a Small Business Concern

( ) We are (X) We are not a Minority Business Enterprise.

(X) We have no plants located in labor surplus areas

OR

( ) The following plants are located in labor surplus areas:

STS CONSULTANTS, LTD
Contractor

ACCEPTED AND AGREED TO

This 14th day of NOVEMBER, 19 96

By Robert G. Burgess

Its PRINCIPAL GEOLOGIST

KM-3658-3-J

MASTER WORK AGREEMENT
FOR
CONSULTING SERVICES

THIS AGREEMENT is made and entered into this **9th** day of **April 1997**, between **KERR-McGEE CHEMICAL CORPORATION** with offices at Kerr-McGee Center, P. O. Box 25861, Oklahoma City, Oklahoma 73125 ("Company") and **JERRY ABEL**, with offices at P. O. Box 1055, Pauls Valley, Oklahoma 73075, (an individual, "Consultant"). The phone number is (405) 238-7918

1. **WORK**. From time to time, Consultant will provide various consulting services ("Work") for Company as described in a work order ("Work Order"), the first of which is attached hereto as Exhibit "A". Except as otherwise provided in a Work Order, Consultant shall at its own expense: (a) furnish everything necessary, proper and incidental for the performance and completion of the Work under a Work Order, including all labor, supervision, materials, and services; and (b) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to labor, materials, and services furnished by Consultant under the Work Order.

2. **WORK ORDERS**. A Work Order, when received by Consultant, shall be binding upon the parties hereto and shall incorporate by reference all of the terms and conditions hereof. In addition to the description of the Work to be performed by Consultant, a Work Order shall set forth Consultant's compensation for the Work, and the date on which such Work is to be completed. A Work Order may vary the terms of this Agreement only when the Work Order expressly so states and sets forth the particular paragraph hereof that is to be varied, and any such variations shall apply only to the Work Order in which they are included. Consultant, by accepting a Work Order, represents that it has carefully inspected the Work Order along with any specifications, and has called Company's attention to any error, omission and question of intent associated with the Work Order. All such questions shall be resolved to the satisfaction of Company and Consultant prior to execution of the Work Order.

3. **COMPENSATION**. The compensation specified in the Work Order shall be the entire compensation payable to Consultant for the Work and such compensation shall not be subject to adjustment for any reason except as provided for in Paragraph 8 hereof. All invoices submitted under a Work Order shall be in such detail and be substantiated as Company may reasonably direct. Invoices will be paid by Company within fifteen (15) days of receipt.

4. **TERM.** This Agreement shall remain in effect from the date first written above until terminated as provided for in Paragraph 9.

5. **WARRANTIES.** Consultant warrants that the Work under a Work Order shall be performed: (a) in a good, safe and workmanlike fashion and manner; (b) in conformity with the professional standards, methods and practices customarily provided by an experienced and competent professional organization rendering the same or similar services; (c) in compliance with all applicable laws, rules, and regulations of any body having jurisdiction over the Work; and (d) in accordance with the provisions of this Agreement and the Work Order. If Company imposes any specific standards, methods or practices on the Work under a Work Order, same shall be included in such Work Order.

6. **INSURANCE.** At all times during the term of this Agreement, Consultant shall purchase and maintain the following minimum coverages with companies acceptable to Company:

(A) Statutory Workers' Compensation Insurance covering all employees to comply with the laws of the State where operations are conducted and Employer's Liability Insurance with a limit of not less than $500,000. If operations are conducted in a monopolistic state, the Employer's Liability Insurance shall be provided through a Stop Gap endorsement. (These Workers' Compensation and Employer's Liability policies must be carried and maintained by Consultant only if Consultant has one or more employees)

(B) Automobile Liability Insurance covering all automotive equipment used in performing the work hereunder (whether owned, non-owned or hired) with a combined single limit of not less than $300,000 each accident for bodily injury and/or property damage.

In the event Company requests Consultant to rent a car in connection with the performance of any of the Work hereunder, Consultant agrees not to purchase additional Collision Damage Insurance and Personal Accident Insurance from the rental agency. Company agrees to reimburse Consultant in the event of any damages that would be covered by this Collision Damage Insurance and Personal Accident Insurance, excess of any damage which would be covered by Consultants own Automobile Liability Insurance specified in (B) above.

The policies specified in (A) above shall be endorsed to waive rights of subrogation against Company. The policy specified in (B) above shall be endorsed to include Company as an additional insured with respect to operations performed under this Agreement. The policies above shall be primary to policies purchased and maintained by Company.

Prior to commencing work hereunder, Consultant shall furnish Company with an insurance certificate as evidence of the above coverages and requirements and containing the following statement:

> "Thirty (30) days' prior written notice will be given
> to Company in the event of cancellation or material
> change in coverage."

The consent of Company to the amounts of insurance specified in this Agreement shall not be considered as a limitation of Consultant's liability under the Agreement nor an agreement by Company to assume liability in excess of said amounts or for risks not insured against.

7. **INDEMNITY.**

(a) Consultant agrees to indemnify, defend, and hold Company free and harmless from and against any and all losses, damages, bodily injuries (including sickness, disease and death), fines, penalties and expenses directly or indirectly arising out of or resulting from: (I) the performance of the Work under a Work Order by Consultant or its subcontractors, or from any operation or activity of Consultant or its subcontractors in connection therewith, or (ii) any failure by Consultant or its subcontractors to comply with the terms and conditions of this Agreement or of the Work Order, provided, however, that such losses, damages, bodily injuries, fines, penalties and expenses are not caused by the negligence of Company.

(b) As used in this Paragraph, the term "Company" shall mean Kerr-McGee Corporation, its subsidiaries and the directors, officers, agents, and employees of each and of their subsidiaries.

8. **WORK CHANGES.** Company may, at any time by written notice to Consultant, require changes in the scope of the Work under a Work Order, including increases and decreases therein. In the event of increases or decreases in the Work compensation payable to Consultant shall be adjusted by the mutual agreement of the parties consistent with the items or units of Work performed under a Work Order, whether there is an increase or decrease in such items or units of Work. No claim by Consultant for extra, additional, or different Work under a Work Order, or any extension of time within which to complete such Work, will be allowed without Company's written authorization and consent given prior to the undertaking or incurring of any expense in connection therewith.

In the event the scope of Work under a Work Order is decreased, Consultant shall be entitled to all expenses and costs reasonably and necessarily incurred by Consultant by reason of the Work Order. In no event, however shall Consultant be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such decrease in the scope of the Work.

9. **TERMINATION AND TERMINATION FOR CONVENIENCE OF COMPANY.** Consultant may terminate this Agreement by giving ten (10) days written notice to Company of its intent to terminate this Agreement during which time Consultant shall continue to accept Work Orders and perform Work thereunder in a timely manner consistent with the terms of this Agreement.

Company may terminate this Agreement or the Work under a Work Order without the consent or fault of Consultant for the convenience of Company by giving ten (10) days written notice to Consultant. Consultant shall be compensated for all or any part of the Work under a Work Order earned to the date of termination of such Work. In no event shall Consultant be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such early termination.

10. **APPLICABLE LAWS.** Consultant, its subcontractors and the employees of each of them, shall at all times comply with all applicable laws (including, but not limited to the Occupational Safety and Health Act of 1970, as amended) ordinances, rules, regulations, codes and orders of the United States, any state, county

or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the Work under a Work Order.

11. **FUTURE WORK.** Nothing contained herein shall be construed to obligate Company to engage Consultant for any work in addition to, or different from, that expressly provided for under a Work Order.

12. **ACCEPTANCE OF THE WORK.** The use of the Work or any part thereof by Company, or Company's payment of all or any part of the compensation payable to Consultant under the Work Order, shall not be construed or interpreted as an admission of the performance by Consultant of the Work in accordance with the terms and conditions of this Agreement and the Work Order or preclude later assertion of claims against Consultant for deficiencies in the Work.

13. **CONTINUANCE OF WORK.** If any dispute shall arise under a Work Order, Consultant shall, unless otherwise directed by Company, continue to prosecute the Work pending resolution thereof by the courts or by mutual agreement of the parties.

14. **OTHER AGREEMENTS AND WORK FOR OTHERS.** Consultant represents that it has not entered into, and will not during the term of the Work under a Work Order enter into, any other agreement that would prevent its performing the Work in accordance with the terms and conditions stated in this Agreement.

15. **INCURRING OF OBLIGATIONS.** Neither party shall assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the other.

16. **REPORTS.** Consultant shall provide such written reports on the status and other aspects of the Work as may, from time to time, be reasonably directed by Company.

17. **NON-WAIVER.** No course of dealing between the parties hereto nor any failure by either party at any time, or from time to time, to enforce any of the terms and conditions of this Agreement or of a Work Order, shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the parties at any time to avail themselves of such remedies they may have for any breach of such term or condition.

18. **NONDISCRIMINATION.** Consultant agrees that it shall not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin and will be bound,by the terms and conditions contained in the "Supplement to Contracts, Purchase Orders and Other Agreements," a copy of which is attached hereto as Exhibit "B" and that it shall require its subcontractors to be similarly bound.

19. **ASSIGNMENT AND SUBCONTRACTING.** Consultant shall not assign this Agreement or subcontract any of the Work under a Work Order, or assign any moneys due or to become due hereunder without the prior written consent of Company. The consent of Company to any such assignment or subcontracting shall not relieve Consultant of the complete responsibility that the Work under a Work Order be performed in accordance with the terms and conditions of this Agreement and the Work Order, and Consultant shall remain liable to Company as if no such assignment or subcontract had been made.

20. **CONSULTANT QUALIFIED AND LICENSED.** Consultant represents that it has obtained or will obtain all licenses and permits required by applicable federal, state, county, municipal, and local laws, regulations and ordinances for it and its employees to undertake and perform the Work under a Work Order. Consultant further represents that it is fully experienced and properly qualified to perform the class of Work under a Work Order and that it is properly equipped, organized and financed to perform and complete such Work expeditiously. Any permits or licenses required specifically and exclusively for the Work under the Work Order shall be secured by Company.

21. **RIGHT TO USE DATA AND INFORMATION; CONFIDENTIAL INFORMATION.**

(a) Company shall have full right to use, in any manner when and where it may determine without any claim on the part of Consultant for additional compensation, all information, data, reports, specifications, findings, recommendations and memoranda of every description relating to the Work furnished to Company hereunder.

(b) Consultant shall not, without Company's prior written consent, disclose to others or make any use of confidential information ("Confidential Information"). Confidential Information means all technical data and information, except such data and information described in subparagraph (c) below, acquired by Consultant from Company in the performance of the Work or developed by Consultant in the performance of the Work. At the conclusion of the Work under a Work Order, or sooner if requested, Consultant shall return to Company all Confidential Information and shall not retain or permit others to retain any reproduction or copy thereof. The obligations hereunder with respect to restrictions on use and disclosure of Confidential Information shall survive the completion of the Work under a Work Order or earlier termination of this Agreement.

(c) Confidential Information as used herein does not include any information which: (i) is or becomes public information, unless it becomes public information through Consultant's failure to comply with the provisions of this Agreement, (ii) Consultant can document was in its possession at the time of disclosure to Consultant by Company as a matter of right without restriction on disclosure or use, and which had not been previously received directly or indirectly from Company, or (iii) Consultant acquires from others subsequent to disclosure by Company as a matter of right, without restriction on disclosure or use, and which was not received directly or indirectly from Company.

22. **OTHER CONSULTANTS AND CONTRACTORS.** Company reserves the right to enter into contracts with other consultants or contractors for work to be performed contemporaneously with the performance of Work under a Work Order, whether or not such other work is related to the Work. Consultant agrees to fully cooperate with such other consultants or contractors, if any, in properly coordinating its Work with theirs. The decision of Company with respect to all matters of coordination shall be final and binding upon Consultant.

23. **NOTICES.** All notices, requests, demands, and other communications required or permitted under this Agreement or in connection therewith, shall be given to or made upon the respective parties as follows:

If to Company:

Kerr-McGee Chemical Corporation
800 Weyrauch Street
P. O. Box 548
West Chicago, Illinois 60185
Attention: Mark S. Krippel
Fax No.: (630) 231-3990
Tel. No.: (630) 293-6331

If to Consultant:

Jerry Abel
P. O. Box 1055
Pauls Valley, Oklahoma 73075
Tel. No.: (405) 238-7918

Any notice given shall be effective: (a) when personally delivered; (b) if transmitted by fax to the number specified in this Paragraph and the appropriate answer back or confirmation of receipt is received; or (c) upon mailing by registered or certified mail, return receipt requested.

The above does not preclude the transmission of routine correspondence, messages, and information between the parties hereto by officials of either party or their designated representatives.

Either party may, from time to time and by written notice to the other, change its address or designated representative for the receipt of notices.

24. **INDEPENDENT CONSULTANT.** In performance of the Work under a Work Order, Consultant is and shall be an independent consultant with respect to the Work to be performed hereunder. Consultant shall be responsible for the detailed manner and method of performing the Work and the direction of all persons engaged in or on the Work, Company being interested only in the results obtained. Neither Consultant, any subcontractor, nor the employees of either shall be deemed to be the employees or agents of Company for any purpose whatsoever.

25. **SAFETY.** Consultant and its subcontractors shall at all times comply with the health and safety rules and regulations of the Company applicable to the Work and all materials, equipment and Work shall comply therewith. Consultant shall provide Company written verification that such health and safety requirements have been reviewed with Consultant's personnel and that they understand the requirements. Consultant shall promptly notify Company of a) any accident or occurrence involving damage to Company or third party property and b) any illness or injury suffered by Consultant's personnel, resulting from, or in any way associated with, performance of the Work.

26. **CONFLICT OF INTEREST.** Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Company's best interests. This obligation shall apply to the activities of Company, its employees and their families, of Consultant, vendors, subcontractors,

and third parties, arising under this Agreement and to the Work performed under a Work Order. Consultant's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans, or other considerations, for the purpose of influencing individuals, contrary to the Company's best interests.

27. **GOVERNING LAW AND FORUM.** This Agreement shall be construed in accordance with the Laws of the State of Oklahoma without giving effect to the conflicts of laws of the State of Oklahoma. The parties agree that any court of competent jurisdiction in Oklahoma County, State of Oklahoma shall be the exclusive venue for any cause of action to enforce rights under this Agreement.

28. **HEADINGS.** Paragraph headings are for convenience only and are not to be used in interpretation of any provision of this Agreement.

29. **INVALIDITY.** In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be affected or impaired thereby.

30. **ENTIRE AGREEMENTS; AMENDMENTS.** This Agreement and the attached exhibits: (a) set forth the entire agreement and understanding of the parties with respect to the Work; (b) supersedes and merges all prior discussions and writings between them; and (c) is not subject to modification or interpretation by any agent of the parties other than by a written amendment hereto duly executed by the parties. No representations have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONSULTANT	**COMPANY**
JERRY ABEL	**KERR-McGEE CHEMICAL CORPORATION**
By: Jerry R Abel	By: R. A. Thompson
Title: Consultant	Title: PROGRAM MANAGER

As a contractor or supplier of goods or services to Kerr-McGee Corporation as herein defined, please complete and return this form. This will eliminate the necessity of incorporating the applicable provisions in each new purchase order or contract.
THANK YOU.

PLEASE SIGN AND RETURN TO --

KERR-McGEE
CORPORATION
ATTN: Rhonda G. Steenbergen
P. O. Box 25861
Oklahoma City, OK 73125

JERRY ABEL

KERR-McGEE CORPORATION
AND SUBSIDIARY COMPANIES

SUPPLEMENT TO CONTRACTS, PURCHASE ORDERS AND OTHER AGREEMENTS

The undersigned Contractor agrees that as to all current contracts, purchase orders and other agreements, ("Contracts") as defined below, heretofore issued or entered into by Kerr-McGee Corporation ("Kerr-McGee") as purchaser of materials, supplies, services or an interest in real or personal property from the Contractor, and as to each such Contract which may hereafter be issued or entered into by Kerr-McGee in favor of the Contractor at any time within one (1) year following the date of this Supplement, the Contractor agrees to the applicable sections of A through H as shown below and agrees that without further reference thereto the provisions are and shall be automatically a part of and supplement to each such past and future contract and be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated therein in extenso.

For purposes of this Supplement, the term "Kerr-McGee" shall mean Kerr-McGee Corporation, a Delaware corporation, and its subsidiaries, and the words "contract" and "purchase order" shall mean any agreement or arrangement between Kerr-McGee and the Contractor for the furnishing of materials, supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between Kerr-McGee and the United States of America or under which any portion of Kerr-McGee's obligation under any one or more such contracts is performed, undertaken, or assumed.

If the amount of these contracts exceeds the listed limits, the designated sections apply:

Over $500,000	All sections
50,000	All sections except G(1)
10,000	All sections except C and G(1)
5,000	A, D, E, F, and H
2,500	A, D, F and H

A. EQUAL EMPLOYMENT OPPORTUNITY [41 C.F.R. §60-1.4(a)]

Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246, as amended, and referred to hereafter as the "Equal Opportunity Clause":

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246, of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of such direction by the Contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. NONSEGREGATED FACILITIES [41 C.F.R. §1-12.803-10(d)(1)]

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise: Contractor's policies and practices must assure appropriate physical facilities to both sexes. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, exceeding $10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES, A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually.)"

C. FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM

[41 C.F.R. §60-1.7; 42 U.S.C. §2000e(b); 41 C.F.R. §1-12.804-1(a); 41 C.F.R. §60-1.40; 41 C.F.R. §60-741.5]

Contractor further agrees and certifies that

(1) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO)-1) with the Joint Reporting Committee, at the appropriate address per the current instructions, within thirty (30) days of the date of contract award, unless such report has been filed within the twelve (12) months' period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

(2) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. §60-1.40; 41 C.F.R. 1-12.810, 41 C.F.R. §60-250.5 and 41 C.F.R. §60-741.5.

D. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA [41 C.F.R. §60-250]

Contractor further agrees and certifies that it will comply with the following:

(1) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(2) All suitable employment openings of the Contractor, which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, that if the contract is for less than $10,000 or if it is with a state or local government, the reports set forth in paragraphs (3) and (4) of this clause are not required.

(3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any Executive Orders or regulations regarding nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state wherein it has establishments of the name and location of each such establishment in the state, as long as the Contractor is contractually bound to these provisions and has so advised the state system there is no need to advise the state system of subsequent contracts. The Contractor may advise the state system when it is no longer bound by this contract clause.

(5) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(6) The provisions of ¶ (2), (3) and (4) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings which are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(c) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(d) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(e) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans' Administration for disability rated at 30 per centum or more, for a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(f) "Veteran of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed between August 5, 1964 and May 7, 1975, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

(8) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(9) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations relevant orders of the Secretary of Labor issued pursuant to the Act.

(10) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(11) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(12) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will

be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

E. MINORITY BUSINESS ENTERPRISES [41 C.F.R. 1-1.1310-2; EO #11625]

The Contractor certifies that in all procurement contracts which may exceed $5,000 except (1) contracts which are to be performed entirely outside the United States, its possessions and Puerto Rico and (2) contracts for services which are personal in nature the following clauses shall be included.

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(2) The Contractor agrees to use it best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this Contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

In all procurement Contracts containing above clauses (1) and (2) which may exceed $500,000 and which offer substantial subcontracting possibilities, the following clauses shall be included:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(1) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--

(a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.

(b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(2) The contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

F. EMPLOYMENT OF THE HANDICAPPED [41 C.F. R. §60-741.4]

(1) On all Contracts which exceed $2,500, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicant and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) As used in this clause:

"Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment. A handicapped individual is "substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

G. SMALL BUSINESS UTILIZATION [32 C.F.R. 7-104.14 and 41 C.F.R. 1-1.710-3]

Contractor further agrees that if the amount of the Contract exceeds $10,000, it will be bound by the provision set forth in subparagraph (G)(1) below: and that if the amount of the Contract exceeds $500,000, and contains the clause set forth in subparagraph (G)(1) below, it will be bound by the provisions set forth in subparagraph (G)(2) below. (Excepted from the foregoing are Contracts (i) to be performed entirely outside the Untied States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, or (ii) for personal services.)

(1) Utilization of Small Business Concerns

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(2) Small Business Subcontracting Program

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the "Utilization of Small Business Concerns" clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding $10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business concerns were solicited.

(C) The reason for non-solicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the individual Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government, however, records maintained pursuant to this clause will be kept available for review.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of $10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business Administration (SBA) timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit DD Form 1140-1 each quarter in accordance with instructions provided on the form, except that where the Contractor elects to report on a corporate rather than a plant basis, he may submit his reports to the department having the responsibility for the Small Business Subcontracting Program at the corporate headquarters. The reporting requirements of this subparagraph (8) do not apply to Small Business Contractors, Small Business Subcontractors, or educational and nonprofit institutions.

(b) "A small business concern" is a concern that meets the pertinent criteria established by the SBA and set forth in paragraph 1-701 of the Armed Services Procurement Regulation.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of $500,000 and which contains the "Utilization of Small Business Concerns" clause provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors; except that the subcontractor will submit the DD Form 1140-1 reports to the department having the responsibility for reviewing its Small Business Subcontracting Program (A subcontractor may request advice from the nearest military purchasing or contract administration activity as to the department to which he should submit his reports.)

H. SMALL BUSINESS CONCERN OR MINORITY BUSINESS CONCERN INFORMATION

"As a contractor with the Federal Government, Kerr-McGee is required to know which of our suppliers are small business concerns, minority business enterprises or have plants located in labor surplus areas. Accordingly, would you note whether your company is a small business concern or a minority business enterprise as defined in Armed Service Procurement Regulations 1-701.1 or other applicable Federal Procurement Regulations or has plants located in labor surplus areas as listed in the U. S. Department of Labor publication "Area Labor Market Trends". Any questions you may have as to your status concerning the above should be referred to the office of the Small Business Administration servicing your area.

( ) We are ( ) We are not a Small Business Concern

( ) We are ( ) We are not a Minority Business Enterprise.

( ) We have no plants located in labor surplus areas

OR

( ) The following plants are located in labor surplus areas:

JERRY ABEL
Contractor

ACCEPTED AND AGREED TO

This 17 day of April, 1997

By Jerry R Abel

Its

KM-3658-3-J

MASTER WORK AGREEMENT
FOR
CONSULTING SERVICES

THIS AGREEMENT is made and entered into this **8th** day of **January 1998**, between **KERR-McGEE CHEMICAL LLC** with offices at Kerr-McGee Center, P. O. Box 25861, Oklahoma City, Oklahoma 73125 ("Company") and **BONO CONSULTING, INC.** with offices at 1418 N. Hoffman Avenue, Park Ridge, Illinois 60068, ("Consultant"). The phone number is (847) 823-4777.

1. **WORK**. From time to time, Consultant will provide various consulting services ("Work") for Company as described in a work order ("Work Order"), the first of which is attached hereto as Exhibit "A". Except as otherwise provided in a Work Order, Consultant shall at its own expense: (a) furnish everything necessary, proper and incidental for the performance and completion of the Work under a Work Order, including all labor, supervision, materials, and services; and (b) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to labor, materials, and services furnished by Consultant under the Work Order.

2. **WORK ORDERS**. A Work Order, when accepted in writing by Consultant, shall be binding upon the parties hereto and shall incorporate by reference all of the terms and conditions hereof. In addition to the description of the Work to be performed by Consultant, a Work Order shall set forth Consultant's compensation for the Work, and the date on which such Work is to be completed. A Work Order may vary the terms of this Agreement only when the Work Order expressly so states and sets forth the particular paragraph hereof that is to be varied, and any such variations shall apply only to the Work Order in which they are included. Consultant, by accepting a Work Order, represents that it has carefully inspected the Work Order along with any specifications, and has called Company's attention to any error, omission and question of intent associated with the Work Order. All such questions shall be resolved to the satisfaction of Company and Consultant prior to execution of the Work Order.

3. **COMPENSATION**. The compensation specified in the Work Order shall be the entire compensation payable to Consultant for the Work and such compensation shall not be subject to adjustment for any reason except as provided for in Paragraph 8 hereof. All invoices submitted under a Work Order shall be in such detail and be substantiated as Company may reasonably direct. Monthly invoices will be paid by Company within fifteen (15) days of receipt.

4. **TERM**. This Agreement shall remain in effect from the date first written above until terminated as provided for in Paragraph 9.

5. **WARRANTIES**. Consultant warrants that the Work under a Work Order shall be performed: (a) in a good, safe and workmanlike fashion and manner; (b) in conformity with the professional standards, methods and practices customarily provided by an experienced and competent professional organization rendering the same or similar services; (c) in compliance with all applicable laws, rules, and regulations of any body having jurisdiction over the Work; and (d) in accordance with the provisions of this Agreement

and the Work Order. If Company imposes any specific standards, methods or practices on the Work under a Work Order, same shall be included in such Work Order. Company's sole remedy and Consultant's sole liability for any breach of the foregoing warranties or for any other matter arising under or in conjunction with this Agreement or the Work shall be limited to (i) Consultant's reperformance of any defective Work or (ii) Company's direct damages resulting per such breach. In no event will Consultant be liable for incidental, consequential or indirect damages.

6. **INSURANCE.** At all times during the term of this Agreement, Consultant shall purchase and maintain the following minimum coverages with companies acceptable to Company:

(A) Statutory Workers' Compensation Insurance covering all employees to comply with the laws of the State where operations are conducted and Employer's Liability Insurance with a limit of not less than $500,000. If operations are conducted in a monopolistic state, the Employer's Liability Insurance shall be provided through a Stop Gap endorsement. (These Workers' Compensation and Employer's Liability policies must be carried and maintained by Consultant only if Consultant has one or more employees)

(B) Automobile Liability Insurance covering all automotive equipment used in performing the work hereunder (whether owned, non-owned or hired) with a combined single limit of not less than $300,000 each accident for bodily injury and/or property damage.

In the event Company requests Consultant to rent a car in connection with the performance of any of the Work hereunder, Consultant agrees not to purchase additional Collision Damage Insurance and Personal Accident Insurance from the rental agency. Company agrees to reimburse Consultant in the event of any damages that would be covered by this Collision Damage Insurance and Personal Accident Insurance, excess of any damage which would be covered by Consultants own Automobile Liability Insurance specified in (B) above.

The policies specified in (A) above shall be endorsed to waive rights of subrogation against Company. The policy specified in (B) above shall be endorsed to include Company as an additional insured with respect to operations performed under this Agreement. The policies above shall be primary to policies purchased and maintained by Company.

Prior to commencing work hereunder, Consultant shall furnish Company with an insurance certificate as evidence of the above coverages and requirements and containing the following statement:

> "Thirty (30) days prior written notice will be given
> to Company in the event of cancellation or material
> change in coverage."

The consent of Company to the amounts of insurance specified in this Agreement shall not be considered as a limitation of Consultant's liability under the Agreement nor an agreement by Company to assume liability in excess of said amounts or for risks not insured against.

7. **INDEMNITY.**

(a) Consultant agrees to indemnify, defend and hold Company harmless from and against all losses and liabilities arising out of or resulting from: (i) the negligent performance of the Work under a Work Order by Consultant or its subcontractors, or (ii) any failure by Consultant or its subcontractors to comply with this Agreement. In no event shall Consultant be required to indemnify, defend and hold Company harmless for any loss or liability to the extent such is caused by the negligence of Company.

(b) As used in this Paragraph, the term "Company" shall mean Kerr-McGee Corporation, its subsidiaries and the directors, officers, agents, and employees of each and of their subsidiaries.

8. **WORK CHANGES.** Company may, at any time by written notice to Consultant, require changes in the scope of the Work under a Work Order, including increases and decreases therein. In the event of increases or decreases in the Work compensation payable to Consultant shall be adjusted by the mutual agreement of the parties consistent with the items or units of Work performed under a Work Order, whether there is an increase or decrease in such items or units of Work. No claim by Consultant for extra, additional, or different Work under a Work Order, or any extension of time within which to complete such Work, will be allowed without Company's written authorization and consent given prior to the undertaking or incurring of any expense in connection therewith.

In the event the scope of Work under a Work Order is decreased, Consultant shall be entitled to all expenses and costs reasonably and necessarily incurred by Consultant by reason of the Work Order. In no event, however shall Consultant be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such decrease in the scope of the Work.

9. **TERMINATION AND TERMINATION FOR CONVENIENCE OF COMPANY.** Consultant may terminate this Agreement by giving ten (10) days written notice to Company of its intent to terminate this Agreement during which time Consultant shall continue to accept Work Orders and perform Work thereunder in a timely manner consistent with the terms of this Agreement.

Company may terminate this Agreement or the Work under a Work Order without the consent or fault of Consultant for the convenience of Company by giving ten (10) days written notice to Consultant. Consultant shall be compensated for all or any part of the Work under a Work Order earned to the date of termination of such Work. In no event shall Consultant be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such early termination.

10. **APPLICABLE LAWS.** Consultant, its subcontractors and the employees of each of them, shall at all times comply with all laws applicable to the performance of Consultant's services (including, but not limited to the Occupational Safety and Health Act of 1970, as amended) ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the Work under a Work Order.

11. **FUTURE WORK.** Nothing contained herein shall be construed to obligate Company to engage Consultant for any work in addition to, or different from, that expressly provided for under a Work Order.

12. **ACCEPTANCE OF THE WORK**. The use of the Work or any part thereof by Company, or Company's payment of all or any part of the compensation payable to Consultant under the Work Order, shall not be construed or interpreted as an admission of the performance by Consultant of the Work in accordance with the terms and conditions of this Agreement and the Work Order or preclude later assertion of claims against Consultant for deficiencies in the Work. Any claims by Company against Consultant for deficiencies in the Work must be brought within one (1) year of the substantial completion of such Work.

13. **CONTINUANCE OF WORK**. If any dispute shall arise under a Work Order, Consultant shall, unless otherwise directed by Company, continue to prosecute the Work pending resolution thereof by the courts or by mutual agreement of the parties.

14. **OTHER AGREEMENTS AND WORK FOR OTHERS**. Consultant represents that it has not entered into, and will not during the term of the Work under a Work Order enter into, any other agreement that would prevent its performing the Work in accordance with the terms and conditions stated in this Agreement.

15. **INCURRING OF OBLIGATIONS**. Neither party shall assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the other.

16. **REPORTS**. Consultant shall provide such written reports on the status and other aspects of the Work as may, from time to time, be reasonably directed by Company.

17. **NON-WAIVER**. No course of dealing between the parties hereto nor any failure by either party at any time, or from time to time, to enforce any of the terms and conditions of this Agreement or of a Work Order, shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the parties at any time to avail themselves of such remedies they may have for any breach of such term or condition.

18. **NONDISCRIMINATION**. Consultant agrees that it shall not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin and will be bound by the terms and conditions contained in the "Supplement to Contracts, Purchase Orders and Other Agreements," a copy of which is attached hereto as Exhibit "B" and that it shall require its subcontractors to be similarly bound.

19. **ASSIGNMENT AND SUBCONTRACTING**. Consultant shall not assign this Agreement or subcontract any of the Work under a Work Order, or assign any moneys due or to become due hereunder without the prior written consent of Company. The consent of Company to any such assignment or subcontracting shall not relieve Consultant of the complete responsibility that the Work under a Work Order be performed in accordance with the terms and conditions of this Agreement and the Work Order, and Consultant shall remain liable to Company as if no such assignment or subcontract had been made.

20. **CONSULTANT QUALIFIED AND LICENSED.** Consultant represents that it has obtained or will obtain all licenses and permits required by applicable federal, state, county, municipal, and local laws, regulations and ordinances for it and its employees to undertake and perform the Work under a Work Order. Consultant further represents that it is fully experienced and properly qualified to perform the class of Work under a Work Order and that it is properly equipped, organized and financed to perform and complete such Work expeditiously. Any permits or licenses required specifically and exclusively for the Work under the Work Order shall be secured by Company.

21. **RIGHT TO USE DATA AND INFORMATION; CONFIDENTIAL INFORMATION.**

(a) Company shall have full right to use, in any manner when and where it may determine without any claim on the part of Consultant for additional compensation, all information, data, reports, specifications, findings, recommendations and memoranda of every description relating to the Work furnished to Company hereunder.

(b) Consultant shall not, without Company's prior written consent, disclose to others or make any use of confidential information ("Confidential Information"). Confidential Information means all technical data and information, except such data and information described in subparagraph (c) below, acquired by Consultant from Company in the performance of the Work or developed by Consultant in the performance of the Work. At the conclusion of the Work under a Work Order, or sooner if requested, Consultant shall return to Company all Confidential Information and shall not retain or permit others to retain any reproduction or copy thereof. The obligations hereunder with respect to restrictions on use and disclosure of Confidential Information shall survive the completion of the Work under a Work Order or earlier termination of this Agreement.

(c) Confidential Information as used herein does not include any information which: (i) is or becomes public information, unless it becomes public information through Consultant's failure to comply with the provisions of this Agreement, (ii) Consultant can document was in its possession at the time of disclosure to Consultant by Company as a matter of right without restriction on disclosure or use, and which had not been previously received directly or indirectly from Company, or (iii) Consultant acquires from others subsequent to disclosure by Company as a matter of right, without restriction on disclosure or use, and which was not received directly or indirectly from Company.

22. **OTHER CONSULTANTS AND CONTRACTORS.** Company reserves the right to enter into contracts with other consultants or contractors for work to be performed contemporaneously with the performance of Work under a Work Order, whether or not such other work is related to the Work. Consultant agrees to cooperate with such other consultants or contractors, if any, in properly coordinating its Work with theirs. The decision of Company with respect to all matters of coordination shall be final and binding upon Consultant. In the event such coordination changes the scope of the Work or increases Consultant's cost to perform the Work, it shall be treated as a Work Change under Paragraph 8 of this Agreement.

23. **INDEPENDENT CONSULTANT.** In performance of the Work under a Work Order, Consultant is and shall be an independent consultant with respect to the Work to be performed hereunder. Consultant shall be responsible for the detailed manner and method of performing the Work and the direction of all persons engaged in or on the Work who are employed or engaged by Consultant, Company being interested only in the results obtained. Neither Consultant, any subcontractor, nor the employees of either shall be deemed to be the employees or agents of Company for any purpose whatsoever.

24. **SAFETY.** Consultant and its subcontractors shall at all times comply with the health and safety rules and regulations of the Company applicable to the Work and all materials, equipment and Work shall comply therewith. Consultant shall provide Company written verification that such health and safety requirements have been reviewed with Consultant's personnel and that they understand the requirements. Consultant shall promptly notify Company of a) any accident or occurrence involving damage to Company or third party property and b) any illness or injury suffered by Consultant's personnel, resulting from, or in any way associated with, performance of the Work.

25. **CONFLICT OF INTEREST.** Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Company's best interests. Consultant's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans, or other considerations, for the purpose of influencing individuals, contrary to the Company's best interests.

26. **GOVERNING LAW AND FORUM.** This Agreement shall be construed in accordance with the Laws of the State of Oklahoma without giving effect to the conflicts of laws of the State of Oklahoma. The parties agree that any court of competent jurisdiction in Oklahoma County, State of Oklahoma shall be the exclusive venue for any cause of action to enforce rights under this Agreement.

27. **HEADINGS.** Paragraph headings are for convenience only and are not to be used in interpretation of any provision of this Agreement.

28. **INVALIDITY.** In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be affected or impaired thereby.

29. **ENTIRE AGREEMENTS; AMENDMENTS.** This Agreement and the attached exhibits: (a) set forth the entire agreement and understanding of the parties with respect to the Work; (b) supersedes and merges all prior discussions and writings between them; and (c) is not subject to modification or interpretation by any agent of the parties other than by a written amendment hereto duly executed by the parties. No representations have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONSULTANT	**COMPANY**
BONO CONSULTING, INC.	**KERR-McGEE CHEMICAL LLC**
By: Bernard A. Bono	By: [illegible]
Title: Principal	Title: V.P.

EXHIBIT "B"

As a contractor or supplier of goods or services to Kerr-McGee Corporation as herein defined, please complete and return this form. This will eliminate the necessity of incorporating the applicable provisions in each new purchase order or contract. THANK YOU.	**PLEASE SIGN AND RETURN TO --**	KERR-McGEE CORPORATION ATTN: Rhonda G. Steenbergen P. O. Box 25861 Oklahoma City, OK 73125

BONO CONSULTING, INC.

KERR-McGEE CORPORATION

AND SUBSIDIARY COMPANIES

SUPPLEMENT TO CONTRACTS, PURCHASE ORDERS AND OTHER AGREEMENTS

The undersigned Contractor agrees that as to all current contracts, purchase orders and other agreements, ("Contracts") as defined below, heretofore issued or entered into by Kerr-McGee Corporation ("Kerr-McGee") as purchaser of materials, supplies, services or an interest in real or personal property from the Contractor, and as to each such Contract which may hereafter be issued or entered into by Kerr-McGee in favor of the Contractor at any time within one (1) year following the date of this Supplement, the Contractor agrees to the applicable sections of A through H as shown below and agrees that without further reference thereto the provisions are and shall be automatically a part of and supplement to each such past and future contract and be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated therein in extenso.

For purposes of this Supplement, the term "Kerr-McGee" shall mean Kerr-McGee Corporation, a Delaware corporation, and its subsidiaries, and the words "contract" and "purchase order" shall mean any agreement or arrangement between Kerr-McGee and the Contractor for the furnishing of materials, supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between Kerr-McGee and the United States of America or under which any portion of Kerr-McGee's obligation under any one or more such contracts is performed, undertaken, or assumed.

If the amount of these contracts exceeds the listed limits, the designated sections apply:

Over $500,000	All sections
50,000	All sections except G(1)
10,000	All sections except C and G(1)
5,000	A, D, E, F, and H
2,500	A, D, F and H

A. EQUAL EMPLOYMENT OPPORTUNITY [41 C.F.R. §60-1.4(a)]

Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246, as amended, and referred to hereafter as the "Equal Opportunity Clause":

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246, of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of such direction by the Contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. NONSEGREGATED FACILITIES [41 C.F.R. §1-12.803-10(d)(1)]

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise: Contractor's policies and practices must assure appropriate physical facilities to both sexes. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, exceeding $10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES, A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually.)"

C. FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM

[41 C.F.R. §60-1.7; 42 U.S.C. §2000e(b); 41 C.F.R. §1-12.804-1(a); 41 C.F.R. §60-1.40; 41 C.F.R. §60-741.5]

Contractor further agrees and certifies that

(1) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO)-1) with the Joint Reporting Committee, at the appropriate address per the current instructions, within thirty (30) days of the date of contract award, unless such report has been filed within the twelve (12) months' period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

(2) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. §60-1.40; 41 C.F.R. 1-12.810, 41 C.F.R. §60-250.5 and 41 C.F.R. §60-741.5.

D. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

[41 C.F.R. §60-250]

Contractor further agrees and certifies that it will comply with the following:

(1) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(2) All suitable employment openings of the Contractor, which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, that if the contract is for less than $10,000 or if it is with a state or local government, the reports set forth in paragraphs (3) and (4) of this clause are not required.

(3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any Executive Orders or regulations regarding nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state wherein it has establishments of the name and location of each such establishment in the state, as long as the Contractor is contractually bound to these provisions and has so advised the state system there is no need to advise the state system of subsequent contracts. The Contractor may advise the state system when it is no longer bound by this contract clause.

(5) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(6) The provisions of ¶ (2), (3) and (4) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings which are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(c) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(d) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(e) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans' Administration for disability rated at 30 per centum or more, for a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(f) "Veteran of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed between August 5, 1964 and May 7, 1975, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

(8) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(9) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations relevant orders of the Secretary of Labor issued pursuant to the Act.

(10) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(11) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(12) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

E. MINORITY BUSINESS ENTERPRISES [41 C.F.R. 1-1.1310-2; EO #11625]

The Contractor certifies that in all procurement contracts which may exceed $5,000 except (1) contracts which are to be performed entirely outside the United States, its possessions and Puerto Rico and (2) contracts for services which are personal in nature the following clauses shall be included.

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(2) The Contractor agrees to use it best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this Contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

In all procurement Contracts containing above clauses (1) and (2) which may exceed $500,000 and which offer substantial subcontracting possibilities, the following clauses shall be included:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(1) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--

(a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.

(b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(2) The contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

F. EMPLOYMENT OF THE HANDICAPPED [41 C.F. R. §60-741.4]

(1) On all Contracts which exceed $2,500, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicant and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) As used in this clause:

"Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment. A handicapped individual is "substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

G. SMALL BUSINESS UTILIZATION [32 C.F.R. 7-104.14 and 41 C.F.R. 1-1.710-3]

Contractor further agrees that if the amount of the Contract exceeds $10,000, it will be bound by the provision set forth in subparagraph (G)(1) below: and that if the amount of the Contract exceeds $500,000, and contains the clause set forth in subparagraph (G)(1) below, it will be bound by the provisions set forth in subparagraph (G)(2) below. (Excepted from the foregoing are Contracts (i) to be performed entirely outside the Untied States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, or (ii) for personal services.)

(1) Utilization of Small Business Concerns

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(2) Small Business Subcontracting Program

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the "Utilization of Small Business Concerns" clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding $10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business concerns were solicited.

(C) The reason for non-solicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the individual Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government, however, records maintained pursuant to this clause will be kept available for review.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of $10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business Administration (SBA) timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit DD Form 1140-1 each quarter in accordance with instructions provided on the form, except that where the Contractor elects to report on a corporate rather than a plant basis, he may submit his reports to the department having the responsibility for the Small Business Subcontracting Program at the corporate headquarters. The reporting requirements of this subparagraph (8) do not apply to Small Business Contractors, Small Business Subcontractors, or educational and nonprofit institutions.

(b) "A small business concern" is a concern that meets the pertinent criteria established by the SBA and set forth in paragraph 1-701 of the Armed Services Procurement Regulation.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of $500,000 and which contains the "Utilization of Small Business Concerns" clause provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors; except that the subcontractor will submit the DD Form 1140-1 reports to the department having the responsibility for reviewing its Small Business Subcontracting Program (A subcontractor may request advice from the nearest military purchasing or contract administration activity as to the department to which he should submit his reports.)

H. SMALL BUSINESS CONCERN OR MINORITY BUSINESS CONCERN INFORMATION

"As a contractor with the Federal Government, Kerr-McGee is required to know which of our suppliers are small business concerns, minority business enterprises or have plants located in labor surplus areas. Accordingly, would you note whether your company is a small business concern or a minority business enterprise as defined in Armed Service Procurement Regulations 1-701.1 or other applicable Federal Procurement Regulations or has plants located in labor surplus areas as listed in the U. S. Department of Labor publication "Area Labor Market Trends". Any questions you may have as to your status concerning the above should be referred to the office of the Small Business Administration servicing your area.

( ) We are ( ) We are not a Small Business Concern

( ) We are ( ) We are not a Minority Business Enterprise.

( ) We have no plants located in labor surplus areas

OR

( ) The following plants are located in labor surplus areas:

BONO CONSULTING, INC.

Contractor

ACCEPTED AND AGREED TO

This 14 day of January, 1998

By Bernard A. Bono

Its Principal

KM-3658-3-J

KERR-McGEE CHEMICAL CORPORATION

MAY 24 1994

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MASTER-WORK AGREEMENT FOR CONSTRUCTION OR FIELD SERVICES

THIS AGREEMENT is made and entered into as of the 23rd day of May, 19 94

by and between KERR-McGEE CHEMICAL CORPORATION ("Company") and Fot Exploration, Inc.

, with offices at Suite 1212, 500 Park Boulevard, Itasca, Illinois 60143 ("Contractor") for work to be performed from time to time

at the facility of the Company located in various areas

("Facility") under the following terms and conditions:

708-773-4877
708-773-4942 (Fax)

1. WORK: All work ("Work") to be performed from time to time hereunder by Contractor shall be described in a Work Order ("Work Order"), a specimen form of which is attached hereto as Exhibit "A", to which may be attached plans, drawings and specifications governing such Work. Except as otherwise provided in a Work Order, Contractor shall at its own expense (a) furnish everything necessary, proper and incidental for the performance and completion of the Work under a Work Order, including all labor, supervision, materials, tools, equipment, utility connects and disconnects, and services, (b) secure all necessary licenses and permits required for the prosecution of the Work under a Work Order and provide any bond required by law in connection therewith and (c) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to materials and services furnished by Contractor under the Work Order.

2. WORK ORDERS: A Work Order, when accepted by Contractor, shall be binding upon the parties hereto and shall incorporate by reference all of the terms and conditions hereof. In addition to the description of the Work to be performed by Contractor, a Work Order shall set forth Contractor's compensation for the Work and the date on which such Work is to be completed. A Work Order may vary the terms of this Agreement only when the Work Order expressly so states and sets forth the particular paragraph hereof that is to be varied. Nothing contained herein shall require the Company to order any Work by Contractor. Contractor, by accepting a Work Order, represents that it has carefully inspected the Work Order along with any attached plans, drawings and specifications, and has called the Company's attention to any error, omission and question of intent therein.

3. COMPENSATION: The compensation specified in the Work Order shall be the entire compensation payable to Contractor for the Work and such compensation shall not be subject to adjustment for any reason except as provided in Paragraph 9 hereof. All invoices submitted under a Work Order shall be in such detail and be substantiated as the Company may direct. If Contractor is to be compensated on a time, materials or other cost basis for all or any part of the Work under a Work Order, Contractor shall maintain its books and records with respect to such charges in accordance with generally accepted accounting practices. Such books and records shall be retained for a period of two (2) years after the calendar year in which such charges are invoiced and the Company shall have the right at all reasonable times during such period to audit and inspect such books and records so as to verify the charges so invoiced.

4. TERM: This Agreement shall remain in effect from the date first written above until terminated as provided in Paragraph 10.

5. WARRANTIES: Contractor warrants (i) that the Work under a Work Order shall be performed in a good, safe and workmanlike fashion and manner and in conformity with the highest industry standards, methods and practices and that such Work shall be free from defects in workmanship and shall be performed strictly in accordance with the provisions of this Agreement and the Work Order and (ii) that all Contractor furnished materials and equipment, if any, incorporated into the Work shall conform to drawings, plans and specifications, if any, shall be new, shall be free from defects, shall be fit for the use and purpose intended, and shall be free and clear of all liens, claims, security interests and encumbrances. If requested by the Company, Contractor shall supply evidence satisfactory to the Company that the materials and equipment incorporated into the Work comply with the provision of this Agreement and the Work Order.

6. REMEDY OF DEFICIENCIES, DAMAGE AND LOSS: Contractor shall at its sole cost, correct, replace, repair or otherwise remedy, all as directed by the Company (i) any Work under a Work Order or materials and equipment incorporated into the Work under a Work Order that is not as warranted in Paragraph 5 above and any resulting damage and/or required corrective work caused thereby and (ii) any Work, materials or equipment that is damaged or lost prior to the Company's written acceptance of the Work pursuant to Paragraph 13.

7. INSURANCE: Contractor shall, at its expense, carry and maintain while performing any Work under a Work Order insurance policies in a company or companies satisfactory to the Company of the following types and of not less than the following amounts:

(a) Statutory Workers' Compensation Insurance, including Employers' Liability Insurance with limits of One Hundred Thousand Dollars ($100,000) each accident, covering all of Contractor's personnel performing the Work under a Work Order, and

(b) Comprehensive General Liability Insurance covering all operations (including products and completed operations) and covering all vehicles and equipment used in the performance of the Work under a Work Order (whether owned, rented or borrowed) with combined limits of Five Hundred Thousand Dollars ($500,000) for bodily injury, including death, and property damage as to any one occurrence or as to any one claim.

The Comprehensive General Liability Policy shall name the Company as defined in Paragraph 8(b) as additional insured with respect to all Work to be performed under this Agreement, shall include contractual liability coverage for the indemnity provisions contained in Paragraph 8(a), shall contain a broad form property damage endorsement, ~~and the coverage of such policy shall be primary without regard to any insurance carried and maintained by the Company.~~ The Workers' Compensation Insurance Policy shall expressly waive subrogation against the Company as defined in Paragraph 8(b). gwl

Prior to commencing the Work under the first Work Order, Contractor shall furnish Company with certificates of insurance evidencing the above coverages and endorsements and containing the following statement:

"Thirty (30) days' notice will be given to Kerr-McGee Chemical Corporation before material change in or cancellation of this policy shall be effective."

Upon request the Contractor shall furnish Company with a copy of each such policy. Contractor further agrees to provide the Company with any special insurance and additional coverages or limits which the Company may by notice to Contractor require, the reasonable cost thereof to be reimbursed to Contractor by the Company.

All insurance carried and maintained by Contractor and its subcontractors covering risk of loss or damage to materials, tools and equipment used in the performance of the Work under a Work Order shall provide a waiver of subrogation against the Company as defined in Paragraph 8(b).

Contractor shall cause each subcontractor under a subcontract let by Contractor to carry insurance equivalent to subparagraphs (a) and (b) above covering such subcontractor's work. Subcontractor's Comprehensive General Liability Policy under subparagraph (b) shall contain a broad form property damage endorsement and shall include contractual liability coverage for the indemnity provisions contained in Paragraph 8(a).

The consent of the Company to the insurance and limits insured as shown in this Paragraph 7 shall not be considered as a limitation of contractor's liability under this Agreement and any Work Order, nor an agreement by the Company to assume liability in excess of said amounts or for risks not insured against.

8. INDEMNITY:

(a) Contractor agrees to indemnify, defend and hold the Company free and harmless from and against any and all losses, damages, bodily injuries (including sickness, disease and death), fines, penalties and expenses directly or indirectly arising out of or resulting from: (i) the performance of the Work under a Work Order by Contractor or its subcontractors or from any operation or activity of Contractor or its subcontractors in connection therewith or (ii) any failure by Contractor or its subcontractors to comply with the requirements of this Agreement or of the Work Order.

(b) As used in this Paragraph, the term "Company" shall mean Kerr-McGee Chemical Corporation, Kerr-McGee Corporation, subsidiaries of both and the directors, employees and agents of both and of their subsidiaries.

9. WORK CHANGES: The Company may at any time by written notice to Contractor require changes in the scope of the Work under a Work Order, including increases and decreases therein. In such event the compensation payable Contractor shall be adjusted by the mutual agreement of the parties except where the increase or decrease in the Work under a Work Order involves items of Work to be performed on a time, materials or other cost basis, or on a basis of units of Work, in which event Contractor shall be compensated on such basis for all such items or units of Work performed under a Work Order whether there is an increase or decrease in such items or units of Work. No claim by Contractor for extra, additional or different Work under a Work Order or any extension of time within which to complete such Work will be allowed without the Company's written authorization and consent given prior to the undertaking of or incurring of any expense in connection therewith.

10. TERMINATION AND TERMINATION FOR CONVENIENCE OF COMPANY: Either party hereto may terminate this Agreement upon written notice to the other except that such termination by Contractor shall not be effective with respect to Work Orders accepted by the Contractor prior to such termination. The Company may, however, without the consent or fault of Contractor terminate the Work under a Work Order for the convenience of the Company at any time upon written notice to Contractor. If Contractor is to be compensated for all or any part of the Work under a Work Order on a time, materials or other cost basis, or on the basis of units of Work performed, Contractor shall upon such early termination by the Company be paid all compensation earned to date of termination of such Work. If Contractor is to be compensated for all or any part of the Work under a Work Order on a lump sum basis, the compensation to be paid for such terminated Work shall be adjusted by the mutual agreement of the parties. In no event, however, shall Contractor be entitled to any prospective profits or reimbursement of prospective overhead general expenses, administrative expenses or damages (consequential or otherwise) because of such early termination.

11. APPLICABLE LAWS: Contractor and its subcontractors shall at all times comply with all applicable laws (including, but not limited to the Federal Mine Safety and Health Act of 1977 or the Occupational Safety and Health Act of 1970, whichever is applicable), ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the Work under a Work Order.

12. TITLE: Title to all Work completed or in the course of completion under a Work Order and title to all equipment and materials to be incorporated into the Work under a Work Order on Account of which the Company has made any payment shall be in the Company. Notwithstanding title thereto being in the Company, the care, custody, control and protection of the Work under a Work Order and of such materials and equipment shall be with Contractor, and the risk of loss or damage thereto shall be borne by Contractor until acceptance of the Work.

13. ACCEPTANCE OF THE WORK: Upon the completion of the Work under a Work Order, the Company shall deliver to the Contractor its written acceptance thereof. Such acceptance or the use of the Work or any part thereof by the Company or the Company's payment of all or any part of the compensation payable to the Contractor under the Work Order shall not be construed or interpreted as an admission of the performance by the Contractor of the Work in accordance with the requirements of this Agreement and the Work Order or preclude later assertion of claims against the Contractor for deficiencies in the Work.

14. CONTINUANCE OF WORK: If any dispute shall arise under a Work Order, the Contractor shall, unless otherwise directed by the Company, continue to prosecute the Work pending resolution thereof by the courts or mutual agreement of the Company and Contractor.

15. SITE CONDITIONS AFFECTING THE WORK: Contractor agrees that prior to the execution of a Work Order it will carefully inspect the Work Order along with any attached plans, drawings and specifications and call the Company's attention to any error or omission and question of intent associated with the Work Order. All such questions shall be resolved to the satisfaction of the Company and the Contractor prior to execution of the Work Order. During execution of the Work Order, Contractor will promptly inform the Company of variances from the Work Order arising from the location of the Work, proximity of the Work to adjacent facilities, conditions of the Work site, or otherwise, and it will promptly report any changes in anticipated costs or schedule associated with the variances. Any associated revisions to the Work Order shall be subject to the prior approval of the Company.

16. LIMITATION OF AREAS OCCUPIED FOR WORK: Contractor shall restrict its presence and that of its employees to the area of the Work under the Work Order (including storage and parking areas and areas of access to and from the worksite), all as directed by the Company.

17. NONINTERFERENCE WITH FACILITY: All Work by the Contractor under a Work Order shall be done in such a manner as not to interfere with the operation of the Facility and Contractor shall take all action necessary or requested by the Company to effect the purposes of this Paragraph.

18. NON-WAIVER: No course of dealing between the parties hereto nor any failure by the Company at any time, or from time to time, to enforce any term or condition of this Agreement or of a Work Order shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the Company at any time to avail itself of such remedies as it may have for any breach of such term or condition.

19. NONDISCRIMINATION: Contractor certifies if the compensation to be paid under a Work Order exceeds Two Thousand Five Hundred Dollars ($2,500) that it will comply with the provisions of 41 CFS 60-741 pertaining to Employment of the Handicapped and if such compensation exceeds Ten Thousand Dollars ($10,000) that it will comply with the provisions of § 202 of Executive Order 11246, as amended, pertaining to Nondiscrimination in Employment and Affirmative Action.

20. ASSIGNMENT AND SUBCONTRACTING: Contractor shall not assign this Agreement or any Work Order, subcontract any of the Work under a Work Order, or assign any moneys to become due hereunder without the prior written consent of the Company. The consent of the Company to any such assignment or subcontracting shall not relieve Contractor of the complete responsibility that the Work under a Work Order be performed in accordance with the terms and conditions of this Agreement and the Work Order and Contractor shall remain liable to the Company as if no such assignment or subcontract had been made.

21. CONTRACTOR LICENSED: Contractor represents that it has obtained all licenses and permits required by applicable federal, state and local laws, regulations and ordinances to do the Work under a Work Order. Contractor further represents that it is fully experienced and qualified to perform the Work under Work Order and that it is properly equipped, organized and financed to perform and complete such Work.

22. LIENS: Contractor shall discharge at once all liens which may be filed in connection with the Work under a Work Order and shall defend and hold the Company and Facility free and harmless therefrom. Prior to any payment under a Work Order and as a condition thereof, Contractor shall furnish to the Company written releases and lien waivers for all labor, materials or equipment used in performance of the Work.

23. HOUSEKEEPING: Contractor shall at all times maintain good housekeeping at the worksite under a Work Order and upon completion of the Work shall remove all debris and waste material and leave the worksite in a neat and clean condition, all to the satisfaction of the Company.

24. OTHER CONTRACTORS: The Company reserves the right to enter into contracts with other contractors for work to be performed contemporaneously with the performance of Work under a Work Order whether or not such other work is related to the Work. Contractor agrees to fully cooperate with such other contractors, if any, in properly coordinating its Work with theirs. The decision of the Company with respect to all matters of coordination shall be final and binding upon Contractor.

25. INSPECTION: The Company may conduct such tests and make such inspections of the Work under a Work Order as it deems desirable to ensure that the Work is being performed in accordance with the obligations of the Contractor under this Agreement and the Work Order. If such tests or inspections indicate that the Work fails to satisfy such requirements, Contractor shall at its sole cost and expense remedy the deficiencies therein. Nothing herein shall be construed or interpreted to mean that any inspection, test or approval given by the Company or Company's representative shall relieve Contractor from its obligations under this Agreement and the Work Order.

26. INDEPENDENT CONTRACTOR: In performance of the Work under a Work Order, Contractor shall operate as an independent contractor and not as agent of the Company, and as such shall have absolute and full power of management and direction in all matters relating to the Work. Neither the Contractor, any subcontractor of Contractor nor the Employees of either shall be deemed to be employees or agents of the Company for any purpose whatsoever.

27. SAFETY: Contractor and its subcontractors shall at all times comply with the health and safety rules and regulations of the Company applicable to the Work and/or in force at the Facility, and all materials, equipment and Work shall comply therewith. Contractor shall provide Company written verification that such health and safety requirements have been reviewed with Contractor's personnel and that they understand the requirements. Where a supply of Company safety handbooks is distributed to Contractor, Company may direct Contractor to have each of its personnel engaged in the Work read the handbook and then date, sign and return to Company the acknowledgement page therefrom. All personal safetywear, including gloves, protective headgear, steel-toed footwear and safety glasses, shall be provided by Contractor at no expense to Company. Contractor shall promptly notify Company of a) any accident or occurrence involving damage to Company or third party property and b) any illness or injury suffered by Contractor's personnel, resulting from, or in any way associated with, performance of the Work.

28. ENTIRE AGREEMENT AND AMENDMENTS: No change, modification of or addition to this Agreement or any Work Order hereunder shall be effective unless in writing and signed by both parties. This Agreement and the Work Order constitutes the entire understanding between the parties with respect to the Work and supersedes any prior negotiations, understandings and agreements, written or oral, with respect to the Work. See attachment which includes Items 29. and 30..

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

KERR-McGEE CHEMICAL CORPORATION

Fox Exploration, Inc.
(Contractor)

☐ Proprietorship
☐ Partnership
☒ Corporation

By [signature]
Title PRESIDENT

By [signature]
Title President

ATTACHMENT TO KERR-MCGEE'S MASTER-WORK AGREEMENT FOR CONSTRUCTION OR FIELD SERVICES

29. PROPRIETARY INFORMATION: Contractor shall maintain in secrecy, and use only for the benefit of Company, all proprietary information of the Company revealed to it during the performance of the Work, including that relating to equipment and to manufacturing processes, and shall secure from others in its employ, including any subcontractors, agreements for the benefit of the Company to effect the purpose of this paragraph.

30. PAYMENT: Kerr-McGee will pay invoices 30 days after approval. Approval will be given only after receipt of complete substantiation of all particulars related to the invoices.

Contractor's initials _____ .

KERR-McGEE CHEMICAL LLC
EXHIBIT "A"

WORK ORDER #40-14-01-JDW-FF

Envirocon, Inc. ("Contractor") agrees to perform and complete the following ("Work") for Kerr-McGee Chemical LLC ("Company") at its Lindsay Light II Site ("Site") located at 316 East Illinois Avenue in downtown Chicago, Illinois in accordance with the terms and condition of the **Master Work Agreement for Construction Services**, dated **May 19, 1997**, all of which terms and conditions are incorporated herein by reference.

Provide necessary equipment and construction labor to support those specific remediation activities directed by the Company at the Site.

For performance of the work under this Work Order, the Company shall pay the Contractor on the basis of time and materials within thirty (30) days of receipt of an approved biweekly invoice. Total cost of the Contractor's compensation is not to exceed **Two Hundred Fifty Thousand Dollars ($250,000.00)** without prior **written authorization** from the Company.

Invoices shall identify the **Work Order Number (40-14-01-JDW-FF) for the Lindsay Light II Site**, itemize cost by person and equipment furnished, include the Company **Project Number 80018** and summarize the total costs expended vs. the authorization in a table at the bottom of the invoice. Any receipts for materials used or other proofs for expenses incurred, for which reimbursement is expected, shall be furnished with the invoice.

These activities are expected to be commence in **November of 1998** and continue through the middle of June of 1999. This Work Order shall therefore expire on **June 30, 1999.**

For Company: Dave Jedlicka
(630)-293-6332
Fax (630) 231-3990

For Contractor: Rex Long
(630) 293-6354
Fax (630) 293-6370

KERR-McGEE CHEMICAL LLC

By [signature]

Title Vice President

Date 10/11/98

ENVIROCON, INC.

By Michael S Stutzman

Title PRESIDENT

Date 10-21-98

Please send invoices to Kerr-McGee Chemical LLC, Attn.: David Jedlicka, 800 Wyerauch Street, P. O. Box 548, West Chicago, IL 60185. For invoice inquiries, call Diana Bell at (405) 270-3788, Fax (405) 270-3787.

KERR-McGEE CHEMICAL CORPORATION

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MASTER-WORK AGREEMENT FOR CONSTRUCTION OR FIELD SERVICES

THIS AGREEMENT is made and entered into as of the 8th day of July, 19 97

by and between KERR-McGEE CHEMICAL CORPORATION ("Company") and TRS STAFFING SOLUTIONS, INC.

, with offices at Brittany Tower, 17 W. 662 Butterfield

Road, Suite 202, Oakbrook Terrace, IL 60181 ("Contractor") for work to be performed from time to time

Phone No. 1-800-489-9150/Fax 630-705-2814

at the facility of the Company located in West Chicago, IL

("Facility") under the following terms and conditions:

1. WORK: All work ("Work") to be performed from time to time hereunder by Contractor shall be described in a Work Order ("Work Order"), a specimen form of which is attached hereto as Exhibit "A", to which may be attached plans, drawings and specifications governing such Work. Except as otherwise provided in a Work Order, Contractor shall at its own expense (a) furnish everything necessary, proper and incidental for the performance and completion of the Work under a Work Order, including all labor, supervision, materials, tools, equipment, utility connects and disconnects, and services, (b) secure all necessary licenses and permits required for the prosecution of the Work under a Work Order and provide any bond required by law in connection therewith and (c) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to materials and services furnished by Contractor under the Work Order.

2. WORK ORDERS: A Work Order, when accepted by Contractor, shall be binding upon the parties hereto and shall incorporate by reference all of the terms and conditions hereof. In addition to the description of the Work to be performed by Contractor, a Work Order shall set forth Contractor's compensation for the Work and the date on which such Work is to be completed. A Work Order may vary the terms of this Agreement only when the Work Order expressly so states and sets forth the particular paragraph hereof that is to be varied. Nothing contained herein shall require the Company to order any Work by Contractor. Contractor, by accepting a Work Order, represents that it has carefully inspected the Work Order along with any attached plans, drawings and specifications, and has called the Company's attention to any error, omission and question of intent therein.

3. COMPENSATION: The compensation specified in the Work Order shall be the entire compensation payable to Contractor for the Work and such compensation shall not be subject to adjustment for any reason except as provided in Paragraph 9 hereof. All invoices submitted under a Work Order shall be in such detail and be substantiated as the Company may direct. If Contractor is to be compensated on a time, materials or other cost basis for all or any part of the Work under a Work Order, Contractor shall maintain its books and records with respect to such charges in accordance with generally accepted accounting practices. Such books and records shall be retained for a period of two (2) years after the calendar year in which such charges are invoiced and the Company shall have the right at all reasonable times during such period to audit and inspect such books and records so as to verify the charges so invoiced.

4. TERM: This Agreement shall remain in effect from the date first written above until terminated as provided in Paragraph 10.

5. WARRANTIES: Contractor warrants (i) that the Work under a Work Order shall be performed in a good, safe and workmanlike fashion and manner and in conformity with the highest industry standards, methods and practices and that such Work shall be free from defects in workmanship and shall be performed strictly in accordance with the provisions of this Agreement and the Work Order and (ii) that all Contractor furnished materials and equipment, if any, incorporated into the Work shall conform to drawings, plans and specifications, if any, shall be new, shall be free from defects, shall be fit for the use and purpose intended, and shall be free and clear of all liens, claims, security interests and encumbrances. If requested by the Company, Contractor shall supply evidence satisfactory to the Company that the materials and equipment incorporated into the Work comply with the provision of this Agreement and the Work Order.

6. REMEDY OF DEFICIENCIES, DAMAGE AND LOSS: Contractor shall at its sole cost, correct, replace, repair or otherwise remedy, all as directed by the Company (i) any Work under a Work Order or materials and equipment incorporated into the Work under a Work Order that is not as warranted in Paragraph 5 above and any resulting damage and/or required corrective work caused thereby and (ii) any Work, materials or equipment that is damaged or lost prior to the Company's written acceptance of the Work pursuant to Paragraph 13.

7. INSURANCE: Contractor shall, at its expense, carry and maintain while performing any Work under a Work Order insurance policies in a company or companies satisfactory to the Company of the following types and of not less than the following amounts:

(a) Statutory Workers' Compensation Insurance, including Employers' Liability Insurance with limits of One Hundred Thousand Dollars ($100,000) each accident, covering all of Contractor's personnel performing the Work under a Work Order, and

(b) Comprehensive Public Liability Insurance covering all operations (including products and completed operations) and covering all vehicles and equipment used in the performance of the Work under a Work Order (whether owned, rented or borrowed) with combined limits of Five Hundred Thousand Dollars ($500,000) for bodily injury, including death, and property damage as to any one occurrence or as to any one claim.

The Comprehensive Public Liability Policy shall name the Company as defined in Paragraph 8(b) as additional insured with respect to all Work to be performed under this Agreement, shall include contractual liability coverage for the indemnity provisions contained in Paragraph 8(a), shall contain a broad form property damage endorsement, and the coverage of such policy shall be primary without regard to any insurance carried and maintained by the Company. The Workers' Compensation Insurance Policy shall expressly waive subrogation against the Company as defined in Paragraph 8(b).

Prior to commencing the Work under the first Work Order, Contractor shall furnish Company with certificates of insurance evidencing the above coverages and endorsements and containing the following statement:

"Thirty (30) days' notice will be given to Kerr-McGee Chemical Corporation before material change in or cancellation of this policy shall be effective."

Upon request the Contractor shall furnish Company with a copy of each such policy. Contractor further agrees to provide the Company with any special insurance and additional coverages or limits which the Company may by notice to Contractor require, the reasonable cost thereof to be reimbursed to Contractor by the Company.

All insurance carried and maintained by Contractor and its subcontractors covering risk of loss or damage to materials, tools and equipment used in the performance of the Work under a Work Order shall provide a waiver of subrogation against the Company as defined in Paragraph 8(b).

Contractor shall cause each subcontractor under a subcontract let by Contractor to carry insurance equivalent to subparagraphs (a) and (b) above covering such subcontractor's work. Subcontractor's Comprehensive Public Liability Policy under subparagraph (b) shall contain a broad form property damage endorsement and shall include contractual liability coverage for the indemnity provisions contained in Paragraph 8(a).

The consent of the Company to the insurance and limits insured as shown in this Paragraph 7 shall not be considered as a limitation of contractor's liability under this Agreement and any Work Order, nor an agreement by the Company to assume liability in excess of said amounts or for risks not insured against.

8. INDEMNITY:

(a) Contractor agrees to indemnify, defend and hold the Company free and harmless from and against any and all losses, damages, bodily injuries (including sickness, disease and death), fines, penalties and expenses directly or indirectly arising out of or resulting from: (i) the performance of the Work under a Work Order by Contractor or its subcontractors or from any operation or activity of Contractor or its subcontractors in connection therewith or (ii) any failure by Contractor or its subcontractors to comply with the requirements of this Agreement or of the Work Order.

(b) As used in this Paragraph, the term "Company" shall mean Kerr-McGee Chemical Corporation, Kerr-McGee Corporation, subsidiaries of both and the directors, employees and agents of both and of their subsidiaries.

9. WORK CHANGES: The Company may at any time by written notice to Contractor require changes in the scope of the Work under a Work Order, including increases and decreases therein. In such event the compensation payable Contractor shall be adjusted by the mutual agreement of the parties except where the increase or decrease in the Work under a Work Order involves items of Work to be performed on a time, materials or other cost basis, or on a basis of units of Work, in which event Contractor shall be compensated on such basis for all such items or units of Work performed under a Work Order whether there is an increase or decrease in such items or units of Work. No claim by Contractor for extra, additional or different Work under a Work Order or any extension of time within which to complete such Work will be allowed without the Company's written authorization and consent given prior to the undertaking of or incurring of any expense in connection therewith.

10. TERMINATION AND TERMINATION FOR CONVENIENCE OF COMPANY: Either party hereto may terminate this Agreement upon written notice to the other except that such termination by Contractor shall not be effective with respect to Work Orders accepted by the Contractor prior to such termination. The Company may, however, without the consent or fault of Contractor terminate the Work under a Work Order for the convenience of the Company at any time upon written notice to Contractor. If Contractor is to be compensated for all or any part of the Work under a Work Order on a time, materials or other cost basis, or on the basis of units of Work perfor[illegible] Contractor shall upon such early termination by the Company be paid all compensation earned to date of termination of such Wo[illegible] Contractor is to be compensated for all or any part of the Work under a Work Order on a lump sum basis, the compensation to be paid for such terminated Work shall be adjusted by the mutual agreement of the parties. In no event, however, shall Contractor be entitled to any prospective profits or reimbursement of prospective overhead general expenses, administrative expenses or damages (consequential or otherwise) because of such early termination.

11. APPLICABLE LAWS: Contractor and its subcontractors shall at all times comply with all applicable laws (including, but not limited to the Federal Mine Safety and Health Act of 1977 or the Occupational Safety and Health Act of 1970, whichever is applicable), ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the Work under a Work Order and with the safety rules and regulations of the Company in force at the Facility and all materials, equipment, and Work under a Work Order shall comply therewith. All required personal safety items including gloves, protective headgear, steel toed footware and safety glasses, shall be provided by the Contractor at no expense to the Company.

12. TITLE: Title to all Work completed or in the course of completion under a Work Order and title to all equipment and materials to be incorporated into the Work under a Work Order on Account of which the Company has made any payment shall be in the Company. Notwithstanding title thereto being in the Company, the care, custody, control and protection of the Work under a Work Order and of such materials and equipment shall be with Contractor, and the risk of loss or damage thereto shall be borne by Contractor until acceptance of the Work.

13. CONTINUANCE OF WORK: If any dispute shall arise under a Work Order, the Contractor shall, unless otherwise directed by the Company, continue to prosecute the Work pending resolution thereof by the courts or mutual agreement of the Company and Contractor.

14. SITE CONDITIONS AFFECTING THE WORK: Contractor agrees that prior to the execution of a Work Order it will carefully inspect the Work Order along with any attached plans, drawings and specifications and call the Company's attention to any error or omission and question of intent associated with the Work Order. All such questions shall be resolved to the satisfaction of the Company and the Contractor prior to execution of the Work Order. During execution of the Work Order, Contractor will promptly inform the Company of variances from the Work Order arising from the location of the Work, proximity of the Work to adjacent facilities, conditions of the Work site, or otherwise, and it will promptly report any changes in anticipated costs or schedule associated with the variances. Any associated revisions to the Work Order shall be subject to the prior approval of the Company.

15. LIMITATION OF AREAS OCCUPIED FOR WORK: Contractor shall restrict its presence and that of its employees to the area of the Work under the Work Order (including storage and parking areas and areas of access to and from the worksite), all as directed by the Company.

16. NONINTERFERENCE WITH FACILITY: All Work by the Contractor under a Work Order shall be done in such a manner as not to interfere with the operation of the Facility and Contractor shall take all action necessary or requested by the Company to effect the purposes of this Paragraph.

17. NON-WAIVER: No course of dealing between the parties hereto nor any failure by the Company at any time, or from time to time, to enforce any term or condition of this Agreement or of a Work Order shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the Company at any time to avail itself of such reme[illegible] as it may have for any breach of such term or condition.

18. NONDISCRIMINATION: Contractor certifies if the compensation to be paid under a Work Order exceeds Two Thousand Five Hundred Dollars ($2,500) that it will comply with the provisions of 41 CFS 60-741 pertaining to Employment of the Handicapped and if such compensation exceeds Ten Thousand Dollars ($10,000) that it will comply with the provisions of § 202 of Executive Order 11246, as amended, pertaining to Nondiscrimination in Employment and Affirmative Action.

19. ASSIGNMENT AND SUBCONTRACTING: Contractor shall not assign this Agreement or any Work Order, subcontract any of the Work under a Work Order, or assign any moneys to become due hereunder without the prior written consent of the Company. The consent of the Company to any such assignment or subcontracting shall not relieve Contractor of the complete responsibility that the Work under a Work Order be performed in accordance with the terms and conditions of this Agreement and the Work Order and Contractor shall remain liable to the Company as if no such assignment or subcontract had been made.

20. CONTRACTOR LICENSED: Contractor represents that it has obtained all licenses and permits required by applicable federal, state and local laws, regulations and ordinances to do the Work under a Work Order. Contractor further represents that it is fully experienced and qualified to perform the Work under Work Order and that it is properly equipped, organized and financed to perform and complete such Work.

21. LIENS: Contractor shall discharge at once all liens which may be filed in connection with the Work under a Work Order and shall defend and hold the Company and Facility free and harmless therefrom. Prior to any payment under a Work Order and as a condition thereof, Contractor shall furnish to the Company written releases and lien waivers for all labor, materials or equipment used in performance of the Work.

22. HOUSEKEEPING: Contractor shall at all times maintain good housekeeping at the worksite under a Work Order and upon completion of the Work shall remove all debris and waste material and leave the worksite in a neat and clean condition, all to the satisfaction of the Company.

23. OTHER CONTRACTORS: The Company reserves the right to enter into contracts with other contractors for work to be performed contemporaneously with the performance of Work under a Work Order whether or not such other work is related to the Work. Contractor agrees to fully cooperate with such other contractors, if any, in properly coordinating its Work with theirs. The decision of the Company with respect to all matters of coordination shall be final and binding upon Contractor.

24. INSPECTION: The Company may conduct such tests and make such inspections of the Work under a Work Order as it deems desirable to ensure that the Work is being performed in accordance with the obligations of the Contractor under this Agreement and the Work Order. If such tests or inspections indicate that the Work fails to satisfy such requirements, Contractor shall at its sole cost and expense remedy the deficiencies therein. Nothing herein shall be construed or interpreted to mean that any inspection, test or approval given by the Company or Company's representative shall relieve Contractor from its obligations under this Agreement and the Work Order.

25. INDEPENDENT CONTRACTOR: In performance of the Work under a Work Order, Contractor shall operate as an independent contractor and not as agent of the Company, and as such shall have absolute and full power of management and direction in all matters relating to the Work. Neither the Contractor, any subcontractor of Contractor nor the Employees of either shall be deemed to be emplo[illegible] or agents of the Company for any purpose whatsoever.

26. SAFETY HANDBOOK: Each employee of Contractor shall receive a copy of the Company's Safety Handbook. Such employee(s) shall read the booklet and then sign, date and return to the Company representative the acknowledgement page from the booklet.

27. ENTIRE AGREEMENT AND AMENDMENTS: No change, modification of or addition to this Agreement or any Work Order hereunder shall be effective unless in writing and signed by both parties. This Agreement and the Work Order constitutes the entire understanding between the parties with respect to the Work and supersedes any prior negotiations, understandings and agreements, written or oral, with respect to the Work.

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

KERR-McGEE CHEMICAL CORPORATION

By R. A. Thompson 7/9/97

Title PROGRAM MANAGER

TRS STAFFING SOLUTIONS, INC.
(Contractor)

☐ Proprietorship
☐ Partnership
☐ Corporation

By [illegible]

Title VICE PRESIDENT

KM—3145-C

MASTER-WORK AGREEMENT FOR CONSTRUCTION OR FIELD SERVICES

ADDENDUM #1

This Addendum #1 amends and constitutes part of the Master-Work Agreement for Construction or Field Services dated July 8, 1997 between **TRS STAFFING SOLUTIONS, INC. A DIVISION OF FLUOR DANIEL** ("Contractor") and **KERR-McGEE CHEMICAL CORPORATION** now known as **KERR-McGEE CHEMICAL LLC** ("Company").

Article 7, **INSURANCE**, of the Agreement has been amended as follows:

At all times during the term of this Agreement, Contractor shall purchase and maintain insurance covering the Work performed under this Agreement in amounts required by applicable laws and regulations, but shall at a minimum carry the following coverage's with companies acceptable to Company.

(a) Worker's Compensation Insurance covering all employees to comply with the laws of the State where operations are conducted and Employer's Liability Insurance with a limit of not less that $5,000,000. If operations are conducted in a monopolistic state, the Employers Liability Insurance shall be provided through a Stop Gap endorsement.

(b) General Liability Insurance covering all operations hereunder with a combined single limit of not less than $5,000,000 each occurrence for bodily injury and/or property damage. The policy shall include, but not be limited to, Products and Completed Operations, Broad Form Property Damage and Blanket Contractual Liability Coverage. The policy shall also include coverage for the explosion (X), collapse (C) and underground (U) hazards.

(c) Automobile Liability Insurance covering all automotive equipment used in performing the work hereunder (whether owned, non-owned or hired) with a combined single limit of not less than $5,000,000 each accident for bodily injury and/or property damage. This policy shall have the Pollution Exclusion deleted and the MCS-90 endorsement attached.

The limits required above may be met by a combination of primary and excess policies. The policies specified in (A) and any insurance Contractor carries on its equipment shall be endorsed to waive rights of subrogation against Company. All policies required above shall be primary to policies purchased and maintained by Company.

The policies specified in (B) and (C) shall be endorsed to include Company as an additional insured with respect to Work performed under this Agreement. As an alternative to naming Company an additional insured under (B), Company will accept an Owners and Contractors Protective Liability Policy with a limit of not less than $5,000,000. Such policy must cover all Work performed by Contractor for Company under any Master Work Agreement for construction or Field Services or any related work order and must also include coverage for completed operations. The cost of such policy shall be borne by the Contractor.

Contractor shall cause each subcontractor under a subcontract let by Contractor to carry insurance as required above. Contractor and its subcontractors, if any, shall purchase sufficient coverage to reinstate the limit(s) under any of the above policies that are reduced by the payment of a claim(s) thereunder. Policy deductibles, if any, shall be borne solely by the contractor and/or its subcontractors, if any.

Prior to commencing work hereunder, Contractor shall furnish Company with an insurance certificate as evidence of the above coverage's and requirements and containing the following statement:

"Thirty (30) days' prior written notice will be given to Kerr-McGee Chemical LLC in the event of cancellation or material change in coverage."

If an Owners and Contractors Protective Liability Policy is purchased, then Contractor shall furnish Company with the original copy of such policy prior to commencing work hereunder.

The consent of Company to the amounts of Insurance specified above shall not be considered as a limitation of Contractor's and/or its subcontractors', if any, liability under the Agreement nor an agreement by Company to assume liability in excess of said amounts or for risks not insured against.

All other terms and conditions of this Agreement remain the same.

KERR-McGEE CHEMICAL LLC

By: R. A. Thompson

Title: PROGRAM MANAGER

Date: 2/10/98

APPROVED
RISK MANAGEMENT
CLAIMS

TRS STAFFING SOLUTIONS, INC.
A DIVISION OF FLUOR DANIEL

By: Bruce E Hall

Title: President

Date: 2/9/98

As a contractor or supplier of goods or services to Kerr-McGee Corporation as herein defined, please complete and return this form. This will eliminate the necessity of incorporating the applicable provisions in each new purchase order or contract. THANK YOU.	**PLEASE SIGN AND RETURN TO --**	KERR-McGEE CORPORATION ATTN: Rhonda G. Steenbergen P. O. Box 25861 Oklahoma City, OK 73125

KERR-McGEE CORPORATION

AND SUBSIDIARY COMPANIES

SUPPLEMENT TO CONTRACTS, PURCHASE ORDERS AND OTHER AGREEMENTS

The undersigned Contractor agrees that as to all current contracts, purchase orders and other agreements, ("Contracts") as defined below, heretofore issued or entered into by Kerr-McGee Corporation ("Kerr-McGee") as purchaser of materials, supplies, services or an interest in real or personal property from the Contractor, and as to each such Contract which may hereafter be issued or entered into by Kerr-McGee in favor of the Contractor at any time within one (1) year following the date of this Supplement, the Contractor agrees to the applicable sections of A through H as shown below and agrees that without further reference thereto the provisions are and shall be automatically a part of and supplement to each such past and future contract and be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated therein in extenso.

For purposes of this Supplement, the term "Kerr-McGee" shall mean Kerr-McGee Corporation, a Delaware corporation, and its subsidiaries, and the words "contract" and "purchase order" shall mean any agreement or arrangement between Kerr-McGee and the Contractor for the furnishing of materials, supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between Kerr-McGee and the United States of America or under which any portion of Kerr-McGee's obligation under any one or more such contracts is performed, undertaken, or assumed.

If the amount of these contracts exceeds the listed limits, the designated sections apply:

Over $500,000	All sections
50,000	All sections except G(1)
10,000	All sections except C and G(1)
5,000	A, D, E, F, and H
2,500	A, D, F and H

A. EQUAL EMPLOYMENT OPPORTUNITY [41 C.F.R. §60-1.4(a)]

Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246, as amended, and referred to hereafter as the "Equal Opportunity Clause":

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246, of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of such direction by the Contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. NONSEGREGATED FACILITIES [41 C.F.R. §1-12.803-10(d)(1)]

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise: Contractor's policies and practices must assure appropriate physical facilities to both sexes. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, exceeding $10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES, A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually.)"

C. FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM

[41 C.F.R. §60-1.7; 42 U.S.C. §2000e(b); 41 C.F.R. §1-12.804-1(a); 41 C.F.R. §60-1.40; 41 C.F.R. §60-741.5]

Contractor further agrees and certifies that

(1) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO)-1) with the Joint Reporting Committee, at the appropriate address per the current instructions, within thirty (30) days of the date of contract award, unless such report has been filed within the twelve (12) months' period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

(2) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. §60-1.40; 41 C.F.R. 1-12.810, 41 C.F.R. §60-250.5 and 41 C.F.R. §60-741.5.

D. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA [41 C.F.R. §60-250]

Contractor further agrees and certifies that it will comply with the following:

(1) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their

disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(2) All suitable employment openings of the Contractor, which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, that if the contract is for less than $10,000 or if it is with a state or local government, the reports set forth in paragraphs (3) and (4) of this clause are not required.

(3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any Executive Orders or regulations regarding nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state wherein it has establishments of the name and location of each such establishment in the state, as long as the Contractor is contractually bound to these provisions and has so advised the state system there is no need to advise the state system of subsequent contracts. The Contractor may advise the state system when it is no longer bound by this contract clause.

(5) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(6) The provisions of ¶ (2), (3) and (4) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings which are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(c) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(d) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(e) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans' Administration for disability rated at 30 per centum or more, for a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(f) "Veteran of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed between August 5, 1964 and May 7, 1975, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

(8) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(9) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations relevant orders of the Secretary of Labor issued pursuant to the Act.

(10) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(11) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(12) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

E. MINORITY BUSINESS ENTERPRISES [41 C.F.R. 1-1.1310-2; EO #11625]

The Contractor certifies that in all procurement contracts which may exceed $5,000 except (1) contracts which are to be performed entirely outside the United States, its possessions and Puerto Rico and (2) contracts for services which are personal in nature the following clauses shall be included.

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(2) The Contractor agrees to use it best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this Contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

In all procurement Contracts containing above clauses (1) and (2) which may exceed $500,000 and which offer substantial subcontracting possibilities, the following clauses shall be included:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(1) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--

(a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.

(b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(2) The contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

F. EMPLOYMENT OF THE HANDICAPPED [41 C.F. R. §60-741.4]

(1) On all Contracts which exceed $2,500, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicant and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) As used in this clause:

"Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment. A handicapped individual is "substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

G. SMALL BUSINESS UTILIZATION [32 C.F.R. 7-104.14 and 41 C.F.R. 1-1.710-3]

Contractor further agrees that if the amount of the Contract exceeds $10,000, it will be bound by the provision set forth in subparagraph (G)(1) below: and that if the amount of the Contract exceeds $500,000, and contains the clause set forth in subparagraph (G)(1) below, it will be bound by the provisions set forth in subparagraph (G)(2) below. (Excepted from the foregoing are Contracts (i) to be performed entirely outside the Untied States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, or (ii) for personal services.)

(1) Utilization of Small Business Concerns

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(2) Small Business Subcontracting Program

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the "Utilization of Small Business Concerns" clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding $10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business concerns were solicited.

(C) The reason for non-solicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the individual Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government, however, records maintained pursuant to this clause will be kept available for review.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of $10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business Administration (SBA) timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit DD Form 1140-1 each quarter in accordance with instructions provided on the form, except that where the Contractor elects to report on a corporate rather than a plant basis, he may submit his reports to the department having the responsibility for the Small Business Subcontracting Program at the corporate headquarters. The reporting requirements of this subparagraph (8) do not apply to Small Business Contractors, Small Business Subcontractors, or educational and nonprofit institutions.

(b) "A small business concern" is a concern that meets the pertinent criteria established by the SBA and set forth in paragraph 1-701 of the Armed Services Procurement Regulation.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of $500,000 and which contains the "Utilization of Small Business Concerns" clause provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors; except that the subcontractor will submit the DD Form 1140-1 reports to the department having the responsibility for reviewing its Small Business Subcontracting Program (A subcontractor may request advice from the nearest military purchasing or contract administration activity as to the department to which he should submit his reports.)

H. SMALL BUSINESS CONCERN OR MINORITY BUSINESS CONCERN INFORMATION

"As a contractor with the Federal Government, Kerr-McGee is required to know which of our suppliers are small business concerns, minority business enterprises or have plants located in labor surplus areas. Accordingly, would you note whether your company is a small business concern or a minority business enterprise as defined in Armed Service Procurement Regulations 1-701.1 or other applicable Federal Procurement Regulations or has plants located in labor surplus areas as listed in the U. S. Department of Labor publication "Area Labor Market Trends". Any questions you may have as to your status concerning the above should be referred to the office of the Small Business Administration servicing your area.

( ) We are ( ) We are not a Small Business Concern

( ) We are ( ) We are not a Minority Business Enterprise.

( ) We have no plants located in labor surplus areas

OR

( ) The following plants are located in labor surplus areas:

TRS STAFFING SOLUTIONS, INC.
Contractor

ACCEPTED AND AGREED TO

This _____ day of _____, 19____

By _____

Its _____

KM-3658-3-J

C1046

Agreement made and entered into as of the 1st day of April, 1999 by and between Kerr-McGee Chemical LLC, (hereinafter called "Shipper"), and Double M Trucking. (hereinafter called "Carrier").

1. RECITALS

(a) Carrier is engaged in the business of transporting property as a motor carrier in interstate, intrastate or foreign commerce.

(b) Shipper desires the services of Carrier to satisfy the special and distinct needs of Shipper as hereinafter set forth.

2. TERM OF AGREEMENT

This agreement shall remain in effect for twelve (12) months from the above date. Thereafter this Agreement will automatically renew for additional periods of twelve (12) months, provided either party may terminate this Agreement at anytime during any renewal period upon not less than thirty (30) days prior written notice.

3. CARRIER'S OPERATING AUTHORITY

(a) Carrier represents and warrants that it is authorized, in accordance with all applicable law, rules and regulations, to engage in transportation, as a motor carrier, in Interstate, Intrastate or foreign commerce from, to, or between all points and places in the United States and to lawfully furnish to Shipper all of the transportation and related services provided for herein.

(b) Carrier further represents and warrants that Exhibit A, attached hereto, contains a true, correct and complete copy of any and all current permits evidencing such authority as may have been issued to Carrier.

4. SHIPMENT TENDER

(a) Shipper agrees to tender to Carrier for transportation hereunder a series of shipments during the term of this Agreement, as described in the appropriate Appendix to this Agreement; which such Appendix may describe the commodities covered, type of equipment involved and any special and/or Shipper supplied services.

(b) Carrier agrees to accept such shipments and to transport and deliver each shipment promptly and efficiently, as directed by Shipper.

5. ALL SHIPMENTS UNDER CONTRACT

(a) Whether or not Carrier is authorized to operate, or does operate, as a common carrier, each and every shipment tendered to Carrier by Shipper on or after the Date of this Agreement shall be deemed to be a tender to Carrier as a motor carrier and shall be subject only to the terms of this Agreement and the provisions of law applicable to motor carriage hereunder.

(b) For interstate shipments, this Agreement is entered pursuant to 49 USC ə 14101 (b) for the purpose of providing and receiving specified services under specified rates and conditions. The parties intend to waive no rights or remedies under the applicable Federal Law for transportation covered by this Agreement except that where there is any conflict between such rights or remedies and the rights or remedies given under this Agreement, those under this Agreement shall control.

6. RECEIPTS AND BILLS OF LADING

(a) Carrier shall issue and sign a receipt for each shipment in the form required by Shipper.

(b) If Shipper elects to use a bill of lading or other form of freight receipt or contract for each shipment, any terms, conditions or provisions of such bill of lading or other form shall be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement shall govern.

(c) Upon delivery of each shipment, Carrier shall obtain a receipt from the consignee, in a form required by Shipper, showing the goods delivered, the condition of such goods, and the date and time of delivery. Such "proof of delivery" shall accompany freight invoice.

7. CARRIER'S OPERATIONS AND EMPLOYEES

(a) Carrier, shall furnish equipment required, as described in the Appendix, for its services hereunder and shall maintain all equipment in good repair and condition.

(b) Carrier, at its sole cost and expense, shall employ for its services hereunder only competent, able, and legally licensed personnel.

(c) Without the prior written consent of Shipper, Carrier shall not

subcontract any transportation or other service to be performed hereunder, nor cause or permit any shipment tendered hereunder to be transported by any other motor carrier.

8. RATES AND CHARGES

As full compensation for the services provided by Carrier hereunder, Shipper shall pay Carrier in accordance with the rates, charges, rules, and regulations set forth in the appropriate Appendix attached to this Agreement.

9. FREIGHT PAYMENTS

Each freight bill issued by Carrier hereunder, if complete and correct, shall be paid by Shipper not more than thirty (30) days after receipt by Shipper, but no interest, penalty or other charge shall be applied for any late payment.

10. NO LIEN

Carrier shall have no lien on any shipment hereunder.

11. INDEPENDENT CONTRACTOR

Carrier shall perform the services hereunder as an independent contractor.

12. LICENSES, LAWS AND REGULATIONS

Carrier, at its sole cost and expense, shall procure and maintain all licenses and permits required for the transportation and related services hereunder and shall comply with all applicable laws and regulations pertaining thereto, and to its business.

13. INDEMNITY

Carrier shall defend, indemnify and hold harmless Shipper from and against all loss, damage, expense, actions, and claims for injury to or death of persons and damage to property arising out of or in connection with the loading, handling, transportation, unloading, or delivery of any shipment hereunder.

14. INSURANCE

At all times during the term of this Agreement, Carrier shall purchase and maintain any insurance required by applicable laws, rules and regulations, but at a minimum

will purchase the following coverages with companies acceptable to Shipper:

(a) Worker's Compensation Insurance covering all employees to comply with the laws of the State where operations are conducted and Employer's Liability Insurance with a limit of not less than $500,000. If operations are conducted in a monopolistic state, the Employers Liability Insurance shall be provided through a Stop Gap endorsement.

(b) General Liability Insurance covering all operations hereunder with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and/or property damage. The policy shall include, but not be limited to, Products and Completed Operations, Broad Form Property Damage and Blanket Contractual Liability Coverage.

(c) Automobile Liability Insurance covering all automotive equipment used in performing the work hereunder (whether owned, non-owned or hired) with a combined single limit of not less than $1,000,000 each accident for bodily injury and/or property damage. The policy shall have the Pollution Exclusion deleted and the MCS-90 endorsement attached.

The policies specified in (a) above shall be endorsed to waive rights of subrogation against Shipper.

The policies specified in (b) and (c) above shall be endorsed to include Shipper as additional insured with respect to operations performed under this Agreement.

The policies above shall be primary to policies purchased and maintained by Shipper.

Prior to commencing work hereunder, Carrier shall furnish Shipper with an insurance certificate as evidence of the above coverages and requirements and containing the following statement:

> "Thirty (30) days' prior written notice will be given to Kerr-McGee Chemical LLC in the event of cancellation or material change in coverage."

Carrier shall cause each subcontractor under a subcontract let by Carrier (with Shipper's prior consent as provided in paragraph 7(c)) to carry insurance equivalent to (a), (b), and (c) above covering such subcontractors' work.

The consent of Shipper to the amounts of insurance specified above shall not be considered as a limitation of Carriers' and/or its subcontractors', if any, liability under the Agreement nor an agreement by Shipper to assume liability in excess of said amounts or for risks not insured against.

If any of the insurance provisions contained in the Agreement are in conflict with any applicable state or federal laws, it is understood and agreed that said insurance requirements shall automatically be amended to conform with such law or laws.

15. FREIGHT LOSS OR DAMAGE

(a) For loss, damage, injury, or delay of any shipment hereunder while in the custody, possession, or control of Carrier, Carrier shall have liability equivalent to that of a common carrier as provided in Section 14706 of Title 49 of the United States Code Annotated, as in effect on January 2, 1996.

(b) If any shipment hereunder or any part thereof is lost, damaged, or destroyed, Carrier shall pay Shipper the price charged by Shipper to its customers for the goods lost, damaged, or destroyed.

(c) Shipper shall submit to Carrier a written claim for loss of or damage to any shipment within nine (9) months after delivery of such shipment or after a reasonable time for such delivery has elapsed.

(d) Shipper will be responsible for all damage to the trailers on site which occurs through no fault of the Carrier (this includes damage from vandalism or negligence on the part of the construction contractor.)

(e) The provisions of this Section 15 shall survive the cancellation, termination, or expiration of this Agreement.

16. OVERCHARGES AND UNDERCHARGES

(a) Any action at law by Carrier to recover undercharges hereunder, or by shipper to recover overcharges hereunder, shall be commenced not more than one (1) year after Carrier's receipt of shipment with respect to which such undercharge or overcharge is claimed to be due.

(b) The provisions of this Section 16 shall survive the cancellation, termination, or expiration of this Agreement.

17. SHIPPER'S FACILITY RULES

While on remediation site for loading, unloading or performance or services hereunder, Carrier shall comply with all applicable health, safety and weapons rules and regulations of Shipper.

18. NOTICES

Any notice by either party to this Agreement shall be given by registered or

certified mail addressed to the address of such other party as set forth below or to such other address as may be specified in writing.

Kerr-McGee Chemical LLC Transportation Dept. MT-1503 P. O. Box 25861 Oklahoma City, OK 73125	Double M Trucking P.O. Box 158 Peru, Il 61354

19. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other, except that shipper may assign this contract in association with sale of all its stock or sale of all or substantially all of its assets.

20. MODIFICATION OF AGREEMENT; SURVIVAL

No modification of this Agreement and no waiver of its terms or provisions shall be valid or binding unless in writing signed by both parties. If any clause, term or provision of this Agreement is held void or unenforceable by a court or competent jurisdiction, the balance of this Agreement shall remain in full force and effect, unless such result would cause a material injustice to either party hereto.

21. FORCE MAJEURE

No failure or delay in performance by a party of any obligation hereunder shall be deemed a breach hereof to the extent caused by an act of God or other event outside its reasonable control; provided the party claiming this excuse promptly notifies the other of the occurrence, nature and expected duration of the force majeure event and promptly takes steps reasonable under the circumstances to overcome such force majeure; provided, further, neither party shall be required hereby to settle any labor dispute against its wishes.

22. SPILL OR LOSS

Should any material or product of Shipper tendered to Carrier for transportation hereunder be spilled or lost -- whether as a result of traffic accident, loading accident, equipment failure, vandalism, malicious mischief or otherwise -- while in the care, custody and control of Carrier, Carrier shall notify Shipper of the particulars of the spill or loss as soon as possible after discovering the spill or loss, at the following telephone number; (405)- 270-1313, to be promptly confirmed in writing. In addition, Carrier shall promptly notify Shipper's origin plant and, when applicable, call CHEMTREC at the number shown on the bill

of lading. Without excusing any responsibility Carrier may have for such spill or loss, Shipper shall be entitled, but shall not be obligated, to take part in any clean up to the extent Shipper, in its sole discretion, deems necessary or advisable.

23. **CHOICE OF LAW**

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of Shipper and Carrier as of the date shown in the opening paragraph of this Agreement.

SHIPPER	CARRIER
Kerr-McGee Chemical LLC	Double M Trucking
By: [illegible]	By: Michael Mrowicki M.M
Title: Vice President	Title: Owner

FORM APPROVED LAW DEPT.

EXHIBIT A

Attached to and made a part of the Agreement made and entered into as of the 1st day of April, 1999 by and between Kerr-McGee Chemical LLC and Double M Trucking-

(see attached)

Appendix

Shipments:
Shipments under this contract will be of 11(e) 2 material removed from the Linsey Light II site in downtown Chicago, Illinois (vicinity of Illinois Street and Columbus Drive) to the Iowa Interstate Railroad rail yard in Blue Island, Illinois. The number of shipments is unknown at this time.

Carrier will also pick up the empty containers and deliver them to the Linsey Light site as required and directed.

Equipment:
Carrier will furnish tractors, including a spotter tractor, as required. Carrier will also lease chassis as required and directed.

Shipper will furnish intermodal waste containers. Carrier will pick up the empty containers and deliver them to the Linsey Light site as required and directed.

Services:

Carrier will shuttle provide for movement of containers on the site to gather the 11(e)2 material, place them in an assigned storage area, shuttle them to the rail yard and return empty containers to the site as required.

Maintenance:

Carrier will maintain Carrier's equipment at no cost to Kerr-McGee

Carrier will maintain the Chassis and containers at the cost listed below

Rates:

Spotter Tractor on site	$2,000 / month
Laborer/driver (for spotter)	$38.50 / hour
Overtime	$14.50 / hour additional
Motel (for laborer/driver only)	$275 / week
Semi-Tractor(s) w/driver	$60 / hour
Overtime	$14.50 / hour additional
Trailers - 3 Axle Chassis	$11.50 / day
- 2 Axle Chassis	$5.00 / day
Pick-up / Drop-off Charges	
In Chicago area	$18.00 / each
Outside Chicago area	At cost as directed
Mechanic (For Chassis and Containers)	$40.00 / hour

Shipper will be responsible for all charges assess by XTRA when trailers are turned in.

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among KERR-MCGEE CHEMICAL CORPORATION, KERR-MCGEE CORPORATION AND CIMARRON CORPORATION, with a principal place of business at 123 Robert S. Kerr Avenue, Oklahoma City, OK, and YANKEE ATOMIC ELECTRIC COMPANY, with a principal place of business at 580 Main Street, Bolton, Massachusetts (hereinafter called "Former Contractor") and DUKE ENGINEERING & SERVICES, INC., with a principal place of business at 400 South Tryon Street, Charlotte, North Carolina (hereinafter called "New Contractor").

WHEREAS, Former Contractor and Kerr-McGee Chemical Corporation, Kerr-McGee Corporation and Cimarron Corporation entered into the Agreements described on the Exhibit "A" attached hereto (hereinafter the "Original Agreements"), for the performance of the work described in the Scope of Work contained in the Original Agreements; and

WHEREAS, Former Contractor has sold and assigned its nuclear services business to New Contractor at a closing held on December 1, 1997 (the date of such closing being hereinafter referred to as the "Closing" or the "Effective Date") and as part of such Closing desires to transfer its remaining obligations under the Original Agreements to New Contractor; and

WHEREAS, New Contractor desires to assume the remaining obligations under the Original Agreements and Kerr-McGee Chemical Corporation, Kerr-McGee Corporation and Cimarron Corporation desire to substitute New Contractor as the obligor under the Original Agreements as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenant and agreements hereinafter contained, the parties agree as follows:

1. The term "Original Agreements" as used in this Assignment Agreement shall include all prior amendments, work orders and written side agreements related thereto, if any, entered into by Kerr-McGee Chemical Corporation, Kerr-McGee Corporation and Cimarron Corporation and Former Contractor from time to time prior to the Effective Date.

2. Former Contractor hereby assigns and transfers to New Contractor its right, title and interest in the Original Agreements with respect to all acts and obligations to be performed on or after the Effective Date.

3. New Contractor agrees to perform the services to be performed by Former Contractor under the Original Agreements to the extent such services are to be performed on or after the Effective Date; provided that New Contractor does not assume any obligations or liabilities of the Former Contractor arising from or related to (i) services performed by Former Contractor or (ii) services required by the Original Agreements to be performed by the Former Contractor on or prior to the Effective Date or (iii) acts or omissions of Former Contractor occurring on or prior to the Effective Date.

4. Former Contractor agrees that it remains responsible to Kerr-McGee Chemical Corporation, Kerr-McGee Corporation and Cimarron Corporation with respect to all claims that hereafter arise or have heretofore arisen in respect to performance under the Original Agreements prior to the Effective Date.

5. Except as set forth in Section 3, Kerr-McGee Chemical Corporation, Kerr-McGee Corporation and Cimarron Corporation hereby agree to the foregoing assignment of the Original Agreements and accept the undertakings of New Contractor with respect to all performance obligations under the Original

Agreements to be completed on or after the Effective Date in lieu of the undertakings of Former Contractor with respect thereto.

6. Except for the substitution of parties with respect to performance of the Original Contractor on and after the Effective Date, the Original Agreements remains in full force and effect.

7. This Assignment Agreement shall become effective as of the Effective Date when executed by all three parties hereto.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Assignment Agreement as of the latest date written below.

KERR-MCGEE CHEMICAL CORPORATION

By _____

Date 12/18/97

KERR-MCGEE CORPORATION

By _____

Date 12/18/97

CIMARRON CORPORATION

By _____

Date 12/18/97

YANKEE ATOMIC ELECTRIC COMPANY

By _____

Date 12-17-97

DUKE ENGINEERING & SERVICES, INC.

By _____

Date 12-17-97

EXHIBIT "A"

KERR-McGEE CHEMICAL CORPORATION
(Engineering and Field Service Agreement dated May 16,1994)
(Master-Work Agreement for Engineering Services dated December 1, 1994)

KERR-McGEE CORPORATION
(Master-Work Agreement for Engineering Services dated February 8, 1995)
(Master-Work Agreement for Laboratory Services dated February 6, 1995)

CIMARRON CORPORATION
(Master-Work Agreement for Engineering Services dated February 22, 1995)

12/1/94

C181

MASTER WORK AGREEMENT FOR

ENGINEERING SERVICES

BETWEEN

KERR-McGEE CHEMICAL CORPORATION

AND

YANKEE ATOMIC ELECTRIC COMPANY

MASTER WORK AGREEMENT FOR

ENGINEERING SERVICES

BETWEEN

KERR-McGEE CHEMICAL CORPORATION

AND

YANKEE ATOMIC ELECTRIC COMPANY

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MASTER WORK AGREEMENT FOR

ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of the 1st day of December, 1994 between KERR-McGEE CHEMICAL CORPORATION with offices at 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102 ("Company") and YANKEE ATOMIC ELECTRIC COMPANY with offices at 580 Main Street, Bolton, Massachusetts 01740-1398 ("Engineer").

1. **WORK:** All work ("Work") to be performed from time to time hereunder by Engineer at a facility ("Facility") of Company shall be described in a work order ("Work Order"), a specimen form of which is attached hereto as Exhibit "A", to which may be attached plans, drawings and specifications governing such Work. Except as otherwise provided in a Work Order, Engineer shall at its own expense: (a) furnish everything necessary, proper and incidental for the performance and completion of the Work under a Work Order, including all labor, supervision, materials, tools, equipment, and services, (b) secure all necessary licenses and permits required for the prosecution of the Work under a Work Order and provide any bond required by law in connection therewith and (c) report and pay all taxes, including payroll, sales, use, excise and occupational taxes, applicable to labor, materials, and services furnished by Engineer under the Work Order.

This Agreement is not intended to cover any Work relating to purchasing, construction, or construction management services, and no Work Order issued hereunder shall be interpreted as providing for Work of this character unless it includes a statement that the parties have agreed to modify or suspend this provision as to such Work and is signed by both parties.

2. **WORK ORDERS:** A Work Order, when accepted by Engineer, shall be binding upon the parties hereto and shall incorporate by reference all of the terms and conditions hereof. In addition to the description of the Work to be performed by Engineer, a Work Order shall set forth Engineer's compensation for the Work and the date on which such Work is to be completed. A Work Order may vary the terms of this Agreement only when the Work Order expressly so states and sets forth the particular paragraph hereof that is to be varied, and any such variations shall apply only to the Work Order in which they are included. Engineer, by accepting a Work Order, represents that it has carefully inspected the Work Order along with any attached plans, drawings and specifications, and has called Company's attention to any error, omission and question of intent associated with the Work Order. All such questions shall be resolved to the satisfaction of Company and Engineer prior to execution of the Work Order.

3. **COMPENSATION:** The compensation specified in the Work Order shall be the entire compensation payable to Engineer for the Work and such compensation shall not be subject to adjustment for any reason except as provided for in Paragraph 9 hereof. All

invoices submitted under a Work Order shall be in such detail and be substantiated as Company may direct. Invoices will be paid by Company within thirty (30) days of receipt of an approved invoice.

If Engineer is to be compensated on a time, materials or other cost basis for all or any part of the Work under a Work Order, such compensation shall be in accordance with the rates and charges set forth in the attached Exhibit "B". Such rates and charges are subject to change by Engineer on an annual basis upon approval by Company. Engineer shall maintain its books and records with respect to such charges in accordance with generally accepted accounting practices. Such books and records shall be retained for a period of two (2) years after the calendar year in which such charges are invoiced and Company shall have the right at all reasonable times during such period to audit and inspect such books and records so as to verify the charges so invoiced. Such audit rights shall not extend to Work Orders priced on a lump-sum basis or the makeup of Engineer's fixed or unit rates.

4. TERM: This Agreement shall remain in effect from the date first written above until terminated as provided for in Paragraph 10.

5. WARRANTIES: Engineer warrants that the Work under a Work Order shall be performed: (a) in a good, safe and workmanlike fashion and manner, (b) in conformity with the professional standards, methods and practices customarily provided by an experienced and competent professional organization rendering the same or similar services, (c) in compliance with all applicable

laws, rules, and regulations of any body having jurisdiction over the Work, and (d) in accordance with the provisions of this Agreement and the Work Order. If Company imposes any specific standards, methods or practices on the Work under a Work Order, same shall be included in such Work Order.

6. REMEDY OF DEFICIENCIES; CONSEQUENTIAL DAMAGES: Engineer's liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Engineer's Work under this Agreement shall be limited to defects arising out of its negligence and further limited to defects in Work originally undertaken by Engineer, by Engineer reperforming the defective portion of the Work without additional cost to Company provided Engineer is notified by Company in writing of such defect within one (1) year after completion of Engineer's Work under this Agreement and such notice specifically includes a request for reperformance. Additionally, on a Work Order to Work Order basis, all reasonable and necessary costs incurred by Company in repairing defects which are directly and solely attributable to defects in Engineer's Work shall be charged to Engineer, provided that Engineer's aggregate liability for such costs shall be limited to five percent (5%) of the value of Engineer's labor billings on all Work Orders wherein such defects occur.

In no event, whether as a result of breach of contract, strict liability, tort liability (including negligence), or otherwise, shall either party be liable to the other for special,

indirect, or consequential damages, including but not limited to loss of use, loss of profits, or loss of product.

7. **INSURANCE:** Engineer shall, at its expense, carry and maintain while performing any Work under a Work Order insurance policies in a company or companies satisfactory to Company of the following types and of not less than the following amounts: (a) Statutory Workers' Compensation Insurance, including Employers' Liability Insurance with limits of Five Hundred Thousand Dollars ($500,000) each accident, covering all of Engineer's personnel performing the Work under a Work Order, and (b) Comprehensive Public Liability Insurance covering all operations (including products and completed operations) and all vehicles and equipment used (whether owned, rented or borrowed), in the performance of the Work under a Work Order, with combined limits of One Million Dollars ($1,000,000) for bodily injury, including death, and property damage as to any one occurrence or as to any one claim. This insurance requirement may be satisfied by a combination of primary and excess liability insurance policies.

The Comprehensive Public Liability Insurance shall: (a) include Company as defined in Paragraph 8(b) as an additional insured (but only to the extent of Engineer's indemnity obligations under this Agreement) with respect to all Work to be performed under this Agreement, (b) include contractual liability coverage for the indemnity provisions contained in Paragraph 8(a), (c) contain a broad form property damage endorsement, and (d) be primary to any liability insurance carried and maintained by

Company. The Workers' Compensation Insurance shall expressly waive subrogation against Company as defined in Paragraph 8(b).

Prior to commencing the Work under the first Work Order, Engineer shall furnish Company with certificates of insurance evidencing the above coverages and endorsements and containing the following statement:

> "Thirty (30) days' notice will be given to Kerr-McGee Chemical Corporation before material change in or cancellation of this policy shall be effective."

Engineer agrees to provide Company with any special insurance and additional coverages or limits which Company may by notice to Engineer require, providing the actual cost thereof is reimbursed to Engineer by Company.

All insurance carried and maintained by Engineer and its subcontractors covering risk of loss or damage to materials, tools and equipment used in the performance of the Work under a Work Order shall provide a waiver of subrogation against Company as defined in Paragraph 8(b).

Engineer shall cause each subcontractor, under a subcontract let by Engineer, to carry insurance equivalent to subparagraphs (a) and (b) above, covering such subcontractor's work. Subcontractor's Comprehensive Public Liability Insurance shall contain a broad form property damage endorsement and shall include contractual liability coverage for the indemnity provisions contained in Paragraph 8(a).

The consent of Company to the types of insurance and amounts insured as shown in this Paragraph shall be the limitation of Engineer's liability under this Agreement or any Work Order but not

an agreement by Company to assume liability for deductibles and losses not insured against.

8. INDEMNITY:

(a) Engineer agrees to indemnify, defend and hold Company free and harmless from and against any and all losses, damages, bodily injuries (including sickness, disease and death), fines, penalties and expenses directly or indirectly arising out of or resulting from: (i) the performance of the Work under a Work Order by Engineer or its subcontractors, or from any operation or activity of Engineer or its subcontractors in connection therewith, or (ii) any failure by Engineer or its subcontractors to comply with the terms and conditions of this Agreement or of the Work Order, provided, however, that such losses, damages, bodily injuries, fines, penalties and expenses are not caused by the negligence of Company.

(b) As used in this Paragraph, the term "Company" shall mean Kerr-McGee Corporation, its subsidiaries and the directors, agents, and employees of Kerr-McGee and its subsidiaries.

(c) Notwithstanding anything to the contrary herein, each party shall assume all risk of loss or damage to its real or personal property which may arise out of or in connection with this Agreement including any such loss or damage arising from the negligence of either party and each party agrees to obtain a waiver or subrogation for the benefit of the other from its insurer(s) of such property.

9. WORK CHANGES: Company may, at any time by written notice to Engineer, require changes in the scope of the Work under a Work Order, including increases and decreases therein. In such event the compensation payable to Engineer shall be adjusted by the mutual agreement of the parties except where the increase or decrease in the Work under a Work Order involves items of Work to be performed on a time and material or other cost basis, or on a basis of units of Work, in which event Engineer shall be compensated on such basis for all such items or units of Work performed under a Work Order, whether there is an increase or decrease in such items or units of Work. No claim by Engineer for extra, additional, or different Work under a Work Order, or any extension of time within which to complete such Work, will be allowed without Company's written authorization and consent given prior to the undertaking or incurring of any expense in connection therewith.

In the event the scope of Work under a Work Order is decreased, Engineer shall be entitled to all expenses and costs reasonably and necessarily incurred by Engineer as a result of such decrease in the Work. In no event, however, shall Engineer be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such decrease in the scope of the Work.

10. TERMINATION AND TERMINATION FOR CONVENIENCE OF COMPANY: Either party may terminate this Agreement upon written notice to

the other, except that such termination by Engineer shall not be effective with respect to Work Orders accepted by Engineer prior to such termination. Company may, however, without the consent or fault of Engineer, terminate the Work under a Work Order for the convenience of Company at any time upon written notice to Engineer. If Engineer is to be compensated for all or any part of the Work under a Work Order on a time and material or other cost basis, or on the basis of units of Work performed, Engineer shall, upon such early termination by Company, be paid all compensation earned to the date of termination of such Work. If Engineer is to be compensated for all or any part of the Work under a Work Order on a lump sum basis, the compensation to be paid for such terminated Work shall be adjusted by the mutual agreement of the parties.

In the event of such early termination of a Work Order by Company, Engineer shall be entitled to all expenses and costs reasonably and necessarily incurred by Engineer as a result of such early termination. In no event, however, shall Engineer be entitled to any prospective profits or reimbursement of prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such early termination.

11. APPLICABLE STATUTES; SAFETY; SEARCH AND DRUG TESTING:

(a) Engineer, its subcontractors and the employees of each of them, shall at all times comply with all applicable statutes (including, but not limited to the Occupational Safety and Health Act of 1970, as amended), ordinances, rules, regulations, codes and orders of the United States, any state, any executive or

administrative agency thereof, and any other governing body having jurisdiction over the Work under a Work Order and, while at the Facility, with the site specific health and safety plan. All Work shall comply therewith.

(b) Engineer shall conduct a substance abuse testing program with respect to its employees assigned to work at the Facility on a full-time basis (or part-time basis over an extended period) for drugs and alcohol; shall similarly bind its subcontractors to conduct such testing; and shall adhere to the terms and conditions as set forth in Exhibit "E". Company shall have the right to search all persons, personal property, and vehicles while on Company's premises for illegal drugs, drug paraphernalia, alcohol, and weapons. Company may also test the employees of Engineer and its subcontractors while on Company's premises for the presence of drugs or drug metabolites, all pursuant to Exhibit "E".

Engineer shall, when working at a Facility, promptly notify Company of any fire, accident, theft, or property damage.

12. TITLE: Title to all Work completed or in the course of completion under a Work Order, and title to all equipment and materials, if any, to be incorporated into the Work under a Work Order, on account of which Company has made any payment, shall be in the Company.

13. ACCEPTANCE OF THE WORK: Upon completion of the Work under a Work Order by Engineer, Company shall deliver to Engineer its written acceptance ("Acceptance of the Work"). Such acceptance

or the use of the Work or any part thereof by Company, or Company's payment of all or any part of the compensation payable to Engineer under the Work Order, shall not be construed or interpreted as an admission of the performance by Engineer of the Work in accordance with the terms and conditions of this Agreement and the Work Order or preclude later assertion of claims against Engineer for deficiencies in the Work.

14. CONTINUANCE OF WORK: If any dispute shall arise under a Work Order, Engineer shall, unless otherwise directed by Company, continue to prosecute the Work pending resolution thereof by the courts or by mutual agreement of the parties.

15. SITE CONDITIONS AFFECTING THE WORK: During execution of the Work Order, Engineer will promptly inform Company of variances from the Work Order arising from the location of the Work, proximity of the Work to adjacent facilities, conditions of the Work site, or otherwise, and will promptly report any changes in anticipated costs or schedule associated with the variances. Any associated revisions to the Work Order shall be subject to the prior approval of Company.

16. JOB SITE INFORMATION AND RESPONSIBILITIES:

(a) Company shall furnish or cause to be furnished to Engineer all documents and information known to Company that relate to the identity, location, quantity, nature, or characteristics of any hazardous materials at, on, or under the site. Engineer shall be entitled to rely upon Company-provided documents and information

in performing the services required under this Agreement. Company-provided documents shall remain the property of Company.

(b) Engineer shall not, unless requested by Company and agreed to be Engineer, direct, supervise or control the work of Company's contractors or subcontractors or be responsible for construction means, methods, techniques, procedures or safety precautions of any construction contractor or other third parties providing services for any project.

(c) Engineer shall be responsible for its activities and that of its employees, subcontractors, consultants and agents at the Facility.

17. LIMITATION OF AREAS OCCUPIED FOR WORK: Engineer shall restrict its presence and that of its employees to areas of the Facility designated by Company.

18. NONINTERFERENCE WITH FACILITY: All Work by Engineer under a Work Order shall be done in such a manner so as not to interfere with the operation of the Facility and Engineer shall take all action necessary or requested by Company to implement the purposes of this Paragraph.

19. NON-WAIVER: No course of dealing between the parties hereto nor any failure by either party at any time, or from time to time, to enforce any of the terms and conditions of this Agreement or of a Work Order, shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the parties at any

time to avail themselves of such remedies they may have for any breach of such term or condition.

20. NONDISCRIMINATION: Engineer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and will be bound by the terms and conditions contained in the "Supplement to Contracts, Purchase Orders and Other Agreements", a copy of which is attached hereto as Exhibit "D" and that it shall require its subcontractors to be similarly bound.

21. ASSIGNMENT AND SUBCONTRACTING: Engineer shall not assign this Agreement or any Work Order, subcontract any of the Work under a Work Order, or assign any moneys due or to become due hereunder without the prior written consent of Company. The consent of Company to any such assignment or subcontracting shall not relieve Engineer of the complete responsibility that the Work under a Work Order be performed in accordance with the terms and conditions of this Agreement and the Work Order, and Engineer shall remain liable to Company as if no such assignment or subcontract had been made.

22. ENGINEER QUALIFIED AND LICENSED: Engineer represents that it has obtained or will obtain all licenses and permits required by applicable federal, state, county, municipal, and local laws, regulations and ordinances for it and its employees to undertake and perform the Work under a Work Order. Engineer further represents that it is fully experienced and properly qualified to perform the class of Work under a Work Order and that

it is properly equipped, organized and financed to perform and complete such Work expeditiously. Any permits or licenses required specifically and exclusively for the Work under the Work Order shall be secured by Company.

23. LIENS: Engineer shall promptly discharge all liens which may be filed in connection with the Work under a Work Order and shall hold Company and the Facility free and harmless therefrom. Prior to the payment of any compensation to Engineer under a Work Order, and as a condition thereto, Engineer shall, upon request, furnish to Company written releases and waivers for all labor, materials, or equipment used in the performance of the Work under a Work Order for which payment is to be made or has been previously made.

24. PRE-EXISTING CONTAMINATION: Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Company.
Pre-existing contamination is any hazardous or toxic substance which was generated by Company or existing on Company's property prior to Engineer's presence. Company agrees to release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise as a result of exposure to persons or property to such pre-existing contamination, except if such liability arises from Engineer's sole negligence or willful misconduct.

pursuant to the Act.

(9) In the event of the Contra[illegible] noncompliance with the requirements of this clause [illegible]ns for noncompliance may be taken in accordance wit[illegible] rules, regulations relevant orders of the Secretary of [illegible] issued pursuant to the Act.

(10) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(11) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(12) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

E. MINORITY BUSINESS ENTERPRISES [41 C.F.R. 1-1.1310-2; EO #11625]

The Contractor certifies that in all procurement contracts which may exceed $5,000 except (1) contracts which are to be performed entirely outside the United States, its possessions and Puerto Rico and (2) contracts for services which are personal in nature the following clauses shall be included:

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(2) The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this Contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

In all procurement Contracts containing above clauses (1) and (2) which may exceed $500,000 and which offer substantial subcontracting possibilities, the following clauses shall be included:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(1) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--

(a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.

(b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d), above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(2) The Contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

F. EMPLOYMENT OF THE HANDICAPPED [41 C.F.R. §60-741.4]

(1) On all Contracts which exceed $2,500, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment the qualified handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) As used in this clause:

"Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment. A handicapped individual is "substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

Engineer shall, solely as an agent of Company and at Company's sole expense and risk, and subject to appropriate compensation under the terms of the Work Order, arrange for handling, storage, transportation, treatment, and delivery for disposal of such pre-existing substances. Company shall be solely responsible for obtaining a disposal site for such material. Company shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. Engineer shall not have or exert any control over Company in Company's obligations or responsibilities as a generator in the storage, transportation, treatment, or disposal of any pre-existing contamination. Company shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that Engineer executes or completes any governmentally required forms relating to regulated activities including, but not limited to storage, generation, treatment, transportation, handling, or disposal of hazardous or toxic materials, Engineer shall be and be deemed to be the agent of Company.

25. OTHER CONSULTANTS AND CONTRACTORS: Company reserves the right to enter into contracts with other consultants or contractors for work to be performed contemporaneously with the performance of Work under a Work Order, whether or not such other work is related to the Work. Engineer agrees to fully cooperate with such other

consultants or contractors, if any, in properly coordinating its Work with theirs. The decision of Company with respect to all matters of coordination shall be final and binding upon Engineer.

26. INSPECTION AND TESTING: Company may conduct such tests and make such inspections of the Work under a Work Order as it deems desirable to ensure that the Work is being performed in accordance with the terms and conditions of this Agreement and the Work Order. If such tests or inspections indicate that the Work fails to satisfy such requirements, Engineer shall at its sole cost and expense, subject to the limitations set forth in Paragraph 6 hereof, remedy the deficiencies therein. Nothing herein shall be construed or interpreted to mean that Company's conduct of or failure to conduct any such inspection or test shall relieve Engineer from its obligations hereunder.

27. FUTURE WORK: Nothing contained herein shall be construed to obligate Company to engage Engineer for any work in addition to, or different from, that expressly provided for under a Work Order.

28. INDEPENDENT CONTRACTOR: Engineer is and shall be an independent contractor with respect to the Work to be performed under a Work Order. Engineer shall be responsible for the detailed manner and method of performing the Work and the direction of all persons engaged in or on the Work, Company being interested only in the results obtained. Neither Engineer, any subcontractor, nor the employees of either shall be deemed to be the employees or agents

of Company for any purpose whatsoever, except as set forth in Paragraph 24.

29. CONFLICT OF INTEREST: Engineer shall exercise care and diligence to prevent any actions or conditions which could conflict with Company's best interests while performing any Work under a Work Order. This obligation shall apply to the activities of Company, its employees and their families, and of Engineer, its vendors, subcontractors, and third parties. Engineer's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations, for the purpose of influencing individuals.

30. OTHER AGREEMENTS AND WORK FOR OTHERS: Engineer represents that it has not entered into, and will not during the term of the Work under a Work Order enter into, any other agreement that would prevent its performing the Work on the terms and conditions stated in this Agreement and the Work Order.

31. INVENTIONS: All inventions, improvements, and discoveries made, conceived, or first reduced to practice in connection with the Work, shall be the property of Company. Engineer shall promptly inform Company of all such inventions, improvements, and discoveries and shall cause assignments to be executed for the benefit of Company to accomplish the purposes of this paragraph. Engineer will, at Company's request and expense, take whatever steps are requested by Company toward securing patent protection,

and will assign all right, title, and interest in any such patents and patent applications to Company.

32. PROPRIETARY INFORMATION OF ENGINEER AND OF THIRD PARTIES: Unless specifically identified by Engineer and agreed to by Company as excluded, Engineer hereby grants or shall cause to be granted to Company, a perpetual, royalty-free, worldwide, transferable nonexclusive, irrevocable license, under any and all existing inventions or proprietary information owned by it which is furnished by Engineer to Company pursuant to this Agreement. Company shall have the right to use and let others use such inventions or proprietary information to repair, rebuild, or sell any equipment or apparatus in which any such information or invention is incorporated. In the event Company uses any such license, invention, or information for purposes other than in connection with the Work, Company shall hold Engineer harmless and shall indemnify Engineer for all liability and expenses incurred by it as a result of such use. Engineer shall not reveal to Company any proprietary information, confidential information, or trade secrets belonging to any other person, firm, or corporation except that which Engineer has the right to disclose and to grant Company the right to use as provided for in this Agreement. It is not Company's intent under this Agreement to secure Engineer's methods or computer programs used in performing the Work.

33. RIGHT TO USE DATA AND INFORMATION; CONFIDENTIAL INFORMATION:

(a) Company shall have full right to use, in any manner when and where it may determine without any claim on the part of Engineer for additional compensation, all information, data, drawings, designs, reports, specifications, findings, recommendations and memoranda of every description relating to the Work furnished to Company hereunder. Any use of same by Company other than that contemplated hereunder without specific written verification or adoption by Engineer will be at Company's sole risk.

(b) Engineer shall not, without Company's prior written consent, disclose to others or make any use for Engineer's benefit any data or information concerning the Work acquired from Company. Upon request of Company, Engineer shall return to the Company all such written data or information and shall not retain or permit others to retain any reproduction or copy thereof. Engineer shall be allowed to maintain copies for its files all written data or information developed pursuant to its completion of Work under a Work Order. This confidentiality obligation shall not apply to information which (1) at the time of disclosure, is or becomes a part of the public domain by publication or otherwise through no fault of Engineer; (2) Engineer can show was in its possession at the time of disclosure; (3) is subsequently disclosed to Engineer by a third party which information Engineer reasonably believes had not been wrongfully acquired, directly or indirectly, from Company;

(4) is independently developed by Engineer other than in connection with the Work.

34. INCURRING OF OBLIGATIONS: Neither party shall assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the other.

35. NOTICES: All notices, requests, demands, and other communications required or permitted under this Agreement or in connection therewith, shall be given to or made upon the respective parties as follows:

If to Company:
Kerr-McGee Chemical Corporation
123 Robert S. Kerr Avenue, MT-2002
Oklahoma City, OK 73102
Attention: Rhonda G. Steenbergen
Work No.: (405) 270-2678
Fax No: (405) 270-4244

If to Engineer:
Yankee Atomic Electric Company
580 Main Street
Bolton, MA 01740-1398
Attention: Philip DeFogg
Work No.: (508) 729-6711, Ext. 2847
Fax No: (508) 779-6730

Any notice given shall be effective: (a) when personally delivered, (b) if transmitted by fax to the number specified in this Paragraph and the appropriate answer back or confirmation of receipt is received, or (c) upon mailing by registered or certified mail, return receipt requested.

The above does not preclude the transmission of routine correspondence, messages, and information between the parties hereto by officials of either party or their designated representatives.

Either party may, from time to time and by written notice to the other, change its address or designated representative for the receipt of notices.

36. REPORTS: Engineer shall provide such written reports on the status and other aspects of the Work as may, from time to time, be directed by Company.

37. FORCE MAJEURE: Neither party, including Engineer's subcontractors, if any, shall be responsible hereunder for any delay, default or nonperformance of this Agreement, other than the payment of monies due hereunder, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in either its sovereign or contractual capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party.

38. MISCELLANEOUS: Liabilities, obligations, warranties, and remedies of the parties are exclusively those expressly set forth in this Agreement, and in lieu of any others available at law or otherwise. No other liabilities, obligations, or warranties are either expressed or implied.

Indemnifications, releases from liability, and limitations of liability provided for in this Agreement shall apply notwithstanding the fault, negligence, or strict liability of the party indemnified, released, or whose liability is limited, and

shall extend to the directors, employees, partners, parent corporation, and agents of such party.

39. GOVERNING LAW: This Agreement shall be construed in accordance with the Laws of the State of Oklahoma.

40. HEADINGS: Paragraph headings are for convenience only and are not to be used in interpretation of any provision of this Agreement.

41. INVALIDITY: In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining Paragraphs shall not in any way be affected or impaired thereby.

42. ENTIRE AGREEMENTS; AMENDMENTS: This Agreement and the attached Exhibits: (a) set forth the entire agreement and understanding of the parties with respect to the Work, (b) supersedes and merges all prior discussions and writings between them, and (c) is not subject to modification or interpretation by any agent of the parties other than by a written amendment hereto duly executed by the parties. No representations have been made or

relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

YANKEE ATOMIC ELECTRIC COMPANY

By _____
Stephen P. Schultz
Vice President
January 10, 1995

KERR-McGEE CHEMICAL CORPORATION

By _____
George B. Rice
Senior Vice President
January 12, 1995

EXHIBIT "B"

Labor Rates for Engineering Staff

CATEGORY/GRADE	RATE/HOUR
Manager	$118.00
Supervisor	$112.00
Principal Engineer	$102.00
Senior Titled Engineer	$92.00
Senior Engineer	$83.00
Titled Engineer	$68.00
Engineer	$57.00

Labor Rates for On-Site Field Technician Staff

GRADE	RATE/HOUR[1]
Lead Technician	$49.00
Senior Technician	$37.00
Technician	$35.00

Note 1: This hourly rate includes a weekly living allowance (per-diem) to the individual. Hours worked above 40 hours in a week will be billed at this same rate. This rate does not include mobilization/demobilization costs or other indirect costs (refer to indirect costs section).

Indirect Costs

The following items are not included in the labor rates for the engineering or on-site field technician staff and will be invoiced separately to Kerr-McGee at cost plus 10 percent, as applicable:

a. "Fitness for Duty" drug screening.
b. Annual physical to meet Kerr-McGee requirements.
c. Annual HAZWOPER refresher training.
d. Mobilization/Demobilization of individuals on-site - For short term assignments (e.g., less than four consecutive work weeks on-site), all travel/living expenses will be invoiced at cost plus 10 percent. For long term assignments (e.g., greater than four consecutive work weeks on-site), the travel/living expenses, mobilization/demobilization costs, and/or per-diem rates will be negotiated with Kerr-McGee prior to work assignment.

EXHIBIT C

KERR-MCGEE CORPORATION AND IT'S SUBSIDIARIES SAFETY, HEALTH AND INSURANCE REQUIREMENTS FOR DRILLERS, CONSTRUCTION, ELECTRICAL AND ENVIRONMENTAL CONTRACTORS

SAFETY AND HEALTH

1. Provide to Kerr-McGee a completed Contractor Safety and Health Screening Questionnaire (Form KM-5963). Must include previous years' OSHA-200 logs and letter from workers' compensation carrier verifying last three years experience modification rate.

2. Provide documentation that appropriate credentials, permits or licenses are in order for performing the contracted work, e.g. licensed electrician, certified crane operator, certified welders, certified hazardous waste removal, etc.

3. Provide documentation that contractor employees have been trained and properly fitted for all personal protective equipment required to perform the contract work or services, including respirator fit testing and medical clearance for each contractor employee whose work will require regular use of respiratory protection. All contractor employees scheduled to work on environmental investigation/remediation related projects must have successfully completed a 40-hour Hazwoper training course and the yearly updates.

4. Provide documentation pertaining to inspections and certification of contractor construction equipment where required by law or company contract provision.

5. All contractor crews must have an on-site supervisor with at least five years experience in the trade and all workers must have at least one years experience.

6. All equipment/drill rig repair will take place at an appropriate off-site location. Required maintenance and small repairs approved by Kerr-McGee may take place on-site.

7. Promptly notify appropriate company personnel of any regulatory agency inspection of contractor activities while on company property.

EXHIBIT C

KERR-MCGEE CORPORATION AND IT'S SUBSIDIARIES SAFETY, HEALTH AND INSURANCE REQUIREMENTS FOR DRILLERS, CONSTRUCTION, ELECTRICAL AND ENVIRONMENTAL CONTRACTORS
(Cont'd)

INSURANCE

1. Contractor is required to provide Company a Certificate of Insurance evidencing the following information:

a. Comprehensive General Liability $500,000/$1,000,000 combined limits depending on contract requirement.

b. Automobile Liability $500,000/$1,000,000 combined limits depending on contract requirement.

c. Worker's Compensation - Statutory

d. Kerr-McGee Corporation and It's Subsidiaries to be certificate holder. Attention: Rhonda, MT-2004, 123 Robert S. Kerr, Oklahoma City, OK 73102.

e. Certificate holder included as additional insured on general liability coverage.

f. Waiver of subrogation in favor of certificate holder on worker's compensation coverage.

g. Thirty day notice of cancellation on certificate.

EXHIBIT E

KERR-McGEE CORPORATION & ITS SUBSIDIARIES

SUBSTANCE ABUSE PROGRAM
Contractor Requirements

The use of illegal drugs and alcohol in the work place has become a major problem. We are concerned about the increased hazards caused by individuals under the influence of drug and alcohol. They risk their own safety as well as the safety of others in the work place.

Because of this concern, we ask that you certify that all of your employees assigned to work at our Site are drug free as determined by urinalysis. We do not require individual names of employees tested nor do we need copies of test results.

We require that your substance abuse program include pre-employment testing, to be followed by an ongoing program, consistent with applicable law, to ensure that all contractor employees, assigned to work at Kerr-McGee Corporation and Its Subsidiaries' sites, remain drug free throughout their assignment.

The following "Statement of Compliance" should be signed by a responsible representative of your company and returned prior to commencement of work.

All employees of YANKEE ATOMIC ELECTRIC COMPANY (name of contractor company) assigned to work at VARIOUS LOCATIONS (name of Kerr-McGee site) have been determined and continue to be drug free as determined by urinalysis. New employees, assigned to work at VARIOUS LOCATIONS (name of Kerr-McGee site), are subject to pre-employment testing and ongoing substance abuse testing, in accordance with applicable law, to ensure that they remain drug free.

X Bruce E. Hinkley
(name of contractor representative)

X Bruce E Hinkley
(signature of contractor representative)

X Director
(title of representative)

EXHIBIT E

KERR-McGEE CORPORATION & ITS SUBSIDIARIES

SUBSTANCE ABUSE PROGRAM
Contractor Requirements

The use of illegal drugs and alcohol in the work place has become a major problem. We are concerned about the increased hazards caused by individuals under the influence of drug and alcohol. They risk their own safety as well as the safety of others in the work place.

Because of this concern, we ask that you certify that all of your employees assigned to work at our Site are drug free as determined by urinalysis. We do not require individual names of employees tested nor do we need copies of test results.

We require that your substance abuse program include pre-employment testing, to be followed by an ongoing program, consistent with applicable law, to ensure that all contractor employees, assigned to work at Kerr-McGee Corporation and Its Subsidiaries' sites, remain drug free throughout their assignment.

The following "Statement of Compliance" should be signed by a responsible representative of your company and returned prior to commencement of work.

All employees of YANKEE ATOMIC ELECTRIC COMPANY assigned to work at
(name of contractor company)

WEST CHICAGO, IL have been determined and continue to
(name of Kerr-McGee site)

be drug free as determined by urinalysis. New employees, assigned to work at

WEST CHICAGO, IL, are subject to pre-employment testing
(name of Kerr-McGee site)

and ongoing substance abuse testing, in accordance with applicable law, to ensure that they remain drug free.

X Bruce E. Hinkley
(name of contractor representative)

X Bruce E Hinkley
(signature of contractor representative)

X Director
(title of representative)

As a contractor or supplier of goods or services to Kerr-McGee Corporation as herein defined, please complete and return this form. This will eliminate the necessity of incorporating the applicable provisions in each new purchase order or contract.

THANK YOU.

PLEASE SIGN AND RETURN TO ——

KERR-McGEE CORPORATION
ATTN: Director of Purchasing
P.O. Box 25861
Oklahoma City, OK 73125

EXHIBIT G

KERR-McGEE CORPORATION
AND SUBSIDIARY COMPANIES

SUPPLEMENT TO CONTRACTS, PURCHASE ORDERS AND OTHER AGREEMENTS

The undersigned Contractor agrees that as to all current contracts, purchase orders and other agreements, ("Contracts") as defined below, heretofore issued or entered into by Kerr-McGee Corporation ("Kerr-McGee") as purchaser of materials, supplies, services or an interest in real or personal property from the Contractor, and as to each such Contract which may hereafter be issued or entered into by Kerr-McGee in favor of the Contractor at any time within one (1) year following the date of this Supplement, the Contractor agrees to the applicable sections of A through H as shown below and agrees that without further reference thereto the provisions are and shall be automatically a part of and supplement to each such past and future contract and be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated therein in extenso.

For purposes of this Supplement, the term "Kerr-McGee" shall mean Kerr-McGee Corporation, a Delaware corporation, and its subsidiaries which include, but are not limited to, Kerr-McGee Chemical Corporation, Kerr-McGee Coal Corporation, Kerr-McGee Refining Corporation, Cato Oil and Grease Co., Royal Petroleum Corporation, Southwestern Refining Company, Inc., and Triangle Refineries, Inc., and the words "contract" and "purchase order" shall mean any agreement or arrangement between Kerr-McGee and the Contractor for the furnishing of materials, supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between Kerr-McGee and the United States of America or under which any portion of Kerr-McGee's obligation under any one or more such contracts is performed, undertaken, or assumed.

If the amount of these contracts exceeds the listed limits, the designated sections apply:

Over $500,000	All sections
50,000	All sections except G(1)
10,000	All sections except C and G(1)
5,000	A, D, E, F and H
2,500	A, D, F and H

A. EQUAL EMPLOYMENT OPPORTUNITY [41 C.F.R. §60-1.4 (a)]

Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246, as amended, and referred to hereafter as the "Equal Opportunity Clause":

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246, of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Rico and the [illegible]

(1) Utilization of Small Business Concerns

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the [illegible] for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that Contractor finds to be consistent with the efficient performance of this contract.

(2) Small Business Subcontracting Program

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the contractor shall—

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the "Utilization of small Business Concerns" clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding $10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business concerns were solicited.

(C) The reason for non-solicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the individual Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government, however, records maintained pursuant to this clause will be kept available for review.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of $10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business Administration timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit DD Form 1140-1 each quarter in accordance with instructions provided on the form, except that where the Contractor elects to report on a corporate rather than a plant basis, he may submit his reports to the Department having the responsibility for the Small Business Subcontracting Program at the corporate headquarters. The reporting requirements of this subparagraph (8) do not apply to Small Business Contractors, Small Business Subcontractors, or educational and nonprofit institutions.

(b) "A small business concern" is a concern that meets the pertinent criteria established by the SBA and set forth in paragraph 1-701 of the Armed Services Procurement Regulation.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of $500,000 and which contains the "Utilization of Small Business Concerns" clause provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors; except that the subcontractor will submit the DD Form 1140-1 reports to the Department having the responsibility for reviewing its Small Business Subcontracting Program (A subcontractor may request advice from the nearest military purchasing or contract administration activity as to the Department to which he should submit his reports.)

H. SMALL BUSINESS CONCERN OR MINORITY BUSINESS CONCERN INFORMATION

"As a contractor with the Federal Government, Kerr-McGee is required to know which of our suppliers are small business concerns, minority business enterprises or have plants located in labor surplus areas. Accordingly, would you note whether your company is a small business concern or a minority business enterprise as defined in Armed Service Procurement Regulations 1-701.1 or other applicable Federal Procurement Regulations or has plants located in labor surplus areas as listed in the U. S. Department of Labor publication "Area Labor Market Trends". Any questions you may have as to your status concerning the above should be referred to the office of the Small Business Administration servicing your area.

( ) We are (X) We are not a Small Business Concern.

( ) We are (X) We are not A Minority Business Enterprise.

(X) We have no plants located in labor surplus areas

OR

( ) The following plants are located in labor surplus areas:

YANKEE ATOMIC ELECTRIC COMPANY

Contractor

[illegible]

[illegible] entertainment, [illegible] transportation, [illegible] space in [illegible] on the basis [illegible] housing, recreation, or otherwise. Contractor's policies and [illegible] Contractor further agrees that (except where it has obtained identical certifications from proposed [illegible] for specific time periods) it will obtain identical certifications from proposed [illegible] exceeding $10,000 which are not exempt from the provisions of Equal [illegible] certifications in its files, and that it will forward the following notice to such [illegible] proposed subcontractors have submitted identical certifications for specific [illegible]

(b) NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

C. FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM

[41 C.F.R. §60-1.7; 42 U.S.C. §2000e(b); 41 C.F.R. § 1-12.804-1(a); 41 C.F.R. §60-1.40; 41 C.F.R. §60-741.5]

Contractor further agrees and certifies that

1. If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO-1) with the Joint Reporting Committee, at the appropriate address, per the current instructions, within thirty (30) days of the date of contract award, unless such report has been filed within the twelve (12) months' period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

2. If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. §60-1.40; 41 C.F.R. 1-12.810, 41 C.F.R. §60-250.5 and 41 C.F.R. §60-741.5.

D. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA [41 C.F.R. §60-250]

Contractor further agrees and certifies that it will comply with the following:

(1) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(2) All suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, that if the contract is for less than $10,000 or if it is with a state or local government the reports set forth in paragraphs (3) and (4) of this clause are not required.

(3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any Executive Orders or regulations regarding nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State wherein it has establishments of the name and location of each such establishment in the State, as long as the Contractor is contractually bound to these provisions and has so advised the State system there is no need to advise the state system of subsequent contracts. The Contractor may advise the State System when it is no longer bound by this contract clause.

(5) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(6) The provisions of ¶ (2), (3) and (4) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(a) "All suitable employment openings" includes, but is not limited to openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings which are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(c) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(d) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(e) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans' Administration for disability rated at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(f) "Veteran of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed between August 5, 1964 and May 7, 1975, and (2) who was so discharged or released [illegible]

File 3.5 WC

CONSULTANT AGREEMENT

AGREEMENT entered into as of the 25TH day of JUNE, 1993, between KERR-McGEE CHEMICAL CORPORATION, a corporation of the State of Delaware, whose address is P. O. Box 25861, Oklahoma City, Oklahoma 73125, and any of its existing or future subsidiaries ("KERR-McGEE") and JAMES L. GRANT & ASSOCIATES, INC., whose address is 8301 East Prentice Avenue, Suite 402, Englewood, Colorado 80111 ("CONSULTANT").

The parties mutually agree as follows:

ARTICLE I - WORK

CONSULTANT shall, when and as directed by KERR-McGEE, perform the following services ("the Work") for KERR-McGEE:

Provide advice and assistance to KERR-McGEE in the development of an application to Illinois Department of Nuclear Safety to amend KERR-McGEE's West Chicago Site Radioactive Materials License STA-583 to authorize closure, all as more particularly described on Exhibit "A" attached hereto.

ARTICLE II - COMPENSATION

1. As full compensation for the Work, KERR-McGEE shall pay CONSULTANT in accordance with and at the rates specified in Consultant's 1993 Schedule of Fees (a copy of which is attached hereto as Exhibit "B") for time spent on the Work by CONSULTANT, with total compensation not exceeding $50,000 without KERR-McGEE's prior written consent. In addition, KERR-McGEE shall reimburse CONSULTANT in accordance with the attached Exhibit "B" for all reasonable and actual out-of-pocket expenses including coach-class air transportation, hotel and meal expenses incurred by CONSULTANT while on approved travel in performance of the Work, provided CONSULTANT has complied with the same KERR-McGEE regulations as are then currently applicable with respect to reimbursement of expenses of KERR-McGEE employees traveling on Company business. A copy of such regulations is attached hereto.

2. CONSULTANT shall submit invoices to KERR-McGEE on a monthly basis for all compensation earned and expenses incurred and KERR-McGEE shall pay such invoices, when accompanied by fully substantiated supporting documents, within 15 days after receipt thereof.

ARTICLE III - INSURANCE

CONSULTANT agrees to purchase and maintain in CONSULTANT's own name Automobile Liability Insurance in the amounts of $100,000 each person and $300,000 each accident bodily injury and $100,000 each accident property damage. In the event KERR-McGEE requests CONSULTANT to rent a car in connection with the performance of any of the Work hereunder, CONSULTANT agrees to purchase additional Collision Damage Insurance and Personal Accident Insurance from the rental agency. KERR-McGEE agrees to reimburse CONSULTANT the premium for such additional insurance.

ARTICLE IV - PATENTS

1. CONSULTANT shall keep signed, witnessed and dated records of any and all ideas, inventions, improvements and discoveries (whether or not patentable) made, conceived or first reduced to practice by CONSULTANT in the course of the Work, together with all supporting evidence such as notes, sketches, drawings, models and data pertaining thereto.

2. CONSULTANT shall promptly inform KERR-McGEE of all such ideas, inventions, improvements and discoveries and shall furnish to KERR-McGEE, upon request and in any event upon termination of this Agreement, all records, supporting evidence and other information thereon. CONSULTANT agrees to assign to KERR-McGEE or to such subsidiary of KERR-McGEE as KERR-McGEE shall direct all such ideas, inventions, improvements and discoveries pertaining to the Work together with such patent or patents as may be obtained thereon in the United States and elsewhere and, upon request by KERR-McGEE, will at any time before or after the termination of this Agreement execute all proper papers for use in applying for, obtaining and maintaining such United States and foreign patents as KERR-McGEE may desire and will execute and deliver all proper assignments thereof, when so requested, all at the expense of KERR-McGEE. CONSULTANT shall communicate to KERR-McGEE all facts known to CONSULTANT respecting each such idea, invention, improvement or discovery, whenever requested, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and for the obtaining or enforcing of any and all patents resulting therefrom, all at the expense of KERR-McGEE.

3. CONSULTANT certifies that agreements concerning work to be performed for others and pertaining to inventions, discoveries or proprietary information belonging to CONSULTANT or others will not prevent CONSULTANT from performing the Work hereunder.

ARTICLE V - DATA AND INFORMATION

All data, information and processes furnished to CONSULTANT by KERR-McGEE or originating in the course of the Work are and shall be the exclusive property of KERR-McGEE, and all such data, information and processes, including designs, drawings, equations, memoranda and the like, shall be delivered to KERR-McGEE no later than at the conclusion of the Work without any copies or reproductions thereof being retained by CONSULTANT. CONSULTANT shall not, without KERR-McGEE's prior written consent, disclose to others any of the aforesaid data, information, processes or any of KERR-McGEE's technical data or proprietary information acquired by CONSULTANT from KERR-McGEE or make any use thereof for CONSULTANT's benefit. KERR-McGEE shall have full right to use such data, information and processes in any manner when and where it may designate without any claim on the part of CONSULTANT for additional compensation. It is understood that there shall be no restrictions upon CONSULTANT's right to disclose to CONSULTANT's other clients or to use for CONSULTANT's own benefit all such information, data and processes and general know-how which CONSULTANT can demonstrate was (i) in the public domain or freely available to others, (ii) known to CONSULTANT prior to receipt thereof from KERR-McGEE or (iii) was lawfully acquired by CONSULTANT from a third party or parties, without obligations of confidentiality to KERR-McGEE.

ARTICLE VI - LICENSES

In the event CONSULTANT furnishes any of CONSULTANT's proprietary information to KERR-McGEE hereunder, CONSULTANT hereby grants and agrees to grant to KERR-McGEE royalty-free, non-exclusive, irrevocable licenses (with full rights to sublicense) to use the same.

ARTICLE VII - ASSISTANCE

CONSULTANT shall not employ or retain any person, firm or corporation without the prior consent of KERR-McGEE to perform any of the Work hereunder.

ARTICLE VIII - AGREEMENTS WITH OTHERS

1. Should KERR-McGEE currently be a party to or at any time in the future enter into an agreement with a third party for the purpose of research and development or any other purpose which might cause said third party to make known to KERR-McGEE or

CONSULTANT information, data, developments or trade secrets which said third party regards as valuable and of a confidential nature, the CONSULTANT agrees that such information and any inventions which pertain to or stem from knowledge of such information are subject to all terms and conditions of this Agreement.

2. It is the intent of the parties hereto that the CONSULTANT's agreement not to disclose or use any confidential or secret information made known by said third party is for the benefit of said third party as well as KERR-McGEE, and said third party may pursue whatever remedy is available to it for the enforcement of this provision.

3. Said third party shall have the same rights against CONSULTANT with respect to such information as does KERR-McGEE against CONSULTANT with respect to KERR-McGEE's confidential information.

ARTICLE IX - GENERAL

1. CONSULTANT shall not disclose to KERR-McGEE nor use in the course of the Work any proprietary information, confidential information or trade secrets belonging to any other person, firm or corporation.

2. This Agreement is not a part of any other agreement, does not depend for its consideration or its enforceability upon any other agreement and shall not be construed with or as a part of any other agreement past, present or future.

3. This Agreement shall not be modified, altered, amended or revoked except in writing duly executed by the parties hereto.

4. This Agreement supersedes all prior agreements of any kind or nature between the parties hereto relating to the Work.

5. Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when sent by wire or deposited in the United States mail, postage prepaid, and addressed to the other party at the address given above.

6. This Agreement may be terminated by either party upon 10 days' advance written notice to the other. It is understood, however, that the obligations and duties of CONSULTANT under Articles IV, V, VI and VIII of this Agreement shall be continuing and shall survive termination of this Agreement.

7. CONSULTANT shall act solely as an independent contractor in performing the Work contemplated by this Agreement, and nothing herein shall constitute CONSULTANT the agent or employee of KERR-McGEE for tax purposes (FICA, income and the like) or otherwise.

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

KERR-McGEE CHEMICAL CORPORATION

By George B. Rice

George B. Rice
Senior Vice President

APPROVED
ENV DEPT.

JAMES L. GRANT & ASSOCIATES, INC.

By James L. Grant

Title President

EXHIBIT "A"

SCOPE OF WORK
FOR CONSULTANT, JAMES L. GRANT & ASSOCIATES, INC.

Consultant will perform the following when, and if, requested by Kerr-McGee:

1. Advise Kerr-McGee, its attorneys - Covington & Burling, and its contractor - RUST Environment and Infrastructure, on the format, content and style of the application for license amendment including the closure plan.

2. Prepare, as necessary, sections of the application.

3. Review and edit all sections of the application.

4. Participate in meetings with Kerr-McGee, Covington & Burling, RUST Environment and Infrastructure and Illinois Department of Nuclear Safety, as requested by Kerr-McGee.

EXHIBIT "B"

JAMES L. GRANT AND ASSOCIATES, INC.

1993 SCHEDULE OF FEES
Kerr-McGee Chemical Corporation

Grade	Classification	Standard Unit Rate	Discounted Unit Rate
EM 9	Technical Director	$165.00	$130.00
EM 8	Chief Engineer/Corporate Consultant	$120.00	$110.00
EM 7	Principal Engineer/Scientist/Project Manager	$110.00	$100.00
EM 6	Senior Engineer/Scientist	$100.00	$95.00
EM 5	Project Engineer/Scientist	$90.00	$85.00
EM 4	Engineer/Scientist	$80.00	$75.00
EM 3	Staff Engineer/Scientist 3	$70.00	$65.00
EM 2	Staff Engineer/Scientist 2	$60.00	$55.00
EM 1	Staff Engineer/Scientist 1	$55.00	$50.00
TS 3	Senior Technician/CADD Draftsman 3	$50.00	$45.00
TS 1-2	Technician/Draftsman 1-2	$45.00	$40.00
SA 3	Senior Clerical 3	$40.00	$35.00
SA 1-2	Clerical 1-2	$35.00	$30.00
	CADD Equipment	$20.00	$15.00

a. Direct Non-Salary Expenses incurred, identifiable and not applicable to general overhead to be reimbursed by client at actual invoice cost plus 15%.

b. Automotive travel will be charged at a mileage rate of $0.30 per mile.

c. Photocopies will be charged at the rate of $0.10 per page.

SUPPLEMENT TO CORPORATE POLICY

POLICY NO. 10.04
POLICY DATE 1-1-93

SUPPLEMENT A - REIMBURSABLE EXPENSES

Airline Fares

Reimbursement is limited to classes of service authorized under the provisions of Policy 10.06, Business Travel.

Auto Expenses

Gas, oil, grease, and similiar expenses incurred in operating company vehicles, including vehicles rented for company business, may be reported on either the Expense Report (Form KM-871) or AutoBook (Form KM-1057) at the option of the Unit Controller. Any single item of auto expense of $25 or more requires a receipt.

Auto - Use of Personal Vehicle

Occasional use of personal vehicles for short periods or on a per-trip basis may be authorized by supervisors. Employees are required to wear seat belts when operating vehicles for Company business and to obey all applicable laws. Any accidents that occur while on Company business must be reported to the Corporate Risk Management and Claims Department. Reimbursement for business use of personal vehicle is limited to the same mileage allowance permitted by the IRS as a business-use tax deduction. Any other use or reimbursement must be authorized in writing by the Organizational Unit Head. Personal vehicle mileage is reported on the Expense Report (Form KM-871).

Auto - Rental

When justified by economic and business necessity. Employees are required to wear seat belts and obey all applicable laws.

Club Dues

When membership in a social club is approved by the CEO or his delegate and dues are billed to the employee, the company will reimburse the employee for that part of the month's dues which is proportionate to the percentage of use for business purposes during the month, provided business use represents more than 50 percent of the total. A detailed Record of Social Club Usage (Form KM-1519) should be maintained and submitted with the Expense Report. If a month's business use (total number of times used divided into the times used for business purposes) does not equal 50 percent of the total, the employee is expected to pay all that month's dues as a personal expense.

Entertainment

Entertainment expenses should be kept to a minimum and should not be incurred unless preceded or followed by a bona fide business discussion with the guests entertained. Such expenses may include entertaining business guests at theaters, clubs, sporting events, etc.

Laundry and Cleaning

Reasonable and necessary amounts during business travel.

Lodging

Except when required for business purposes, traveling employees are instructed to use commercial rate accommodations in reasonably priced hotels and motels. Lodging should be booked through the company's Central Travel Office (Policy No. 10.06) to take advantage of negotiated discounts and commission rebates.

CONTINUED

SUPPLEMENT TO CORPORATE POLICY

POLICY NO. 10.04
POLICY DATE 1-1-93

SUPPLEMENT B - NON-REIMBURSABLE EXPENSES

Alcoholic Beverages

Cocktails, wine, beer, etc., except with meals or when entertaining business guests.

Amusement

All personal amusement when not accompanied by a business guest being entertained. This includes but is not limited to sightseeing and recreational trips, movies, shows, and reading material.

Auto Repair - Personal Vehicle

Costs of operating, maintaining, or repairing a personal vehicle. The mileage allowance takes these factors into consideration. Any unusual or other cost not approved by the Organizational Unit Head.

Companions

Expense incurred for travel companions and personal guests, except for spouses traveling in the interest of the company with approval of the Organizational Unit Head.

Excessive Costs

All expenditures that exceed reasonable and necessary amounts.

Insurance

Additional insurance charges for rental autos, except in foreign countries where additional insurance coverage is required by local laws.

Personal insurance coverage, such as flight or trip insurance.

Personal Expenses

Charges for personal use of rented autos.

Donations.

Medical expenses, barber, manicurist, etc..

Rail, bus, or air fares of higher class than those authorized unless approved by the Organizational Unit Head.

Traffic and other fines.

C 531

CONSTRUCTION AND FIELD SERVICES AGREEMENT

BETWEEN

KERR-McGEE CHEMICAL CORPORATION

AND

GRANT ENVIRONMENTAL, INC.

CD.AGR

CONSTRUCTION AGREEMENT

BETWEEN

KERR-McGEE CHEMICAL CORPORATION

AND

GRANT ENVIRONMENTAL, INC.

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"A"	Work
"B"	Compensation
"C"	Contractor's Purchase Order Form
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"E" Construction Employee Safety Handbook
"F" Substance Abuse Program
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"H" Order Issued by U.S. EPA, Region 5

Tables

"A-1" List of Company Supplied material and Equipment
"B-1" Contractor's Schedule of Rates

CONSTRUCTION AND FIELD SERVICES AGREEMENT

This AGREEMENT is entered into as of July 16, 1996, between KERR-McGEE CHEMICAL CORPORATION, with offices at Kerr-McGee Center, 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102 ("Company") and GRANT ENVIRONMENTAL, INC. with offices at 12150 E. Briarwood Avenue, Suite 200, Englewood, Colorado 80112 , ("Contractor").

The parties hereto agree as follows:

1. The Work. Contractor agrees to perform the Work ("Work") described in Exhibit "A" (including Tables "A-1" and "A-2"), relating to remediation of a certain commercial property in the vicinity of North Pier in downtown Chicago, Illinois ("Jobsite"), in strict conformity with the terms and conditions hereinafter set forth in this agreement and the exhibits and tables attached hereto (this agreement and the exhibits and tables hereinafter collectively called the "Agreement"). In the event of conflict between the provisions of this Agreement and those of the exhibits, the provisions of this Agreement shall prevail. Exhibit "A" may be amended, modified, or replaced from time to time pursuant to this Agreement.

Subject to the terms and conditions of this Agreement, Contractor shall:

(a) furnish everything necessary, proper, and incidental for the performance and completing of the Work, including all labor, skilled personnel, supervision and project control services, reproduction services, computer services, graphics, construction equipment and supplies, tool insurance, testing devices, office facilities, utility connections, first aid,

sanitary facilities, and construction services, except for specified utilities, equipment, and materials as set forth herein,

(b) obtain, or cause to be obtained, all necessary licenses and permits required to be in the name of Contractor or its subcontractors for the prosecution of Work,

(c) repair or replace as directed by Company all property damaged during or arising out of the performance of the Work hereunder,

(d) file or pay, or cause to be filed or paid, all reports and payments required by federal, state and local laws, including those pertaining to social security, unemployment, worker's compensation, income tax, occupational, business, and excise taxes,

(e) purchase, expedite, transport, and inspect, as required, all equipment and material specified to be provided by Contractor, and

(f) conduct acceptance tests, in accordance with the provisions contained in the Agreement, of all installed equipment to ensure design performance,

2. Compensation. As sole compensation for the performance of the Work hereunder, Company shall pay Contractor, without duplication of any item, compensation in the amount and manner set forth in Exhibit "B". The Company shall have the right at all reasonable times upon reasonable notice during the course of the Work and for a period of two (2) years after the acceptance of the Work to examine and inspect Contractor's records and accounts with respect to the amounts so invoiced to determine if they are in accordance with this Agreement, and Contractor shall maintain all such records and account for such period. Contractor shall maintain such records and accounts in accordance with generally

accepted accounting principles and practices and as may be directed the Company.

Notwithstanding the examination and inspection rights conferred on Company herein, such rights shall not extend to any fixed unit rates, unit prices, or percentages which serve as the basis for sums compensated hereunder.

3. Best Possible Cost Basis . Contractor shall work closely with Company in order to insure that the Work is performed on the best possible cost basis. To this end:

(a) Costs Necessary and Reasonable. No cost as described in this Agreement and in Exhibit "B" (hereinafter referred to as a "Reimbursable Cost") shall be paid to Contractor unless such Cost is reasonably incurred for the advancement of the Work and is reasonable in its character and amount,

(b) Purchasing.

(i) Competitive Bids - Field Purchases. For each field purchase greater than Five Hundred Dollars ($500), the cost of which is a Reimbursable Cost, Contractor shall solicit three or more competitive bids. Contractor, in obtaining such bids, shall make certain that each bidder is furnished with the same information and that the information is complete and in sufficient detail for the purpose intended.

(ii) Release of Purchase Orders. Contractor shall not release or permit others to release any purchase order, the cost of which is a Reimbursable Cost, in excess of Two Thousand Dollars ($2,000) without the prior written approval of the company. The competitive bids obtained by Contractor with respect to all such purchases shall be technically and commercially analyzed by

Contractor; data from each shall be tabulated in convenient form acceptable to the Company for evaluation; and a copy of each bid shall be submitted to the Company along with Contractor's recommendation as to which bid to accept and Contractor's reason therefor. Within five (5) working days after receipt of Contractor's recommendations, Company shall advise Contractor as to the vendor to be awarded the purchase order.

Contractor shall supply to the Company three (3) copies of all purchase orders. All purchases shall be on Contractor's purchase order form attached hereto as Exhibit "C", and any change to the terms and conditions thereof shall first be approved by Company in writing.

(c) Competitive Bids - Subcontracts. Contractor shall prepare a list for approval by Company of prospective subcontractors, and upon request of Company, prospective subcontractors shall be added to or eliminated from such list. Contractor shall, unless otherwise agreed to by Company, solicit three (3) or more competitive bids from subcontractors on such list. Contractor, in obtaining such bids shall make certain that each bidder is furnished with the same information and that the information is complete and in sufficient detail for the purpose intended. Such competitive bids shall be analyzed technically and commercially by Contractor; data from each shall be tabulated in convenient form acceptable to Company along with Contractor's recommendation and reason therefor. Within five (5) working days after receipt of Contractor's recommendations, Company shall advise Contractor as to the subcontractor to be awarded the subcontract.

(d) Size of Working Force. The size of the working force employed in the performance of the Work shall be kept closely in line with available material, equipment and Work to be performed and shall be subject to Company's approval at all times.

(e) Overtime. The Company may from time to time direct Contractor to work all or part its employees and the employees of its subcontractors overtime on the Work upon reasonable notice to the Contractor; in the absence of such direction, Contractor shall obtain advance written approval of the Company for all overtime, except for spot or emergency overtime. No charge to the Company for overtime costs of salaries and wages shall be made unless such is actually paid to Contractor's or its subcontractor's employees.

4. Work Schedule.

(a) Work Schedules. Contractor shall promptly commence the Work upon execution of this Agreement and use its best efforts to complete the Work by December 31, 1996 ("Completion Date"). Contractor shall prepare a list of project milestones for Company's approval within two weeks of the date of the Agreement. Contractor shall prepare a detailed work schedule ("Work Schedule") based on the Milestone Schedule.
Contractor shall diligently prosecute the Work so that the approved schedules will be met and in this regard shall employ sufficient skilled personnel, labor, supervision and furnish sufficient equipment and materials to meet such schedules. A summary of progress versus Work Schedule in a format approved by Company, shall be included in Contractor's regular progress reports. If delays become apparent or occur, Company shall promptly be notified, and Contractor shall, as approved or

directed by Company, take all action necessary to avoid the delay or to make up time lost, to complete the Work within the Work Schedule or any approved revision thereof.

(b) Work Day. All Work at the Jobsite shall be performed on a work day which is no more than ten (10) hours per day, Monday through Friday inclusive, between the hours of 7:00 AM and 7:00 PM. Work is not permitted at the Jobsite on Saturday or Sunday, nor is it permitted on the following nine (9) Company holidays: New Years Day, Good Friday, Memorial Day, Independence Day, the day after Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. In the event a holiday falls on a Saturday or Sunday it will be observed on a Friday or Monday, as the case may be, nearest the holiday.

5. Warranties.

(a) Except as provided for in Paragraph (b) of this Article, Contractor warrants that:

(i) all Work shall be performed in a good, safe, and workmanlike fashion and manner and in conformity with the professional purchasing, fabrication, transportation, erection, and construction standards, methods, and practices customarily provided by an experienced and competent professional organization rendering the same or similar services,

(ii) all Work shall be performed strictly in accordance with the provisions of this Agreement,

(iii)all material, labor, an services to be supplied by Contractor hereunder shall meet the performance requirements of this Agreement and shall be free from defects in title, material, and workmanship,

(iv) all Contractor purchased equipment and material shall be new and fit for the use and purpose specified,

(v) all Contractor purchased equipment and material shall be free and clear of all liens, claims, security interests, and encumbrances,

(vi) Contractor shall store, install, and apply all equipment and materials (whether provided by Contractor or Company) to be incorporated into the Work, in strict accordance with sound construction practices and the storage, installation, or application instructions and procedures, if any, of the manufacturer, vendor, or supplier thereof. If requested by Company, Contractor shall supply evidence satisfactory to Company that the equipment and materials incorporated or to be incorporated into the Work and the handling thereof, comply with the foregoing, and

(vii) all Contractor purchased equipment shall be free from patent infringement as set forth herein.

(b) Contractor does not itself warrant that Contractor furnished equipment and material incorporated into the Work and purchased from a manufacturer, vendor, or supplier not directly or indirectly owned or controlled by it, shall conform to specifications or shall be free from defects, but Contractor does warrant that except as otherwise provided herein, the warranties and representations relating to such equipment and materials so purchased will not be less favorable than either:

(i) twelve (12) months after startup or eighteen (18) months after shipment, whichever is shorter,

(ii) vendor's standard warranty, or

(iii) those set forth in Contractor's standard purchase order attached hereto as Exhibit "C", unless Company agrees to such difference in writing. Contractor shall pass through to Company all such warranties and representations and, as directed by Company, shall assist Company in enforcing all such warranties and representations.

(c) The foregoing warranties set forth in the Article are conditioned upon use and maintenance of the equipment in accordance with the prudent operational practices and upon conformance with all applicable operations and maintenance instructions and written recommendations of Contractor and manufacturers.

(d) Contractor agrees to repair or replace f.o.b. the Jobsite any equipment fabricated by Contractor which is shown to be defective in materials and workmanship within twelve (12) months of project startup or eighteen (18) months after shipment, whichever is earlier. Defects arising from the conditions in (e) below are excluded from this warranty.

(e) Contractor does not warrant the equipment or components thereof against normal wear and tear, corrosion or erosion, the effects of improper operation or maintenance or the effects of operating conditions more severe than those necessary to meet design conditions.

(f) Company's inspecting, testing, witnessing tests, paying invoices, or issuing its Acceptance of the Work shall not relieve Contractor from these warranty obligations.

6. Remedy of Deficiencies; Consequential Damages.

(a) Contractor agrees to promptly correct, replace, repair, or otherwise remedy as may be directed by Company, any Work, material or workmanship not as warranted under the

provisions contained herein and any resulting damage caused thereby, and any resulting cost, expense, or damage and/or required corrective work caused thereby (collectively referred to as "Warranty Work"), shall be for the Contractor's account. Unless otherwise provided for in this Article, Contractor's liability shall continue from the date hereof through the last day of the twelfth (12th) month following of Acceptance of the Work, as described herein. In addition, Contractor's liability for corrected, replaced, repaired, or otherwise remedied Warranty Work, following Acceptance of the Work, shall continue for a twelve (12) month warranty period from the date the corrected, replaced, repaired or otherwise remedied Warranty Work is effected. However, the time limitations of this Article shall not apply to warranty requiring all Contractor purchased equipment and material to be free and clear of all liens, claims, security interests, and encumbrances, such warranty to have unlimited duration.

(b) Nothing in this Agreement shall in any way limit Contractor's liability to third parties for the failure of Contractor to schedule, manage, and supervise the performance of the Work in accordance with professional standards, methods, practices, and procedures. Except as stated in Articles 5 and 6, nothing in this Agreement shall in any way limit the time period during which Contractor bears liability for failure to schedule, manage, and supervise the performance of the Work or the time period in which notice must be given or a claim or lawsuit asserted or filed based on such failure.

(c) In no event, whether as a result of breach of contract, strict liability, tort liability (including negligence), or otherwise, shall either party be liable to the

other for special, indirect, or consequential damages, loss of profits, or loss of product.

7. Insurance. At all times during the term of this Agreement, Contractor shall purchase and maintain insurance covering the Work performed under this Agreement in amounts required by applicable laws and regulations, but shall at a minimum carry the following coverages with companies acceptable to Kerr-McGee Chemical Corporation:

(A) Worker's Compensation Insurance covering all employees to comply with the laws of the State where operations are conducted and Employer's Liability Insurance with a limit of not less than $500,000. If operations are conducted in a monopolistic state, the Employers Liability Insurance shall be provided through a Stop Gap endorsement.

(B) General Liability Insurance covering all operations hereunder with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and/or property damage. The policy shall include, but not be limited to, Products and Completed Operations, Broad Form Property Damage and Blanket Contractual Liability Coverage. The policy shall also include coverage for the explosion (X), collapse (C) and underground (U) hazards.

(C) Automobile Liability Insurance covering all automotive equipment used in performing the work hereunder (whether owned, non-owned or hired) with a combined single limit of not less than $1,000,000 each accident for bodily injury and/or property damage. This policy shall have the Pollution Exclusion deleted and the MCS-90 endorsement, if applicable, attached.

(D) Contractor's Pollution Legal Liability covering liability arising out of the performance of the Work under this Agreement with a limit of $1,000,000, if applicable.

(E) Excess Umbrella Liability Insurance to total $5,000,000 when combined separately with each of the limits in (A), (B), (C), and (D) above.

The policies specified in (A) above and any insurance Contractor carries on it equipment shall be endorsed to waive rights of subrogation against Kerr-McGee Chemical Corporation. The policies specified in (B) through (E) above shall be endorsed to include Kerr-McGee Chemical Corporation as an additional insured with respect to Work performed under this Agreement. All policies above shall be primary to policies purchased and maintained by Kerr-McGee Chemical Corporation.

Contractor shall cause each subcontractor under a subcontract let by Contractor to carry insurance as required above. Contractor and its subcontractors, if any, shall purchase sufficient coverage to reinstate the limit(s) under any of the above policies that are reduced by the payment of a cliam(s) thereunder. Policy deductibles, if any, shall be borne solely by the Contractor and/or its subcontractors, if any.

Prior to commencing work hereunder, Contractor shall furnish Kerr-McGee Chemical Corporation with an insurance certificate as evidence of the above coverages and requirements and containing the following statement:

> "Thirty (30) days' prior written notice will be given to Kerr-McGee Chemical Corporation in the event of cancellation or material change in coverage."

The consent of Kerr-McGee Chemical Corporation to the amounts of insurance specified shall not be considered as a limitation of Contractor's and/or its subcontractors', if any, liability under the Agreement nor an agreement by Kerr-McGee Chemical Corporation to assume liability in excess of said amounts or for risks not insured against.

If any of the insurance provisions contained in the Agreement are in conflict with any applicable state or federal laws, it is understood and agreed that said insurance requirements shall automatically be amended to conform with such law or laws.

8. Indemnity.

(a) Contractor agrees to indemnify, defend, and hold Company harmless from and against any and all claims, damages, judgments, losses and expenses (including attorney fees and court costs) for bodily injury or death of any person including, but not limited to, employees of Kerr-McGee Chemical Corporation, of Contractor and of its subcontractors and for damage to or loss of property.

(i) arising out of or in connection with the performance of the Work by Contractor, its subcontractors, or the employees and agents of either from any operations or activities of either in connection therewith; or

(ii) arising out of or resulting from the failure of Contractor, its subcontractors, or the employees and agents of either to comply with the requirements of this Agreement.

(b) Contractor further agrees to indemnify, defend, and hold Company free and harmless from any claim or liability for

damage to or loss of equipment, materials, supplies, tools, and construction equipment used by either Contractor or its subcontractors in the performance of the Work.

(c) As used in this Article, the term "Company" shall mean Kerr-McGee Corporation, Kerr-McGee Chemical Corporation, subsidiaries of each and the directors, agents, and employees of each and of their subsidiaries.

(d) It is not intended nor shall this Article be construed to mean that Contractor is to indemnify or hold Company harmless from its own negligence. However to the extent that the insurance to be carried and maintained for this project by Contractor and its subcontractors hereunder provides coverage for Company's acts (including negligent acts) Company shall be entitled to take advantage of that coverage, and this Paragraph (d) shall not be construed to limit Company's right to the benefit of such coverage where it applies.

(e) Contractor shall defend any suit or proceeding brought against Company so far as the same is based upon a claim that any equipment, or any part thereof, furnished by Contractor or made by Contractor or a manufacturer, vendor, or supplier directly or indirectly owned or controlled by Contractor infringes, or its use as intended hereunder, infringes any patent of the United States. Contractor shall pay all damages and costs awarded therein against Company. In case said equipment, the use thereof, or any part thereof, is in such suit held to constitute infringement and the use of said equipment or part is enjoined, Contractor shall, at its own expense and at its option, either procure for Company the right to continue using said equipment or part, or with Company's prior written consent, which consent shall not be

unreasonably withheld, replace same with non-infringing equipment or part, provided such replacement or modification(s) shall provide comparable service at no increase in cost. Company agrees to promptly notify Contractor of any claim of infringement that it has reason to believe it is to be indemnified against, tender defense of such claim to Contractor, and provide, at Contractor's cost, such assistance as Contractor may reasonably request with respect to the defense of such claim.

(f) Company shall indemnify Contractor from and against any liability arising from direct or contributory infringement of any patent relating to a process or equipment supplied or specified to Company. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

9. Confidential Information. The process, engineering, and other technical and business-related documents and information to be furnished hereunder by Company or developed by Contractor in the performance of the Work consists in whole or in part of trade secrets or other proprietary information which Company desires to keep secret ("Confidential Information").

From time to time, Company may designate to Contractor the documents and other information which include Confidential Information.

As to Confidential Information:

(a) Contractor shall not use or divulge Confidential Information to others except in connection with the Work. Contractor will cause its employees, subcontractors and

subcontractor's employees, agents, vendors and all others who receive such Confidential Information, directly or indirectly from Contractor to agree in writing that they will not in any way use Confidential Information except in connection with the Work nor divulge any Confidential Information to others. Each such agreement, if necessary, shall expressly make Company the beneficiary thereof.

(b) Contractor shall cause all Confidential Information furnished by Company or developed by Contractor in the course of the Work, including any copy or reproduction thereof, to be returned to Company at the conclusion of the Work, excluding Contractor's methods or computer programs.

(c) Contractor may, for record keeping purposes only, retain one (1) copy of all Confidential Information furnished by Company or developed by Contractor in the course of and at the conclusion of the Work. Contractor shall furnish Company with the originals of all Confidential Information at the conclusion of the Work, excluding Contractor's methods or computer programs.

(d) Confidential Information as used herein does not include any information which:

(i) is or becomes public information, unless it becomes public information through Contractor's failure to comply with the provisions of this Agreement, or

(ii) Contractor can document was in its possession at the time of disclosure to Contractor by Company as a matter of right, without restriction on disclosure or use, and which had not been previously received directly or indirectly from Company, or

(iii) Contractor acquires from others subsequent to disclosure by Company as a matter of right, without

restriction on disclosure or use, and which was not received directly or indirectly from Company, or

(iv) is provided to prospective vendors for the purpose of obtaining quotations on items which, as determined by Company's Representative, are standard equipment and do not provide prospective vendors with Confidential Information.

10. Work Changes. Company may at any time by written notice to Contractor require changes within the scope of the Work to be performed hereunder. All such changes shall be subject to the terms and conditions of this Agreement including payment by the Company of Reimbursable Costs incurred by Contractor in performing such change.

No claim by Contracor for extra, additional, or different Work, or any extension of time within which to complete such Work, will be allowed without the Company's written authorization and consent given prior to the undertaking or incurring of any expense in connection therewith.

In the event the scope of Work is decreased, Contractor shall be entitled to all expenses and costs reasonably and necessarily incurred by Contractor as a result of such decrease in the Work. In no event, however, shall Contractor be entitled to any prospective profits or reimbursement or prospective overhead, general expenses, administrative expenses or damages (consequential or otherwise) because of such decrease in the scope of Work.

11. Inspection and Testing.

(a) At all times during the progress of the Work hereunder, Company shall have the right, but not the obligation, to inspect all parts of the Work to insure that the Work is being performed in accordance with the provisions of this Agreement. If such inspections indicate that the Work

fails to satisfy such provisions, Contractor shall, except as provided for in the Remedy of Deficiencies Article, at its sole cost and expense, remedy the deficiencies therein. Nothing herein shall be construed or interpreted to mean that Company's conduct of or failure to conduct any such inspection shall relieve Contractor from its obligations hereunder.

(b) Contractor shall perform such verification testing and preparations of equipment, machinery, piping, electrical, instrumentation, ventilation, and other systems incorporated into the Work as Company shall define and specify. Such testing or preparations shall be performed to the satisfaction of Company and shall be conducted in accordance with procedures and plans supplied by Company or, alternatively, if requested by Company, as prepared by Contractor and approved by Company. The test results shall be set forth in a written report to Company. If any such item of equipment, machinery, system, or component fails to meet the specified tests, Contractor shall promptly and without delay perform such Work as may be necessary to remedy the deficiencies therein. Contractor shall repeat such tests until said item, system, or component meets all requirements hereunder.

12. Acceptance of the Work.

(a) Upon completion of the Work by Contractor and its acceptance by Company, Company shall provide Contractor with its written acceptance ("Acceptance of the Work"). Completion of the Work includes payment of all bills, clearance of all liens, completion of all testing, and submittal of a final invoice. Neither acceptance, approval by Company's Representative of the statements and invoices submitted to Company pursuant to Exhibit "B", nor Company's payment of all or any part of the compensation payable to Contractor

hereunder shall be construed or interpreted as an admission of the performance by Contractor of the Work in accordance with the requirements hereof or preclude later assertion of claims against Contractor for deficiencies in the Work or for failure of Contractor to comply with any of its other obligations.

(b) Company shall have the right to accept part of the Work as completed by Contractor, but the acceptance of part shall not be deemed an Acceptance of the Work for the Remedy of Deficiencies and Title Articles or for the purposes of paragraph (a) of this Article.

13. Termination for Default or Delay.

(a) If Contractor is in default under any provision of this Agreement, or fails to prosecute the Work or any separable part thereof in accordance with the provisions of this Agreement, Company may give Contractor written notice thereof. If within ten (10) working days after receipt of such notice Contractor does not commence and diligently proceed to remedy same and inform Company in writing thereof with particularity, Company may, in addition to any and all other rights and remedies it has by law or under this Agreement, terminate Contractor's right to proceed with the entire Work or the part of the Work as to which such default has occurred.

(b) In case of such termination, Company shall pay Contractor all unpaid compensation for Work completed as of the date of termination less such amount, if any, as Company may in good faith claim is due Company as a result of such default or delay. The amount of damages sustained by Company shall be mutually agreed upon by the parties, or failing such agreement, as determined by the courts. The monies owing upon such agreement or determination shall be paid promptly.

(c) If the Work or any part thereof is so terminated by Company, Company shall have the right to take possession of the terminated Work and all equipment and materials produced or acquired prior to termination (except equipment and/or facilities owned by Contractor) and used in connection with the performance of the Work. Contractor shall promptly deliver to Company, without charge, any and all drawings, plans, specifications, bills of material, purchase orders, requisitions and other documents which Contractor may have prepared in connection with the terminated Work. Contractor shall execute and deliver to Company, upon request, such documents (in form acceptable to Company) as may be necessary to fully vest in Company rights and title, including the rights and benefits of Contractor under such existing commitments with vendors, subcontractors, lessors and others as Company may wish to assume. Contractor shall remove all its construction equipment and tools used in connection with the terminated Work from the Facility, except equipment and tools of Contractor that Company notifies Contractor in writing it intends to use to complete the terminated Work. If Company does elect to use all or any of said equipment and tools, company shall pay Contractor the same rental rates previously agreed to for the equipment and tools.

14. Discretionary Termination. Notwithstanding anything else herein contained, Company may at any time for any reason in its sole and absolute discretion (including by way of example but not limitation, Company's decision to have others perform the Work on terms and conditions, including compensation, more favorable to Company than those contained in this Agreement) terminate the Work in whole or in part upon written notice to Contractor. Upon such termination:

(a) Contractor shall, unless the notice requires otherwise:

(i) immediately discontinue the Work on the date and to the extent specified in the notice,

(ii) place no further orders or subcontracts for equipment, materials, or services other than as Company may direct,

(iii) promptly terminate or take such other action as may be directed by Company with respect to all orders and subcontracts to the extent they relate to the performance of the terminated work,

(iv) assign, in the manner and to the extent directed by Company, all right, title, and interest of Contractor under any order and subcontract with respect to the terminated Work,

(v) deliver to Company upon request any and all drawings, plans and specifications, bills of material, purchase orders, requisitions and other documents prepared in connection with the terminated Work,

(vi) assist Company as requested in the preservation and protection of the terminated Work, and

(vii) transfer title and deliver to Company and assist in the sale or other disposition of any equipment, materials, supplies, and tools produced or acquired in connection with the performance of the terminated work.

(b) Company, within a reasonable period of time, shall pay to Contractor, without duplication of an item, the following:

(i) compensation not previously paid to Contractor for that part of the terminated Work that was completed,

(ii) amounts paid, with the prior consent of Company, due to the cancellation of orders and subcontracts, and

(iii) the Reimbursable Costs, described in Exhibit "B", incurred by Contractor in fulfilling its obligations under paragraph (a) of this Article.

Upon such termination, Company shall assume and become liable for all obligations and commitments that Contractor may have theretofore in good faith undertaken in connection with the terminated Work and which, but for the termination thereof, would have been Reimbursable Costs hereunder. In no event shall Contractor be entitled to any fee not earned, to prospective profits, overhead, and general expenses, or to administrative expenses or damages (consequential or otherwise) because of such early termination of the Work or any part thereof.

15. Suspension. Company may suspend all or any portion of the Work upon written notice to Contractor. Upon receipt of such notice Contractor shall use the equipment, materials, and labor committed to the suspended Work on that portion, if any, of the Work not suspended as directed by Company. Contractor will, to the extent specified in Company's notice, discontinue the suspended Work, place no further orders or subcontracts, and use its best efforts to obtain suspension terms satisfactory to Company on all orders, subcontracts, and rental agreements relating to the suspended Work. During the period of suspension, Contractor shall minimize Reimbursable Costs associated with the suspension, and if Company so requests and Contractor is reasonably able to do so, the personnel and equipment placed on standby will be used by Contractor for work on Contractor's other projects or contracts. In the event of suspension, Contractor will be reimbursed the Reimbursable Costs, described in Exhibit "B", reasonably incurred

that directly result from such suspension. Contractor shall promptly resume the suspended Work upon written notification to proceed by Company and the compensation and time within which to complete the Work will be evaluated and adjusted, as necessary, because of such suspension.

16. Noncompliance by Company. Contractor shall promptly notify Company in writing of any failure by Company to comply with the terms and conditions of this Agreement which Contractor believes has affected or will affect the

(a) compensation to be paid Contractor hereunder,

(b) performance of the Work hereunder by Contractor,

(c) amount of Reimbursable Costs, or

(d) time within which the Work is to be completed.

Contractor shall be paid all Reimbursable Costs incurred by it because of a failure of Company to comply with the terms and conditions of this Agreement after receipt of such notice and the time within which to complete the Work will be adjusted, as necessary, because of such failure.

17. Limitation of Areas Occupied for Work. Contractor shall take all steps necessary to insure that its employees, the employees of its subcontractors, and others at the Jobsite at Contractor's request confine their presence to those areas designated by Company, including areas of access to and egress from the Jobsite.

18. Other Contractors. Company reserves the right to enter into contracts with other contractors for work to be performed contemporaneously with the performance of the Work hereunder, whether or not such other work is related to the Work. Contractor agrees to fully cooperate with such other contractors, if any, in properly coordinating its work with theirs. The decision of

Company with respect to all matters of coordination shall be final and binding upon Contractor.

19. Liens. Contractor shall promptly discharge all liens which may be filed in connection with the Work or otherwise post bond in connection therewith satisfactory in amount and form to Company, and Contractor shall hold Company free and harmless therefrom. Prior to the payment of any compensation to Contractor, and as a condition thereto, Contractor shall, upon request, furnish to Company written releases and waivers of all rights to claim or file liens on that portion of the Work for which payment is to be made or has been previously made, satisfactory in form to Company, executed by Contractor and any other party furnishing equipment, materials, or labor; or Contractor may elect to furnish, in lieu of such lien waivers, a bond, satisfactory in form to Company, in the amount of all outstanding and unpaid invoices and claims.

20. Independent Contractor. Contractor is and shall be an independent contractor with respect to the Work to be performed hereunder. Contractor shall be responsible for the detailed manner and method of performing the Work and the direction of all persons engaged in or on the Work, Company being interested only in the results obtained. Neither Contractor, any subcontractor, nor the employees of either shall be deemed to be the employees or agents of Company for any purpose whatsoever.

21. Subcontracts. Contractor shall not, without the prior written approval of Company

(a) subcontract any portion of the Work,

(b) amend any Company approved subcontract, or

(c) enter into a subcontract on terms and conditions less favorable to Company than those contained in Contractor's standard subcontract form attached hereto as Exhibit "D".

The subcontracting of any portion of the Work, the approval by Company of the subcontract, or any payment by Company to Contractor on account of such subcontract, shall in no way relieve Contractor of the complete responsibility for the Work be performed in accordance with the provisions of this Agreement.

The word "subcontractor" as used herein shall include any person or entity engaged by Contractor to perform a part of the Work, provided, however, that a manufacturer, vendor or supplier of equipment or materials is not a subcontractor regardless of the cost, size or importance of the equipment or material supplied, and regardless of whether or not it, its employees or agents shall assist or advise Contractor in connection with the installation or erection of such equipment or material at the Jobsite. If, however, Contractor shall employ any such manufacturer, vendor or supplier to install or erect such equipment or material and to assume the responsibility for such installation or erection, such manufacturer, vendor or supplier shall:

(a) be designated by Contractor as a subcontractor for the purpose of installation and erection of such equipment or material and be approved in accordance with the provisions contained in Article 3, Best Possible Cost Basis, and

(b) be given a subcontract in addition to any applicable purchase order for such equipment or material.

22. <u>Statutes, Rules, Regulations and Codes; Safety; Search and Drug Testing.</u>

(a) Contractor, its subcontractors and the employees of each of them shall at all times comply with all applicable statues (including, but not limited to, the Occupational Safety and Health Act of 1970 as amended), ordinances, rules, regulations, codes and orders of the United States, any state, any executive or administrative agency thereof, and any other

governing body having jurisdiction over the Work, and, while at the Jobsite, with the safety rules and regulation of Company as set forth in Exhibit "E" (as such rules and regulations may be amended from time to time). All Work and construction standards, methods and practices shall also comply therewith.

(b) Contractor shall conduct a substance abuse testing program with respect to its employees assigned to work at the Jobsite on a full-time basis (or part-time basis over an extended period) for drugs and alcohol; shall similarly bind its subcontractor's to conduct such testing; and shall adhere to the terms and conditions as set forth in Exhibit "F". Company shall also have the right to search all persons, personal property, and vehicles while on Company's premises for illegal drugs, drug paraphernalia, alcohol, and weapons. Company may also test the employees of Contractor and its subcontractors while on Company's premises for the presence of drugs or drug metabolites, all pursuant to Exhibit "F".

(c) Contractor shall promptly notify Company of any fire, accident, theft, or property damage.

23. Loss of or Damage to the Work. If any loss of or damage to the Work, or to the equipment or materials to be incorporated therein, is sustained prior to Acceptance of the Work by Company, Contractor shall, at its cost, promptly proceed to repair or replace such damage or loss as may be directed by Company. Loss of or damage to equipment, tools and materials furnished by Contractor or its subcontractors for use in the performance of the Work shall be borne by Contractor or its subcontractors, as the case may be, except when such loss or damage is caused by sole negligence of Company, in which event Company shall be liable for such loss or damage that is not covered by the

insurance carried or to be carried and maintained by Contractor on such equipment, tools and materials.

24. Contractor, Subcontractors, and Vendors Information. Contractor and its subcontractor and vendors shall furnish Company such information concerning the status and conduct of their portion of the Work as Company may reasonably request. In addition, Company shall be furnished a copy of all correspondence, memos, telecon notes and meeting notes ("Correspondence") between Contractor and its subcontractors, vendors and Company. By way of example, but not limitation, Contractor shall send Company copies of all Correspondence relating to:

(a) suspected deficiencies in equipment, materials, or supplies provided by vendors or in Work performed by Contractor or subcontractors,

(b) disputes between Contractor, vendors, or subcontractors,

(c) inspections, schedules, costs and deliveries, and

(d) technical discussions and meetings between Contractor and Company personnel.

25. Site Conditions Affecting the Work. Contractor acknowledges that prior to the execution of this Agreement it has made any and all examinations and tests that it deems necessary to determine the difficulties and hazards incident to the performance of the Work, whether arising from the location of the Work, other work being or to be performed by others at the Jobsite, conditions of the Jobsite or otherwise, and has determined to its satisfaction the nature and extent of all such difficulties and hazards.

26. Contractor Licensed. Contractor represents that it has obtained or will obtain all licenses and permits required by applicable federal, state, county , municipal, and local laws, regulations, and ordinances for it and its employees to undertake

and perform the Work. Contractor further represents that is fully experienced and properly qualified to perform the class of work covered hereunder and that it is properly equipped, organized, and financed to perform and complete such Work expeditiously.

27. Housekeeping. Contractor shall at all times maintain good housekeeping at the Jobsite and upon Acceptance of the Work by Company, or earlier if requested by Company, Contractor shall remove all debris and waste material and leave the Jobsite in a neat and clean condition, all to the satisfaction of Company. Contractor shall, as directed by Company, restore all areas used by it in the performance of the Work to their condition prior to the commencement of the Work.

28. Schedules and Reports. Contractor shall provide such written schedules and reports on the status and other aspects of the Work as may from time to time be directed by Company. Following the start of the Work and monthly thereafter, a Master Project Schedule and Status Report shall be submitted discussing (a) forecasted manhours required for the Work, and (b) overall progress of the Work, worker productivity, problems encountered and actions taken.

Upon mobilization, a daily report shall be provided describing briefly Work performed, problems encountered, Contractor and subcontractor manpower at the Jobsite, and Contractor-supplied and rental equipment at the Jobsite. In addition, a weekly Construction Manpower Schedule shall be submitted showing the forecasted manpower for construction.

Additional reports or more frequent reports may be mutually agreed upon as the Work proceeds.

29. Inventions and Improvements; Patents. All inventions, improvements and discoveries made, conceived, or first reduced to practice in connection with the Work shall be the property of

Company. Contractor shall promptly inform Company of all inventions, improvements, and discoveries and shall cause assignments to be executed for the benefit of Company to accomplish the purposes of this Article. Contractor will, at Company's expense, take whatever steps are requested by Company toward securing patent protection and will assign all right, title, and interest in any such patents and patent applications to Company.

30. Proprietary Information of Contractor and of Third Parties. Contractor hereby grants or shall cause to be granted to Company, a perpetual, royalty-free, worldwide, transferable, non-exclusive, irrevocable license under any and all existing inventions or proprietary information which is furnished by Contractor now and hereafter to Company pursuant to this Agreement. Company shall have the right to use and let others use such inventions or proprietary information to repair, or sell any equipment or apparatus in which any such information or inventions are incorporated.

In the event Company uses any such license, invention, or information for purposes other than in connection with the Work, Company shall hold Contractor harmless and shall indemnify Contractor for all liability and expenses incurred by it as a result of such use.

Contractor shall not reveal to Company any proprietary information, confidential information, or trade secrets belonging to any other person, firm, or corporation except that which Contractor has the right to disclose and to grant Company the right to use as provided for in this Agreement. It is not the Company's intent under this Agreement to secure Contractor's methods or computer programs used in performing the Work.

31. Photographs of Work and Publicity. No photograph of the Work or of the Jobsite shall be taken or used nor shall

Contractor, its subcontractors, vendors, or suppliers publicize the fact it is performing Work for Company without the prior written approval of Company. All negatives and prints of any photograph taken pursuant to Company's permission shall be the property of Company and shall be delivered to it upon request.

32. Rights in Data. Any legends thereon notwithstanding, all drawings, designs, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, memoranda of every description relating to the Work, or any part thereof, prepared in connection with the Work or furnished to Company hereunder ("Data"), shall be the property of Company. Company shall have the right to duplicate, use, and disclose the Data in any manner when and where it may determine without any claim on the part of the party furnishing the Data for additional compensation. In addition, Contractor agrees that all such Data are works made for hire, or, if they do not so qualify, Contractor agrees to assign and hereby assigns to Company the sole ownership of any copyright in all works created pursuant to this Agreement. Any use of the Data by Company other than in connection with the Work without specific authorization by Contractor will be at Company's sole risk.

33. Force Majeure. In the event of any delay on the part of Company or Contractor beyond its control and without its fault or negligence in the fulfillment or performance of any of its obligations, covenants, or agreements hereunder (other that obligation of Company to make payments to Contractor as provided herein) by reason of any law, order, rule, regulation or act of governmental authority, labor dispute, fire, flood, earthquake, accident, explosion, war, civil commotion, or any other cause, whether of the same or a different nature, then it shall not be liable for damages to the other for such delay and the time fixed

for the fulfillment or performance by it of any such obligation, covenant or agreement shall be extended by a period equal to the period any such cause and the effects thereof persist. Contractor and Company shall promptly notify the other of any such delay, the reasons therefor, and shall, as soon as possible thereafter, formally request an extension of time pursuant hereto. No delay of Contractor by reason of a delay by a subcontractor, vendor or supplier of Contractor shall be excusable unless such delay arises out of a cause beyond the control and without the fault or negligence of such subcontractor, vendor or supplier. Each shall exercise due diligence in undertaking to remedy and overcome the cause of the delay, but neither party shall be required, except in its sole discretion, to agree to any demand of labor to prevent or settle any strike or labor dispute.

34. Company's Representative. Company shall designate to Contractor in writing a representative ("Company's Representative") who shall have the authority specified in such designation to consent, approve and otherwise act in the name of and on behalf of Company under this Agreement. Until further notice to Contractor, J. D. White is hereby designated as such Representative. No consent, approval or other act of Company or Company's Representative shall relieve Contractor of its responsibility for mistakes, errors or deficiencies in the Work, for departure from the requirements hereof, or from any of its obligations, unless such are specifically called to the attention of Company's Representative in writing and the approval therefor is given to Contractor in a writing expressly citing this Article of the Agreement.

35. Contractor's Representative and Key Personnel. Contractor shall appoint a representative ("Project Superintendent"), satisfactory to Company, who shall be authorized

to organize and direct the Work as well as consent, approve, and otherwise act in the name or and on behalf of Contractor under this Agreement. During the course of the Work, Contractor's Project Superintendent shall not be changed by Contractor unless:

(a) Company requests such a change,

(b) Company approves Contractor's request for a change, such approval not to be unreasonable withheld,

(c) Contractor finds such an employee to be unsatisfactory and dismisses him, or

(d) such person ceases to be in Contractor's employ.

Key project personnel shall be the employees listed below who are assigned to the Work, and their replacements, if any, assigned to the Work subsequent to the date hereof; no substitution therein shall be made without the approval of Company, which approval shall not be unreasonably withheld. Each substitute employee shall have substantially equal abilities and qualifications:

Project Superintendent Mr. Paul Smith

Supervisor Mr. Thomas E. McGuire

36. Appearances. Employees of Contractor and its subcontractors shall, upon Company's written request, be made available to appear as witnesses in judicial, arbitration or administrative hearings or proceedings between Company and third parties, to testify as to the performance of the Work. All reasonable expenses incurred by Contractor in making such personnel available shall be reimbursed by Company, such requests to be processed as a Work Change. However, this Article does not cover the case in which Contractor's employees appear as hostile witnesses against Company in proceedings between Company and Contractor, or between Company and Contractor's subcontractors.

37. Continuance of Work. If any dispute shall arise under this Agreement, Contractor shall nevertheless continue to prosecute

the Work pending a determination thereof by the courts or by mutual agreement of Company and Contractor unless requested by Company to suspend or terminate the Work or any portion thereof.

38. Title. Title to all Work completed or in the course of completion shall be in Company. All equipment, materials, and supplies to be incorporated into the Work or purchased for use in the performance of the Work shall be purchased in Company name; title thereto shall pass to Company as provided in the purchase order therefor. Notwithstanding title being in Company, the care, custody, and protection of the Work and such equipment, materials, and supplies, shall be with Contractor. Further, Contractor shall be responsible for and bear the risk of any loss or damage thereto until Acceptance of the Work or portion thereof by Company.

39. Utilities, Equipment, and Materials Provided by Company. Company shall furnish utilities, equipment and materials at the Jobsite as specified in Table "A-1" for use by Contractor and its subcontractors during the Work, but shall not be liable for any outage or interruption.

40. Removal of Employees. Company shall have the right to require Contractor to remove from the Work any of its employees or any employees of its subcontractors who:

(a) fail to comply with the confidential information and safety provisions of this Agreement,

(b) are reasonably deemed in Company's judgment not to be suitable for the job assigned, or

(c) are guilty of improper conduct.

41. Noninterference with Operations. Contractor shall perform the Work in such manner as not to interfere with other activities of Company at the Jobsite, and Contractor shall take all reasonable actions necessary or requested by Company to effect the purposes of this Article.

42. Conflict of Interest. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Company's best interests. This obligation shall apply to the activities of Company, its employees and their families, of Contractor, vendors, subcontractors, and third parties, arising under this Agreement, and to the Work performed hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other considerations, for the purpose of influencing individuals, contrary to Company's best interests.

43. Nonassignment. Contractor shall not assign this Agreement in whole or in part, or any monies due or to become due hereunder, without Company's prior written consent and any such assignment without such prior consent shall be void.

44. Nonwaiver No course of dealing between the parties hereto nor any failure by either party at any time, or from time to time, to enforce any of the terms and conditions of this Agreement shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the parties at any time to avail themselves of such remedies they may have for any breach of such term or condition.

45. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

46. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement or in connection therewith, shall be given to or made upon the respective parties as follows:

If to Company:

Kerr-McGee Chemical Corporation
P.O. Box 25861
Oklahoma City, OK 73125
Attention: George D. Christiansen, Fax No. 405-270-3787

With Separate Copy to:
Attention: Richard A. Thompson, Fax No. 405-270-3787

If to Contractor:

Grant Environmental, Inc.
12150 East Briarwood Avenue, Suite 200
Englewood, CO 80112
Attention: Jeff Bradford, Fax No. (303) 799-6993

Any notice so given shall be effective:

(a) when personally delivered,

(b) if transmitted by fax to the number specified in this Article and the appropriate answer back or confirmation of receipt is received, or

(c) upon mailing by registered or certified mail (return receipt requested).

The above does not preclude the transmission of routine correspondence, messages, and information between the parties hereto by officials of either party or their representatives.

Either party may, from time to time and by written notice to the other, change its address or designated representative for the receipt of notices.

47. Nondiscrimination Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and will be bound by the terms and conditions contained in the "Supplement to Contracts, Purchase Orders and Other Agreements", a copy of which is attached hereto as Exhibit "G" and that it shall require its subcontractors to be similarly bound.

48. Headings Article headings are for convenience only and are not to be used in interpretation of any provision of this Agreement.

49. Invalidity. In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining Articles shall not in any way be affected or impaired thereby.

50. Entire Agreement; Amendments. This Agreement and the attached exhibits and tables:

(a) set forth the entire agreement and understanding of the parties with respect to the Work,

(b) supersedes and merges all prior discussions and writings between them, and

(c) is not subject to modification or interpretation by any agent of the parties other than by a written amendment hereto duly executed by the parties.

No representations have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

KERR-McGEE CHEMICAL CORPORATION	GRANT ENVIRONMENTAL, INC.
By 7/12/96	By 7/9/96
Vice President	Jeff D. Bradford General Manager

EXHIBIT "A"

WORK

In accordance with the terms and conditions of the Construction Agreement ("Agreement") between KERR-McGEE CHEMICAL CORPORATION ("Company") and GRANT ENVIRONMENTAL, INC., dated July 16, 1996, Contractor agrees to perform and complete the following work ("Work") for the Company:

1. General Description. Company has recently been ordered by the U.S. EPA ("EPA") to remediate a certain commercial property which the EPA has identified as contaminated with mill tailings of low-level thorium and radium. This property is located in Cook County, Illinois, in the North Pier area of downtown Chicago.

2. Construction. The Work consists of supplying all necessary labor, equipment and supervision to excavate, backfill and reclaim the property to the specific requirements of a written Work Order. The Work Order will be prepared jointly by the Company and the Contractor. The Work will be executed under the general requirements of an Administrative Order of Consent ("Order") and its Statement of Work ("SOW"), or under an Unilateral Administrative Order ("Order") and its Statement of Work, issued by the EPA, and the more detailed requirements of the Scoping and

Planning Documents, Specifications and Standard Operating Procedures issued by the Company and officially made a part of the applicable Order. The Order and its attachments are voluminous and set forth the overall excavation/reclamation actions required of the Company, but contain much more than the Contractor's work requirements for this inquiry.

The Order and its attachments are made a part of this inquiry package by reference and for compliance with EPA directives. The Order and all of its attachments will be available for review at Company offices at the Company Rare Earth Facility ("REF") in West Chicago, Illinois, and at Company headquarters in Oklahoma City, Oklahoma. A complete Order and set of Scoping and Planning Documents will be delivered to the successful contractor upon contract award.

Certain parts of the Scoping and Planning Documents (part of the Order), namely the Company's Removal Action Work Plan ("Work Plan"), Construction Quality Assurance Plan ("CQA Plan") and Specifications, and Health and Safety Plan ("HASP") are included with this inquiry as Exhibit "H", since these documents are directly related to the Contractor's requirements for this proposal.

Actual Work for this Contractor shall be as follows:

(a) Excavation. The Contractor shall

(i) furnish all equipment for demolition, construction and excavation; all offsites hauling of non-contaminated debris materials; all decontamination facilities and decontamination of contaminated equipment; all labor and supervision necessary to perform the excavations and restorations required by the Work Order; and, all temporary drinking water, contaminated water collection and personnel clothing-change and decontamination facilities required at the Site.

(ii) ensure that pavement and soil areas requiring removal are excavated only to the depth and breadth necessary to meet the verification criteria set forth in the Removal Action Work Plan and Specifications,

(iii) prevent the spreading of contaminated soils onto adjacent plant life, structural components, buildings, utilities and public properties.

(iv) control visible dust and contain water runoff at the excavation sites, and

(v) stockpile uncontaminated excavated soils at a designated place on the Site.

(vi) stage empty roll-off containers, furnished by

others, at the loadouts, load contaminated soils and materials directly into these containers, cover and seal them and move them to a designated pickup area where they will be collected and delivered to a local rail terminal by others.

(b) Backfilling. The Contractor shall furnish all equipment, hauling, labor and supervision for the backfilling and compacting of soils as required by the Work Order. Backfill materials may be those soils removed earlier, if suitable for the purpose, and stored at the Site; or, those soils imported from a remote commercial borrow source. All backfill materials will be tested by the Company and verified free of contamination.

(c) Reclamation. The Contractor shall, with its own staff and with other subcontracted professionals, furnish all labor, equipment, tools, hardware and material necessary to reclaim the property to the requirements of the Specifications and the Work Order. This will include general grading and compaction to original contours and conditions (original conditions will be documented on film and video by the Company); furnishing and planting grass seeds, plants or trees; restoring garden areas; or,

replacing paved surfaces, sidewalks, driveways, utilities, and buildings or structural components damaged by the excavation or remediation efforts. (d) Project Controls and Reporting.

The Contractor and Company shall jointly prepare the Work Order for this property. The Work Order shall be the controlling document for removal actions and shall contain all the directions necessary to survey, excavate, verify, backfill and reclaim individual properties. To ensure the expeditious and coordinated execution of the Work Order, the Contractor shall

(i) prepare and update a weekly construction manpower schedule and a monthly overall master completion schedule,

(ii) attend a weekly project status review meeting with the Company to discuss job-site safety, progress of the Work, current and planned work activities and any outstanding issues,

(iii) issue a daily progress report (due 8:00 AM the following day) for each work site and a monthly progress report (due the fifth day of the following month) for all work sites providing planned vs. actual progress, milestones achieved, and a forecast to complete all properties designated to date, and

(iv) maintain the necessary construction staff to successfully achieve the goals set forth in the schedules and the Work Order.

3. Special Instructions. The Work will occur at the specific location known as the Lindsay Light II Site in the North Pier area of downtown Chicago, Illinois. Table "A-1" provides a check list of assigned responsibilities for the Work. Certain services to be provided are further clarified below.

(a) The Contractor shall furnish

(i) a working supervisor, work crew and necessary tools and equipment to support work activities at each of the three sites,

(ii) a superintendent or manager to oversee their work crews, generally plan/schedule and report the progress of the Work and attend to the administrative needs of the Contractor,

(iii) the necessary potable water, rest area and sanitary facilities, and radiation frisking, and decontamination facilities to ensure the health and safety of the workers,

(iv) all required personal protective equipment ("PPE") such as hard hats, safety glasses, safety shoes,

etc. not supplied by the Company, and

(v) a clothing change trailer with lockers for personnel working in the exclusion zone and an office trailer to be used jointly by the Contractor, the Company and the onsite laboratory.

(b) The Company will furnish

(i) office telephones as required and radios for communicating with the field crews and haul trucks,

(ii) all field soil sampling and instruments, excavation radiation screening instruments, and laboratory equipment required for the project,

(iii) a Field Team Leader representing the Company at the Site will oversee, inspect, report and coordinate the Work with the Company and on-site government agencies,

(iv) a Health and Safety Coordinator at the Site to ensure the safety of the workers and the public and general compliance with written safety programs,

(v) Health Physics Technicians at the Site, as required, to oversee decontamination activities and to check and verify that the removal actions meet the criteria set forth in the Order, and

(vi) coveralls, gloves and boot covers as necessary to meet PPE requirements. Company will collect these items at the end of the work day, provide laundry services and return the cleaned clothing to the Contractor. Most excavation activities can be conducted in Level D or Modified Level C PPE with a contingency upgrade to full Level C, if required.

4. Procurement. Except for those items of PPE furnished by the Company, the Contractor shall procure or have its subcontractors procure all materials and consumable supplies necessary for the execution of the Work.

5. Maintenance. Contractor shall perform such property maintenance as would normally be required for that area of a property deemed inaccessible to the owner/tenant due to the removal actions of the Contractor.

EXHIBIT "B"

COMPENSATION

KERR-McGee CHEMICAL CORPORATION ("Company") agrees to pay GRANT ENVIRONMENTAL, INC. ("Contractor") as total compensation for the Work to be performed and completed in accordance with the Construction and Field Services Agreement ("Agreement") between Company and Contractor dated July 16, 1996, the following amounts and in accordance with the following schedule:

1. Reimbursable Costs. Company will reimburse Contractor for the following costs and expenses incurred by Contractor in the proper performance of the Work ("Reimbursable Costs"). Contactor shall not incur Reimbursable Costs hereunder in excess of Five Hundred Thousand Dollars ($500,000) for the Work without the prior written consent of Company. No travel or special computer work shall be undertaken without Company's advance authorization.

A. Reimbursable Labor and Related Costs. Company will reimburse Contractor in accordance with the hourly rates listed in Table "B-1", while directly engaged in the Work. Such rates include amounts for statutory taxes and contributions, worker's compensation insurance, group hospital, life and medical insurance, retirement plans, sick

leave, excused absence, vacation and holiday benefits, bonuses and termination allowances, and all other payroll-associated expenses; for employee personal protective equipment; for Contractor's general overhead costs for its employees not reimbursable under this Paragraph and for reasonable profit. Only employees performing duties consistent with the listed classifications shall be reimbursable.

B. Reimbursable Construction Equipment costs. Company will also reimburse Contractor for rental costs of equipment at the rates set forth in Table "B-1". All rates include an allowance for all applicable taxes and consumables such as fuel, lubricants, filters and the like. During each invoice period, Contractor shall invoice equipment at the units (hourly, daily, weekly or monthly) resulting in the least cost to Company.

C. Reimbursable Materials and Equipment Incorporated into the Work. The actual costs of materials and equipment purchased by Contractor to be incorporated into the Work shall be reimbursed at actual cost, including freight and all applicable taxes, plus three per cent (3%) which is an allowance for Contractor's overhead and profit.

D. Reimbursable Subcontract Costs. Company will

reimburse Contractor for actual costs of all subcontracts, to the extent they have been previously approved by Company in writing, including all applicable taxes plus two per cent (2%) which is an allowance for contractor's overhead and profit.

E. Allowance for Mobilization and Demobilization Costs. Company will pay to Contractor an the amount specified in Table "B-1" as a mobilization allowance to cover costs such as employee training, equipment transportation, establishing temporary facilities, and other preliminary project costs prior to commencement of site specific training activities. Company will also pay to Contractor a Demobilization allowance as set forth in Table "B-1" for those costs associated with removal of equipment and facilities at the completion of the Work. Decontamination of equipment will not be a part of demobilization costs.

2. Work Changes.

A. Work Changes. Should Company request a work change ("Work Change") in the Work under the Agreement, Contractor shall prepare an estimate of the cost thereof for Company's review and approval. A Work Change under the Agreement is one which makes:

(i) a change in the Work as defined in Exhibit"A",

(ii) adds or removes a service to be performed by Contractor, or

(iii) changes the number, size, quantity or materials of construction of items with the Work.

Except when directed by Company's Representative to proceed with change pending receipt of an approved Work Change, any change in the Work undertaken by Contractor without first having obtained such an approved Work Change

shall conclusively be deemed not to be a change in or within the scope of the Work.

B. Approved Work Changes. The following costs shall be considered as if they were approved Work Changes:

(i) the extra Reimbursable Costs incurred by Contractor in fulfilling its obligations under Article 15, Suspension, of the Agreement,

(ii) the Reimbursable Costs that is either proven or mutually agreed upon that Contractor incurred and Company is liable for because of Company's interfering in the Work contrary to the provisions of the Agreement or because of Company's failure to comply with the provisions of the Agreement, all as provided for in

Article 16, Noncompliance by Company, of the Agreement,

(iii) the extra Reimbursable Costs incurred by Contractor during that period Contractor is not liable for damages to Company because of any delay as provided for in Article 33, Force Majeure, of the Agreement. Contractor shall permit Company to verify, through inspection or audit of Contractor's pertinent records, that such increase has occurred, and

(iv) the Reimbursable Costs incurred by Contractor in making its employees and the employees of its subcontractors available to appear as witnesses in judicial, arbitration, or administrative hearings or proceedings between Company and third parties as specified in Article 36, Appearances, of the Agreement.

C. Disapproved Work Changes. Should Company request then later decide not to proceed with a Work Change for which an estimate has been prepared by Contractor, Company shall reimburse Contractor for the actual hours expended preparing the Work Change estimate by using the rate schedule contained in Table "B-1", as applicable.

3. Non-Reimbursable Costs. Notwithstanding anything

contained in the Agreement or in this Exhibit to the contrary, Contractor shall not be reimbursed any of the following costs incurred by it:

A. legal fees, internal or external costs, or disbursements by Contractor in connection with any litigation, suit, or cause of action between Contractor and Company and between Contractor and any third arising out of or in connection with the performance of the Work,

B. claims, damages, losses, judgements, costs, or expenses arising from or due to any liability of Contractor or its subcontractors to third parties,

C. costs or expenses incurred by Contractor arising from or in connection with any failure to perform the Work in accordance with the terms and conditions of the Agreement or in accordance with professional standards, methods, practices, and procedures customarily provided by an experienced and competent professional organization rendering the same or similar services,

D. costs or expenses attributable to the correction, replacement, repair, or otherwise remedying of Warranty Work, except as described in Article 5, Warranties, of the

Agreement,

E. claims, damages, judgements, losses, costs expenses, penalties, and assessments that Contractor is to bear or to indemnify, defend and hold Company, as defined in Article 8,Indemnity, of the Agreement, harmless from and against, and

F. accounting related computer charges.

4. Manner of Payment. Twice each calendar month, on or about the fifth and twentieth days of the month, the Contractor shall submit to the Company's Representative invoices for the Reimbursable Costs incurred by the Contractor in the performance of the Work during the previous periods. These invoices, which shall first be approved by the Company's Representative before admission to the Company, shall be in such form and detail and be substantiated as the Company's Representative may direct. In the event the Company's Representative does not approve an entire invoice, payment shall be made on the approved portion as hereinafter provided, and balance shall be paid upon resolution of the disagreement pursuant to Article 37 of the Agreement.

The approved invoices shall be paid by Company within thirty (30) days of their receipt.

ATTACHMENT 4-A
PURCHASE ORDER FORM

PURCHASE ORDER

IIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: _____

VENDOR:

_____
_____
_____
_____
_____

PHONE:

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION / *INVENTORY CONTROL*

DATE REQUIRED:	FOR ACCOUNTING USE ONLY
DATE ORDERED:	
PURCHASE ORDER NO.:	
PROJECT / TASK NO:	
O/H ACCOUNT NO:	
REQUESTED BY:	
'JTHORIZED APPROVAL:	
JSTIFICATION FOR PURCHASE:	

Rev 3-96

SUBCONTRACT SERVICES AGREEMENT

GRANT ENVIRONMENTAL, INC. (GRANT)
(CONTRACTOR)

Instructions to SUBCONTRACTOR

GRANT Agreement and Job Number must appear on all correspondence and invoices.

GRANT Agreement No_____
Date: _____
Job No.:_____
Page 1 of _____
(Page 2 is Subcontract Terms)

SUBCONTRACTOR

(Street Address and Zip Code)

Mail Invoices To:

Grant Environmental, Inc.
12150 E. Briarwood Avenue, Suite 200
Englewood, Colorado 80112
(303) 790-7400

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1. SCOPE OF WORK:

CONTRACT PRICE:

3. SPECIAL PROVISIONS:

4. DOCUMENTS INCORPORATED:

Acceptance of this Subcontract Services Agreement signifies SUBCONTRACTOR acceptance of the terms above, the provisions on the reverse side of this form, and the documents incorporated by reference in Item 4 above.

SUBCONTRACTOR:_____

_____

Title:_____

CONTRACTOR:Grant Environmental, Inc.

By:_____

Title:_____

Revised November 10, 1995

EXHIBIT "E"

Safety Handbook

Safety First

EXHIBIT "F"

SUBSTANCE ABUSE PROGRAM

The use and possession of illegal drugs and alcohol in the workplace has become a major problem. Company is concerned about the increased hazards caused by individuals under the influence of drugs and alcohol. These individuals risk their own safety as well as the safety of others in the workplace.

Because of this concern, Company requires that Contractor certify in writing that all its employees and the employees of its subcontractors assigned to work at Company's Facility are drug free as determied by urinalysis to include, as a minimum, the following drugs or classes of drugs: marijuana, cocaine, and opiate metabolites, phencyclidine and amphetamines. Employees of Contractor and subcontractors must have passed said drug test within thirty (30) days prior to entering the worksite. Company will not require individual names of employees tested or test results, but will require Contractor to manitain copies of all drug tests for its employees and require the same of its subcontractors. Information concerning drug detection through urinalysis can be obtained through local medical testing laboratories, hospitals and physicians. All new employees of Company must pass a drug detection test as part of the employment process.

In addition to the testing described above and in Article 22 of the Agreement, Contractor employees involved in a reportable or lost-time accident on Company property, or upon reasonable suspicion that Contractor's employee is under the influence of or impaired by drugs or alcohol, may be asked to submit to a blood or urine test. Contractor shall inform its employees that a condition to the employees' entering or working on company property is they may be subject to drug or alcohol detection tests. Refusal to submit a sample or a confirmed positive drug test will cause that person to be barred from access to Company property.

In the event that the local Facility has a different drug testing program, Contractor will comply with the Facility's local program upon notice of the terms of that program.

3.3 FORM 5963

As part of the Lindsay Light II excavation and restoration work, Kerr-McGee requires Form 5963 be completed. Grant/SCIENTECH completed this form as part of the pre-qualification of bidders for this project. A copy of this previously submitted form is include as Attachment 3-A.

3.4 DRUG TESTING PROGRAM

Grant/SCIENTECH is committed to a safe, healthy, and productive work environment for all employees free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision making.

To ensure a safe and productive environment, the company prohibits the use, sale, dispensation, manufacture, distribution or possession of alcohol, drugs, or controlled substances on any company premises or worksites.

Grant/SCIENTECH has an active drug testing program for all employees, including a random screening program. All employees are subject to unannounced drug screening tests. Refusal to submit a test may result in disciplinary action, up to and including termination.

Employees who must use a medically prescribed or over-the-counter drug that may adversely affect their ability to perform work in a safe manner must notify their supervisor or other management official prior to starting work.

SCIENTECH INC.

Company Policy

N°: COMP-POL-HR-D:2
Revision: 1
Effective Date: 10-10-95

Title: SUBSTANCE ABUSE

1.0 OBJECTIVE

This policy and its associated procedure have been developed to promote the health and safety of our employees, to maintain a safe work environment within our facilities and on our customers' job sites, to provide our customers with high quality workmanship, and to promote quality of life in the communities in which we live.

2.0 POLICY

It is SCIENTECH's policy to maintain a drug free work environment for the benefit of its work force, the customers it serves, and the communities in which we live. However, it is the Company's philosophy to approach substance abuse in a constructive manner by providing access to drug and alcohol treatment programs.

The policy and procedure outlined in this text apply to all employees of SCIENTECH. Subcontractors and consultants as well as others on Company premises or at customers' job sites are also subject to the provisions of this policy and associated procedure.

As part of this policy, all employees must comply with the following requirements:

a. All employees must notify their direct supervisor of any prescribed or over-the-counter medications being taken that may affect job performance or behavior in the workplace. SCIENTECH reserves the right to reassign any employee using prescription or over-the-counter medication to other duties for safety reasons.

b. All employees must notify their direct supervisor within five days if convicted of any violation of criminal drug or alcohol statutes, regardless of the location of the violation. A conviction includes a finding of guilt, including a no-contest plea, deferred

Approved by: _____ Date: _____

_____ Date: _____

prosecution, or imposition of a sentence by any judicial body charged with determining violations of federal or state criminal drug or alcohol statutes involving manufacture, distribution, dispensation, use, or possession of any controlled substance or alcohol. These convictions include those related to the operation of a motor vehicle.

SCIENTECH must notify the contracting officer within ten days of the conviction of an employee working on any federal contract and some commercial contracts. Within thirty days, SCIENTECH must impose the sanction specified by policy upon the employee.

As a condition of employment, all employees must comply with this policy and its provisions and will be asked to sign an acknowledgment form to that effect. Should it be determined that SCIENTECH's Substance Abuse Policy has been violated, the employee(s) in question will be subject to any or all corrective or disciplinary actions set forth in this document, up to and including termination as deemed appropriate by SCIENTECH management.

2.1 Confidentiality

If it is determined that a job applicant or a member of the existing work force suffers from substance abuse, information regarding employment status, diagnosis, rehabilitation, prognosis, and treatment will be considered confidential. Information will be shared on a "need-to-know" basis only. Information will not be shared with the balance of the work force nor will it be shared with persons or organizations outside SCIENTECH unless legally subpoenaed or otherwise required by law or government contract.

2.2 Testing

It is SCIENTECH policy to use tests designed to identify substance abuse among its existing workforce in some circumstances, at the discretion of management. If a test is requested or administered by SCIENTECH management, the results of that test, and communications with the employee regarding substance abuse are considered private and confidential. As described in Section 2.1 above, access to such information is limited to those who have a legitimate need to know or as required by law or government contract.

3.0 RESPONSIBILITIES

The President of SCIENTECH is responsible for the content of this policy. Communication of this policy to SCIENTECH's workforce and oversight for

proper implementation of this policy are the responsibility of the Vice President of Administration. Day-to-day implementation of this policy is the responsibility of all SCIENTECH managers.

4.0 REFERENCES AND DEFINITIONS

4.1 References

N/A

4.2 Definitions

Alcohol - A colorless, volatile, and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.

Chain of Custody - Supervised precautions taken to assure that the collection, transportation and analysis of specimens are free from alteration and contamination and that specimens are accurately linked to the person(s) participating in the test process.

Collection/Collection Site - Taking urine and or blood samples from individuals for the purpose of testing for the presence of drugs and alcohol. The site refers to the location or designated area to which the applicant/employee reports for the purpose of providing samples associated with testing.

Company Premises - All facilities of SCIENTECH along with vehicles owned by or leased to the Company used for conducting Company business. For purposes of this policy it also refers to the customer's place of business or job sites where goods and services are being supplied under the supervision of SCIENTECH management.

Customer's Job Site - Any properties owned or leased by a customer or any other properties at which services are being provided by or supervised by SCIENTECH management.

Drug Supplies - Containers used to hold drugs, instruments and devices used to measure dosages, and instruments and devices used to administer drugs.

Illegal Substance - Controlled substances listed in schedules I through V or Section 202 or the Controlled Substances Act (21 U.S.C. 812) and further

defined by regulation 21 CFR 1300.11 through 1300.15 that are not legally obtainable or those that are obtained illegally.

Legal Substances - Include: 1) controlled substances that are prescribed or administered by a licensed physician; 2) over-the-counter drugs purchased legally; and 3) alcoholic beverages.

On-the-Job Accident - Any accident or injury involving an employee on Company property or the customer's job site while performing his or her job responsibilities in conducting business on behalf of the Company.

Possession - The manufacturing, storing, transporting, or retaining of an illegal drug on the employee's person, personal property, or vehicle.

Safety Sensitive - Any position or job responsibility that exposes the employee performing the tasks, other employees, or the public to the potential of death or injury in the event of improper execution of the job.

Signs of Impairment - Reduction of motor/sensory actions, speech or judgment of an individual when compared to his or her regular behavior and normal job performance.

Testing - The administration of drug and alcohol tests at the Company's option in situations where it is believed that any employee's performance, judgment or dexterity is impaired by the use of drugs or alcohol.

Transfer of Controlled Substance - The transportation of illegal drugs including individuals serving as a courier, agent or pick-up point for those buying, selling, trading or sharing drugs.

Under the Influence of Drugs and Alcohol - Condition of individuals who show signs of impairment or whose drug and/or alcohol level as measured through testing devices exceed acceptable limits or whose observable physical and mental performance is atypical due to recent and or continuous consumption of drugs and/or alcohol.

5.0 PROCEDURE

In support of its policy on maintaining a drug free work environment and controlling substance abuse, SCIENTECH has developed administrative procedures to guide management in executing Company policy and to create among the work force an understanding of rights and responsibilities.

5.1 Intra-company Communications

So that this policy and procedure are clearly understood by all employees, a summary of this substance abuse policy and procedure will be permanently displayed on a prominent Company bulletin board in each of the Company's offices, and this policy and procedure will be reviewed with all new employees during their initial orientation and at least annually with current employees.

Managers and supervisors will receive specialized instruction regarding the implementation of this policy and procedure, the identification of abuse symptoms, and working with those identified as having a substance abuse problem.

5.2 Notification of Employee Conviction of Criminal Drug Offense

Within ten days of receiving notification that an employee has been convicted of any violation of criminal drug or alcohol statutes occurring in or outside of the workplace, the Company president, in consultation with the cognizant operations manager and the VP of Administration, shall determine and impose the appropriate sanction according to the Company policy. The VP of Administration shall notify the contracting officer if the employee was working on a federal contract.

> *A conviction includes a finding of guilt, including a no contest plea, or withheld judgment, deferred prosecution, or imposition of a sentence by any judicial body charged with determining violations of federal or state criminal drug or alcohol statutes. A criminal drug or alcohol statute is defined as a statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance or alcohol. These statutes include those involving the operation of a motor vehicle.*

5.3 Identification of Substance Abusers

Identification as a potential substance abuser as defined by any one of the following points will, at the discretion of Company management, subject an employee to any or all corrective or disciplinary actions set forth in this document:

a. if it is confirmed that substance abuse is adversely affecting the employee's job performance when compared to performance standards of the position;

b. if the employee is found in possession of drugs or supplies needed to administer drugs;

c. if the Company has good cause to believe the employee is exhibiting signs of impairment due to drug or alcohol use. Corrective or disciplinary action shall not be ordered solely on the basis of smelling alcohol on an employee's breath unless it is associated with on-the-job aberrant behavior or poor work performance; or

d. if the employee is involved in an on-the-job accident resulting in an injury requiring medical attention to his or herself, or others, or damage to machinery (including vehicles), equipment, supplies, work-in-process or finished goods, where drug or alcohol use cannot be ruled out as a contributing factor.

5.4 Disciplinary Action

a. Any employee suspected of violating Company policy as stated in Section 5.3 is subject to the following actions:

The employee may be removed to a private office for questioning.

The employee's personal effects may be searched for illegal substances according to procedures outlined in Section 5.10 and any illegal substances will be confiscated.

The employee may be escorted to appropriate medical or laboratory facilities for a screening test.

The employee may be suspended without pay pending a complete investigation of the circumstances and pending test results.

b. Any employee found to be in violation of Company policy will be subject to the following corrective or disciplinary action:

Use of a Legal Substance
If it is determined that an employee has used a legal substance to an extent that adversely affects his or her ability to safely and effectively execute his or her job responsibilities, the employee must leave work and will receive a management warning to be

documented in the personnel file. Such time absent from work is to be recorded as time off without pay.

Abuse of a Legal Substance

An employee's second incidence of legal substance abuse that adversely affects his or her ability to safely and effectively execute his or her job responsibilities, shall be recorded in the personnel file. The employee must leave work until subjected to a mandatory evaluation and diagnosis by a medical professional chosen by the Company to determine the presence and severity of any substance dependency. Such time absent from work is to be recorded as time off without pay. If professional evaluation indicates treatment is appropriate, continued employment of the person in question will be conditioned by management on the employee's enrollment and completion of a Company approved treatment program. If the employee refuses evaluation or treatment, the employee may be terminated immediately. A third incidence of legal substance abuse shall result in immediate termination and shall be recorded in the personnel file.

Sale or Transfer of Illegal Substance

If it is determined that the employee is involved with the sale or transfer of illegal substances on or off Company property, he or she will be terminated immediately. If illegal substances are confiscated from the employee, appropriate authorities will be notified.

Illegal Substance Possession or Use

If illegal substances are found on the person or among his or her personal effects at the workplace or if tests indicate the presence of illegal drugs in the individual in question, the employee must leave work until subjected to a mandatory evaluation and diagnosis by a medical professional chosen by the Company to determine the presence and severity of any substance dependency. Such time absent from work is to be recorded as time off without pay. If professional evaluation indicates treatment is appropriate, continued employment of the person in question will be conditioned by management on the employee's enrollment and completion of a Company approved treatment program. If evaluation or treatment is refused, the employee will be terminated immediately. A second incidence

of possession or use of an illegal substance shall result in immediate termination of employment.

Unusual or unique circumstances may be taken into account by management in individual cases.

5.5 Employee Assistance

In keeping with the Company's philosophy of approaching substance abuse in a constructive manner, SCIENTECH provides access to drug and alcohol treatment programs through the medical insurance offered by the Company. Additionally, the Company encourages participation in recognized programs to provide professional assistance to overcome drug and alcohol problems. The cost of treatment services is borne by the individual or their health insurance company.

5.6 Referral

Should it be determined that any employee has a drug or alcohol problem, referral to designated professional services may, in appropriate circumstances, be the first course of action. Acceptance of outside professional services is a condition of employment for those identified as candidates for assistance, as described above. A list of professional services available can be provided by SCIENTECH's HR Department. However, employees are encouraged to voluntarily seek help from professional substance abuse organizations. The Company wholeheartedly supports any individuals seeking help for chemical dependency. Voluntary enrollment will not jeopardize any employee's position and will be handled in a confidential manner. Voluntary enrollment does not exempt an employee from complying with the Company's policy and procedures. Employees may use accrued vacation, sick leave, or time off without pay for treatment time spent away from the office.

5.7 Inspection for Drugs and Alcohol

SCIENTECH reserves the right to inspect the person, personal property and vehicle of all employees, subcontractors, and any other non-employees while on Company premises or at a customer's job site. This right includes but is not necessarily limited to the inspection of clothing, vehicles, tool and lunch boxes, parcels and other containers, purses, briefcases, lockers, work stations, filing cabinets and desks. Anyone subject to a search will be requested to consent, in writing, to the search if such written consent is not on file. If an employee refuses to consent to a search, he or she is subject to immediate action as would be required in Section 5.4.b if illegal substances were found in the search. Inspections other than routine inspection upon entry or exit from

Company facilities or job sites will be conducted by SCIENTECH management personnel. Individuals being inspected will not be touched but may be required to empty the contents of his or her clothing.

Subcontractors and any other non-employees on Company property or at a customer's job site who refuse to be inspected will be informed that inspection procedures are Company policy and the failure to allow inspection will result in their expulsion from the premises and termination of their working relationship with the Company.

5.8 Drug and Alcohol Testing

5.8.1 Conditions for Testing Employees

Current employees, subcontractors, and consultants may be required to undergo a screening test for substance abuse under any of the following conditions:

a. The person's job responsibilities are considered safety sensitive.

b. The person works with sensitive or classified materials requiring the absolute maintenance of confidentiality and use of sound judgment in the protection of Company and client information.

c. Signs of impairment due to drug or alcohol use are exhibited.

d. Drugs or drug supplies are found in a person's possession.

e. Involvement in an on-the-job accident resulting in an injury to his or her self or others, or damage to machinery (including vehicles), equipment, supplies, work-in-process, or finished goods, where drug or alcohol use may have been a contributing factor.

f. Voluntary admission to having a drug or alcohol problem. The examination results will be used to confirm the voluntary information provided and as an aid in determining the appropriate course of action.

g. All employees and non-employees enrolled in or having completed a drug or alcohol rehabilitation program are

subject to periodic testing for up to two years from the date his or her rehabilitation program terminates.

5.8.2 Testing Procedures

a. No drug or alcohol test will be administered to any employee without his or her written consent. In addition to the Company's job application form, applicants will be required to sign a form authorizing testing.

b. Current employees will provide written consent to testing via the form signed indicating their acceptance of this policy.

c. Before the collection of any test samples, the employee will be interviewed to determine what prescription drugs, if any, the individual uses. This information will be relayed to the appropriate testing facility.

d. Any employee refusing to undergo testing will be considered as having been tested with positive results and will be subject to any or all corrective or disciplinary action as would be required by this policy and procedure if illegal substances were found in search.

e. All tests will be administered in accordance with the test manufacturer's instructions by a licensed testing facility. The collection and shipment of samples will follow generally accepted and prudent chain-of-custody procedures to assure the accuracy of results and the proper identity of individuals being tested.

f. All samples confirmed positive for illegal drugs will be frozen and retained for a two year period by the testing facility. In addition samples collected from current employees confirmed positive will be re-examined or the employee will be retested if deemed appropriate. The applicant or employee may, at their own expense, submit to additional testing.

g. The following levels or presence of drug or alcohol within an individual's system will be interpreted as positive test results and the individuals in question will be subject to

any or all corrective or disciplinary actions set forth in this document.

		Initial Test Levels	Confirmation Test Levels
A.	Alcohol	0.04%	0.04% (1)
B.	Marijuana metabolite (2)	100 ng/ml	20 ng/ml
C.	Cocaine metabolite(s) (3)	300 ng/ml	150 ng/ml
D.	Morphine and/or codeine	300 ng/ml	300 ng/ml
E.	Phencyclidine (PCP) (and or metabolites)	25 ng/ml	25 ng/ml
F.	Amphetamine and/or methamphetamine	1,000 ng/ml	500 ng/ml
G.	Oxazepam and/or other benzodiazepine or metabolite 300 ng/ml	300 ng/ml	
H.	Barbiturates (4)	300 ng/ml	200 ng/ml
I.	Methadone and/or metabolite	300 ng/ml	300 ng/ml

(1) percent blood alcohol level
(2) delta-9-tetrahydrocannabinol-9-carboxylic acid
(3) benzoylecgonine, ecgonine methyl ester, and/or ecgonine
(4) amobarbital, butabarbital, butalbital, pentobarbital, and/or secorbarbital.

h. The Substance Abuse Policy will be included in all future contracts with firms or individuals serving as a subcontractor or consultant to SCIENTECH. All subcontractor and consultant personnel will be subject to these testing procedures and responsible for any costs incurred in connection therewith.

6.0 RECORDS

SCIENTECH reserves the right to maintain employee medical records, criminal records, and diagnosis and treatment information and records of any actions taken relative to substance abuse problems. To assure the protection and confidentiality of documents, all records will be maintained by the Corporate HR Department. Information will be shared on a "need-to-know" basis only and when legally subpoenaed or otherwise required by law or government contract.

7.0 ATTACHMENTS

SC-FRM-06-001 (6/95) Acknowledgment and Consent to Substance Abuse Policy.

DRUG AND ALCOHOL POLICY

The use of alcohol and controlled substances (non-prescription drugs) on the job will not be tolerated while employed by ONSITE. It is the policy of ONSITE to screen ALL new environmental applicants for contract positions, all contract personnel in need of an annual physical, and any individual involved in an accident or exposure that requires medical attention, for the use of controlled substances. Any applicant who refuses to submit to a drug/alcohol screening will not be eligible for employment. Any applicant who test positive for illegal drugs will not be employed by ONSITE.

ONSITE may also request contract employees to submit to a drug and/or alcohol test under certain conditions as follows:

- When a reasonable suspicion warrants: Appearance, speech, and odor may by cause for reasonable suspicion
- Random testing may be employed by ONSITE to ensure/enforce it's "Drug Free" policy

If at any time a contract employee, having been employed greater than sixty working days, tests positive for drugs/alcohol while employed, the employee's contract is immediately terminated. If the person wishes to return to work, that person is placed on probationary status for no less than thirty days in which no employment is granted. In order to attain rehire status, the person must seek certified rehabilitative services at his/her own costs and provide documented proof of such to ONSITE. If all the above criteria are met, the person may resubmit to a drug screening. If drug results are positive, he/she is not eligible for rehire.

All substance abuse testing shall be conducted via urinalysis in accordance with NIDA guidelines (10 panel non-NIDA). ONSITE will protect the confidentiality of its contract employees to the maximum extent possible by ONLY releasing required information to authorized personnel on a strict need-to-know basis. Drug screenings conducted for ONSITE are valid for pre-employment by ONSITE. If an employee would like a copy of his/her drug screen results, they must make the request in writing to Health and Safety in Duluth.

Any employee that stores, sells, or negotiates the sale of illicit drugs and alcohol on ONSITE property, or the property of any ONSITE client, is subject to disciplinary action, including employment termination.

As a contractor or supplier of goods or services ro Kerr-McGee Corporation as herein defined, please complete and return this form. This will eliminate the necessity of incorporating the applicable provisions in ch new purchase order or contract.
HANK YOU.

PLEASE SIGN AND RETURN TO --

KERR-McGEE
CORPORATION
ATTN: Director of Purchasing
P. O. Box 25861
Oklahoma City, OK 73125

KERR-McGEE CORPORATION
AND SUBSIDIARY COMPANIES

SUPPLEMENT TO CONTRACTS, PURCHASE ORDERS AND OTHER AGREEMENTS

The undersigned Contractor agrees that as to all current contracts, purchase orders and other agreements, ("Contracts") as defined below, heretofore issued or entered into by Kerr-McGee Corporation ("Kerr-McGee") as purchaser of materials, supplies, services or an interest in real or personal property from the Contractor, and as to each such Contract which may hereafter be issued or entered into by Kerr-McGee in favor of the Contractor at any time within one (1) year following the date of this Supplement, the Contractor agrees to the applicable sections of A through H as shown below and agrees that without further reference thereto the provisions are and shall be automatically a part of and supplement to each such past and future contract and be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated therein in extenso.

For purposes of this Supplement, the term "Kerr-McGee" shall mean Kerr-McGee Corporation, a Delaware corporation, and its subsidiaries, and the words "contract" and "purchase order" shall mean any agreement or arrangement between Kerr-McGee and the Contractor for the furnishing of materials, supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between Kerr-McGee and the United States of America or under which any portion of Kerr-McGee's obligation under any one or more such contracts is performed, undertaken, or assumed.

If the amount of these contracts exceeds the listed limits, the designated sections apply:

Over $500,000	All sections
50,000	All sections except G(1)
10,000	All sections except C and G(1)
5,000	A, D, E, F, and H
2,500	A, D, F and H

A. EQUAL EMPLOYMENT OPPORTUNITY [41 C.F.R. §60-1.4(a)]

Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246, as amended, and referred to hereafter as the "Equal Opportunity Clause":

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246, of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any Executive Orders or regulations regarding nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state wherein it has establishments of the name and location of each such establishment in the state, as long as the Contractor is contractually bound to these provisions and has so advised the state system there is no need to advise the state system of subsequent contracts. The Contractor may advise the state system when it is no longer bound by this contract clause.

(5) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(6) The provisions of ¶ (2), (3) and (4) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings which are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(c) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(d) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(e) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans' Administration for disability rated at 30 per centum or more, for a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(f) "Veteran of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed between August 5, 1964 and May 7, 1975, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

(8) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(9) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations relevant orders of the Secretary of Labor issued pursuant to the Act.

(10) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(11) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(12) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of such direction by the Contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. NONSEGREGATED FACILITIES [41 C.F.R. §1-12.803-10(d)(1)]

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise: Contractor's policies and practices must assure appropriate physical facilities to both sexes. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, exceeding $10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES, A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually.)"

C. FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM

[41 C.F.R. §60-1.7; 42 U.S.C. §2000e(b); 41 C.F.R. §1-12.804-1(a); 41 C.F.R. §60-1.40; 41 C.F.R. §60-741.5]

Contractor further agrees and certifies that

(1) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO)-1) with the Joint Reporting Committee, at the appropriate address per the current instructions, within thirty (30) days of the date of contract award, unless such report has been filed within the twelve (12) months' period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

(2) If the value of any Contract is $50,000 or more and the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. §60-1.40; 41 C.F.R. 1-12.810, 41 C.F.R. §60-250.5 and 41 C.F.R. §60-741.5.

D. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA [41 C.F.R. §60-250]

Contractor further agrees and certifies that it will comply with the following:

(1) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(2) All suitable employment openings of the Contractor, which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, that if the contract is for less than $10,000 or if it is with a state or local government, the reports set forth in paragraphs (3) and (4) of this clause are not required.

or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

E. MINORITY BUSINESS ENTERPRISES [41 C.F.R. 1-1.1310-2; EO #11625]

The Contractor certifies that in all procurement contracts which may exceed $5,000 except (1) contracts which are to be performed entirely outside the United States, its possessions and Puerto Rico and (2) contracts for services which are personal in nature the following clauses shall be included.

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(2) The Contractor agrees to use it best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this Contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

In all procurement Contracts containing above clauses (1) and (2) which may exceed $500,000 and which offer substantial subcontracting possibilities, the following clauses shall be included:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(1) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--

(a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.

(b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(2) The contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (2), and to notify the Contracting Officer of the names of such subcontractors.

F. EMPLOYMENT OF THE HANDICAPPED [41 C.F. R. §60-741.4]

(1) On all Contracts which exceed $2,500, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicant and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) As used in this clause:

"Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment. A handicapped individual is "substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

G. SMALL BUSINESS UTILIZATION [32 C.F.R. 7-104.14 and 41 C.F.R. 1-1.710-3]

Contractor further agrees that if the amount of the Contract exceeds $10,000, it will be bound by the provision set forth in subparagraph (G)(1) below: and that if the amount of the Contract exceeds $500,000, and contains the clause set forth in subparagraph (G)(1) below, it will be bound by the provisions set forth in subparagraph (G)(2) below. (Excepted from the foregoing are Contracts (i) to be performed entirely outside the Untied States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, or (ii) for personal services.)

(1) Utilization of Small Business Concerns

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(2) Small Business Subcontracting Program

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this Contract. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the "Utilization of Small Business Concerns" clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

(2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.

(3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding $10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business concerns were solicited.

(C) The reason for non-solicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the individual Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered

to be management records only and need not be submitted routinely to the Government, however, records maintained pursuant to this clause will be kept available for review.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of $10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business Administration (SBA) timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(6) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.

(7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.

(8) Submit DD Form 1140-1 each quarter in accordance with instructions provided on the form, except that where the Contractor elects to report on a corporate rather than a plant basis, he may submit his reports to the department having the responsibility for the Small Business Subcontracting Program at the corporate headquarters. The reporting requirements of this subparagraph (8) do not apply to Small Business Contractors, Small Business Subcontractors, or educational and nonprofit institutions.

(b) "A small business concern" is a concern that meets the pertinent criteria established by the SBA and set forth in paragraph 1-701 of the Armed Services Procurement Regulation.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this Contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of $500,000 and which contains the "Utilization of Small Business Concerns" clause provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors; except that the subcontractor will submit the DD Form 1140-1 reports to the department having the responsibility for reviewing its Small Business Subcontracting Program (A subcontractor may request advice from the nearest military purchasing or contract administration activity as to the department to which he should submit his reports.)

H. SMALL BUSINESS CONCERN OR MINORITY BUSINESS CONCERN INFORMATION

"As a contractor with the Federal Government, Kerr-McGee is required to know which of our suppliers are small business concerns, minority business enterprises or have plants located in labor surplus areas. Accordingly, would you note whether your company is a small business concern or a minority business enterprise as defined in Armed Service Procurement Regulations 1-701.1 or other applicable Federal Procurement Regulations or has plants located in labor surplus areas as listed in the U. S. Department of Labor publication "Area Labor Market Trends". Any questions you may have as to your status concerning the above should be referred to the office of the Small Business Administration servicing your area.

(✓) We are ( ) We are not a Small Business Concern

( ) We are (✓) We are not a Minority Business Enterprise.

(✓) We have no plants located in labor surplus areas

OR

( ) The following plants are located in labor surplus areas:

GRANT ENVIRONMENTAL, INC.

Contractor

ACCEPTED AND AGREED TO

This 9 day of July, 1996

By [signature] 7/9/96

Jeff D. Bradford

Its General Manager

KM-3658-3-J

EXHIBIT "H"

SCOPING AND PLANNING DOCUMENTS

The Contractor shall comply with certain Kerr-McGee Chemical Corporation ("Company") documents prepared as required by the Unilateral Administrative Order ("Order") issued by the U.S. EPA ("EPA") directing the Company to perform the removal actions described in the Order.

The Order applies to the Company and its contractors, and the documents referenced herein set forth the requirements and specifications for the Work directed by the Order under this Agreement.

The Order will be made available to the Contractor prior to mobilization, and the Contractor will receive a complete set of approved Scoping and Planning Documents for its records.

The following draft documents were part of Exhibit "H" in the proposal, and their approved revisions will be included in the complete set of Scoping and Planning Documents to be issued to the Contractor:

1. Removal Action Work Plan ("Work Plan") including Appendix "A" through Appendix "F".

2. Construction Quality Assurance Plan ("CQA Plan") including Specifications as Attachment "A".

3. Health and Safety Plan ("HASP").

TABLE "A-1"

ASSIGNMENT OF RESPONSIBILITIES

Table "A-1" assigns responsibilities for the Work outlined in Exhibit "A" of this Agreement between Grant Environmental ("Contractor") and Kerr-McGee Chemical Corporation ("Company").

Table "A-1" applies to activites at the Lindsay Light II site in downtown Chicago, Illinois, or to any property connecting to the Lindsay Light II site, which the U.S. EPA has identified to the Company as requiring removal actions.

TABLE "A-1"

ASSIGNMENT OF RESPONSIBILITIES

The following assignments of responsibilities apply to all Work associated with the Lindsay Light II Site Removal Action.

Equipment/Material Work or Service	Responsible Party CONTRACTOR	COMPANY
A. Engineering Designs (if required)		
1. Any Civil/Structural/Mechanical/ Electrical for Property Repairs or Modifications	X	
2. Any Utility Repairs/Replacements	X	
3. Any Shoring for Trenches	X	
B. Construction		
1. All excavating, backfilling, hauling of backfill and non-contaminated debris, demolition, modifications, repairs, and any landscaping required for Removal Actions	X	
2. Preparation of Work Orders	X	X
3. Site security (barricades, warning sign, temporary fencing, caution tapes, and any protective covers required	X	
4. Initial site survey to stake work		X
5. Any survey work required to set and control backfill grades and contours	X	
6. Any permit required for the Contractor's portion of the Work	X	X
7. All trash and debris disposal service	X	
C. Procurement and/or Supply of Equipment, Materials, Subcontracts and Services		
1. Equipment and Tools		
a. For excavation (dozers, backhoes, tractors, end loaders, compactors, water pumps, etc.)	X	

Equipment/Material Work or Service	Responsible Party CONTRACTOR COMPANY	
b. For transportation (pickup trucks, vans, clean soil haul trucks, water trailers, etc.)	X	
c. For manual work (shovels, rakes, hammers, sledges, saws, etc.)	X	
d. For steam cleaning, contaminated water collection, dust control spray distribution and high-pressure water cleaning	X	
e. For decontaminating Jobsite excavation equipment and tools	X	
2. Materials		
a. For modifications or repairs to owners' properties	X	
b. For replacement of plants, trees, grasses, fences, walls, sidewalks, driveways and pavement	X	
c. For repair and replacement of any private or public utility	X	
d. For repair and replacement of public streets or walkways	X	
e. For backfill soils	X	
3. Subcontracts		
a. Landscaping	X	
b. Craft labor as required	X	
c. Procurement of backfill soils	X	
d. Jobsite Field Team Leaders, Health & Safety Coordinators, Health Physics Techs and Quality Inspector		X
e. Laboratory Services, and Jobsite radiation surveys and testing		X
f. Equipment fuel and maintenance	X	
g. Supply of traffic control devices (signs, barricades, beacons, etc.)	X	
h. Engineering or Land Surveying	X	
i. Hauling contaminated soil/debris		X

Equipment/Material Work or Service	Responsible Party	CONTRACTOR COMPANY
4. Health, Safety and Training		
a. All PPE safety equipment required for Level C work except that furnished by the Company	X	
b. PPE coveralls, gloves, and boot covers suitable for Levels D or C		X
c. Laundry services for Item b.		X
d. HAZWOPPER training for initial workers and supervisors	X	
e. Basic first aid and CPR for Contractor's Jobsite Supervisors	X	
f. Basic first aid and CPR for Company Health Physics Techs		X
g. Jobsite frisking instrument		X
h. Jobsite soil radiation counters and screening instruments		X
i. Instrument calibrations		X
j. Site-specific training for all personnel in hazards, safety, decon, Company Specifications and Procedures, Work Order execution, Owner/Tenant relations and Quality Control measures		X
k. Jobsite sanitary facilities (portable toilets and wash stands with supplies)	X	
D. Miscellaneous		
1. Equipment and labor for conducting initial site survey to determine boundaries of the Work		X
2. Office trailer for the Contractor's Superintendent and the Company's Field Team Leader and laboratory staff	X	
3. Change trailer with lockers for people working in the exclusion zone	X	
4. Telephone service for Contractor's office space		X
5. Sanitary facilities for the Site	X	
6. Progress reporting to the Company	X	

Equipment/Material Work or Service	Responsible Party CONTRACTOR COMPANY	
7. Progress reporting and Notifications to government agencies		X
8. Portable radios for Contractor's Supervisors and truck drivers		X
9. Uncontaminated trash disposal services at Contractor's office facility	X	

TABLE "B-1"

RATE SCHEDULE

Grant Environmental, Inc. has documented on the following pages labor- and equipment-related rates, markup percentages for materials and subcontracts, and allowances for mobilization and demobilization that it wishes to receive for the performance of the Work described in Exhibit "A".

The information submitted in Table "B-1" was of primary consideration in the selection of Grant Environmental, Inc. to perform the Work, and this information includes all job classifications and all equipment for which they wish to be reimbursed. Unless otherwise approved by the Company, only those job classifications and items of equipment submitted with Table "B-1" will be recognized for payment.

NOTE: If Grant elects to subcontract the excavation/restoration work, 2% will be added to the labor rates shown below when invoicing.

see letter

TABLE "B-1"
RATE SCHEDULE

LABOR RELATED RATES

Include all OVERHEAD AND PROFIT ALLOWANCES AND PAYROLL BURDEN associated with each individual. Include costs for CONSUMABLE SUPPLIES, SUCH AS PPE, Etc. NO EMPLOYEE OF CONTRACTOR SHALL BE REIMBURSABLE UNLESS LISTED HERE.

Personnel	Standard Time		1.5 Time		2.0 Time	
Project Manager	$70.00	/HOUR	$70.00	/HOUR	$70.00	/HOUR
Foreman	$43.69	/HOUR	$58.03	/HOUR	$68.79	/HOUR
Operator	$43.69	/HOUR	$58.03	/HOUR	$68.79	/HOUR
Teamster	N/A	/HOUR	N/A	/HOUR	N/A	/HOUR
Laborer	$36.60	/HOUR	$48.10	/HOUR	$56.73	/HOUR
Clerk (see clerical)	N/A	/HOUR	N/A	/HOUR	N/A	/HOUR
Electrician	$62.50	/HOUR	$82.50	/HOUR	$96.88	/HOUR
Carpenter	$39.05	/HOUR	$51.53	/HOUR	$60.90	/HOUR
Pipefitter	$62.50	/HOUR	$82.50	/HOUR	$96.88	/HOUR
Engineer 1	$50.00	/HOUR	$50.00	/HOUR	$50.00	/HOUR
Engineer 2	$60.00	/HOUR	$60.00	/HOUR	$60.00	/HOUR
Engineer 3	$70.00	/HOUR	$70.00	/HOUR	$70.00	/HOUR
Engineer 4	$75.00	/HOUR	$75.00	/HOUR	$75.00	/HOUR
Engineer 5	$85.00	/HOUR	$85.00	/HOUR	$85.00	/HOUR
Engineer 6	$95.00	/HOUR	$95.00	/HOUR	$95.00	/HOUR
Engineer 7	$100.00	/HOUR	$100.00	/HOUR	$100.00	/HOUR
Engineer 8	$110.00	/HOUR	$110.00	/HOUR	$110.00	/HOUR
Engineer 9	$130.00	/HOUR	$130.00	/HOUR	$130.00	/HOUR
Technician 1	$40.00	/HOUR	$60.00	/HOUR	$80.00	/HOUR
Technician 2	$45.00	/HOUR	$67.50	/HOUR	$90.00	/HOUR
Technician 3	$50.00	/HOUR	$75.00	/HOUR	$100.00	/HOUR
Technician 4	$50.00	/HOUR	$75.00	/HOUR	$100.00	/HOUR
Clerical 1	$30.00	/HOUR	$45.00	/HOUR	$60.00	/HOUR
Clerical 2	$30.00	/HOUR	$45.00	/HOUR	$60.00	/HOUR
Clerical 3	$35.00	/HOUR	$67.50	/HOUR	$70.00	/HOUR

MEMORANDUM
GRANT ENVIRONMENTAL, INC.

To: Bernie Bono, Kerr-McGee

From: Jennifer E. Day, Grant Environmental, Inc.

Date: June 4, 1997

Subject: Subcontract Agreements, Purchase Orders for Lindsay Light II Project

---

Please find attached copies of Purchase Orders (PO) and Subcontract Agreements (SSA) for the Lindsay Light II project. I have included insurance certificates where applicable. The table below summarizes the attached information.

Vendor Name	Service Performed	PO or SSA
AAA Rental Co.	ladders	PO
American Waste Group	UST removal	PO
Bridgeport Home Center	lumber supplies	PO
Deerfield Electric Company, Inc.	Electrical removal and restoration	SSA
Electrical Contractors, Inc.	Parking Control System Replacement	SSA
GE Capital Modular Space	Trailer	PO
Greune Coal and Oil Co.	Equipment Fuel	PO
Hinkley & Schmitt, Inc.	water cooler	PO
Illinois Paving Co.	Concrete, asphalt	PO
JLG Trucking	debris removal	PO
Mcasey	fax and copier rental	PO
Moore Landscaping, Inc.	Landscape restoration	PO
National Rent-A-Fence	fence and storage containers	PO
Onsite Environmental Staffing (Duluth)	Personnel	SSA
Rain For Rent	water storage	PO
Service Sanitation	Porta Potty, handwash station	PO
Tennant	Sweeper rental	PO
Testing Service Corp.	Geotechnical testing, land surveying	SSA
Thoesen Tractor & Equipment Co. (Chicago Tractor)	Equipment Rental	PO
Vulcan Materials	Backfill	PO
Waste Management	solid waste dumpters	PO
WLI Industries, Inc.	Barricade, warning lights	PO

Note: Clark and Barlow Hardware and Streeterville Ace Hardware were open accounts set up with credit applications, no PO was issued.

GRANT
ENVIRONMENTAL

November 12, 1996

Mr. Gary Heiferman
AAA Rental Company
3020 West 167th Street
Markham, Illinois 60426

Subject: Equipment Rental Services
Lindsay Light Project,
Chicago, Illinois
Grant Correspondence No. 5055.006

Dear Mr. Heiferman:

This correspondence is to request that AAA Rental provide two (2) eight foot roll-around ladders to Grant Environmental, Inc. (Grant) at our client's project site located at 316 East Illinois Street, in Chicago, Illinois. The ladders are to be delivered to the East Illinois Street address on November 12, 1996.

The Grant Site Supervisor and your contact at the site is Mr. Bill Gowey. Mr. Gowey can be reached by calling (312) 527-5434.

All invoices are to be sent to:

Grant Environmental, Inc.
12150 East Briarwood Avenue, Suite 200
Englewood, Colorado 80112
Attention: Ms. Jennifer Day

Please include the Grant job number 5055, on all correspondence and invoices to Grant.

If you have any questions, please call Tim Redmond or Jennifer Day at Grant at (303) 790-7400.

Sincerely,
GRANT ENVIRONMENTAL, INC.

Timothy P. Redmond
Environmental Specialist

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.002

VENDOR:

American Waste Group
PO Box 306
Maywood, IL 60153

PHONE: 708-681-3999;708-681-5583 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Remove and dispose one UST	See attached	

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 12-4-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 12-4-96	
PURCHASE ORDER NO.: 5055.002	
PROJECT / TASK NO: 5055.002	
O/H ACCOUNT NO:	
REQUESTED BY: Bill Gowey	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

the AMERICAN WASTE GROUP

TANK REMOVAL PROJECT - 318 ILLINOIS STREET, CHICAGO, IL

Attachment Number 1

American Waste Haulers, Inc. proposes to remove and dispose of One (1) underground oil storage tank using the guidelines and procedures as outlined in American Petroleum Institute Publications 2015 (cleaning petroleum storage tanks) and 1604 (removal and disposal of underground petroleum storage tanks).

Removal and disposal to include the following:

Backhoe and Operator
Technician
Service Vehicle
Equipment Delivery & Pick Up
Tank Cleaning
Compressor & Pump
Tank Purging
Tank Disposal
Remove & Plug Piping (outside building)
State and City Permits
Explosion Meters
Backfill (none)

TOTAL: $2,500.00

NOTES:

1. Disposal and laboratory analysis are not included in the above cost.

2. Asphalt or concrete replacement is not included in the above cost, but will be quoted as an additional cost.

3. This work is based upon tanks not encumbered by any: structures as building supports, piping sewer lines, utilities, encased or surrounded by concrete, covered by tar or a high water table. Upon excavation the discovery of any such encumbrance may effect the cost of this proposal.

4. American Wasste Haulers, Inc. will assume no liaiblity for personal or physical damage resulting from excavation being left open.

AMERICAN WASTE INDUSTRIES, INC.

AMERICAN WASTE HAULERS, INC.
AMERICAN RESOURCE RECOVERY, LTD.
AMERICAN WASTE PROCESSING OF MAYWOOD, INC.
AMERICAN EQUIPMENT RENTAL, INC.

P.O. BOX 306, MAYWOOD, ILLINOIS 60153
(708) 681-3939 • (800) 841-8500 • FAX: (708) 681-3583

printed on recycled paper

TANK REMOVAL PROJECT - 318 ILLINOIS STREET, CHICAGO, IL

5. **DISPOSAL COSTS**
Material in Tank

(NON-HAZARDOUS)

A.	Laboratory Analysis	$	200.00
B.	Permit	$	25.00
C.	Transportation, One Trip	$	350.00
D.	Disposal of Drums - Each	$	75.00
E.	Disposal Bulk - Per Gallon	$	0.30

6. We cannot dispose of low level radioactive material.

7. Time and Material Rates

A. Supervisors - $55 per hour
B. Technicians - $35 per hour

318d.qte

printed on recycled paper

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.002

VENDOR:

American Waste Group
PO Box 306
Maywood, IL 60153

PHONE: 708-681-3999;708-681-5583 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Remove and dispose one UST on a	See attached	
			lump sum basis		
			Remove and dispose second UST on		
			a time and materials basis		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 12-4-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 12-4-96	
PURCHASE ORDER NO.: 5055.002	
PROJECT / TASK NO: 5055.002	
O/H ACCOUNT NO:	
REQUESTED BY: Bill Gowey	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

the AMERICAN WASTE GROUP

TANK REMOVAL PROJECT - 318 ILLINOIS STREET, CHICAGO, IL

Attachment Number 1

American Waste Haulers, Inc. proposes to remove and dispose of One (1) underground oil storage tank using the guidelines and procedures as outlined in American Petroleum Institute Publications 2015 (cleaning petroleum storage tanks) and 1604 (removal and disposal of underground petroleum storage tanks).

Removal and disposal to include the following:

Backhoe and Operator
Technician
Service Vehicle
Equipment Delivery & Pick Up
Tank Cleaning
Compressor & Pump
Tank Purging
Tank Disposal
Remove & Plug Piping (outside building)
State and City Permits
Explosion Meters
Backfill (none)

TOTAL: $2,500.00

NOTES:

1. Disposal and laboratory analysis are not included in the above cost.

2. Asphalt or concrete replacement is not included in the above cost, but will be quoted as an additional cost.

3. This work is based upon tanks not encumbered by any: structures as building supports, piping sewer lines, utilities, encased or surrounded by concrete, covered by tar or a high water table. Upon excavation the discovery of any such encumbrance may effect the cost of this proposal.

4. American Wasste Haulers, Inc. will assume no liaiblity for personal or physical damage resulting from excavation being left open.

AMERICAN WASTE INDUSTRIES, INC.

AMERICAN WASTE HAULERS, INC.
AMERICAN RESOURCE RECOVERY, LTD.
AMERICAN WASTE PROCESSING OF MAYWOOD, INC.
AMERICAN EQUIPMENT RENTAL, INC.

P. O. BOX 306, MAYWOOD, ILLINOIS 60153
(708) 681-3999 • (800) 841-8900 • FAX: (708) 681-5583

printed on recycled paper

TANK REMOVAL PROJECT - 318 ILLINOIS STREET, CHICAGO, IL

5. **DISPOSAL COSTS**
Material in Tank

(NON-HAZARDOUS)

A.	Laboratory Analysis	$	200.00
B.	Permit	$	25.00
C.	Transportation, One Trip	$	350.00
D.	Disposal of Drums - Each	$	75.00
E.	Disposal Bulk - Per Gallon	$	0.30

6. We cannot dispose of low level radioactive material.

7. Time and Material Rates

A. Supervisors - $55 per hour
B. Technicians - $35 per hour

318J.qte

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PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

Bridgeport Home Center
824 W. 36th Street
Chicago. IL 60609

PHONE: 773-247-2292, 773-247-9838 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Lumber supplies for Lindsay Light II		
			Site location is Grand and Columbus		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION

DATE REQUIRED: 10-29-96	
DATE ORDERED: 10-29-96	
PURCHASE ORDER NO.: 5055	
PROJECT / TASK NO: 5055.002	
O/H ACCOUNT NO:	
REQUESTED BY: Bill Gowey	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	
Sidewalk diversion	

INVENTORY CONTROL

FOR ACCOUNTING USE ONLY

Rev 3-96

OCT 2 2 1996

SUBCONTRACT SERVICES AGREEMENT

GRANT ENVIRONMENTAL, INC. (GRANT)
(CONTRACTOR)

Instructions to SUBCONTRACTOR

GRANT Agreement and Job Number must appear on all correspondence and invoices.

GRANT Agreement No SG962033
Date: October 9, 1996
Job No.: 5055.001
Page 1 of 2
(Page 2 is Subcontract Terms)

SUBCONTRACTOR

Deerfield Electric Company, Inc.
758 Robert York Avenue
Deerfield, IL 60015
Attn.: Mr. Howard F. Galvani
(847) 945-5400

Mail Invoices To:

Grant Environmental, Inc.
12150 E. Briarwood Avenue, Suite 200
Englewood, Colorado 80112
(303) 790-7400

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1. SCOPE OF WORK:

Labor and materials for the installation of a 100 amp service feed for job trailer located at 316 East Illinois, Chicago.

Remove electrical signs, install GFI outlets for air monitoring as required by Site Superintendent (Grant).

2. CONTRACT PRICE:

Not to exceed price of $3,100.00 of hook-up electrical service to job trailer.

A price (labor) of $69.60/hr. plus materials to conduct other electrical work on site, as requested by Grant.

3. SPECIAL PROVISIONS:

N/A.

4. DOCUMENTS INCORPORATED:

October 2, 1996 Deerfield Electric Company Proposal.

Acceptance of this Subcontract Services Agreement signifies SUBCONTRACTOR acceptance of the terms above, the provisions on the reverse side of this form, and the documents incorporated by reference in Item 4 above.

SUBCONTRACTOR: Deerfield Electric Company
By: Mario F. Galvani
Title: PRESIDENT

CONTRACTOR: Grant Environmental, Inc.
By: Nellie R. Cadman
Title: SENIOR ENGINEER

Revised November 10, 1995

SUBCONTRACT TERMS

COMPENSATION: SUBCONTRACTOR shall be compensated in accordance with the specified Contract Price. SUBCONTRACTOR shall submit invoices to GRANT at one month intervals for all compensation earned and expenses incurred during each preceding one month period. Invoices must be accompanied by fully substantiated supporting documents. GRANT shall pay SUBCONTRACTOR for each approved invoice within 15 days after GRANT receives payment therefore from the Owner or other person obligated to make payment to GRANT. Such payment shall be an absolute condition to UBCONTRACTOR'S right to receive payment on its invoices.

AGREEMENT: This SUBCONTRACTOR AGREEMENT, together with all Exhibits incorporated herein by reference, constitutes the entire Agreement between the parties hereto, and there are no terms, conditions or provisions, either oral or written, between the parties hereto other than those herein contained. Amendments, Modifications and Supplements to this Agreement shall be in writing and shall, when acceptable to both parties, be signed by both parties, whereupon they shall become effective.

HOLD HARMLESS: SUBCONTRACTOR shall be fully liable for the acts of its employees and agents whether or not it authorized performance of the acts giving rise to said liability. SUBCONTRACTOR agrees to indemnify and save GRANT, its employees, officers, and directors harmless from all liability for damage to persons or property or contractors, laborers, suppliers, subcontractors, and all other persons, firms, or corporations, arising out of or because of the work covered by this SUBCONTRACTOR AGREEMENT or the special and general provisions and amendments hereto, including, but not limited to any liability for Federal or State withholding taxes, FICA, or FUTA taxes or unemployment compensation taxes, together with any and all attorneys' fees and costs incurred by GRANT on account thereof regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited by any limitation on the amount of type of damages, compensation, or benefits payable by or for the SUBCONTRACTOR under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INSURANCE: Prior to commencing the Work hereunder and continuing until the Work has been completely performed, SUBCONTRACTOR agrees to purchase and maintain upon all of its operations hereunder, in its own name, insurance in the following types and amounts:

A. Statutory Workman's Compensation Insurance including Employers' Liability Insurance with limits of at least $100,000 for any one accident.

B. Comprehensive General Liability, Including Contractual Liability and Explosion, Collapse and Underground, with limits of liability of at least: Bodily Injury: $500,000 per person; $500,000 each occurrence and Property Damage: $100,000 per occurrence.

C. Comprehensive Automobile Liability, including leased and non-owned vehicles with limits of liability of at least: Bodily Injury: $250,000 per person, $500,000 each occurrence; and Property Damage: $250,000 per occurrence.

INDEPENDENT CONTRACTOR: SUBCONTRACTOR is an independent contractor, and the detailed manner and method of performing the Work are under the sole control of SUBCONTRACTOR.

CANCELLATION: GRANT may cancel this SUBCONTRACTOR AGREEMENT at any time and pay the agreed-upon price for the proportionate part of the material, labor, and equipment previously delivered or performed, but SUBCONTRACTOR shall not be liable for any claims for anticipated profits or for incidental or consequential damages.

LIENS: SUBCONTRACTOR will pay and satisfy all claims for labor and material employed or used in or with the Work hereunder and agrees to indemnify and save GRANT harmless from all liens of any kind, and SUBCONTRACTOR will furnish GRANT, at GRANT's request, proof that there are no unsatisfied liens, debts or encumbrances. In the event a lien should attach, GRANT, without prejudice to its rights under this paragraph, shall have the right to take all steps necessary to remove such lien, including payment of the underlying debt.

DATA RIGHTS: All drawings, surveys and data recorded by SUBCONTRACTOR pursuant to the performance of the Work shall be the exclusive property of GRANT and no additional copies shall be made for anyone or retained by SUBCONTRACTOR. All such material shall be delivered to GRANT upon completion of this SUBCONTRACTOR AGREEMENT, or before upon demand by GRANT.

TIME: Time is of the essence, and SUBCONTRACTOR shall diligently pursue the performance of the Work undertaken and complete this Work within the time limits specified in the Project Schedule attached hereto and made a part hereof. If, in GRANT's exclusive opinion, SUBCONTRACTOR is not diligently proceeding, GRANT shall have the immediate right to complete the Work itself, or have another subcontractor complete the Work, and GRANT shall have such right without prejudice to any other rights it may have against SUBCONTRACTOR.

WORK RULES: SUBCONTRACTOR shall clear away all tools, machinery, debris, rubbish and any and all other materials and items which may be lying on or about the site of the work, and shall do everything necessary to finish the Work in a complete and workmanlike manner, both in appearance and in fact, and to notify GRANT within three (3) days in writing of any accident.

LAWS: SUBCONTRACTOR will comply with all applicable Federal, State and local laws and regulations, and shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the performance of this SUBCONTRACTOR AGREEMENT.

ASSIGNMENT: SUBCONTRACTOR agrees not to assign this Agreement or any amounts due or to become due under this Agreement without the written consent of GRANT. SUBCONTRACTOR agrees not to subcontract the whole or any portion of the Work without the prior written consent of GRANT.

WARRANTS AND GUARANTEES: SUBCONTRACTOR guarantees and warrants the Work performed hereunder, together with all materials and supplies furnished by SUBCONTRACTOR, to be free from any and all defects, and such warranty shall continue for a period of one (1) year from date of final acceptance thereof by GRANT. SUBCONTRACTOR agrees to defend and save GRANT harmless from any and all damages, costs and expenses by reason of claims or suits for infringement, resulting from or alleged to result from the Work.

SUBCONTRACTOR warrants that he possesses the skill and equipment to perform the work described in the Scope of Work, and that he is familiar with the site and the conditions that may be encountered during the course of the work.

SUBCONTRACTOR has inspected the site of the work, obtained a sufficient knowledge of existing conditions which affect this work, and has correlated his observation with the requirements of the Contract Documents.

APPLICABLE LAW: This SUBCONTRACTOR AGREEMENT shall be deemed executed in the State of Colorado, and any question as to the meaning, interpretation or application thereof shall be controlled by the laws of Colorado.

By: Mario F. Dahani (SUBCONTRACTOR)

By: Nellie R. Lockhart (GRANT)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 05/30/97

PRODUCER 847 662-0073

Swank Insurance Agency, Inc.
329 N Genesee St
Waukegan, IL 60085

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

COMPANIES AFFORDING COVERAGE

COMPANY A	Statewide Insurance Co
COMPANY B	Casualty Ins. Co.
COMPANY C	
COMPANY D	

INSURED

Deerfield Electric Inc.
758 Robert York Ave.
Deerfield IL 60015

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	212512950	1/01/97	1/01/98	GENERAL AGGREGATE	$ 1000000
					PRODUCTS - COMP/OP AGG	$ 1000000
					PERSONAL & ADV INJURY	$ 1000000
					EACH OCCURRENCE	$ 1000000
					FIRE DAMAGE (Any one fire)	$ 100000
					MED EXP (Any one person)	$ 5000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	312512951A	1/01/97	1/01/98	COMBINED SINGLE LIMIT	$ 1000000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	812512952	1/01/97	1/01/98	EACH OCCURRENCE	$ 1000000
					AGGREGATE	$ 1000000
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL	WC87051004	1/01/97	1/01/98	X WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$ 500000
					EL DISEASE - POLICY LIMIT	$ 500000
					EL DISEASE - EA EMPLOYEE	$ 500000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
ANY & ALL WORK PERFORMED

CERTIFICATE HOLDER

GRANT ENVIRONMENTAL
ATTN: PAM
12150 E BRIARWOOD AVE, STE 200
INGLEWOOD, COLORADO 80118

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SUBCONTRACT SERVICES AGREEMENT

GRANT ENVIRONMENTAL, INC. (GRANT)
(CONTRACTOR)

Instructions to SUBCONTRACTOR

GRANT Agreement and Job Number must appear on all correspondence and invoices.

GRANT Agreement No SG97013
Date: May 2, 1997
Job No.: 5055.002
Page 1 of 4
(Page 2 is Subcontract Terms)

SUBCONTRACTOR

Electrical Contractors, Inc.
1252 Allanson Road
Mundelein, IL 60060
(312) 949-0134
(847) 566-0162 fax
Attn: Rich Rogers

Mail Invoices To:

Grant Environmental, Inc.
12150 E. Briarwood Avenue, Suite 200
Englewood, Colorado 80112
(303) 790-7400

1. SCOPE OF WORK:

Perform parking control system installation as per April 25, 1997 proposal (Attached).

CONTRACT PRICE:

Not to exceed $12,700. Terms are 50% upfront and remaining 50% net 30 days from invoice.

3. SPECIAL PROVISIONS:

None

4. DOCUMENTS INCORPORATED:

Electrical Contractors Inc. April 25, 1997 cost estimate

Acceptance of this Subcontract Services Agreement signifies SUBCONTRACTOR acceptance of the terms above, the provisions on the reverse side of this form, and the documents incorporated by reference in Item 4 above.

SUBCONTRACTOR: ELECTRICAL CONTRACTORS, INC.
By: Richard J. Rogers
Title: RICHARD J. ROGERS SALES

CONTRACTOR: Grant Environmental, Inc.
By: Jennifer Day
Title: Project Manager

Revised November 10, 1995

SUBCONTRACT TERMS

/ 50% up Front, 50% net 30 days

COMPENSATION: SUBCONTRACTOR shall be compensated in accordance with the specified Contract Price. SUBCONTRACTOR shall submit invoices to GRANT at one month intervals for all compensation earned and expenses incurred during each preceding one month period. Invoices must be accompanied by fully substantiated supporting documents. GRANT shall pay SUBCONTRACTOR ~~for each approved invoice within 15 days after GRANT receives payment therefore from the Owner or other person obligated to make payment to GRANT~~. Such payment shall be an absolute condition to SUBCONTRACTOR'S right to receive payment on its invoices.

AGREEMENT: This SUBCONTRACTOR AGREEMENT, together with all Exhibits incorporated herein by reference, constitutes the entire Agreement between the parties hereto, and there are no terms, conditions or provisions, either oral or written, between the parties hereto other than those herein contained. Amendments, Modifications and Supplements to this Agreement shall be in writing and shall, when acceptable to both parties, be signed by both parties, whereupon they shall become effective.

HOLD HARMLESS: SUBCONTRACTOR shall be fully liable for the acts of its employees and agents whether or not it authorized performance of the acts giving rise to said liability. SUBCONTRACTOR agrees to indemnify and save GRANT, its employees, officers, and directors harmless from all liability for damage to persons or property or contractors, laborers, suppliers, subcontractors, and all other persons, firms, or corporations, arising out of or because of the work covered by this SUBCONTRACTOR AGREEMENT or the special and general provisions and amendments hereto, including, but not limited to any liability for Federal or State withholding taxes, FICA, or FUTA taxes or unemployment compensation taxes, together with any and all attorneys' fees and costs incurred by GRANT on account thereof regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited by any limitation on the amount of type of damages, compensation, or benefits payable by or for the SUBCONTRACTOR under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INSURANCE: Prior to commencing the Work hereunder and continuing until the Work has been completely performed, SUBCONTRACTOR agrees to purchase and maintain upon all of its operations hereunder, in its own name, insurance in the following types and amounts:

A. Statutory Workman's Compensation insurance including Employers' Liability Insurance with limits of at least $100,000 for any one accident.

B. Comprehensive General Liability, including Contractual Liability and Explosion, Collapse and Underground, with limits of liability of at least: Bodily Injury: $500,000 per person; $500,000 each occurrence and Property Damage: $100,000 per occurrence.

C. Comprehensive Automobile Liability, including leased and non-owned vehicles with limits of liability of at least: Bodily Injury: $250,000 per person, $500,000 each occurrence; and Property Damage: $250,000 per occurrence.

INDEPENDENT CONTRACTOR: SUBCONTRACTOR is an independent contractor, and the detailed manner and method of performing the Work are under the sole control of SUBCONTRACTOR.

CANCELLATION: GRANT may cancel this SUBCONTRACTOR AGREEMENT at any time and pay the agreed-upon price for the proportionate part of the material, labor, and equipment previously delivered or performed, but SUBCONTRACTOR shall not be liable for any claims for anticipated profits or for incidental or consequential damages.

LIENS: SUBCONTRACTOR will pay and satisfy all claims for labor and material employed or used in or with the Work hereunder and agrees to indemnify and save GRANT harmless from all liens of any kind, and SUBCONTRACTOR will furnish GRANT, at GRANT's request, proof that there are no unsatisfied liens, debts or encumbrances. In the event a lien should attach, GRANT, without prejudice to its rights under this paragraph, shall have the right to take all steps necessary to remove such lien, including payment of the underlying debt.

DATA RIGHTS: All drawings, surveys and data recorded by SUBCONTRACTOR pursuant to the performance of the Work shall be the exclusive property of GRANT and no additional copies shall be made for anyone or retained by SUBCONTRACTOR. All such material shall be delivered to GRANT upon completion of this SUBCONTRACTOR AGREEMENT, or before upon demand by GRANT.

TIME: Time is of the essence, and SUBCONTRACTOR shall diligently pursue the performance of the Work undertaken and complete this Work within the time limits specified in the Project Schedule attached hereto and made a part hereof. If, in GRANT's exclusive opinion, SUBCONTRACTOR is not diligently proceeding, GRANT shall have the immediate right to complete the Work itself, or have another subcontractor complete the Work, and GRANT shall have such right without prejudice to any other rights it may have against SUBCONTRACTOR.

WORK RULES: SUBCONTRACTOR shall clear away all tools, machinery, debris, rubbish and any and all other materials and items which may be lying on or about the site of the work, and shall do everything necessary to finish the Work in a complete and workmanlike manner, both in appearance and in fact, and to notify GRANT within three (3) days in writing of any accident.

LAWS: SUBCONTRACTOR will comply with all applicable Federal, State and local laws and regulations, and shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the performance of this SUBCONTRACTOR AGREEMENT.

ASSIGNMENT: SUBCONTRACTOR agrees not to assign this Agreement or any amounts due or to become due under this Agreement without the written consent of GRANT. SUBCONTRACTOR agrees not to subcontract the whole or any portion of the Work without the prior written consent of GRANT.

WARRANTS AND GUARANTEES: SUBCONTRACTOR guarantees and warrants the Work performed hereunder, together with all materials and supplies furnished by SUBCONTRACTOR, to be free from any and all defects, and such warranty shall continue for a period of one (1) year from date of final acceptance thereof by GRANT. SUBCONTRACTOR agrees to defend and save GRANT harmless from any and all damages, costs and expenses by reason of claims or suits for infringement, resulting from or alleged to result from the Work.

SUBCONTRACTOR warrants that he possesses the skill and equipment to perform the work described in the Scope of Work, and that he is familiar with the site and the conditions that may be encountered during the course of the work.

SUBCONTRACTOR has inspected the site of the work, obtained a sufficient knowledge of existing conditions which affect this work, and has correlated observation with the requirements of the Contract Documents.

APPLICABLE LAW: This SUBCONTRACTOR AGREEMENT shall be deemed executed in the State of Colorado, and any question as to the meaning, interpretation or application thereof shall be controlled by the laws of Colorado.

By: _____ (SUBCONTRACTOR)

By: _____ (GRANT)

ELECTRICAL CONTRACTORS INC.

April 25, 1997

Ms. Jennifer Day
Grant Environmental, Inc.
12150 E Briarwood Ave., #200
Englewood CO 80112

RE: Chicago Dock and Canal Property, Chicago, Illinois
Proposal #R-2013-R

Dear Ms. Day,

According to our conversation and jobsite meeting with Bill Gowey, here is our revised proposal. Electrical Contractors, Inc. is pleased to propose the following work at the above project to put the parking control system back into operation. This work will require the installation of two concrete support islands for the two entrance lanes that were removed for the contaminated ground removal work to proceed. The spoils of the digging will be removed by Grant Environmental, Inc.

ECI will furnish and install the following:

2	-	3' wide x 20' long x 6" high x 3" deep concrete islands
16	-	6'-5/8" OD steel pipe bollards 7' long with 3-1/2' above grade
16	-	paint the bollards with blue paint
2	-	remount two flange mount bollards removed and saved by Grant Environmental
2	-	pipe installed in the islands for the parking equipment
2	-	mount and wire the parking control equipment
4	-	sawcut, bury, and seal vehicle detector loops in asphalt in spring
2	-	pick up existing home run power feeds from within 20' of the islands
2	-	pick up existing home run SCAN cable leads within 20' of the islands
1	-	replace damaged cables as needed that tie these islands to the system PC
1	-	add an underground conduit from the exit on Illinois St. to new island

Total Estimated Cost of the above described work $12,690.00

1252 Allanson Road, Mundelein, IL 60060
TEL: Chicago (312) 949-0134 · TEL: Suburbs (847) 949-0134 · FAX (847) 566-0162

Grant Environmental, Inc.
Chicago Dock & Canal Property
Proposal #R-2013
Page Two

Also, please find and complete the enclosed credit application. A certificate of insurance will be forwarded upon receipt of your purchase order. We look forward to working with you on this project.

Sincerely,

Richard J. Rogers/DL

Enclosure: Credit Application

Payment Terms: 50% upon acceptance, 50% ~~C.O.D. upon completion~~ net 30 days JRD
Terms subject to change based upon completed and approved credit application
This proposal may be withdrawn by us if not accepted within 30 days

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications above involving costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Warranty may be voided if repairs are due to misuse, abuse, acts of God, acts of nature, vehicular damage, improper power, and operator error. This may be voided if someone other than Electrical Contractors, Inc. performs maintenance on covered equipment; if customer installs additional attachments, features, or devices, or if alterations are made to the covered equipment without the written consent of Electrical Contractors, Inc.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Grant Environmental, Inc.
by Jennifer Day

Signature _____ *Date* 5/9/97

Certificate of Insurance

RECEIVED
MAY 15 1997

The Company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy or policies numbered and described below.

Certificate Holder's Name and Address:

Grant Environmental
12150 E. Brianwood Ave.
Suite 200
Englewood, CA 80112

Insured's Name and Address:

Electrical Contractors, Inc.
1252 Allanson Road
Mundelein, IL 60060

TYPE OF INSURANCE	POLICY NUMBER AND ISSUING COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY (*Limits At Inception)
[X] GENERAL LIABILITY [X] Premises—Operations [X] Products—Completed Operations [X] Personal & Advertising Injury [X] Medical Expense [X] Fire Damage Legal [ ] Other Liability [ ] GARAGE LIABILITY-PREMISES	Nationwide 91-097-981	4-20-97	4-20-98	IN THOUSANDS General Aggregate* 2,000, Pr. Comp. Op. Agg.* 1,000, Each Occurrence 1,000, Any One Person/Org. 1,000, Any One Person 5, Any One Fire 50, Each Accident Aggregate*
AUTOMOBILE LIABILITY # BUSINESS AUTO [ ] GARAGE [X] Owned [X] Hired [X] Non-Owned # Fill in Either Combined Single Limits or Split Limits	Nationwide 91-097-981	4-20-97	4-20-98	Bodily Injury (Each Person) (Each Accident) Property Damage (Each Accident) Combined Single Limit 500,
EXCESS LIABILITY [X] Umbrella Form	Nationwide 91-097-981	4-20-97	4-20-98	Each Occurrence Aggregate* 3,000,
[X] Workers' Compensation and [X] Employers' Liability	Nationwide 91-097-981	4-20-97	4-20-98	STATUTORY LIMITS Bodily Injury by Accident 500, Each Accident Bodily Injury by Disease 500, Each Employee Bodily Injury by Disease 500, Policy Limit

Insurance in force only for hazards indicated by X.

Description of Operations/Locations/Vehicles/Restrictions/Special Items

Project: McClurg and Illinois

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

45672

Date Certificate Issued 5-12-97 Countersigned at:

Cas. 3640-A (9-89)

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

GE Capital Modular Space
200 E. Howard Street, Suite 272
DesPlaines, IL 60018
Attn: Kevin Neff ext. 5548

PHONE: 1-800-523-7918 610-725-5636fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	1	024666	10 x 32 w/o standard bath	see attached	
			Note: Delivery date of 10-14-96		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION / *INVENTORY CONTROL*

DATE REQUIRED: 10-14-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 9-30-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

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GE Capital Modular Space

Quotation

BRANCH OFFICE:
CHICAGO
200 E. HOWARD STREET
SUITE #272
DES PLAINES IL 60018
Contact: Kevin Neff
Phone: 1-800-523-7918
Fax: 610-725-5636

Quote No.: 024666
Quote Expires: 10/19/1996
Date: 09/19/1996
Page No.: 1

Customer
Grant Environmental
Attn: Paul Smith
Phone: 303-790-7400
Fax: 303-799-6993

Deliver To
Navy Pier Area
316 E Illinois Street
Chicago IL

Our Business Is Helping You Solve Your Space Needs

* Quality Equipment, On Site, On Time
* National 24 hour Customer Service Center
* Local Sales and Service Support
  Quick Credit Approval

Complete Satisfaction, Period!

LINE	DESCRIPTION	AMOUNT	PERIOD
001	Lease		
	Class: SNGL Unit: 029829 Unit Length = 36', Unit Width = 10'		
	10x44 Mobile Office 1 month	200.00	per month
	STEPS (Qty: 2 at $37.50)	75.00	per month
	BUILDING DELIVERY	220.00	
	BLOCK AND LEVEL (Qty: 1 at $105.00)	105.00	
	ANCHOR/TIE DOWN (Qty: 6 at $75.00)	450.00	
	BUILDING RETURN	220.00	
	UNBLOCK	85.00	
	REMOVE ANCHORS/TIE/DOWNS (Qty: 6 at $48.00)	288.00	
	CLEANING	95.00	
	Anchors are optional. GE Capital offers insurance waiver for $54 per month.		

roll into first 2 months rent

PURCHASE ORDER

HIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.001

VENDOR:

Greune Coal and Oil Company

7435 S. Union

Chicago, IL 60621

PHONE: 312 731-1234 Paul Schoening
708-873-0014 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			300 Gallon fuel tank		
			Diesel fuel		
			Will give 2 day notice		
			Delivery of tank 10-14-96		
			Site address is 316 E. Illinois		
			Fuel for onsite equipment only		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION — *INVENTORY CONTROL*

DATE REQUIRED: 10-14-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-1-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
EQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

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5 gal $6.75 / bottle

Hinckley & Schmitt, Inc.
THE PURE WATER PEOPLE

initial $6.00 Dept

FAX TRANSMISSION

TO: Tim Redmond Grant. DATE: 10-3-96

COMPANY: Enviromental FAX#: (303) 799-6993

FROM: Renato DEPT: Customer Service

PHONE: 312-229-1800 FAX#:

SUBJECT: literature on prices of H20 and dispensers

PAGES: _____ (INCLUDING COVER SHEET)

CONFIDENTIAL _____

HIGH PRIORITY _____

CALL WITH COMMENTS _____

SPECIAL INSTRUCTIONS _____

COMMENTS: if you have any questions, please feel free to call.

Ordered 4 Bottles from Erica - and ordered Hot + Cold Cooler - $9.75/mo - Bottles will be delivered once every 2 weeks - Ordered Cups - ($13.30 case) and dispensers

COMMERCIAL WATER COOLERS

5gal
$6.75 | Bott (inc tax)

initial $6 Deposit | Bottle

	RENTAL RATE
COLD WATER COOLER **Water: 50 Degrees Cold** **Floor Space: 1 Square Foot** **Height: 38 Inches** **Electricity Required: 110 Outlet** **Amps: 1.5**	**$ 8.00**
REGENCY COLD ONLY Water: 50 Degrees Cold Floor Space: 1 Square Foot Height: 38 Inches Electricity Required: 110 Outlet Amps: 1.7	$ 10.00
COLD ONLY COUNTER TOP Water: 50 Degrees Cold Counter Space: 17 Inches Deep x 12 Inches Wide Height: 18 Inches Electricity Required: 110 Outlet Amps: 1.2	$ 10.00
X HOT & COLD COOLER Water: 50 Degrees Cold & 180 Degrees Hot Floor Space: 1 Square Foot Height: 38 Inches Electricity Required: 110 Outlet Amps: 5.8	$ 9.75
REGENCY HOT & COLD COOLER-WHITE PLASTIC Water 50 Degrees Cold & 180 Degrees Hot Floor Space: 1 Square Foot Height: 38 Inches Electricity Required: 110 Outlet Amps: 5.8	$ 11.75
HOT & COLD COUNTER TOP Water: 50 Degrees Cold & 180 degrees Hot Counter Space: 17 Inches Deep x 12 Inches Wide Height: 18 Inches Electricity Required: 110 Outlet Amps: 5.5	$ 11.75

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.002

VENDOR:

Illinois Paving Company
1800 W. Armitage Avenue
Chicago, IL 60622

PHONE: 773-348-1114;773-278-9322 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Provide concrete and asphalt		
			paving services	see attached	
			Project Site Contract: Bill Gowey		
			Illinois St. and McClurg		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 1-15-97	FOR ACCOUNTING USE ONLY
DATE ORDERED: 1-15-97	
PURCHASE ORDER NO.: 5055.002	
PROJECT / TASK NO: 5055	
O/H ACCOUNT NO:	
REQUESTED BY: Bill Gowey	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

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ILLINOIS PAVING COMPANY

ASPHALT PAVING CONTRACTORS • CONCRETE & SEWER WORK

1800 W. ARMITAGE AVENUE • CHICAGO, ILLINOIS 60622 • Phone: ~~(312)~~ 773 348-1114 • Fax: ~~(312)~~ 773 278-9322

To Grant Environmental Inc.
12150 East Brairwood Ave.#200
Englewood. Co. 80112
Attn Jennifer

Copy WM. D. GOWEY
312-527-5434

Date Jan 15, 1997

Fax 303-799-6993
PH 303-790-7400

WORK AND BID CONTRACT

We hereby submit the following proposal:
Furnish necessary labor, material, equipment and insurance to complete the following work.

Work at McClurg & Illinois st, Ohio St, Chicago, Ill
CONCRETE WORK:
Stone base by others Plus or minus 1/10 ft.

Install 60 ft of barrier curb match existing.
60 Ft At $ 15.00 per lin. ft - - - - - - - - - - - -$ 900.00
Sidewalk 5 inch 6 bag mix as per City of Chicago Spec.
4,276 Sq. Ft At $ 3.00 sq. ft $ 12,828.00

STONE SETTING BY OTHERS.

Curb and Gutter (IF ANY) REmove and replace at $ 25.00 lin ft.

UNIT PRICE PER ITEM INSTALLED.

ILLINOIS PAVING COMPANY

ASPHALT PAVING CONTRACTORS • CONCRETE & SEWER WORK

1800 W. ARMITAGE AVENUE • CHICAGO, ILLINOIS 60622 • Phone: (312) 348-1114 • Fax: (312) 278-9322

To Grant Environmental
12150 East Brairwood Ste. 200
Englewood, CO 80112
Attn: Tim Redmond

Date April 5, 1996

Loc: Chicago Downtown Area

ph. 303-790-7400/ fx. 799-6993

WORK AND BID CONTRACT

We hereby submit the following proposal:
Furnish necessary labor, material, equipment and insurance to complete the following work.

Parting Lot Work.

Area: Approx. 135,000 sq. ft. (15,000 sq. yds.)

Excavation and sewer work by others.- Sub base +/- a tenth of a foot.
1. Proof roll sub-base.

Stone Work:
1. Install 6" CA - 6 compacted stone base.

Asphalt Work:
1. Install 1 &1/2 " Compacted Binder Coarse Asphalt, Class I. IDOT.
2. Install 1 & 1/2" Compacted Surface Coarse Asphalt, Class I. IDOT
3. All Asphalt to be machine laid, power rolled.

For the sum of 15,000 sq. yds. @ $12.00 per sq. yd. = $180,000.000
The above price is based on site unseen and is an estimate only.

Stone + Asphalt - $12/yd
$1.33/sq ft

Street 36 000
66
Street
1900 - 3"
2640 - 4

$60 Ton

Payment:

Grant Environmental, Inc.

Accepted by: Jennifer Day

DATE 11/15/97

Very truly yours,

Dominick Gubbo

ILLINOIS PAVING CO.

ACORD. CERTIFICATE OF INSURANCE

CSR DE ILLINO1

DATE (MM/DD/YY) 01/16/97

PRODUCER

HUMBERT INSURANCE AGENCY, LTD.
1[illegible]8 INDUSTRIAL DRIVE STE #430
[illegible]URST IL 60126

HUMBERT INSURANCE AGENCY, LTD.
Phone No. 630-279-8300 Fax No.

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

COMPANIES AFFORDING COVERAGE

COMPANY A General Casualty

COMPANY B

COMPANY C

COMPANY D

INSURED

ILLINOIS PAVING COMPANY, INC.
1800 W. ARMITAGE AVENUE
CHICAGO IL 60622

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT	CCX 0196565	06/01/96	06/01/97	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ 2,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $ 5,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CBA 0196565	06/01/96	06/01/97	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 500,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO	NO COVERAGE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	NO COVERAGE			EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL	CWC 0196565	06/01/96	06/01/97	STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	 $ 100,000 $ 500,000 $ 100,000
A	OTHER EQUIPMENT	CCX0196565	06/01/96	06/01/97		$55,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

GRANTEN

Grant Environmental
Jennifer
12150 E. Briarwood Ave
Ingewood CO 80112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

HUMBERT INSURANCE AGENCY, LTD.

© ACORD CORPORATION 1993

ILLINOIS PAVING COMPANY

ASPHALT PAVING CONTRACTORS • CONCRETE & SEWER WORK

1800 W. ARMITAGE AVENUE • CHICAGO, ILLINOIS 60622 • Phone: ~~(312)~~ 773 348-1114 • Fax: ~~(312)~~ 773 278-9322

To Grant Environmental Inc.
12150 East Brairwood Ave.#200
Englewood. Co. 80112
Attn Jennifer

Copy WM, D. GOWEY
312-527-5434

Date Jan 15, 1997

Fax 303-799-6993
PH 303-790-7400

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Stone base by others Plus or minus 1/10 ft.

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60 Ft At $ 15.00 per lin. ft - - - - - - - - - - - -$ 900.00
Sidewalk 5 inch 6 bag mix as per City of Chicago Spec.
4,276 Sq. Ft At $ 3.00 sq. ft $ 12,828.00

STONE SETTING BY OTHERS.

Curb and Gutter (IF ANY) REmove and replace at $ 25.00 lin ft.

UNIT PRICE PER ITEM INSTALLED.

Payment:

Grant Environmental, Inc.
Accepted by: Jennifer Day
DATE 1/20/97

Very truly yours,
DOMINICK GUBBI
ILLINOIS PAVING CO.

PURCHASE ORDER

HIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

J.L.G. Trucking
1313 Circle Avenue
Forest Park, IL 60130

PHONE: 708-366-9916, 708-366-9913 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Dedris Removal	See Attached	

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION / *INVENTORY CONTROL*

DATE REQUIRED: 10-31-96	FOR ACCOUNTING USE ONLY
DATE ORDERED 10-31-96	
PURCHASE ORDER NO.: 5055	
PROJECT / TASK NO: 5055.002	
O/H ACCOUNT NO:	
REQUESTED BY: Bill Gowey	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

Grant Environmental, Inc.
12150 E. Briarwood, Suite 200
Englewood, CO 80112
Attn: Jennifer Day
(312)527-5434
(303)799-6993

J.L.G. Trucking, Inc.
1313 Circle Avenue
Forest Park, IL 60130
(708)366-9916 (708)366-9913 Fax

JOB ESTIMATE: NAVY PIER - LINDSAY LIGHT#2 321 E. GRAND AVE., CHICAGO
10/31/96 Price is good until 3/31/97 for this job only.

QUANTITY	DESCRIPTION	PRICE	TOTAL
Per load	Dirt and clay - out	$165.00	$165.00
Per load	Clean asphalt (only)	$160.00	$160.00
Per load	Clean concrete (only)	$160.00	$160.00
Per yard	Any building debris or garbage.	$29.00	$29.00
Per hour	Waiting time in excess of 15 min.	$55.00	$55.00
Note:	**18-wheeler dump only able to haul 72,000 lbs. weight.**		
	Any tolls incurred customer will be responsible.		
	FLATBEDS ARE ALSO AVAILABLE.		

All drivers are radio dispatched and union members.
Certified payroll available upon request.

Payment terms: 30 days from invoice date.
Past due invoices will be subject to 1 1/2% interest charge per month.

COMMENTS -

30 min. travel time to and from job site.
Waiting time is defined as when the truck arrives on the job site until the truck leaves the job site.

Any company/subcontractor that overloads a truck will be held fully responsible for any penalties or fines unless stated otherwise in writing.Any company/subcontractor that loads our trucks,warrants and represents that all material which is to be loaded or hauled will be free of any and all contamination.Including,but not limited to any petroleum,crude oil or any fraction thereof. Any company/subcontractor who loads "hazardous substances" are defined in Section 101(13) and 101(14) respectively, shall only do so if they follow all laws, rules and regulations pertaining to "hazardous substances".

I have read and agree to the above mentioned Jennifer Day FAC Date 10/31/96
Grant Environmental, Inc.

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.002

VENDOR:

M Casey
5841 W. Montrose Avenue
Chicago, IL 60634-1749

PHONE: 312-777-1300;312-777-7161 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Fax and Copier month	214.00	
			Supplies by M Casey		
			Copies 5¢/copy		
			Deliver 10-16-96		
			316 E. Illinois St. Chicago		
			Site Phone 312-527-5434(starts 10-15)		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 10-16-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-10-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

PURCHASE ORDER

HIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:
Moore Landscapes, Inc.
1850 Landwehr Road
Glenview, IL 60025-1299
Attn: Christopher Coe

PHONE: 847 724-0690; 847-724-0018

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Landscape services as per		
			5/29/97 cost estimate	attached	

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION

DATE REQUIRED:	5/30/97
DATE ORDERED:	5/30/97
PURCHASE ORDER NO.:	5055
PROJECT / TASK NO:	5055.002
O/H ACCOUNT NO:	
REQUESTED BY:	Jenny Day
AUTHORIZED APPROVAL:	Jenny Day
JUSTIFICATION FOR PURCHASE:	

INVENTORY CONTROL

FOR ACCOUNTING USE ONLY

Moore Landscapes, Inc.

1850 Landwehr Road, Glenview, Illinois 60025-1299
847-724-0690 FAX: 847-724-0018

May 29, 1997

Mr. William D. Gowey
GRANT ENVIRONMENTAL, INC.
12150 E. Briarwood Ave., #200
Englewood, CO 80112

RE : SYSTEMS PARKING LOT - CHICAGO RESTORATION
Landscape Restoration - Illinois st. and McClurg Ct.

Dear Mr. Gowey,

Moore Landscapes, Inc. proposals to restore the landscaping damaged by the construction work at the above referenced project. The work would include the planting of new shade trees, ornamental and flowering shrubs; replacing the damaged drain tile under the trees; installing new soil mix in all plant pits and mulching all new plantings.The cost breakdown is as follows:

7	4"	Green Ash	@	$900.00	$ 6,300.00
6	8'	Serviceberry	@	$450.00	$ 2,700.00
30	24"	Spirea 'froebeli'	@	$40.00	$ 1,200.00
				Subtotal:	**$ 10,200.00**
250	lf	4" ADS drainage pipe	@	$6.50/lf	$ 1,625.00
40	cy	Topsoil mix	@	$35.00/cy	$ 1,400.00
10	cy	Bark Mulch	@	$60.00/cy	$ 600.00
				Subtotal:	**$ 3,625.00**
				Total Cost	**$ 13,825.00**

If you have any questions, or need any additional information, please contact me at (847) 724-0690

Sincerely,
MOORE LANDSCAPES, INC.

Christopher Coe
Vice President - Installation ext. 16

Enhancing environments since 1948

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.001

VENDOR:

National Rent-A-Fence
PO Box 1120
Aurora, IL 60507
Attn Kay Davis
1-800-896-2171 fax

PHONE: 1-800-445-9136

ITEM	QTY	ORDER NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			6'foot fence - 1,600 LF	4.29	
			Delivery date is 10-14-96		
			Site location is 316 E. Illinois St.		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION / *INVENTORY CONTROL*

DATE REQUIRED: 10-14-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-1-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

NATIONAL RENT-A-FENCE - MWA
SERVING THE ENTIRE UNITED STATES
1-800-445-9136

TEMPORARY FENCE TEMPORARY PANELS

For Bernie Bono

BID FORM

LESSEE Kerr McGee DATE 9/27/96

ADDRESS _____ ORDERED BY _____

CITY _____ STATE _____ ZIP _____ CUST. REP. Angi Hanson

BUS.PH. (312) 464-9019 JOB PH. ( ) _____

FAX (312) 464-9547 PAGER ( ) _____

PRICES GOOD FOR 30 DAYS PLEASE CALL TO EXTEND, IF POSSIBLE, OR TO RECEIVE NEW PROPOSAL...

JOB SITE Lindsay Light
Chicago Ill.

PRICES INCLUDE CERTIFIED PAYROLL: YES ____ NO X

RENTAL: 6 MO 12 MO

APPROX. _____ LIN.FT. _____ FT. HIGH TEMPORARY FENCE AT $ _____ PER L.F.

APPROX. _____ LIN.FT. _____ FT. HIGH TEMPORARY FENCE AT $ _____ PER L.F.

APPROX. 1680 LIN.FT. 6' FT. HIGH TEMPORARY PANELS AT $ 4.29 PER L.F.

Need 2-30' gates. on 10-14-96 ok no gate

_____ GATE, SIZE _____ AT $ _____ EACH

_____ GATE, SIZE _____ AT $ _____ EACH

_____ GATE, SIZE _____ AT $ _____ EACH

_____ STRANDS OF BARBED WIRE AT _____ P.L.F.

_____ STRANDS OF TENSION WIRE AT _____ P.L.F.

_____ L.F. OF TOP RAIL AT _____ P.L.F. PRICE INCLUDES INSTALLATION AND ONE TRIP FOR REMOVAL

ADD .60 ¢ PER FOOT IF FENCE GOES THROUGH ASPHALT, HARD GROUND, ~~[illegible]~~ OR ON HILLSIDES.
ADD .25 ¢ PER FOOT IF GOES THROUGH CONCRETE.

NATIONAL RENT-A-FENCE, CO. TO FURNISH AS SPECIFIED ABOVE FOR INSTALLATION AND ON FINAL REMOVAL ADDITIONAL TRIPS FOR REMOVAL WILL BE BILLED AT MINIMUM LABOR CHARGE. ANY REPAIR TRIPS WILL BE BILLED AT MINIMUM LABOR CHARGE PLUS MATERIALS.

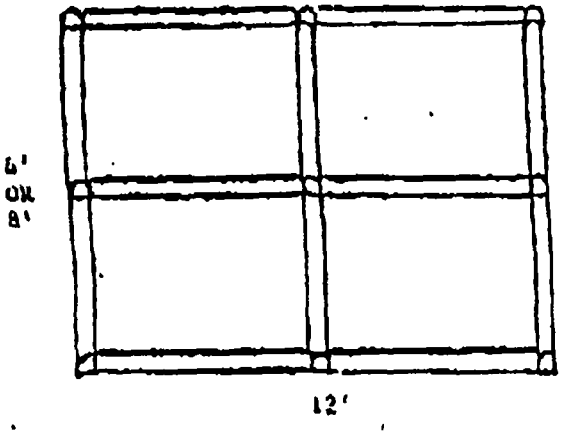
FENCE TO BE MEASURED UPON COMPLETION AND BILLED ACCORDINGLY. ABOVE PRICE INCLUDES INSTALLATION AND REMOVAL UP TO SIX (6) OR TWELVE (12) MONTHS DEPENDING ON CUSTOMERS CHOSEN OPTION. AFTER OPTION 1/8 OF THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED PER MONTH UNTIL THE FENCE IS REMOVED. SALES TAX NOT INCLUDED. NO RETAINAGE SHALL BE HELD. FENCE TO BE MOVED BY LESSOR ONLY. UPON REMOVAL, FENCE LINES TO BE CLEARED OF ALL OBSTACLES, AS WAS ORIGINALLY INSTALLED, I.E.: NOT BURIED IN WEEDS, LUMBER, AND NOT BURIED IN DIRT. LESSOR REQUIRES 10 WORKING DAYS BEFORE REMOVING FENCE. LESSOR NOT RESPONSIBLE FOR UNDER GROUND UTILITIES, CABLES, PIPELINES, AND PROPERTY LINES. FENCE NOT BE SUBLET.

TERMS: 2% 10 DAYS NET 30 DAY. ALLOW 45 DAYS. IF TOTAL IS NOT PAID IN FULL, FENCE WILL BE REMOVED.

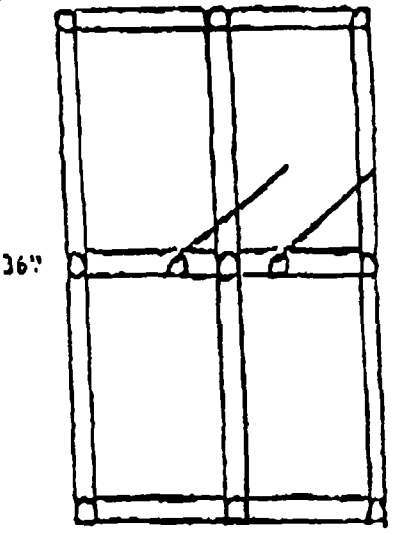
LESSOR: NATIONAL RENT-A-FENCE CO., MWA

PER NATIONAL RENT-A-FENCE SPECIFICATIONS

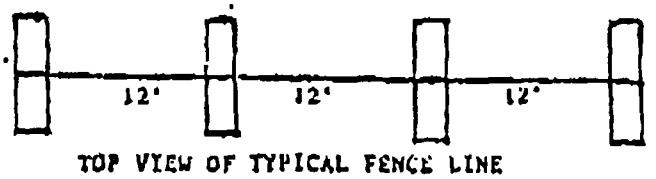
Panels



PANELS ARE 6' OR 8' HIGH BY 12'
MADE OF 1 3/8" PIPE AND FABRICATED
WITH 11 1/2 GAUGE CHAIN LINK



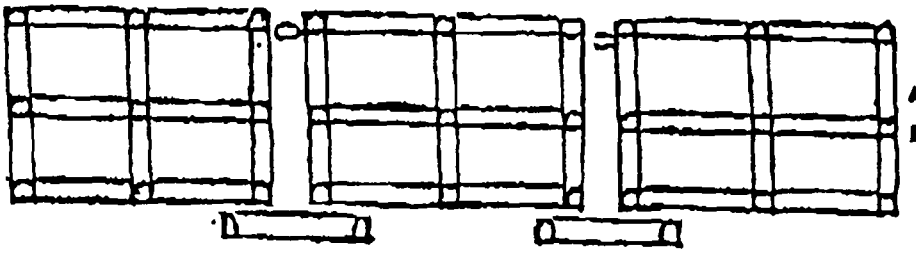
TOP VIEW
18"



TOP VIEW OF TYPICAL FENCE LINE

SIDE VIEW

PANEL STAND IS 1 3/8" PIPE
WITH 1'X 6' UPRIGHTS



PANELS ARE SECURED
AT THE TOP BY 1 3/8"
PANEL CLAMPS.

PANELS ARE SECURED AT THE BOTTOM BY SLIPPING THEM OVER THE UPRIGHTS
ON THE PANEL STANDS.

SUBCONTRACT SERVICES AGREEMENT

GRANT ENVIRONMENTAL, INC. (GRANT)
(CONTRACTOR)

Instructions to SUBCONTRACTOR

GRANT Agreement and Job Number must appear on all correspondence and invoices.

GRANT Agreement No SG962032
Date: October 7, 1996
Job No.: 5055.002
Page 1 of 3
(Page 2 is Subcontract Terms)

SUBCONTRACTOR

Onsite Environmental Staffing
2311 West 22nd Street, Suite 313
Oakbrook IL 60521
Attn.: Mr. Kevin Knaul
708-573-9358
630

Mail Invoices To:

Grant Environmental, Inc.
12150 E. Briarwood Avenue, Suite 200
Englewood, Colorado 80112
(303) 790-7400
(303) 799-6993
Attn.: Ms. Jennifer Day

1. SCOPE OF WORK:

Provide contractor personnel for Lindsay Light II construction project.

CONTRACT PRICE:

See Attachment.

3. SPECIAL PROVISIONS:

All personnel will have current 40 hr OSHA, 8 hr. updates and medical certificates. Project Supervisor will have 8 hr. supervisor training and CPR/First Aid.

4. DOCUMENTS INCORPORATED:

Sept. 24, 1996 Billing Rate Memo.

Acceptance of this Subcontract Services Agreement signifies SUBCONTRACTOR acceptance of the terms above, the provisions on the reverse side of this form, and the documents incorporated by reference in Item 4 above.

SUBCONTRACTOR: Onsite Environmental Staffing
By: Kevin Knaul
Title: Contracts Mgr.

CONTRACTOR: Grant Environmental, Inc.
By: Robert B. [signature]
Title: Operations Manager

Revised November 10, 1995

SUBCONTRACT TERMS

COMPENSATION: SUBCONTRACTOR shall be compensated in accordance with the specified Contract Price. SUBCONTRACTOR shall submit invoices to GRANT at one month intervals for all compensation earned and expenses incurred during each preceding one month period. Invoices must be accompanied by fully substantiated supporting documents. GRANT shall pay SUBCONTRACTOR for each approved invoice within 15 days after GRANT receives payment therefore from the Owner or other person obligated to make payment to GRANT. Such payment shall be an absolute condition to SUBCONTRACTOR'S right to receive payment on its invoices.

AGREEMENT: This SUBCONTRACTOR AGREEMENT, together with all Exhibits incorporated herein by reference, constitutes the entire Agreement between the parties hereto, and there are no terms, conditions or provisions, either oral or written, between the parties hereto other than those herein contained. Amendments, Modifications and Supplements to this Agreement shall be in writing and shall, when acceptable to both parties, be signed by both parties, whereupon they shall become effective.

HOLD HARMLESS: SUBCONTRACTOR shall be fully liable for the negligent acts or omissions of its employees and agents whether or not it authorized performance of the acts giving rise to said liability. SUBCONTRACTOR agrees to indemnify and save GRANT, its employees, officers, and directors harmless from all liability for damage to persons or property or contractors, laborers, suppliers, subcontractors, and all other persons, firms, or corporations, arising out of or because of the negligent acts or omissions work covered by this SUBCONTRACTOR AGREEMENT or the special and general provisions and amendments hereto, including, but not limited to any liability for Federal or State withholding taxes, FICA, or FUTA taxes or unemployment compensation taxes, together with any and all attorneys' fees and costs incurred by GRANT on account thereof regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited by any limitation on the amount of type of damages, compensation, or benefits payable by or for the SUBCONTRACTOR under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INSURANCE: Prior to commencing the Work hereunder and continuing until the Work has been completely performed, SUBCONTRACTOR agrees to purchase and maintain upon all of its operations hereunder, in its own name, insurance in the following types and amounts:

A. Statutory Workman's Compensation Insurance including Employers' Liability Insurance with limits of at least $100,000 for any one accident.

B. Comprehensive General Liability, including Contractual Liability and Explosion, Collapse and Underground, with limits of liability of at least: Bodily Injury: $500,000 per person; $500,000 each occurrence and Property Damage: $100,000 per occurrence.

C. Comprehensive Automobile Liability, covering only owned vehicles. ~~including leased and non-owned~~ vehicles with limits of liability of at least: Bodily Injury: $250,000 per person, $500,000 each occurrence; and Property Damage: $250,000 per occurrence.

INDEPENDENT CONTRACTOR: SUBCONTRACTOR is an independent contractor, and the detailed manner and method of performing the Work are under the sole control of SUBCONTRACTOR.

CANCELLATION: GRANT may cancel this SUBCONTRACTOR AGREEMENT at any time and pay the agreed-upon price for the proportionate part of the material, labor, and equipment previously delivered or performed, but SUBCONTRACTOR shall not be liable for any claims for anticipated profits or for incidental or consequential damages.

LIENS: SUBCONTRACTOR will pay and satisfy all claims for labor and material employed or used in or with the Work hereunder and agrees to indemnify and save GRANT harmless from all liens of any kind, and SUBCONTRACTOR will furnish GRANT, at GRANT's request, proof that there are no unsatisfied liens, debts or encumbrances. In the event a lien should attach, GRANT, without prejudice to its rights under this paragraph, shall have the right to take all steps necessary to remove such lien, including payment of the underlying debt.

DATA RIGHTS: All drawings, surveys and data recorded by SUBCONTRACTOR pursuant to the performance of the Work shall be the exclusive property of GRANT and no additional copies shall be made for anyone or retained by SUBCONTRACTOR. All such material shall be delivered to GRANT upon completion of this SUBCONTRACTOR AGREEMENT, or before upon demand by GRANT.

TIME: Time is of the essence, and SUBCONTRACTOR shall diligently pursue the performance of the Work undertaken and complete this Work within the time limits specified in the Project Schedule attached hereto and made a part hereof. If, in GRANT's exclusive opinion, SUBCONTRACTOR is not diligently proceeding, GRANT shall have the immediate right to complete the Work itself, or have another subcontractor complete the Work, and GRANT shall have such right without prejudice to any other rights it may have against SUBCONTRACTOR.

WORK RULES: SUBCONTRACTOR shall clear away all tools, machinery, debris, rubbish and any and all other materials and items which may be lying on or about the site of the work, and shall do everything necessary to finish the Work in a complete and workmanlike manner, both in appearance and in fact, and to notify GRANT within three (3) days in writing of any accident.

LAWS: SUBCONTRACTOR will comply with all applicable Federal, State and local laws and regulations, and shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the performance of this SUBCONTRACTOR AGREEMENT.

ASSIGNMENT: SUBCONTRACTOR agrees not to assign this Agreement or any amounts due or to become due under this Agreement without the written consent of GRANT. SUBCONTRACTOR agrees not to subcontract the whole or any portion of the Work without the prior written consent of GRANT.

WARRANTS AND GUARANTEES: SUBCONTRACTOR guarantees and warrants the Work performed hereunder, together with all materials and supplies furnished by SUBCONTRACTOR, to be free from any and all defects, and such warranty shall continue for a period of one (1) year from date of final acceptance thereof by GRANT. SUBCONTRACTOR agrees to defend and save GRANT harmless from any and all damages, costs and expenses by reason of claims or suits for infringement, resulting from ~~or alleged to result from the Work~~ The negligent acts or omissions of the employees

SUBCONTRACTOR warrants that he possesses the skill and equipment to perform the work described in the Scope of Work, and that he is familiar with the site and the conditions that may be encountered during the course of the work.

SUBCONTRACTOR has inspected the site of the work, obtained a sufficient knowledge of existing conditions which affect this work, and has correlated his observation with the requirements of the Contract Documents.

APPLICABLE LAW: This SUBCONTRACTOR AGREEMENT shall be deemed executed in the State of Colorado, and any question as to the meaning, interpretation or application thereof shall be controlled by the laws of Colorado.

By: _____ (SUBCONTRACTOR) By: _____ (GRANT)

GRANT
ENVIRONMENTAL

February 18, 1997

via fax 708-573-9362

Mr. Kevin Knoll
Onsite Environmental Staffing
2311 West 22nd Street, Suite 313
Oak Brook, Illinois 60521

Subject: Accepted labor rates
Grant Correspondence Number 5055.15

Dear Mr. Knoll:

Grant Environmental, Inc. has negotiated the following contract rates with Kerr-McGee Corporation. The original contract rates are listed first followed by the new rates effective January 1, 1997.

The original contract rates were as follows:

Personnel	Standard Time	Over Time	Double Time
Laborer	$ 36.60	$ 48.10	$ 56.73
Operator	$ 43.69	$ 58.03	$ 68.79
Foreman/Supervisor	$ 43.69	$ 58.03	$ 68.79

The above rates were based on a project volume of approximately 4,000 cubic yards and ending by December 31, 1996. Since the project has expanded from the original soil excavation volumes, the new rates are as follows.

Personnel	Standard Time	Over Time	Double Time
Laborer	$ 39.12	$ 51.88	$ 61.77
Operator	$ 44.69	$ 59.53	$ 70.79
Foreman/Supervisor	$ 54.32	$ 68.66	$ 68.66

The adjusted rates will appear commencing with invoicing for the for the period January 1, 1997. Grant will submit an invoice for Onsite's labor to Kerr-McGee with the above rate schedule. Grant will pay the adjusted invoice amount once payment is received by Kerr-McGee.

If you have any questions, please do not hesitate to contact the undersigned at 303-790-7400. We look forward to the successful completion of this project.

Sincerely,
GRANT ENVIRONMENTAL, INC.

Jennifer E. Day
Project Engineer

Susan L. Grant
Operations Manager

12150 East Briarwood Ave., Suite 200, Englewood, Colorado 80112
(303) 790-7400 FAX (303) 799-6993

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/31/96

PRODUCER

Boothby & Associates
One Logan Square, Suite 3030
Philadelphia PA 19103

Phone No. 215-563-3916 Fax No.

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

COMPANIES AFFORDING COVERAGE

COMPANY A	Lexington Insurance Company
COMPANY B	National Union Fire Ins Co
COMPANY C	
COMPANY D	

INSURED

Onsite Engineering & Mgmt Inc.
3450 Corporate Way
Duluth GA 30136

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT	5539909	03/14/96	03/14/97	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 1,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	RMCA 1353189	03/14/96	03/14/97	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	5106990	03/14/96	03/14/97	EACH OCCURRENCE	$ 4,000,000
					AGGREGATE	$ 4,000,000
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL	RMWC 2118143	03/14/96	03/14/97	[X] WC STATUTORY LIMITS [ ] OTHER	
					EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE - POLICY LIMIT	$ 1,000,000
					EL DISEASE - EA EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is added as an additional insured on the general liability policy.

CERTIFICATE HOLDER

INDUSTH

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Denise A Warech

ACORD 25-S (1/95) © ACORD CORPORATION 1995

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

Rain for Rent
30W771 Butterfield Road
Naperville, IL 60563
708-585-2480; 708-585-1922 fax

PHONE:

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	1		2450 gallon Poly Tank	See Attached	
	1		4000 gallon Poly tank		
			Delivery Date 10-16-96		
			Site address:		
			316 E Illinois Street		

Subtotal	$
Sales Tax	
Total	$

Revision 1 - Oct. 18, 1996

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 10-15-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-1-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

Rain for Rent

30W771 Butterfield Road • Naperville, IL 60563
(708) 585-2480 • FAX (708) 585-1922

DATE: 9/19/96

TO: PAUL SMITH COMPANY: GRANT ENVIRONMENTAL

ADDRESS: 12150 E. BELLEWOOD/STE 200 CITY/STATE: ENGLEWOOD, CO 80112

PHONE # (303) 790-7400 FAX # (303) 799-6993

START DATE: @ 10/14/96 DURATION: UNKNOWN; 2-3 MONTHS

JOBSITE: NAVY PIER AREA, CHICAGO, IL

MATERIAL TO BE CONTAINED: STORMWATER RUNOFF

RENTAL QUOTE

EQUIPMENT: 2,450 GALLON EZKLEEN POLY TANK

DAILY RATE (EACH): $ 15.00

EQUIPMENT:

DAILY RATE (EACH): $

TRANSPORT QUOTE

DELIVERY(EACH): $ 180.00 PICKUP(EACH): $ 180.00

Rain For Rent takes pride in accurately estimating transport rates for all customers. Your transportation quote includes 45 minutes loading/unloading time. In the event that it takes less time to load, transport, spot a tank and return to our terminal, you will only be billed for *actual* time. Delays on site caused by our customer, or others, will result in additional transportation costs at our customary hourly transport rates.

We also take pride in our ability to provide our customers with clean tanks and equipment that is suitable for their project. At the conclusion of your project, please insure that your rental tank is free of all solids, liquids and dirt film on all interior surfaces. Also, please insure that the exterior of the tank is clean. Meeting these rental criteria will guarantee that we can provide you with *consistent superior products and service!*

If you have any questions regarding this quote, please call. We thank you for the opportunity to be of service.

INDUSTRIAL RENTAL AGREEMENT

THIS AGREEMENT executed between RAIN FOR RENT, hereinafter called RENTOR, and Grant Environmental, Inc.

whose address is 6190 E Briarwood Ave Ste 200 Englewood CO 80112, hereinafter called RENTEE.

WITNESSETH:

1. (a) RENTOR agrees to rent to RENTEE equipment, hereinafter called EQUIPMENT, in accordance with the terms and conditions set forth herein. The EQUIPMENT shall be identified to this agreement by the issuance of a rental invoice describing the EQUIPMENT.

(b) RENTEE agrees that as to each item of EQUIPMENT identified on a rental invoice RENTEE shall be bound by the terms of this agreement upon issuance of the rental invoice or by RENTEE's use or possession of the EQUIPMENT, whichever occurs earlier.

2. Unless sooner terminated as set forth below, the rental period for each item of EQUIPMENT shall be the period of time set forth on each rental invoice generated therefrom describing that item of EQUIPMENT. Should RENTEE hold the EQUIPMENT beyond the term set forth as the rental period, RENTEE shall hold RENTOR harmless from and indemnify RENTOR against any and all damages incurred by RENTEE as a result of such holding over. RENTEE shall also pay to RENTOR a sum equal to the rental rate set forth in the invoices for such EQUIPMENT applied to the hold over period.

3. THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE; AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ARE EXCLUDED.

4. The RENTEE shall keep each item of EQUIPMENT at the location set forth on the Rental Order Form or Quotation Sheet describing the item of EQUIPMENT. EQUIPMENT shall not be moved from said location without the written permission of RENTOR.

5. RENTEE agrees to pay rent in the amount shown on each invoice of RENTOR issued pursuant to the rental hereunder. Unless other terms are set forth on the invoice at the option of RENTOR, said rent shall be payable within thirty (30) days from the date of such invoice. A late charge of $1\frac{1}{2}$% per month, which equals approximately 18% per annum, or the highest rate allowed by law, whichever is less, will be charged on all past due payments. Unless otherwise stated in the rental invoice, the rental amount set forth does not include taxes imposed by California Revenue and Taxation Code Sections 6001 et seq. In the event that any sales or use tax is imposed on RENTOR as a result of any rental hereunder, RENTEE agrees to reimburse RENTOR upon invoicing from RENTOR in the amount of the liability incurred by RENTOR as a result of such tax.

6. Upon expiration of the rental term pertaining to the EQUIPMENT, RENTEE shall return EQUIPMENT to RENTOR in the same condition it was in when delivered to RENTEE, reasonable wear and tear excepted. In the event of damage to the EQUIPMENT, RENTEE shall give notice immediately to RENTOR of such damage. RENTEE may conduct repair work prior to such determination by RENTOR in the event circumstances require emergency service. Except for the repair of normal wear and tear, all repair work shall be at "RENTEE's expense".

7. RENTEE shall not use such EQUIPMENT in violation of any hazardous materials, toxic waste, clean air, environmental protection, or any similar laws or regulations. RENTEE agrees that EQUIPMENT will be used in compliance will all statues, laws, ordinances and regulations. RENTEE shall not make any modifications to EQUIPMENT without RENTOR's prior written consent. All modifications shall become the property of RENTOR. Except as SPECIFICALLY provided in this agreement, RENTOR shall have no authority to use, control or operate, or direct the RENTEE's use, control or operation of EQUIPMENT. RENTEE shall not allow EQUIPMENT to come into contact with any substance that will cause the corrosion, dissolution or disintegration of, or other damage to, EQUIPMENT, or leakage from EQUIPMENT. In addition to complying with all labeling and placarding requirements imposed by laws, regulations and ordinances, RENTEE shall deliver to RENTOR, within twenty-four (24) hours of the placement of any hazardous material into EQUIPMENT, a copy of the Material Safety Data Sheet pertaining to such material, and if none such exists, a written report setting forth all information pertaining to the substance that would be required in a Material Safety Data Sheet as developed under 29 CFR Section 1910.1200(g) or any successor statute or regulation.

8. At the time of RENTEE's return of EQUIPMENT to RENTOR, and upon RENTOR's request, RENTEE shall supply RENTOR with the written report from a duly licensed and qualified laboratory that such EQUIPMENT is free of toxic or hazardous materials. Should the returned EQUIPMENT fail to be free of such hazardous materials, RENTEE shall pay to RENTOR upon billing from RENTOR, the cost of removing the hazardous material from EQUIPMENT and the cost of transporting, treating and disposing of the hazardous materials and all wastes, leachates, rinsates, solvents and other materials generated by the cleaning and removal process. Should any of such EQUIPMENT not be capable of being cleaned of hazardous materials and wastes, RENTEE shall pay to RENTOR upon billing from RENTOR, a sum equal to the then current retail market value of such EQUIPMENT (assuming such EQUIPMENT was free of all hazardous materials) plus the cost of treating, transporting, storing and disposing of such EQUIPMENT.

9. RENTEE will indemnify and hold RENTOR harmless from and against (a) any and all liabilities, losses, attorneys' fees and costs arising out of, pertaining to, or resulting from the use of EQUIPMENT by RENTEE, or the release, discharge, or leakage of any hazardous material placed in EQUIPMENT by RENTEE, without regard to whether such release, discharge or leakage occurs as a result of use of EQUIPMENT by RENTEE or as a result of the return, repossession, treatment, storage or disposal of EQUIPMENT or such hazardous material; (b) any and all liabilities, attorneys' fees and costs resulting from the treatment, transport, storage or disposal of EQUIPMENT, contents placed therein by RENTEE and rinsates, leachates, solvents, and other substances resulting from or used in the cleaning of EQUIPMENT upon its return to RENTOR; (c) except as otherwise expressly agreed in writing signed by RENTOR and RENTEE, any and all taxes, qualification fees, permit fees, or other fees and charges of any nature (together with any interest or penalties thereon), imposed upon RENTOR, RENTEE, or EQUIPMENT by any governmental authority with respect to RENTEE's use of EQUIPMENT. For purposes of this paragraph, "liabilities, attorneys' fees and costs" shall be deemed to include, but not be limited to, all expenditures and obligations pertaining to, either directly or indirectly, site cleanup, site assessments, remedial action plans, criminal and civil penalties and fines, administrative proceedings, governmental actions and prosecutions, and personal injury, property damage or other claims made by any person or entity, including but not limited to, RENTEE's agents and employees. The provisions of this paragraph shall survive the expiration and termination of the rental period hereunder.

10. RENTEE shall accumulate and stack EQUIPMENT (pipe) upon expiration of this rental at a location upon the real property designated as the location of such EQUIPMENT in accordance with paragraph 4 hereof and convenient for pick up by RENTOR. In the event RENTEE fails to do this

11. At the request of RENTEE, RENTOR may provide delivery and return freight services. Any delivery or return freight charges shall be paid by RENTEE. Such services will be provided during the rental period, ie, after such period has commenced. RENTEE shall not be obligated to use RENTOR's services.

12. At the option of RENTEE, RENTOR may provide installation of EQUIPMENT, RENTEE is not obligated to use the services of RENTOR. If RENTOR provides installation services, RENTEE shall pay for such services. Such installation services will be during the rental period, ie, after the rental period commences.

13. RENTEE shall be solely responsible for the care and maintenance of any EQUIPMENT with moving parts. Such maintenance shall include, but not be limited to, an OIL CHANGE EVERY 150 HOURS and a FILTER CHANGE EVERY 300 HOURS on all pumps and the proper monitoring maintenance and replacement of engine fluids, safety equipment and belts. Any and all damage resulting from tampering with the Safety Switches on oil pressure, water temperature, and pump discharge will be the sole responsibility of the RENTEE. RENTEE shall pay for all service calls and all repairs shall be based upon RENTOR's current retail prices. For any EQUIPMENT, the rental charges of which is based on the reading of hour meters, if the hour meter is stopped as a result of damage or misuse, the EQUIPMENT, for purposes of rental charges, shall be deemed to have been used for 24 hours for each day the RENTEE has possession of such EQUIPMENT until such hour meter is repaired. Such deemed usage shall be prorated to the hour on the day the hour meter is repaired or EQUIPMENT is returned to RENTOR.

14. RENTEE shall keep EQUIPMENT insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by RENTOR and shall carry public liability and property damage insurance covering EQUIPMENT. All such insurance shall be in form and amount and with companies approved by RENTOR, and shall name RENTOR as an additional insured. RENTEE shall pay the premiums therefor and upon written request from RENTOR provide RENTOR with certificates of insurance. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished RENTOR, that it will give RENTOR thirty (30) days written notice before the policy in question shall be altered or cancelled. Proceeds of such insurance, at the option of RENTOR, shall be applied (a) towards the replacement, restoration, or repair of EQUIPMENT or (b) towards payment of the obligations of RENTEE hereunder.

15. RENTEE has NO OPTION to buy EQUIPMENT unless such option is specifically set forth in the rental invoice.

16. EQUIPMENT shall remain personal property and shall at no time be considered fixtures of the real property where EQUIPMENT is located or being used.

17. Rent payments made hereunder are for the use of EQUIPMENT and RENTEE is not acquiring any interest or equity in EQUIPMENT.

18. RENTEE SHALL NOT SELL, LEASE, SUBRENT, PLEDGE, LOAN, ENCUMBER OR PART WITH THE POSSESSION OF EQUIPMENT OR SUFFER ANY CLAIMS OR ENCUMBRANCES OF ANY KIND TO BE PLACED THEREON, FURTHER, RENTEE SHALL NOT ASSIGN OR OTHERWISE TRANSFER ITS INTEREST IN THIS AGREEMENT.

19. RENTOR or its authorized agent or agents shall have the right to enter upon the location where EQUIPMENT is located for the purposes of inspecting the same.

20. RENTEE shall be in default under this Rental Agreement upon the happening of any of the following events or conditions (herein called "event of default"): (a) RENTEE's failure to make any payment of rent or any other payment hereunder after the same is due and payable; (b) RENTEE's failure to perform or observe any other covenant or condition to be performed or observed on its part under this Rental Agreement; (c) any representation made or furnished RENTOR under this Rental Agreement, the credit application or any other document provided by RENTEE to RENTOR proves to have been false in any material respect when made or furnished (d) RENTEE's assignment for the benefit of creditors, bankruptcy, arrangement, reorganization, liquidation, receivership, or commencement of dissolution proceedings.

21. Upon the occurrance of any event of default, RENTOR may, at its option, exercise one or more of the following remedies: (a) Terminate the rental period without prejudice to any other remedies hereunder; (b) cause RENTEE, at its expense, to promptly clean any and all EQUIPMENT and return such EQUIPMENT to RENTOR; (c) enter upon the premises where the EQUIPMENT is located, and without notice to RENTEE, and with or without legal process, take possession of EQUIPMENT without liability to RENTOR, and without such action constituting a termination of the rental period unless RENTOR notifies RENTEE in writing to such effect; and/or (d) proceed by appropriate action either at law or in equity to enforce performance by RENTEE of the applicable covenants of the Rental Agreement or to recover damages for the breach thereof. In addition to all unpaid rents owing for EQUIPMENT through the last day of the month in which EQUIPMENT is picked up, or the return thereof is accepted by RENTOR, RENTOR shall be entitled to recover as damages, all liabilities, attorneys' fees and costs described in Paragraphs 8 and 9 of this Agreement, an amount equal to the replacement cost of EQUIPMENT which RENTEE fails to return to RENTOR, or which RENTOR is unable to repossess, and all other amounts then payable by RENTEE to RENTOR hereunder. None of the remedies described herein are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to RENTOR in law or in equity.

22. Upon default by, including the insolvency of the RENTEE, and upon request by RENTOR, RENTEE shall assemble the EQUIPMENT and make it available to RENTOR at a place designated by RENTOR and reasonably convenient to both parties.

23. Should either party hereto default in any of the covenants or agreements contained herein, the defaulting party shall pay all damages, costs and expenses including, without limitation, attorney and accounting fees reasonably incurred by the other party by reason of such default with or without litigation.

24. It is hereby agreed that the agreement between parties consists of this Rental Agreement, all invoices, and all exhibits, addenda and subsequent modifications of the foregoing, including, but not limited to, any Special Conditions, executed by RENTOR and RENTEE attached hereto. These documents are as fully part of this agreement as if attached to this agreement or repeated herein. In the event of any inconsistency between the terms of this Rental Agreement and any of the aforementioned documents, the terms of this Rental Agreement shall prevail. This agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

25. This Agreement, and all actions taken hereunder, shall be governed by the laws of the State of California. The forum and venue for all actions, whether judicial or administrative, at law or in equity, shall be Kern County, California.

location of such EQUIPMENT in accordance with paragraph 4 hereof and convenient for pick up by RENTOR. In the event RENTEE fails to do this, RENTOR may accumulate and stack EQUIPMENT and RENTEE shall reimburse RENTOR its reasonable labor charges within thirty (30) days from date of billing. RENTEE shall bear all risk of loss or damage to EQUIPMENT until it is picked up by, or placed in the actual possession of, RENTOR.

CONTINUED ON REVERSE SIDE

This agreement shall be of no force or effect unless and until RENTOR has approved RENTEE's Credit Application, or until RENTOR has livered equipment to RENTEE hereunder, whichever occurs earlier.

Rentee has read and understands each of the provisions of this Rental Agreement, including the provisions set forth on the reverse side hereof, and agrees to do the same.

THIS AGREEMENT is being signed this 3rd day of October, 19 96.

RENTOR
RAIN FOR RENT

BY _____

Branch _____

Jennifer Day Grant Environmental, Inc.
Rentee

President

Secretary

PURCHASE ORDER

HIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

Service Santiation

Attn: Terry

219 949 1008 fax

PHONE: 1-800-909-5646

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	2		Porta Potty month	150.00	
			Pickup/Del	60.00	
	1		Handwash Station month	90.00	
			Clean once/week		
			Delivery to 316 Illinois St.		
			Chicago, IL		
			Delivery Date is 10-15		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 10-15-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-1-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
EQUESTED BY: Jennifer Day	
UTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.002

VENDOR:

Tennant
630 Supreme Drive

Bensenville, IL 60106-0590
Attn: Tim Shanahan

PHONE: 630-595-5635, 800-553-8033 [redacted]

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	1		Rental Sweeper	$160/day	
			22 days per month - lease month to month		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 11-19-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 11-19-96	
PURCHASE ORDER NO.: 5055.002	
PROJECT / TASK NO: 5055.002	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

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SUBCONTRACT SERVICES AGREEMENT

GRANT ENVIRONMENTAL, INC. (GRANT)
(CONTRACTOR)

Instructions to SUBCONTRACTOR

GRANT Agreement and Job Number must appear on all correspondence and invoices.

GRANT Agreement No SG962043
Date: November 5, 1996
Job No.: 5055
Page 1 of 4
(Page 2 is Subcontract Terms)

SUBCONTRACTOR

Testing Service Corporation
457 E. Gunderson Drive
Carol Stream, IL 60188-2492
Attn: Mr. Allen L. DuBose

Mail Invoices To:

Grant Environmental, Inc.
12150 E. Briarwood Avenue, Suite 200
Englewood, Colorado 80112
(303) 790-7400

1. SCOPE OF WORK:

Provide construction materials and engineering services according to attached November 5, 1996 correspondence.

2. CONTRACT PRICE:

According to attached October 3, 1996 TSC Schedule of Charges.

3. SPECIAL PROVISIONS:

According to attached November 5, 1996 correspondence and attachments.

4. DOCUMENTS INCORPORATED:

- November 5, 1996 correspondence.
- October 3, 1996 Schedule of Charges.
- Section 0200 for CQAP.

Acceptance of this Subcontract Services Agreement signifies SUBCONTRACTOR acceptance of the terms above, the provisions on the reverse side of this form, and the documents incorporated by reference in Item 4 above.

SUBCONTRACTOR: Testing Service Corporation
By: Bruce R. Poynor
Bruce R. Poynor
Title: Vice President

CONTRACTOR: Grant Environmental, Inc.
By: Jennifer Day
Title: Project Manager.

Revised November 10, 1995

SUBCONTRACT TERMS

COMPENSATION: SUBCONTRACTOR shall be compensated in accordance with the specified Contract Price. SUBCONTRACTOR shall submit invoices to GRANT at one month intervals for all compensation earned and expenses incurred during each preceding one month period. Invoices must be accompanied by fully substantiated supporting documents. GRANT shall pay SUBCONTRACTOR for each approved invoice within 15 days after GRANT ·ives payment therefore from the Owner or other person obligated to make payment to GRANT. Such payment shall be an absolute condition to CONTRACTOR'S right to receive payment on its invoices.

AGREEMENT: This SUBCONTRACTOR AGREEMENT, together with all Exhibits incorporated herein by reference, constitutes the entire Agreement between the parties hereto, and there are no terms, conditions or provisions, either oral or written, between the parties hereto other than those herein contained. Amendments, Modifications and Supplements to this Agreement shall be in writing and shall, when acceptable to both parties, be signed by both parties, whereupon they shall become effective.

HOLD HARMLESS: SUBCONTRACTOR shall be fully liable for the acts of its employees and agents whether or not it authorized performance of the acts giving rise to said liability. SUBCONTRACTOR agrees to indemnify and save GRANT, its employees, officers, and directors harmless from all liability for damage to persons or property or contractors, laborers, suppliers, subcontractors, and all other persons, firms, or corporations, arising out of or because of the work covered by this SUBCONTRACTOR AGREEMENT or the special and general provisions and amendments hereto, including, but not limited to any liability for Federal or State withholding taxes, FICA, or FUTA taxes or unemployment compensation taxes, together with any and all attorneys' fees and costs incurred by GRANT on account thereof regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited by any limitation on the amount of type of damages, compensation, or benefits payable by or for the SUBCONTRACTOR under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INSURANCE: Prior to commencing the Work hereunder and continuing until the Work has been completely performed, SUBCONTRACTOR agrees to purchase and maintain upon all of its operations hereunder, in its own name, insurance in the following types and amounts:

A. Statutory Workman's Compensation insurance including Employers' Liability Insurance with limits of at least $100,000 for any one accident.

B. Comprehensive General Liability, including Contractual Liability and Explosion, Collapse and Underground, with limits of liability of at least: Bodily Injury: $500,000 per person; $500,000 each occurrence and Property Damage: $100,000 per occurrence.

C. Comprehensive Automobile Liability, including leased and non-owned vehicles with limits of liability of at least: Bodily Injury: $250,000 per person, $500,000 each occurrence; and Property Damage: $250,000 per occurrence.

INDEPENDENT CONTRACTOR: SUBCONTRACTOR is an independent contractor, and the detailed manner and method of performing the Work are under the sole control of SUBCONTRACTOR.

CANCELLATION: GRANT may cancel this SUBCONTRACTOR AGREEMENT at any time and pay the agreed-upon price for the proportionate part of the material, labor, and equipment previously delivered or performed, but SUBCONTRACTOR shall not be liable for any claims for anticipated profits or for incidental or consequential damages.

:NS: SUBCONTRACTOR will pay and satisfy all claims for labor and material employed or used in or with the Work hereunder and agrees to indemnify and save GRANT harmless from all liens of any kind, and SUBCONTRACTOR will furnish GRANT, at GRANT's request, proof that there are no unsatisfied liens, debts or encumbrances. In the event a lien should attach, GRANT, without prejudice to its rights under this paragraph, shall have the right to take all steps necessary to remove such lien, including payment of the underlying debt.

DATA RIGHTS: All drawings, surveys and data recorded by SUBCONTRACTOR pursuant to the performance of the Work shall be the exclusive property of GRANT and no additional copies shall be made for anyone or retained by SUBCONTRACTOR. All such material shall be delivered to GRANT upon completion of this SUBCONTRACTOR AGREEMENT, or before upon demand by GRANT.

TIME: Time is of the essence, and SUBCONTRACTOR shall diligently pursue the performance of the Work undertaken and complete this Work within the time limits specified in the Project Schedule attached hereto and made a part hereof. If, in GRANT's exclusive opinion, SUBCONTRACTOR is not diligently proceeding, GRANT shall have the immediate right to complete the Work itself, or have another subcontractor complete the Work, and GRANT shall have such right without prejudice to any other rights it may have against SUBCONTRACTOR.

WORK RULES: SUBCONTRACTOR shall clear away all tools, machinery, debris, rubbish and any and all other materials and items which may be lying on or about the site of the work, and shall do everything necessary to finish the Work in a complete and workmanlike manner, both in appearance and in fact, and to notify GRANT within three (3) days in writing of any accident.

LAWS: SUBCONTRACTOR will comply with all applicable Federal, State and local laws and regulations, and shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the performance of this SUBCONTRACTOR AGREEMENT.

ASSIGNMENT: SUBCONTRACTOR agrees not to assign this Agreement or any amounts due or to become due under this Agreement without the written consent of GRANT. SUBCONTRACTOR agrees not to subcontract the whole or any portion of the Work without the prior written consent of GRANT.

WARRANTS AND GUARANTEES: SUBCONTRACTOR guarantees and warrants the Work performed hereunder, together with all materials and supplies furnished by SUBCONTRACTOR, to be free from any and all defects, and such warranty shall continue for a period of one (1) year from date of final acceptance thereof by GRANT. SUBCONTRACTOR agrees to defend and save GRANT harmless from any and all damages, costs and expenses by reason of claims or suits for infringement, resulting from or alleged to result from the Work.

SUBCONTRACTOR warrants that he possesses the skill and equipment to perform the work described in the Scope of Work, and that he is familiar with the site and the conditions that may be encountered during the course of the work.

ICONTRACTOR has inspected the site of the work, obtained a sufficient knowledge of existing conditions which affect this work, and has correlated his ·ervation with the requirements of the Contract Documents.

APPLICABLE LAW: This SUBCONTRACTOR AGREEMENT shall be deemed executed in the State of Colorado, and any question as to the meaning, interpretation or application thereof shall be controlled by the laws of Colorado.

By: _____ (SUBCONTRACTOR)

By: _____ (GRANT)

TSC
TESTING SERVICE CORPORATION

Geotechnical Engineering
Environmental Services
Construction Materials Engineering & Testing
Laboratory Testing of Soils & Materials
Subsurface Exploration

Carol Stream, Illinois

November 15, 1996

Mr. Tim Redmond
Grant Environmental
12150 East Briarwood Avenue, Suite 200
Englewood, Colorado 80112

RE: L - 41,163
Lindsay Light Project
Chicago, Illinois
Grant Job No. 5055

Dear Mr. Redmond:

Testing Service Corporation (TSC) is pleased to submit this Subcontract Service Agreement to Provide Construction Materials Engineering Services No. SG962043 for the above referenced project. TSC has received information regarding this project from Grant Correspondence No. 5055.003 and subsequent telephone conversations with yourself, Mr. Bill Gowey and Ms. Jennifer Day. Included with this correspondence are the signed copies of the Subcontractor Services Agreement and TSC's revised Schedule of Charges. A certificate of insurance will be issued under separate cover.

It is TSC's understanding that the work will consist of providing a construction materials engineering technician to perform compaction and moisture content tests using a nuclear moisture/density gauge on backfill soils at the site. The CME technicians will have the required 40-hour OSHA training as set forth in 29 CFR 1910.120. TSC is submitting documentation for two technicians (a primary technician and backup). Copies of the 40-hour OSHA training and 8-hour OSHA refresher certificates for the proposed CME technicians (enclosed) were faxed to Mr. Bill Gowey on November 14, 1996. In addition, the technicians will attend an 8-hour radioactive training class in West Chicago, Illinois. TSC will provide Grant Environmental with the results of a drug screen for the technicians.

TSC's original Schedule of Charges dated October 3, 1996 was submitted prior to receiving information regarding the 40-hour OSHA training requirement for this project. TSC's standard rate for technicians with the 40-hour OSHA training is $45.00 per hour instead of the $35.75 per hour listed as Item IA in the Schedule of Charges. Mr. Bruce Poynor discussed this situation with Ms. Jennifer Day in a telephone conversation on November 14, 1996. The basic hourly rate for an engineering technician was agreed to be $40.00 per hour. No other changes were made to the Schedule of Charges. It was also agreed that TSC would be compensated for the technician time required to attend the 8-hour radioactive training program in West Chicago, Illinois. TSC will invoice the cost of the drug screen at cost.

CAROL STREAM, IL 60188-2492
457 E. GUNDERSEN DRIVE
(630) 653-3920
FAX (630) 653-2726

BLOOMINGTON, IL 61704-8141
2911 GILL STREET, SUITE A1
(309) 662-2215
FAX (309) 662-2138

CARY, IL 60013-2978
209 CLEVELAND STREET, UNIT C
(847) 516-0505
FAX (847) 516-0527

GURNEE, IL 60031-5906
401 RIVERSIDE DRIVE, UNIT 10
(847) 249-6040
FAX (847) 249-6042

TINLEY PARK, IL 60477-1755
16646 S. OAK PARK AVENUE
(708) 429-2080
FAX (708) 429-2144

As previously indicated in the Schedule of Charges, supervision of the testing and reporting will be invoiced at the Graduate Engineer Rate. A cumulative report will be issued on at the completion of the project. Invoices will be issued monthly, subsequent to the reporting period.

We appreciate the opportunity to be of service on this project. Please call if ther are any questions.

Respectfully Submitted,

TESTING SERVICE CORPORATION

Bruce R. Poynor
Vice President

Prepared by,

Dave Hurst
Section Manager

BRP:DH:sw

Enc.: Subcontractor Service Agreement
Schedule of Charges

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

A.	Construction Materials Engineering (CME) Technician Note: Rate change from $35.75 per hour to $40.00 per hour based on the November 14, 1996 telephone conversation between Mr. Bruce Poynor and Ms. Jennifer Day.	Per Hour:	$	40.00
B.	Caisson/Mass Grading Technician	Per Hour:	$	37.50
C.	Structural Steel Level II Technician	Per Hour:	$	42.00
D.	Transportation, Light Vehicle	Per Mile:	$	0.40

The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.3 for over 8.0 hours per day, Saturday and/or Sunday work. Holiday work is 1.5 times standard rate. The minimum trip charge is three (3) hours.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

E.	Use of Nuclear Moisture/Density Gauge	Per Day:	$	35.00
F.	Pickup Concrete Test Samples	Per Trip:	$	37.50
G.	Structural Steel Test Equipment			
	1. Ultrasonic Flaw Detector	Per Day:	$	50.00
	2. Magnetic Particle Yoke	Per Day:	$	35.00
H.	Fire-Proofing			
	1. Cohesion Test Supplies	Per Day:	$	50.00
	2. Density Test	Each:	$	30.00

ITEM II LABORATORY SERVICES

A. Soils

1. Compaction Curve to establish the maximum dry unit weight and optimum water content			
a. Modified (AASHTO T180, ASTM D1557)	Each:	$	130.00
b. Standard(AASHTO T99, ASTM D698)	Each:	$	110.00
c. Add for Methods B, C, or D	Each:	$	15.00
2. Thin-Walled Tube Samples			
a. Combined Water Content & Dry Unit Weight Determination	Each:	$	11.50
b. Unconfined Compressive Strength	Each:	$	11.00

B. Portland Cement Concrete/Aggregates

1. Concrete Cylinders			
a. Compressive Strength	Each:	$	9.25
b. Spares/Handling Charge	Each:	$	9.25
c. Trim End of Specimen When Necessary	Each:	$	15.00
2. Mortar Cubes			
a. Compressive Strength	Each:	$	9.25
b. 2" Cube Mold	Per Day:	$	6.50
3. Evaluation of Mortars for Plain & Reinforced Masonry			
a. Pre-Construction	Each:	$	300.00
b. Cement/Aggregate Ratio	Each:	$	50.00
4. Block Prisms Each:		$	30.00
5. Sieve Analysis			
a. Washed w/200 sieve	Each:	$	55.00
b. Unwashed Each:		$	40.00

C. Bituminous Concrete

1. Extraction Analysis	Each:	$	95.00
2. Stability, Flow and Bulk Density (Marshall Method)			
a. Set of 3 Specimens	Per Test:	$	125.00
b. With Percent Voids & Theoretical Maximum Density	Add:	$	50.00
3. Density of Core Specimen	Each:	$	20.00

ITEM III CONSULTATION AND REPORT PREPARATION

A.	Dr. Lawrence A. DuBose, P.E., S.E.	Per Hour:	$ 125.00
B.	Registered Professional Engineer, Principal	Per Hour:	$ 95.00
C.	Registered Professional Engineer	Per Hour:	$ 80.00
D.	Graduate Civil Engineer	Per Hour:	$ 70.00
E.	Transportation		
	1. Light Vehicle Per Mile:		$ 0.40
	2. Public Transportation		Cost + 10%

The above rates are valid through March 31, 1997

5055 JRD

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 11/15/96

PRODUCER

`ssurance Agency, Ltd.(3-J Co)
114 No. Arlington Heights Rd.
Arlington Heights,
IL 60004
847-392-3922

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

COMPANIES AFFORDING COVERAGE

COMPANY A St. Paul Insurance Co.

COMPANY B Argonaut Great Central

COMPANY C

COMPANY D

INSURED

Testing Service Corporation
457 East Gundersen Drive
Carol Stream,, IL 60188

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO AL_ THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
A	[X] COMMERCIAL GENERAL LIABILITY	CK01202064	3/31/96	3/31/97	GENERAL AGGREGATE	$ 2000000
	[ ] CLAIMS MADE [X] OCCUR				PRODUCTS-COMP/OP AGG	$ 2000000
	OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	$ 1000000
					EACH OCCURRENCE	$ 1000000
					FIRE DAMAGE (Any one fire)	$ 100000
					MED EXP (Any one person)	$ 5000
	AUTOMOBILE LIABILITY					
A	[X] ANY AUTO	CK01202064	3/31/96	3/31/97	COMBINED SINGLE LIMIT	$ 1000000
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
	[X] NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$ 5000000
A	[X] UMBRELLA FORM	CK01202064	3/31/96	3/31/97	AGGREGATE	$ 5000000
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[X] STATUTORY LIMITS	
B	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL	WC0300780	3/31/96	3/31/97	EACH ACCIDENT	$ 500000
					DISEASE - POLICY LIMIT	$ 500000
					DISEASE - EACH EMPLOYEE	$ 500000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project: Lindsay Light Project, Chicago, IL.
TSC L-41,163

CERTIFICATE HOLDER

Grant Environmental
12150 E. Briarwood Avenue
Suite 200
Englewood, Colorado 80112
ATTN: Tim Redmond

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: 000736000

ASSURANCE AGENCY, LTD.

© ACORD CORPORATION 1993

SOS FM.

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CB
TESTI-1

DATE (MM/DD/YY) 11/15/96

PRODUCER

AVA Insurance Agency, Inc.
[illegible] Tower Lane, Suite 1440
[illegible]rook Terrace IL 60181-4628

Rebecca L. Fitzjarrald
Phone No. 630-571-4500 Fax No. 630-571-4518

NOV 21 1996

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

COMPANIES AFFORDING COVERAGE

COMPANY A	SECURITY INS. CO. OF HARTFORD
COMPANY B	
COMPANY C	
COMPANY D	

INSURED

TESTING SERVICE CORPORATION
MR. MIKE GEROULIS
457 EAST GUNDERSEN
CAROL STREAM IL 60188

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					
A	PROFESSIONAL LIABILITY	PL700417	01/01/96	01/01/97	EA. CLAIM	$ 1,000,000
					ANNL AGGR	$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: LINDSAY LIGHT PROJECT
CHICAGO, ILLINOIS
L-41,163

CERTIFICATE HOLDER

GRANT-3

GRANT ENVIRONMENTAL
ATTN: MR. TIM REDMOND
12150 E BRIARWOOD AVE, STE 200
ENGLEWOOD CO 80112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Albert Voirin

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

CSR DV TESTI-1

DATE (MM/DD/YY) 12/17/96

PRODUCER

AVA Insurance Agency, Inc.
One Tower Lane, Suite 1440
Oakbrook Terrace IL 60181-4628

Jacca L. Fitzjarrald
Phone No. 630-571-4500 Fax No. 630-571-4518

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

COMPANIES AFFORDING COVERAGE

COMPANY A: SECURITY INS. CO. OF HARTFORD

COMPANY B:

COMPANY C:

COMPANY D:

INSURED

TESTING SERVICE CORPORATION
MR. MIKE GEROULIS
457 EAST GUNDERSEN
CAROL STREAM IL 60188

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
A	OTHER PROFESSIONAL LIABILITY	PL700631	01/01/97	01/01/98	EA. CLAIM ANNL AGGR	$ 1,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: LINDSAY LIGHT PROJECT
CHICAGO, ILLINOIS
L-41,163

CERTIFICATE HOLDER

GRANT-3

GRANT ENVIRONMENTAL
ATTN: MR. TIM REDMOND
12150 E BRIARWOOD AVE, STE 200
ENGLEWOOD CO 80112

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Albert Voirin

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ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 3/31/97

PRODUCER

Assurance Agency, Ltd.(3-J Co)
114 No. Arlington Heights Rd.
Arlington Heights,
IL 60004
847-392-3922

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COMPANIES AFFORDING COVERAGE

COMPANY A St. Paul Insurance Co.

COMPANY B Argonaut Great Central

COMPANY C

COMPANY D

INSURED

Testing Service Corporation
457 East Gundersen Drive
Carol Stream,, IL 60188

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT	CK01202212	3/31/97	3/31/98	GENERAL AGGREGATE	$	2000000
					PRODUCTS-COMP/OP AGG	$	2000000
					PERSONAL & ADV INJURY	$	1000000
					EACH OCCURRENCE	$	1000000
					FIRE DAMAGE (Any one fire)	$	100000
					MED EXP (Any one person)	$	5000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CK01202212	3/31/97	3/31/98	COMBINED SINGLE LIMIT	$	1000000
					BODILY INJURY (Per person)	$	
					BODILY INJURY (Per accident)	$	
					PROPERTY DAMAGE	$	
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$	
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	$	
					AGGREGATE	$	
A	**EXCESS LIABILITY** [X] UMBRELLA FORM OTHER THAN UMBRELLA FORM	CK01202212	3/31/97	3/31/98	EACH OCCURRENCE	$	5000000
					AGGREGATE	$	5000000
						$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL	WC0300780	3/31/97	3/31/98	STATUTORY LIMITS		
					EACH ACCIDENT	$	1000000
					DISEASE - POLICY LIMIT	$	1000000
					DISEASE - EACH EMPLOYEE	$	1000000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project: Lindsay Light Project, Chicago, IL.
TSC L-41,163

CERTIFICATE HOLDER

Grant Environmental
12150 E. Briarwood Avenue
Suite 200
Englewood, Colorado 80112
ATTN: Tim Redmond

CANCELLATION

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AUTHORIZED REPRESENTATIVE

000736000

© ACORD CORPORATION 1993

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

Thoesen Tractor and Equipment Co, Inc.
3142 Lincoln Highway
Lynwood, IL 60411-7728
Attn: Mike O'Keefe

PHONE: 708-758-2060 708-758-8369 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			See Attached		
			Delivery on 10-14-96		
			Excavator, Dozer, Dump Truck		
			Asphalt saw, Dewater pump, Steam Cleaner		
			Will notify when other equipment		
			is necessary		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 10-14-96 to 11-11-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-1-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

THOESEN TRACTOR & EQUIPMENT CO., INC.

3142 Lincoln Highway
Lynwood, IL 60411-7728

THOESEN RENTS

Phone (708) 758-2060
FAX (708) 758-8369

RENTAL QUOTATION

CUSTOMER: Grant Environmental
PROJECT: Navy Pier Parking Lot
LOCATION: Chicago, IL
CONTACT: Jennifer Day
DATE: 9-19-96

Description	Weekly Rate 40 Hours	Monthly Rate 176 Hours	Special Notes
1 - Caterpillar 416 Backhoe Loader 62 hp, 14,000 lbs, Extendahoe	$ 750.00	Cancel $ 2,250.00	Start up date approx 10-15-96 Hauling $65.00/hr
1 - Hitachi EX300 Track Excavator 208 hp, 67,000 lbs, 2 cy bucket	$ 2,670.00	$ 8,000.00	Start up date approx 10-15-96 Hauling $75.00/hr plus permits
1 - Caterpillar D3C Track Dozer 65 hp, 15,000 lbs	$ 760.00	$ 2,300.00	Start up date approx 10-15-96 Hauling $65.00/hr
1 - Bomag BW172D 66" Smooth Drum Roller 70 hp, 13,000 lbs, 26,200 lbs centrifugal force	Hold $ 1,000.00	$ 3,000.00	Start up date approx 10-15-96 Hauling $65.00/hr hold until further notice
1 - Bomag BW172PD 66" Sheepfoot Drum Roller 70 hp, 13,300 lbs 26,200 lbs centrifugal force	Hold $ 1,100.00	$ 3,300.00	Start up date Approx 11-11-96 Hauling $65.00/hr
1 - DDT 414B Articulated Truck 126 hp, 20,000 lbs, 14 ton capacity	$77.00 per hour - pay only for hours used		Hauling $65.00/hr

Limited to availability. Hauling is not included in rate, but is available. Insurance is mandatory.

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 01/24/97

PRODUCER
Saylor & Hill Co.
1939 Harrison St.
Oakland CA 94612
510-273-8888

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

COMPANIES AFFORDING COVERAGE

COMPANY A Federal Insurance Company (CHUBB)

INSURED
SCIENTECH, INC.
& GRANT ENVIRONMENTAL
1690 International Way
IDaho Falls ID 83402

COMPANY B Pacific Indemnity Insurance Co. (CHUBB)

COMPANY C

COMPANY D

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	3532-59-61	11/09/96	11/09/97	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ INCLUDED
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ INCLUDED
					MED EXP (Any one person)	$ 10,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL	71630738	07/18/96	07/01/97	X STATUTORY LIMITS	
					EACH ACCIDENT	$ 500,000
					DISEASE - POLICY LIMIT	$ 500,000
					DISEASE - EACH EMPLOYEE	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Job - 321 E. Grand, Chicago Illinois
Leased equipment - ITC PM501C Hydraulic Breaker,
Serial Number 41203 Unit #G1.

Thoesen Equipment, Inc. is included as an additional insured and loss payee.

CERTIFICATE HOLDER

Thoesen Tractor & Equipment Co., Inc.
3142 Lincoln Highway
Lynwood IL 60411

Attention: Mike Okeefe

CANCELLATION

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AUTHORIZED REPRESENTATIVE

RENTAL AGREEMENT

2591

LESSEE: Grant Environmental
12150 E. Briarwood Ave Suite 200
Englewood, CO 80112

Date 6-13-97

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-790-6993

LEASED EQUIPMENT: 1990 Hitachi EX270LC Excavator S/N 158-6336 Unit # G34
48" bucket Unit # G36

RENTAL RATES: Monthly 4,750.00 Weekly 1,585.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental period.

RETAIL VALUE OF EQUIPMENT: $ 95,000.00

HOUR METER READING: Start 5283 Date 6-13-97 Return _____ Date _____

JOB LOCATION 321 E. Grand Ave. Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

incurred to that date plus an amount equal to the weekly rental of said equipment and full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

ESSEE:

Signature	Print Name	Home Address	Social Security No.
X) Jennifer Day FOR			
X) Defrant Environmental, Inc.			

HOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

Signature	Print Name
X) Mike O'Keefe	Mike O'Keefe

ate 6-13-97

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional ental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or xemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, ght to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) [signature] FOR			
(X) Grant Environmental, Inc.			

Date 6/13/97

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental
12150 E. Briarwood Ave Ste 200
Englewood, CO 80112

Date 1-22-97

Customer P.O. 5055

Phone: 303-790-7400 Fax 303-799-6993

LEASED EQUIPMENT: ITC PM501C Hydraulic Breaker S/N 41203 Unit # G1

RENTAL RATES: Monthly 4,250.00 Weekly 1,400.00 Daily 1,000.00

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 27,000.00

HOUR METER READING: Start _____ Date 1-15-97 Return _____ Date _____

JOB LOCATION 321 E. Grand
Chicago, IL

Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

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7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

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9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

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15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Giant Environmental, Inc. By: [signature]	Jennifer Day		
(X)				

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

D: 1-22-97

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature Print Name

Grant Environmental, Inc.

(X) By [illegible]

(X)

Dated: 1/23/97

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ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 11/01/96

PRODUCER
Saylor & Hill Co.
1939 Harrison St.
Oakland CA 94612
510-273-8888

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

COMPANIES AFFORDING COVERAGE

COMPANY A Federal Insurance Company (CHUBB)

COMPANY B Pacific Indemnity Insurance Co. (CHUBB)

COMPANY C

COMPANY D

INSURED
SCIENTECH, INC.
& GRANT ENVIRONMENTAL
1690 International Way
IDaho Falls ID 83402

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	3532-59-61	11/09/95	11/09/96	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ INCLUDED
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ INCLUDED
					MED EXP (Any one person)	$ 10,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL	71630738	07/18/96	07/01/97	X STATUTORY LIMITS	
					EACH ACCIDENT	$ 500,000
					DISEASE - POLICY LIMIT	$ 500,000
					DISEASE - EACH EMPLOYEE	$ 500,000
A	OTHER EQUIPMENT TRANSIT LOSS OF USE	3532-59-61	11/09/95	11/09/96	EQUIPMENT LIMIT: (INCLUDING TRANSIT)	$95,0000
					LOSS OF USE LIMIT:	15,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Thoesen Equipment Company, Inc. is included as an Additional Insured and Loss Payee as respects leased equipment. 1991 Hitachi EX200LCK Exc, Serial #148-55080, Unit #E45 and Unit #E67, 48 inch Bucket with flat edge to be used at jobsite 321 E. Grand, Chicago, IL from October 31, 1996 to January 31, 1997.

CERTIFICATE HOLDER

Thoesen Tractor & Equipment Co., Inc.
31412 Lincoln Hwy
Lynwood IL 60411

Attention: Mike O'Keefe

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental
12150 E. Briarwood Ave. Suite 200
Englewood, CO 80112

Date 10-31-96

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-790-6993

LEASED EQUIPMENT: 1991 Hitachi EX200LCK Exc S/N 148-55080 Unit # E45
48" Bucket w/flat edge Unit # E67

RENTAL RATES: Monthly 4,750.00 Weekly 1,585.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 95,000.00

HOUR METER READING: Start 3688 Date 10-31-96 Return _____ Date _____

JOB LOCATION 321 E. Grand
Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overt me rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

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4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

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13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

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16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

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LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day	Jennifer Day		
(X)	Vernant Environmental			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

Date: 10-31-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) [illegible]	[illegible]		
(X) [illegible]			

Dated: [illegible]

RENTAL AGREEMENT

2591

LESSEE: Grant Environmental

12150 E. Briarwood Ave. Suite 200

Englewood, CO 80112

Phone: 303-790-7400 Fax: 303-799-6993

Date 12-6-96

Customer P.O. 5055

LEASED EQUIPMENT: 1991 Hitachi EX200LCK-2 Excavator S/N 148-55080 Unit # E4

RENTAL RATES: Monthly 4,750.00 Weekly 1,585.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 95,000.00

HOUR METER READING: Start 3760 Date 12-7-96 Return _____ Date _____

JOB LOCATION 321 E. Grand
Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be borne by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

TT-107

12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day for	Jennifer Day		
(X)	Grant Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

Date: 12-6-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day	Jennifer Day		
(X) Grant Environmental, Inc.			

Dated: 12/6/96

2

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 04/08/97

PRODUCER
Saylor & Hill Co.
1939 Harrison St.
Oakland CA 94612
510-273-8888

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

COMPANIES AFFORDING COVERAGE

COMPANY A Federal Insurance Company (CHUBB)

INSURED
SCIENTECH, INC.
& GRANT ENVIRONMENTAL
1690 International Way
IDaho Falls ID 83402

COMPANY B Pacific Indemnity Insurance Co. (CHUBB)

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	3532-59-61	11/09/95	11/09/96	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ INCLUDED
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ INCLUDED
					MED EXP (Any one person)	$ 10,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL	71630738	07/18/96	07/01/97	X STATUTORY LIMITS	
					EACH ACCIDENT	$ 500,000
					DISEASE - POLICY LIMIT	$ 500,000
					DISEASE - EACH EMPLOYEE	$ 500,000
A	OTHER TRANSIT LOSS OF USE	3532-59-61	11/09/95	11/09/96	TRANSIT LIMIT: LOSS OF USE LIMIT:	$169,000 $ 20,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Thoesen Equipment Company, Inc. is included as an Additional Insured and Loss Payee as respects leased equipment. to be used at jobsite 321 E. Grand, Chicago, IL.
DDT 4148 Articulated Truck, S/N 2419/96/0001,Unit #04.

CERTIFICATE HOLDER

Thoesen Tractor and Equipment Company, Inc.
3142 Lincoln Highway
Lynwood IL 60411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental
12150 E. Briarwood Ave Suite 200
Englewood, CO 80112

Date 4-7-97

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 1996 DDT 414B Articulated Truck S/N 2419/96/0001 Unit # G4

RENTAL RATES: Monthly 5,500.00 Weekly 1,835.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 169,000.00

HOUR METER READING: Start 422 Date 4-7-97 Return _____ Date _____

JOB LOCATION 321 E. Grand
Chicago, IL

Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO , INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day			
(X) Grant Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

Signature	Print Name
(X) Mike O'Keefe	Mike O'Keefe

Dated: 4-7-97

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day			
(X) Grant Environmental, Inc.			

Dated: 4/5/97

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 12/13/96

PRODUCER
Saylor & Hill Co.
1939 Harrison St.
Oakland CA 94612
510-273-8888

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

COMPANIES AFFORDING COVERAGE

COMPANY A Federal Insurance Company (CHUBB)

COMPANY B Pacific Indemnity Insurance Co. (CHUBB)

COMPANY C

COMPANY D

INSURED
SCIENTECH, INC.
& GRANT ENVIRONMENTAL
1690 International Way
IDaho Falls ID 83402

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	3532-59-61	11/09/96	11/09/97	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ INCLUDED
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ INCLUDED
					MED EXP (Any one person)	$ 10,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL	71630738	07/18/96	07/01/97	X STATUTORY LIMITS	
					EACH ACCIDENT	$ 500,000
					DISEASE - POLICY LIMIT	$ 500,000
					DISEASE - EACH EMPLOYEE	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Leased equipment - 2,000 Road Barricades - 5-8 x 3-1/2
Value $1,000 and 1990 Bomag Bw172D Compactor

S/N 101520110850 Unite #F32, Value: $43,000.
Thoesen Equipment Company is included as Loss Payee and Additional Insured.

CERTIFICATE HOLDER

Thoesen Tractor & Equipment Co., Inc.
3142 Lincoln Highway
Lynwood IL 60411

Attn: Mike O'Keefe

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental, Inc.
12150 E. Briarwood Ave. Suite 200
Englewood, CO 80112

Date 11-22-96

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 5 8' x 3½' 2,000 pound Road Barricades

RENTAL RATES: Monthly 250.00 Weekly _____ Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental perelod.

RETAIL VALUE OF EQUIPMENT: $ 1,000.00

HOUR METER READING: Start _____ Date 11-21-96 Return _____ Date _____

JOB LOCATION 321 E. Grand
Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day For	Jennifer Day		
(X)	Grant Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

Dated: 11-22-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day For Grant Environmental, Inc.	Jennifer Day	11/22/96	

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RENTAL AGREEMENT

LESSEE: Grant Environmental
12150 E. Briarwood Ave. Suite 20C
Englewood, CO 80112

Date 11-26-96

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 1990 Bomag BW172D Compactor S/N 101520110850 Unit # F32

RENTAL RATES: Monthly 3,000.00 Weekly 1,000.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 43,000.00

HOUR METER READING: Start 2222 Date 11-26-96 Return _____ Date _____

JOB LOCATION 321 E. Grand Ave.
Chicago, IL

Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

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incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day for	Jenifer Day		
(X)	Grant Environmental, Inc			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

Date 11-26-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day for	Jennifer Day		
(X) Grant Environmental, Inc.			

Da: 11/27/96

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ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 10/17/96

PRODUCER
Saylor & Hill Co.
1939 Harrison St.
Oakland CA 94612
510-273-8888

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

COMPANIES AFFORDING COVERAGE

COMPANY A Federal Insurance Company (CHUBB)

COMPANY B Pacific Indemnity Insurance Co. (CHUBB)

COMPANY C

COMPANY D

INSURED
SCIENTECH, INC.
& GRANT ENVIRONMENTAL
1690 International Way
IDaho Falls ID 83402

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	3532-59-61	11/09/95	11/09/96	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ INCLUDED
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ INCLUDED
					MED EXP (Any one person)	$ 10,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL	71630738	07/18/96	07/01/97	X STATUTORY LIMITS	
					EACH ACCIDENT	$ 500,000
					DISEASE - POLICY LIMIT	$ 500,000
					DISEASE - EACH EMPLOYEE	$ 500,000
A	OTHER TRANSIT LOSS OF USE	3532-59-61	11/09/95	11/09/96	TRANSIT LIMIT: LOSS OF USE LIMIT:	$150,000 $ 80,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Thoesen Equipment Company, Inc. is included as an Additional Insured and Loss Payee as respects leased equipment.
DDT 414B Articulated Truck, S/N T142/0748, 1990 Hitachi EX270LC Excavator, S/N 158-6236 and 1993 Cat D3C II, Track Dozer to be used at jobsite 321 E. Grand, Chicago, IL from October 17, 1996 to January 31, 1997.

CERTIFICATE HOLDER

Thoesen Tractor and Equipment Company, Inc.
3142 Lincoln Highway
Lynwood IL 60411

Attention: Mike O'Keefe

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental, Inc.
12150 E. Briarwood Ave. Ste 200
Englewood, CO 80112

Date 10-16-96

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: DDT 414B Articulated Truck S/N T142/0746 Unit # G75

RENTAL RATES: Monthly _____ Weekly _____ Daily 77.00 per hour

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental period.

RETAIL VALUE OF EQUIPMENT: $ 169,000.00

HOUR METER READING: Start 30 Date 10-21-96 Return _____ Date _____

JOB LOCATION 321 E. Grand Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

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11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

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16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day	Jennifer Day		
(X) Lacart Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

Signature	Print Name
(X) Mike O'Keefe	Mike O'Keefe

d: 10-16-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day	Jennifer Day		
(X) Morant Environmental, Inc.			

Dated: 10/18/96

2

RENTAL AGREEMENT

2591

LESSEE: Grant Environmental, Inc.
12150 E. Briarwood Ave. Ste 200
Englewood, CO 80112

Date 10-16-96

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: DDT 414B Articulated Truck S/N T142/0748 Unit # G67

RENTAL RATES: Monthly _____ Weekly _____ Daily 77.00 per hour

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 169,000.00

HOUR METER READING: Start 128 Date 10-21-96 Return _____ Date _____

JOB LOCATION 321 E. Grand Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

Signature	Print Name	Home Address	Social Security No.
(X)			
(X)			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

Signature	Print Name
(X) Mike O'Keefe	Mike O'Keefe

d: 10-16-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X)			
(X)			

Dated: _____

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental, Inc.
12150 E. Briarwood Ave. Ste 200
Englewood, CO 80112
Phone: 303-790-7400 Fax 303-799-6993

Date 10-16-96

Customer P.O. 5055

LEASED EQUIPMENT: 1990 Hitachi EX270LC Excavator S/N 158-6336 Unit # G34
48" Bkt Unit # G36 44" Bkt Unit # D5

RENTAL RATES: Monthly 5,750.00 Weekly 1,920.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental period.

RETAIL VALUE OF EQUIPMENT: $ 95,000.00

HOUR METER READING: Start 4152 Date 10-21-96 Return _____ Date _____

JOB LOCATION 321 E. Grand Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

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11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

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LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day	Jennifer Day		
(X)	Grant Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

Dated: 10-16-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day	Jennifer Day		
(X) Grant Environmental, Inc.			

Date: 10/18/96

2

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental, Inc.
12150 E. Briarwood Ave. Ste 200
Englewood, CO 80112

Date 10-16-96

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 1993 Cat D3C II Track Dozer S/N 7JG109 Unit # F14

RENTAL RATES: Monthly 2,300.00 Weekly 760.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 48,000.00

HOUR METER READING: Start 1741 Date 10-21-96 Return _____ Date _____

JOB LOCATION 321 E. Grand Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

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3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

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LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day	Jennifer Day		
(X)	Grant Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

D 10-16-96

PERSONAL GUARANTY

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Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day	Jennifer Day		
(X) Grant Environmental, Inc.			

D 10/18/96

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2591

RENTAL AGREEMENT

LESSEE: Grant Environmental, Inc.
12150 E. Briarwood Ave Suite 200
Englewood, CO 80112

Date 10-17-96

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 1986 Cat 950B Wheel Loader S/N 63R5348 Unit # E64

RENTAL RATES: Monthly 3,300.00 Weekly 1,100.00 Daily

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental period.

RETAIL VALUE OF EQUIPMENT: $ 87,000.00

HOUR METER READING: Start 5353 Date 10-21-96 Return Date

JOB LOCATION 321 E Grand Chicago Job Telephone

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day	Jenn Gr Day		
(X)	Grant Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

10-17-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day	Jennifer Day		
(X) Grant Environmental Inc.			

Dated: 10/19/96

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2591

RENTAL AGREEMENT

LESSEE: Grant Environmental
12150 E. Briarwood Ave.
Englewood, CO 80112

Date 11-13-96

Customer P.O. _____

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 1994 Cat 320L Excavator S/N 3XK01526 Unit # HDG

RENTAL RATES: Monthly 4,750.00 Weekly 1,585.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental perelod.

RETAIL VALUE OF EQUIPMENT: $ 118,000.00

HOUR METER READING: Start 2224 Date 11-12-96 Return _____ Date _____

JOB LOCATION 321 E. Grand Ave.
Chicago, IL Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph

incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day FOR	Jennifer Day		
(X)	Brant Environmental			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

11-13-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day for Grant Environmental	Jennifer Day		
(X)			

Date: 11/14/96

2591

RENTAL AGREEMENT

LESSEE: Grant Environmental, Inc.
12150 E. Briarwood Ave. Suite 200
Englewood, CO 80112

Date 11-13-96

Customer P.O. _____

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 1987 Cat D5H Track Dozer S/N 8RC1036 Unit # G88

RENTAL RATES: Monthly 5,000.00 Weekly 1,670.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental period.

RETAIL VALUE OF EQUIPMENT: $ 85,000.00

HOUR METER READING: Start 3025 Date 11-14-96 Return _____ Date _____

JOB LOCATION 321 E. Grand Ave.
Chicago, IL

Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

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incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

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11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

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12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation) and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

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16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

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LESSEE:

	Signature	Print Name	Home Address	Social Security No.
(X)	Jennifer Day for Grant Environmental	Jennifer Day		
(X)				

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

	Signature	Print Name
(X)	Mike O'Keefe	Mike O'Keefe

Date: 11-13-96

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day for Great Environmental	Jennifer Day		
(X)			

Dated: 11/14/96

2591

RENTAL AGREEMENT

LESSEE: Grant Envrionmental

12150 E. Briarwood Ave Suite 200

Englewood, CO 80112

Date 4-11-97

Customer P.O. 5055

Phone: 303-790-7400 Fax: 303-799-6993

LEASED EQUIPMENT: 1994 JD 544G Wheel Loader S/N DW544GB546531 Unit # H8

RENTAL RATES: Monthly 3,300.00 Weekly 1,100.00 Daily _____

RENTAL PERIOD: Monthly means four weeks and not to exceed 176 hours of actual use per Rental Period.
Weekly means seven days and not to exceed 40 hours actual use per Rental Period.

RENTAL DUE: Before the first day of the Rental Period and on the first day of each subsequent rental pereiod.

RETAIL VALUE OF EQUIPMENT: $ 73,000.00

HOUR METER READING: Start 1840 Date 4-21-97 Return _____ Date _____

JOB LOCATION 321 E. Grand Ave.
Chicago, IL

Job Telephone _____

ADDITIONAL TERMS

1. RENTAL PERIOD. The rental period shall be the for the term herein created and continue for like rental periods until the equipment is returned to THOESEN. The Rental Period includes all time transporting the equipment. No deduction shall be made for time when the Lessee is not operating the machine subject to the Termination paragraph herein.

2. OVERTIME. Additional rental will be charged if the equipment is used more than: 176 hours per month on a monthly rental, or 40 hours per week on a weekly rental, or 8 hours per day on a daily rental. The overtime charge shall be the hours in excess of the above schedule times the hourly rate. The hourly rate for the equipment is the rental charge for the appropriate rental period divided by the regular hours for the period as indicated above. Thus, on a monthly overtime rental the charge will be calculated: Monthly rate divided by 176 hours times (hours of actual usage minus 176) times 1.5. The Weekly overtime rental charges will be calculated: Weekly rate divided by 40 hours times (hours of actual usage minus 40) times 1.5.

3. FINANCE CHARGE. A finance charge of one and one half percent (1-1/2%) per month will be charged on all overdue accounts. However, if the Lessee is a consumer the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event more than one and one half percent (1-1/2%) per month.

4. SECURITY. Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or hereinafter acquired accounts receivables, claims, equipment, accounts and assets of whatever kind. Lessee grants a Power of Attorney to Lessor to sign in its behalf and file a UCC - Financing Statement evidencing this agreement.

5. INSPECTION. Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for its needs and in good condition, and that it understands its proper use. Lessee further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify THOESEN of any defect or shortage. Lessor shall have the right to inspect the equipment at any time.

6. OPERATION OF EQUIPMENT. Lessee represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Lessee shall not permit any other person to operate said equipment and shall give THOESEN immediate written notice as to where the equipment is being used or stored upon THOESEN's request. No equipment shall be sub-let by the Lessee without written permission.

7. MAINTENANCE AND REPAIR. Lessee will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. Lessee shall be liable for any unusual wear and tear or damage, and all flat tires. Lessee shall also return the machine to THOESEN in a reasonably clean condition. If Lessee fails to perform any of the foregoing, the Lessee shall be responsible for THOESEN's regular shop rates for labor and material to repair and clean the equipment, plus an amount equal to the weekly rental of said equipment until payment for said repairs is received by Lessor.

8. LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR. The Lessee agrees to pay THOESEN for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Lessee shall pay THOESEN an amount equal to the "Retail Value of Equipment" herein or if none is stated, the equipment's retail value at the time of loss plus any rent incurred to that date plus an amount equal to the weekly rental of said equipment until full payment pursuant to this paragraph is received by Lessor.

is received by Lessor.

9. LOADING, UNLOADING, AND TRANSPORTATION. THOESEN, at its own expense, shall load the equipment for transit and upon its return unload it. The Lessee, at its own expense and risk shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage, occurring at its own shipping or receiving point, and all freight and switching charges. All rental rates F.O.B. THOESEN's plant. All risk of loss during transit shall be born by the Lessee.

10. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the Equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify THOESEN immediately, who will replace the equipment with similar equipment in good working order, if available. Lessee waives any right to recover or set-off against Thoesen for consequential or incidental damages, no matter how caused.

11. INSURANCE. The Lessee shall at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name THOESEN EQUIPMENT CO., INC., as a loss payee on such policy. Further, the Lessee shall furnish to THOESEN a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or canceled prior to giving THOESEN ten (10) days notice of such change. Lessee represents that it has in force and will provide THOESEN a Certificate of Insurance evidencing Liability Insurance coverage in a minimum amount of $1,000,000.00 covering bodily injury for the use, operation, transportation and storage of the equipment. Without demand Lessee shall immediately notify Lessor of any accident involving said equipment.

TT-107

12. INDEMNITY. Lessee shall defend, indemnify and hold harmless THOESEN from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transportation, and storage of the equipment.

13. TERMINATION. Lessee may terminate this Lease at any time by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon receipt of Notice of Termination, Lessee shall immediately return the equipment to Lessor. Rent shall continue to accrue until the equipment is received by Lessor.

14. TITLE. Title to the equipment shall at all times rest with THOESEN unless transferred to the Lessee through a fully paid sale. The Lessee shall give THOESEN immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership.

15. TAXES. Lessee shall pay all taxes incurred in connection with the rental of the equipment, including but limited to the Chicago Transaction Tax and any other similar tax. In the event THOESEN is assessed any tax in connection with the Rental of the equipment herein, the Lessee agrees to indemnify THOESEN for the amount of the tax assessed including all interest, penalties and other charges.

16. REPOSSESSION. Upon failure to pay rent or other breach of this contract, THOESEN may without notice, immediately terminate this contract and take possession of and remove the equipment from wherever they are. THOESEN and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the equipment.

17. DEFAULT. If the Lessee breaches any material term of this Rental Agreement and Lessor elects to enforce this Agreement, the Lessee shall pay all costs incurred by Lessor including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall at the sole discretion of Lessor be in DuPage County or any contiguous county thereof. The Lessee waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement.

18. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

19. ENTIRE AGREEMENT. This writing is the entire agreement between the parties and no oral representation by any employee of THOESEN shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement.

LESSEE:

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day For			
(X) Heart Environmental, Inc.			

THOESEN TRACTOR & EQUIPMENT CO., INC., 3142 Lincoln Highway, Lynwood, IL 60411

Signature	Print Name
(X) Mike O'Keefe	Mike O'Keefe

Dated: 4-11-97

PERSONAL GUARANTY

The undersigned hereby personally guarantees payment of all monies due pursuant to the foregoing Rental Agreement including any additional rental periods and all attorneys' fees, interest and other monies due pursuant to this Rental Agreement. The undersigned waives any homestead or exemption rights he may have that would interfere with collection of the aforesaid obligation. The undersigned waives: notice, presentment and demand, right to a jury trial, and right to file a Counterclaim in any action to enforce this Guaranty. This guarantee is the entire agreement between the parties.

Signature	Print Name	Home Address	Social Security No.
(X) Jennifer Day For Heart Environmental Inc	4/11/97		

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055 -A

VENDOR:

Vulcan Materials
747 E. 22nd Street, Suite 200
Lombard, IL 60148

PHONE: 630-261-8787, 630-261-8740fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			CA-6 $8.25/ton		
			CA-16 $12.20/ton		
			All Materials from McCook Quarry		
			Deliver to job site as per Bill Gowey		
			Job site is 321 E. Grand Ave. Chicago, IL 60611		
			CA-1 $9.00/ton		
			Material from McCook Quarry		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 11-21-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 11-21-96	
PURCHASE ORDER NO.: 5055.002	
PROJECT / TASK NO: 5055.002	
O/H ACCOUNT NO:	
REQUESTED BY: Bill Gowey	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

Vulcan Materials
747 E. 22nd Street, Suite 200
Lombard, IL 60148

PHONE: 630-261-8787,630-261-8740fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			CA-6 $8.25/ton		
			CA-16 $12.20/ton		
			All Materials from McCook Quarry		
			Deliver to job site as per Bill Gowey		
			Job site is 312 E. Grand Ave. Chicago, IL 60611		

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 11-21-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 11-21-96	
PURCHASE ORDER NO.: 5055.002	
PROJECT / TASK NO: 5055.002	
O/H ACCOUNT NO:	
REQUESTED BY: Bill Gowey	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055

VENDOR:

Waste Management
Attn: Norma

708 222 0964 fax

PHONE: 312-266-6162

ITEM	QTY	ORDER NO	DESCRIPTION		UNIT PRICE	TOTAL PRICE
	1		4 cubic yard dumpster	month	73.00	
				deliver	50.00	
				pickup	50.00	
			Delivery date 10-14-96			
			Duration is 2 to 3 months			
			Site address 316 Illinois St.			
			Chicago, IL			

Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 10-14-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-1-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

PURCHASE ORDER

SHIP/BILL TO:

GRANT ENVIRONMENTAL, INC.
12150 E. BRIARWOOD AVE., STE 200
ENGLEWOOD, COLORADO 80112

PHONE NO: (303)790-7400
FAX NO: (303) 799-6993

PURCHASE ORDER NO.: 5055.002

VENDOR:

WLI Industries, Inc.
880 North Addison Road
PO Box 7050
Villa Park, IL 60181-7050

PHONE: 800-323-2462; 708-932-0484 fax

ITEM	QTY	ORDER NO	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	24		C1 Type IA-Frame Barricade	0.35	
			Site address is 316 E. Illinois		
			Delivery date 10-16-96		

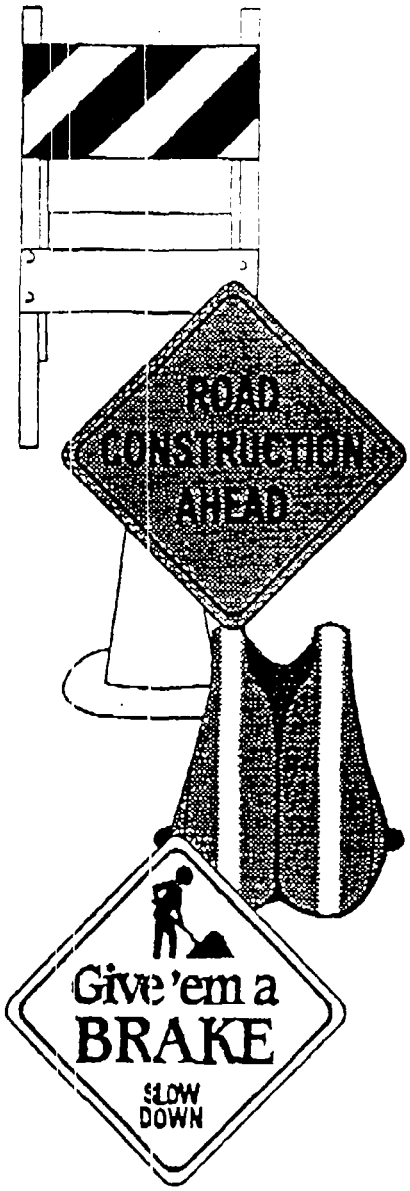
Subtotal	$
Sales Tax	
Total	$

ACCOUNTING INFORMATION	*INVENTORY CONTROL*
DATE REQUIRED: 10-16-96	FOR ACCOUNTING USE ONLY
DATE ORDERED: 10-1-96	
PURCHASE ORDER NO.:	
PROJECT / TASK NO: 5055.001	
O/H ACCOUNT NO:	
REQUESTED BY: Jennifer Day	
AUTHORIZED APPROVAL: Jennifer Day	
JUSTIFICATION FOR PURCHASE:	

Rev 3-96

Chicago's Traffic Control Leader

WLI Industries, Inc. (Warning Lites) has been Chicago's traffic control leader since 1956. We carry a full line of traffic control products to meet all your rental needs, offering responsive service 24 hours a day, seven days a week. With a large fleet of delivery trucks, you can count on us to be there when you need us. You can also stop in our convenient One Stop Safety Shop and pick up your order. So next time you need traffic control for your job, call WLI.



DAILY RENTAL PRICE LIST

C1	Type I A-Frame Barricade Only	$0.35
A1	Type I A-Frame Barricade with Flasher	$0.49
B1	Type I A-Frame Barricade with Steady Burn	$0.80
E	Type III Barricade	$1.85
E1	Type III Barricade with 2 flasher heads	$2.65
E2	Type III Barricade with 2 flashers and 1 sign only	$3.30
A	Flasher Head	$0.35
B	Steady Burn Head	$0.70
J2	Arrow Board Daily rate	$60.00
J2	Arrow Board Weekly Rate	$375.00
J2	Arrow Board Monthly Rate	$1,500.00
T	Hi-Intensity Sign Only	$1.45
T1	Hi-Intensity Sign and Stand	$1.95
R	Diamond Grade Sign Only	$2.65
R1	Diamond Grade Sign and Stand	$3.25
Z	Sand Bag	$0.05
DL	Delivery Charge- (Stacked in one location)	$25.00
LT	Late Delivery Charge- After 1600 - Before 0800 Monday - Friday, Saturday, Sunday, & Holidays	$30.00
MB	Minimum Billing Charge - Including Pick up and Delivery charges. Also used in case of Customer Pick up and Delivery	$40.00
1LBRST	Per hour of Straight time labor	$43.00
1LBROT	Per hour of Overtime labor	$54.00

Stop by the One Stop Safety Shop

1 STOP SAFETY SHOP

Monday - Friday
7:00 AM - 4:30 PM
880 North Addison Road
Villa Park, IL 60181

Call Warning Lites of Illinois today at (708)932-4600!

880 North Addison Road • P.O. Box 7050 • Villa Park, IL 60181-7050 • (708) 932-4600 • FAX (708) 932-0484
Prices effective May 30, 1996 • Terms net 30 days • Prices subject to change without notice • WLI FORM RB

IT Corporation
5445 Triangle Parkway, Suite 400
Norcross, GA 30092-2575
Tel. 770.729.3900
Fax. 770.729.3905

A Member of The IT Group

NOVATION AGREEMENT

This Novation Agreement is by and between IT Corporation, a California corporation, having an address of 2790 Mosside Blvd., Monroeville, Pennsylvania (hereinafter "IT"), and Kerr-McGee Chemical LLC a Delaware corporation having an address of 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma, (hereinafter "Kerr-McGee LLC").

WHEREAS, Kerr-McGee LLC and OHM Remediation Services Corp. (hereinafter "OHM") are parties to a certain Master Work Agreement for Engineering, Procurement and Construction, Number C838 dated 22 June 1998, a copy of which is attached (hereinafter the "Agreement").

WHEREAS, the IT Group, Inc. (hereinafter "the Group") has acquired OHM as a wholly owned subsidiary.

WHEREAS, the Group desires that IT, a wholly owned subsidiary, acquire all of the right, title and interest of OHM in and to the said Agreement, and IT willing to be bound by terms, restrictions and conditions thereof to the same extent and degree as OHM.

WHEREAS, Kerr-McGee LLC is willing to consent and agree to IT's acquisition of OHM's interest in and obligations with respect to the said Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in view of the premises, the mutual promises herein and other good and valuable consideration including the sum or value of $10.00 in-hand paid, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Kerr-McGee LLC hereby consents and agrees to the novation of all of OHM right, title and interest in and to the above Agreement to IT.

2. IT shall be obligated under said Agreement to the same extent and degree as OHM under the terms of said Agreement which shall remain in full force and effect with IT being substituted therein by novation in place of OHM for all purposes.

3. OHM is forever released and discharged from any and all other debts, obligations, duties or undertakings required thereunder from the effective date of this novation.

4. This Novation Agreement shall become effective on February 1, 1999.

NOW, THEREFORE, the parties intending to be bound give their full assent to the terms and provisions hereof through the signatures of their authorized representatives as follows:

IT CORPORATION

By: _____

Title: Vice President

for Date: 3/3/99

Kerr-McGee Chemical LLC

By: _____

Title: Vice President

Date: 2/23/99

FORM APPROVED
LAW DEPT.

TRANSPORTATION CONTRACTS

Transportation services from the remediation site to the disposal site were provided by Multi-Modal Technologies, Inc. The terms of agreement between this firm and Kerr-McGee Chemical Corporation are confidential.

Rail transportation for the movement of containers from Blue Island, Illinois to the disposal site in Utah was provided by Union Pacific/Iowa Interstate Railroad. The terms of agreement between Kerr-McGee Chemical LLC and these participating carriers are confidential.

ATTACHMENT C

MISCELLANEOUS INVOICES ASSOCIATED WITH THE CONTRACTS, SUBCONTRACTS AND PURCHASE ORDERS

In Accompanying Box

ATTACHMENT D

ENVIROCARE OF UTAH INC.
UNIFORM LOW-LEVEL RADIOACTIVE WASTE MANIFESTS

In Accompanying Box

Phase 1 – 1996/1997
9001-9999
8500-8571

Phase 2 – 1999
8600-8820

ATTACHMENT E

PHASE 1 VERIFICATION RELEASES FROM U.S. EPA, VERIFICATION SAMPLING RESULTS, AND GRID MAPS

FORM 223-1
NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: AREA #1

Date of Verification Survey: 4/10/97

Time of Verification Survey 2 PM ~~am~~/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed:

Date 4/10/97

STEVE E. HAWKS (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on 4/10/97. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed:

Fredrick A. Micke Date 4/10/97

FREDRICK A. MICKE (Print Name)

OSC (Print Title)

For U.S. EPA Region V

LL II 7.7

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # 1

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data												Dry Corrected Sample Data											
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g			U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
5001-1	28.2	25.5	9.57%	M	0.4	0.6		0.4	0.1		0.9	0.2		1.3	M	0.4	0.6		0.4	0.1		1.0	0.2		1.4
5001-1QA Sample	28.2	25.5	9.57%	M	0.4	0.7		0.3	0.2		1.0	0.3		1.3	M	0.4	0.7		0.3	0.2		1.1	0.3		1.4
5001-2	27.6	24.7	10.51%	M	1.2	0.6		0.4	0.1		1.2	0.2		1.6	M	1.3	0.6		0.4	0.1		1.3	0.2		1.8

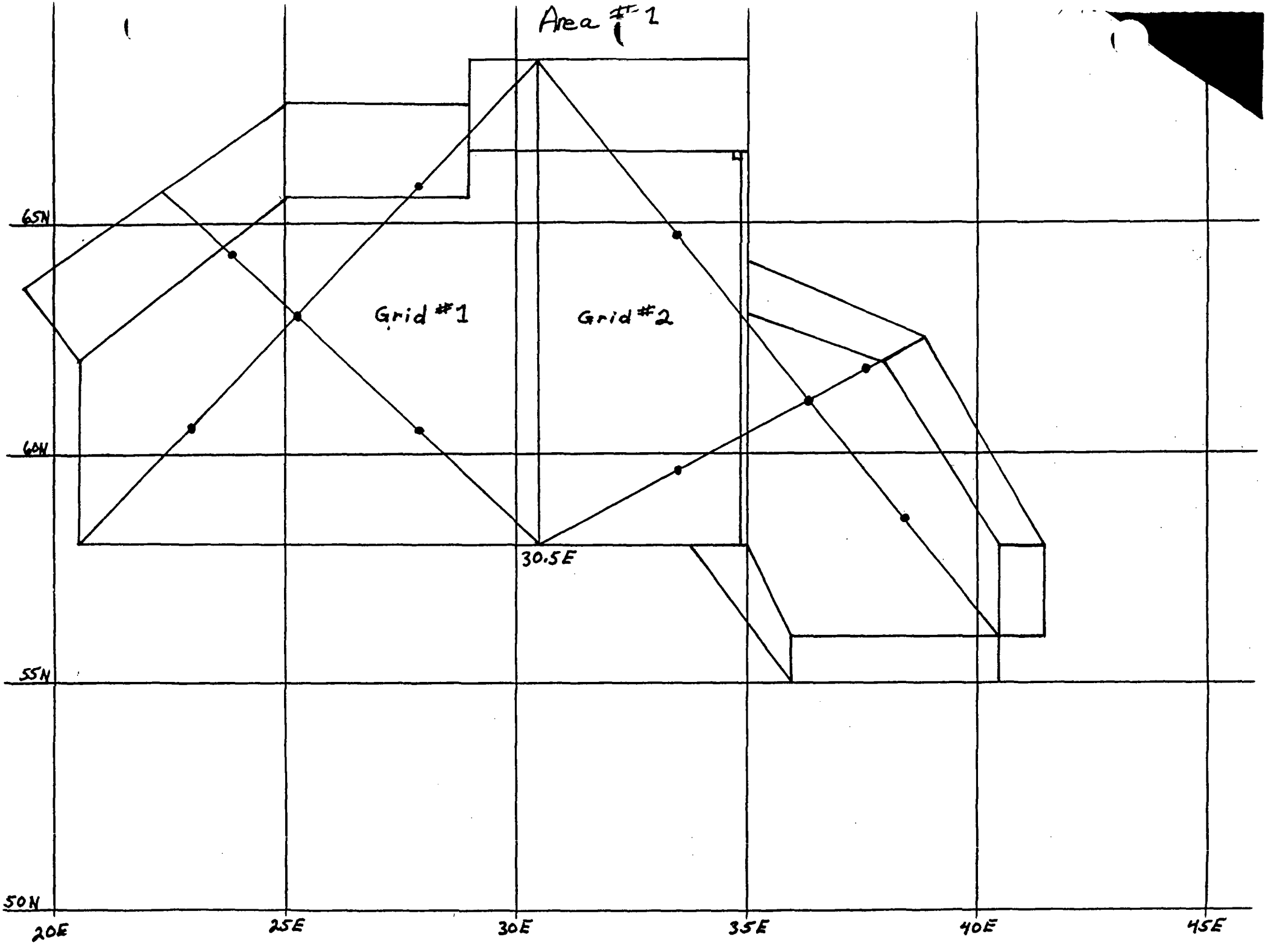
Legend: M : < MDA value, J : Estimated

U-238 MDA	2.0	pCi/g per 20 g sample	=	40.0	pCi U-238
Th-232 MDA	0.4	pCi/g per 20 g sample	=	8.0	pCi Th-232
Ra-226 MDA	0.8	pCi/g per 20 g sample	=	16.0	pCi Ra-226

MDAs are calculated based on total pCi per sample.

BB 4/14/97
D. Jedlicka 4-15-97
B J Granados 2
4/15/97

LLII 2.7


Area #1
Grid #1
Grid #2
65N
60N
55N
50N
30.5E
20E
25E
30E
35E
40E
45E

FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: WEST END OF AREA 3 1W TO 35E

Date of Verification Survey: 3/25/97

Time of Verification Survey 4:00 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA

Signed: Bernie Bono Date 3/25/97

BERNIE BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on 3/31/97. The results of this survey indicate that the verification criteria as contained in the UAO, have been met for the floor of Area #3. This authorization does not cover the west wall face along Columbus Dr. zam

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed: Fredrick A. Micke Date 4/3/97

FREDRICK A. MICKE (Print Name)

ON-SCENE COORDINATOR (Print Title)

For U.S. EPA Region V

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL # of pages ▶ 1

To Bernie Bono	From Fred Micke
Dept./Agency Lindsay L. II	Phone # (312) 886-5123
Fax # (312) 464-9547	Fax # 353-9176

Verification Survey Procedure 223-1

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # Far West Edge of Area 3 from 1W to 35 E

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data											Dry Corrected Sample Data											
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
5003-1	34.6	32.2	6.94%	M	0.3	0.4		0.2	0.1		0.6	0.2		0.8	M	0.3	0.4		0.2	0.1		0.6	0.2		0.9
5003-2	32	27.2	15.00%	M	1.1	0.7		0.4	0.1		0.5	0.2		0.9	M	1.3	0.7		0.5	0.1		0.6	0.2		1.1
5003-3	31.8	25.7	19.18%	M	1.2	0.6		0.9	0.1		1.4	0.2		2.3	M	1.5	0.6		1.1	0.1		1.7	0.2		2.8
5003-4	26.2	21	19.85%		2.1	1.0		1.1	0.2		1.5	0.3		2.6		2.6	1.0		1.4	0.2		1.9	0.3		3.2
5003-5	31.7	24.5	22.71%	M	1.2	0.7		0.7	0.1		1.2	0.2		1.9	M	1.6	0.7		0.9	0.1		1.6	0.2		2.5
5003-6	29.1	21.5	26.12%	M	0.9	0.7		0.8	0.2		1.0	0.2		1.8	M	1.2	0.7		1.1	0.2		1.4	0.2		2.4
5003-6 Dup.	28.7	21	26.83%	M	0.7	0.6		1.0	0.1		0.9	0.2		1.9	M	1.0	0.6		1.4	0.1		1.2	0.2		2.6
5003-7	34.9	28.9	17.19%	M	0.3	0.6		2.2	0.1		1.0	0.2		3.2	M	0.4	0.6		2.7	0.1		1.2	0.2		3.9
5003-8	34.2	27.7	19.01%		1.7	0.6		1.3	0.1		1.1	0.2		2.4		2.1	0.6		1.6	0.1		1.4	0.2		3.0
5003-9	33.5	28	16.42%	M	0.6	0.5		0.5	0.1		0.6	0.2		1.1	M	0.7	0.5		0.6	0.1		0.7	0.2		1.3

Legend: M : < MDA value, J : Estimated

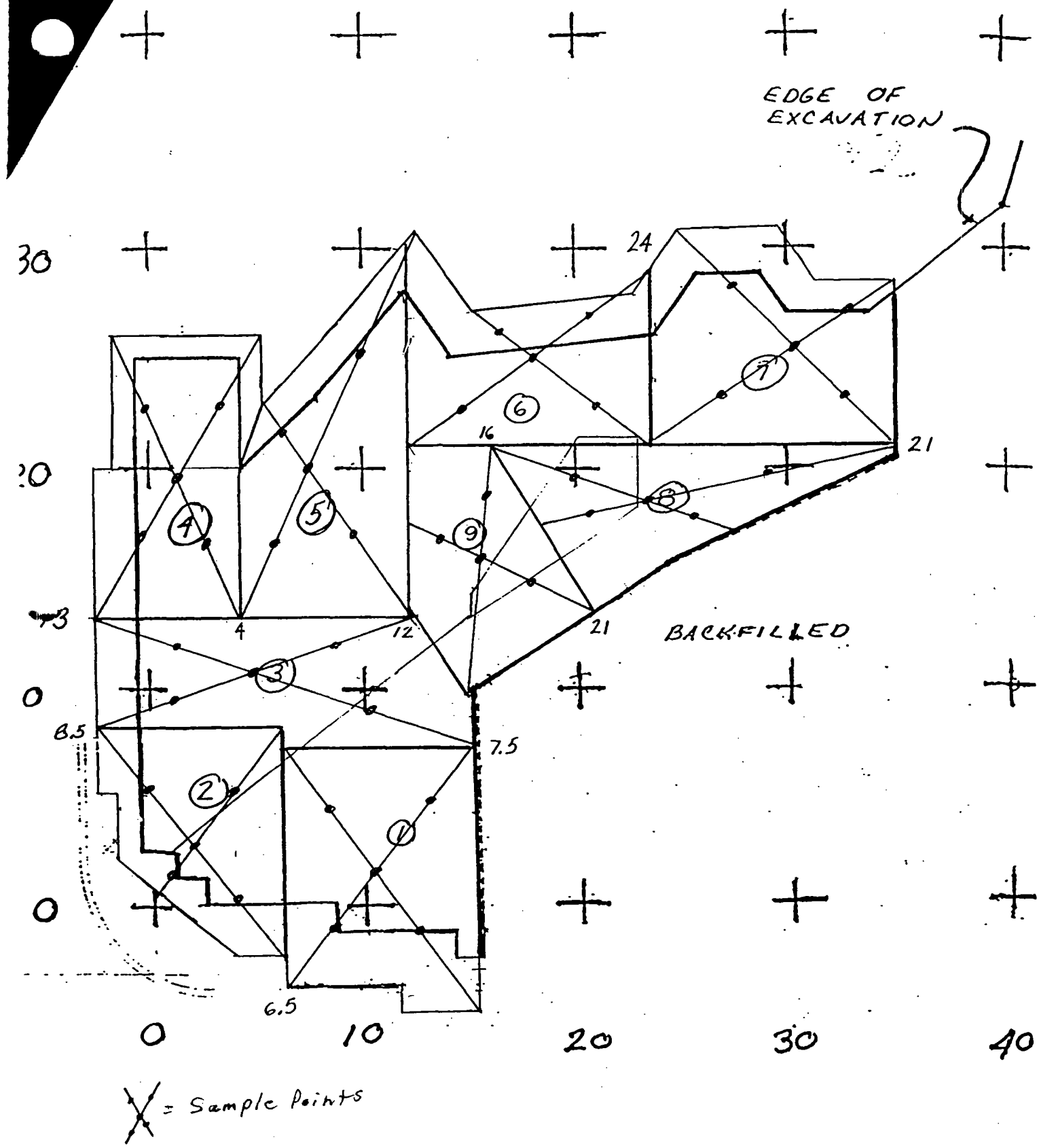
U-238 MDA	2.2	pCi/g per 20 g sample	=	44.0	pCi U-238
Th-232 MDA	0.4	pCi/g per 20 g sample	=	6.0	pCi Th-232
Ra-226 MDA	0.8	pCi/g per 20 g sample	=	12.0	pCi Ra-226

MDAs are calculated based on total pCi per sample.

BB 4/3/97
B J Granados 4/7/97
D. Jedlicka 4-8-97

LLII 7.6

WEST END OF AREA 3
1 W TO 35 E



FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: WEST END OF AREA 3 Between 15E & 35E

Date of Verification Survey: 2/4/97

Time of Verification Survey: 2 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed: Bernie Bono Date 2/4/97

BERNIE BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on 2/4/97. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation

Signed: Venetta Simon Date 2/4/97

VENETTA SIMON (Print Name)

On-Scene Coordinator (Print Title)

For U.S. EPA Region V

7.7

LLII 2.6

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # West End of Area 3 between 15E and 35E, North of Illinois St. Wall

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data											Dry Corrected Sample Data										
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
5003-1	33	30.4	7.88%	M	0.0	0.5		0.4	0.1		0.6	0.2		1.0	M	0.0	0.5		0.4	0.1		0.7	0.2		1.1
5003-2	31.6	28	11.39%	M	0.1	0.5		0.3	0.1		0.5	0.2		0.8	M	0.1	0.5		0.3	0.1		0.6	0.2		0.9
5003-3	34.2	32	6.43%	M	0.2	0.4		0.3	0.1		0.4	0.1		0.7	M	0.2	0.4		0.3	0.1		0.4	0.1		0.7
5003-4	36.9	34	7.86%	M	0.4	0.4		0.4	0.1		0.4	0.1		0.8	M	0.4	0.4		0.4	0.1		0.4	0.1		0.9

Legend: M : < MDA value, J : Estimated

U-238 MDA	2.2	pCi/g per 20 g sample	=	44.0	pCi U-238
Th-232 MDA	0.5	pCi/g per 20 g sample	=	6.0	pCi Th-232
Ra-226 MDA	0.8	pCi/g per 20 g sample	=	12.0	pCi Ra-226

MDAs are calculated based on total pCi per sample.

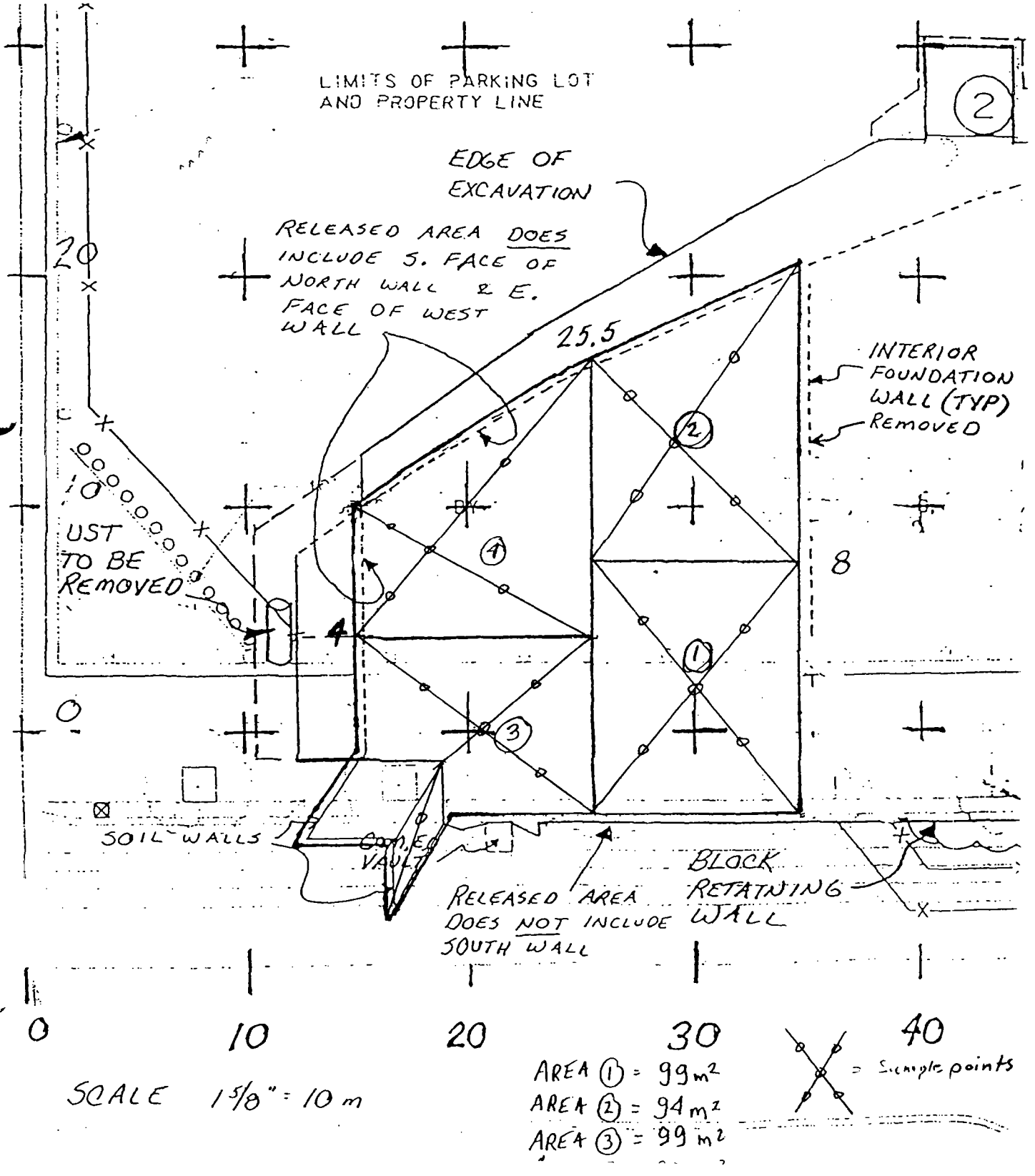
B L Granados 2/13/97

D. Jedlicka 4-17-97

BB 2/5/97

LL II 7.6

WEST END OF AREA 3
BETWEEN 15 E & 35 E



FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: North End of Areas 5 & 7 GRIDS #1 & #2 ~~South of 40N~~

Date of Verification Survey: 4-21-97

Time of Verification Survey 3 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed: Bernie Bono Date 4-21-97

BERNARD BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on 4/29/97. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed: Fredrick A. Micke Date 4/29/97

FREDRICK A. MICKE (Print Name)

OSC (Print Title)

For U.S. EPA Region V

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL # of pages ▶ 1

To Bernie Bono	From Fred Micke
Dept./Agency Lindsay L.II	Phone # (312) 886-5123
Fax # (312) 464-9547	Fax # 353-9176

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

Verification Survey Procedure 223-1

FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: ~~North End of Area 58~~ AREA 7 North of 40N, GRID #3 & #4

Date of Verification Survey: 4-21-97

Time of Verification Survey 3 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed: Bernie Bono Date 4-21-97

BERNARD BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on April 24, 1997. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed: Fredrick A. Micke Date 4/24/97

FREDRICK A. MICKE (Print Name)

OSC (Print Title)

For U.S. EPA Region V

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # North End of Areas 5 and 7, Norrth of 40N

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data									Dry Corrected Sample Data								
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
5007-3	30	25.4	15.33%		1.6	0.6		0.8	0.1		1.3	0.2	2.1		1.9	0.6		0.9	0.1		1.5	0.2	2.5
5007-4	28.3	20.5	27.56%	M	0.0	0.7		1.1	0.2		1.2	0.3	2.3	M	0.0	0.7		1.5	0.2		1.7	0.3	3.2
5005-1	36	32.1	10.83%	M	0.9	0.6		0.3	0.1		0.5	0.2	0.8	M	1.0	0.6		0.3	0.1		0.6	0.2	0.9
5005-2	35.6	29.8	16.29%		4.6	1.1		0.8	0.2		1.4	0.3	2.2		5.5	1.1		1.0	0.2		1.7	0.3	2.6
5005-2 QA	35.6	29.8	16.29%		3.9	1.0		0.9	0.2		1.4	0.3	2.3		4.7	1.0		1.1	0.2		1.7	0.3	2.7

Legend: M : < MDA value, J : Estimated

U-238 MDA	2.2	pCi/g per 20 g sample	=	44.0	pCi U-238
Th-232 MDA	0.45	pCi/g per 20 g sample	=	9.0	pCi Th-232
Ra-226 MDA	0.8	pCi/g per 20 g sample	=	16.0	pCi Ra-226

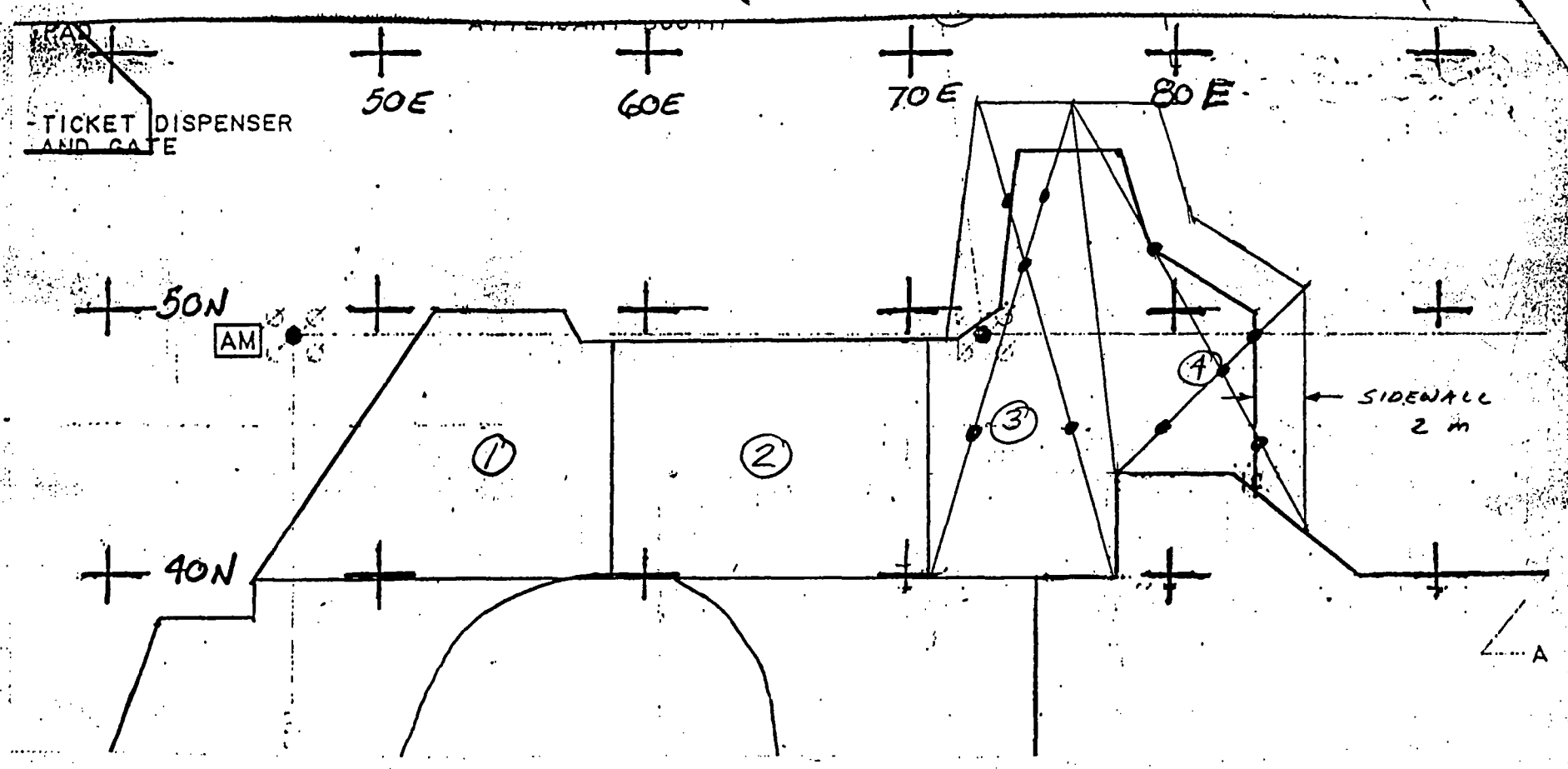
MDAs are calculated based on total pCi per sample.

BB 4/30/97

BJ 5-2-97

B J Gonzalez

LLII 7.6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FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: S. 1/2 of Area 7 75E → 113E & 35 → 16N

Date of Verification Survey: 2/19/97

Time of Verification Survey: 3 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed: Bernie Bono Date 2/20/97

BERNIE BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on Area 7. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed: Verneta Simon Date 2/21/97

VERNETA SIMON (Print Name)

On-Scene Coordinator (Print Title)

For U.S. EPA Region V

LLII 7.7

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # South 1/2 of Area 7 - S of 16N between 75E and 113E

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data											Dry Corrected Sample Data										
				U-238 in pCi/g		+ / - in pCi/g	Th-232 in pCi/g		+ / - in pCi/g	Ra-226 in pCi/g		+ / - in pCi/g	Total Radium in pCi/g		U-238 in pCi/g		+ / - in pCi/g	Th-232 in pCi/g		+ / - in pCi/g	Ra-226 in pCi/g		+ / - in pCi/g	Total Radium in pCi/g	
5007-1	31.1	28.8	7.40%	M	1.2	0.6		0.6	0.1	M	0.3	0.2	J	0.9	M	1.3	0.6		0.6	0.1	M	0.3	0.2	J	1.0
5007-2	33.8	30.7	9.17%	M	0.6	0.5		0.2	0.1		0.5	0.2		0.7	M	0.7	0.5		0.2	0.1		0.6	0.2		0.8
5007-3	32.2	28.9	10.25%	M	0.0	0.6	M	0.1	0.1	M	0.2	0.2	J	0.3	M	0.0	0.6	M	0.1	0.1	M	0.2	0.2	J	0.3
5007-4	33.6	31.7	5.65%	M	0.7	0.5	M	0.0	0.1	M	0.3	0.2	J	0.3	M	0.7	0.5	M	0.0	0.1	M	0.3	0.2	J	0.3
5007-5	33.4	29.0	13.17%	M	0.0	0.4		0.3	0.1		0.4	0.1		0.7	M	0.0	0.4		0.3	0.1		0.5	0.1		0.8
5007-6	35.3	28.6	18.98%	M	0.2	0.4		0.3	0.1		0.7	0.2		1.0	M	0.2	0.4		0.4	0.1		0.9	0.2		1.2
5007-7	34.0	29.0	14.71%	M	0.5	0.5		0.7	0.1		0.7	0.2		1.4	M	0.6	0.5		0.8	0.1		0.8	0.2		1.6
5007-8	28.2	21.8	22.70%	M	1.0	0.5		0.7	0.1		0.9	0.2		1.6	M	1.3	0.5		0.9	0.1		1.2	0.2		2.1
5007-9 DUP	32.0	28.9	9.69%	M	0.5	0.5	M	0.0	0.1	M	0.1	0.2	J	0.1	M	0.6	0.5	M	0.0	0.1	M	0.1	0.2	J	0.1

Legend: M : < MDA value, J : Estimated

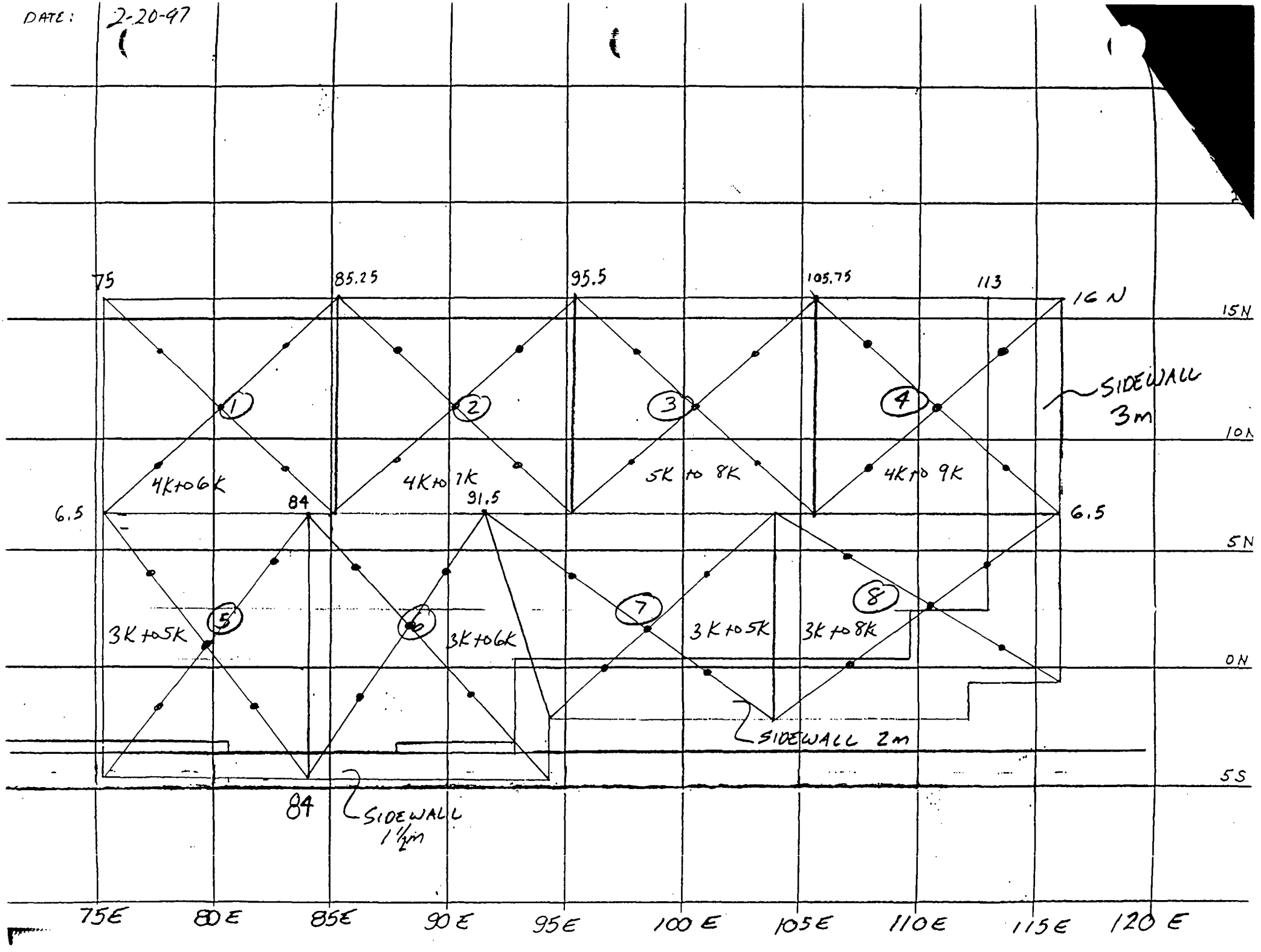
U-238 MDA 2.0 pCi/g per 20 g sample = 40.0 pCi U-238
Th-232 MDA 0.3 pCi/g per 20 g sample = 6.0 pCi Th-232
Ra-226 MDA 0.7 pCi/g per 20 g sample = 12.0 pCi Ra-226

MDAs are calculated based on total pCi per sample.

D. Jedlicka 4-17-97
BB 2/24/97
B T Granados
4/17/97

LLII 7.6

DATE: 2-20-97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SIDEWALL 1 1/2m
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85E
90E
95E
100E
105E
110E
115E
120E

FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: North 1/2 of Area 7 (N of 16N & E of 75E) and Area 8

Date of Verification Survey: 3-6-97

Time of Verification Survey 4:00 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed: Bernard Bono Date 3-6-97

BERNARD BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on North 1/2 of Area 7. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed: Veneta Simon Date 3-6-97

VENETA SIMON (Print Name)

On-Scene Coordinator (Print Title)

For U.S. EPA Region V

LLII 7.7

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # **North 1/2 of Area 7, and Area 8**

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data											Dry Corrected Sample Data										
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
5007-1	29.7	28.2	5.05%	M	0.6	0.5		0.4	0.1		0.6	0.2		1.0	M	0.6	0.5		0.4	0.1		0.6	0.2		1.1
5007-2	31.9	28.7	10.03%	M	1.1	0.6		1.1	0.1		0.4	0.2		1.5	M	1.2	0.6		1.2	0.1		0.4	0.2		1.7
5007-3	33	29	12.12%		1.4	0.5		0.2	0.1	M	0.3	0.2	J	0.5		1.6	0.5		0.2	0.1	M	0.3	0.2	J	0.6
5007-4	31.3	28.7	8.31%	M	0.6	0.5		0.6	0.1		0.7	0.2		1.3	M	0.7	0.5		0.7	0.1		0.8	0.2		1.4
5007-5	30.1	21.6	28.24%	M	0.6	0.6		0.8	0.1		1.0	0.2		1.8	M	0.8	0.6		1.1	0.1		1.4	0.2		2.5
5007-6	28.3	23.5	16.96%	M	1.0	0.7		0.8	0.1		1.5	0.2		2.3	M	1.2	0.7		1.0	0.1		1.8	0.2		2.8
5007-7	32.6	25.4	22.09%	M	0.3	0.6		0.4	0.1		0.7	0.2		1.1	M	0.4	0.6		0.5	0.1		0.9	0.2		1.4
5007-7 QA Samp.	32.6	25.4	22.09%	M	0.1	0.4		0.2	0.1		0.8	0.1		1.0	M	0.1	0.4		0.3	0.1		1.0	0.1		1.3
5007-8	33	28.9	12.42%	M	1.0	0.5		0.3	0.1	M	0.3	0.2	J	0.6	M	1.1	0.5		0.3	0.1	M	0.3	0.2	J	0.7
5009-9	32.1	26.8	16.51%		1.5	0.6		0.7	0.1		1.1	0.2		1.8		1.8	0.6		0.8	0.1		1.3	0.2		2.2
5009-10	29.1	20.9	28.18%		1.6	0.5		0.4	0.1		0.8	0.2		1.2		2.2	0.5		0.6	0.1		1.1	0.2		1.7
5009-11	31.4	24.4	22.29%	M	0.0	0.5	M	0.1	0.1		0.9	0.2	J	1.0	M	0.0	0.5	M	0.1	0.1		1.2	0.2	J	1.3
5009-12	31.1	24.2	22.19%		3.1	0.9		2.1	0.2		1.4	0.3		3.5		4.0	0.9		2.7	0.2		1.8	0.3		4.5

Legend: M : < MDA value, J : Estimated

U-238 MDA	2.0	pCi/g per 20 g sample =	40.0	pCi U-238
Th-232 MDA	0.4	pCi/g per 20 g sample =	6.0	pCi Th-232
Ra-226 MDA	0.8	pCi/g per 20 g sample =	12.0	pCi Ra-226

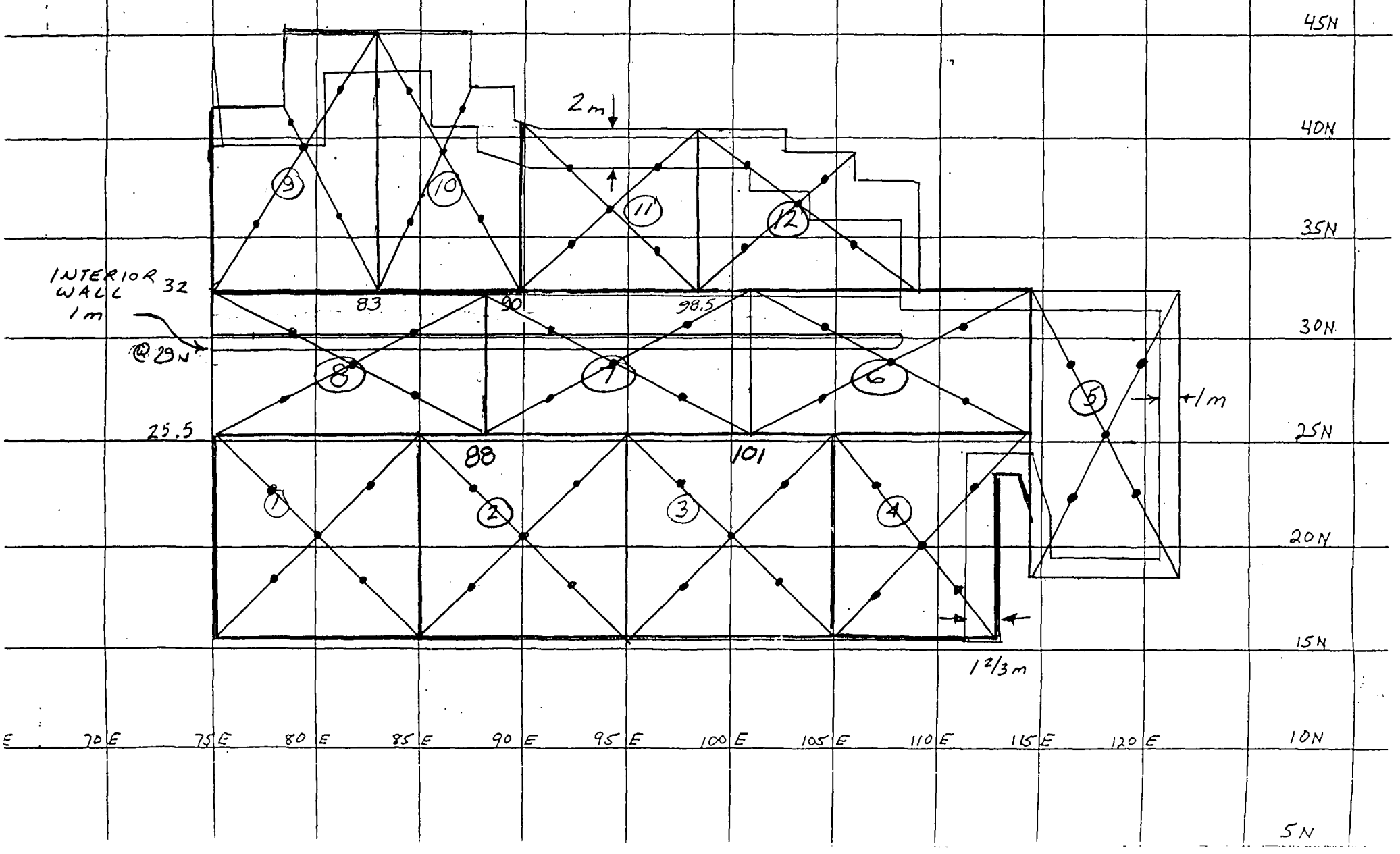
MDAs are calculated based on total pCi per sample.

D. Jedlicka 4-17-97

B. Boro 3/11/97

B. S. Grahador 3/14/97

Area 7 Verification Sample Points
3-6-97



FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: 9 (28N → 38N by 132E → 102E)

Date of Verification Survey: 11/22/96

Time of Verification Survey 2:00 am/pm

The above-described excavation was surveyed at the time and date indicated above. Tl survey indicated that all soils have been removed as required by the Site Removal Actic Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA

Signed: Bernie Bono Date 11-23-96

BERNIE BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V c 12/6/96. The results of this survey indicate that the verificatic criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavatior

Signed: Veneta S. Simon Date 12/6/96

VENETA J. SIMON (Print Name)

On-Scene Coordinator (Print Title)

For U.S. EPA Region V

BB 12/6/96

LL II 7.7

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # 9

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data: U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g	Dry Corrected Sample Data: U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
5009-1	35	29.2	16.57%	1.4	0.6	0.5	0.1	0.7	0.2	1.2	1.7	0.6	0.6	0.1	0.8	0.2	1.4
5009-2	35.1	30.4	13.39%	1.6	0.8	4.5	0.3	1.4	0.4	5.9	1.8	0.8	5.2	0.3	1.6	0.4	6.8
QC Sample (5009-2)	35.1	30.4	13.39%	1.7	0.8	4.7	0.2	1.1	0.3	5.8	2.0	0.8	5.4	0.2	1.3	0.3	6.7
EPA Split #2	28.2	24.4	13.48%	1.6	0.4	M 0.2	0.1	M 0.4	0.1	J 0.6	1.8	0.4	M 0.2	0.1	M 0.5	0.1	J 0.7
QC Sample (EPA Split #2)	28.2	24.4	13.48%	M 0.2	0.5	M 0.2	0.1	0.5	0.2	J 0.7	M 0.2	0.5	M 0.2	0.1	0.6	0.2	J 0.8

Legend: M : < MDA value, J : Estimated

SAMPLE 5009-1 (11-22-96)

U-238 MDA	1.7	pCi/g per 20 g sample =	34.0	pCi U-238
Th-232 MDA	0.4	pCi/g per 20 g sample =	8.0	pCi Th-232
Ra-226 MDA	0.6	pCi/g per 20 g sample =	12.0	pCi Ra-226

SAMPLE 5009-2 (11-25-96)

U-238 MDA	1.5	pCi/g per 20 g sample =	30.0	pCi U-238
Th-232 MDA	0.3	pCi/g per 20 g sample =	6.0	pCi Th-232
Ra-226 MDA	0.6	pCi/g per 20 g sample =	12.0	pCi Ra-226

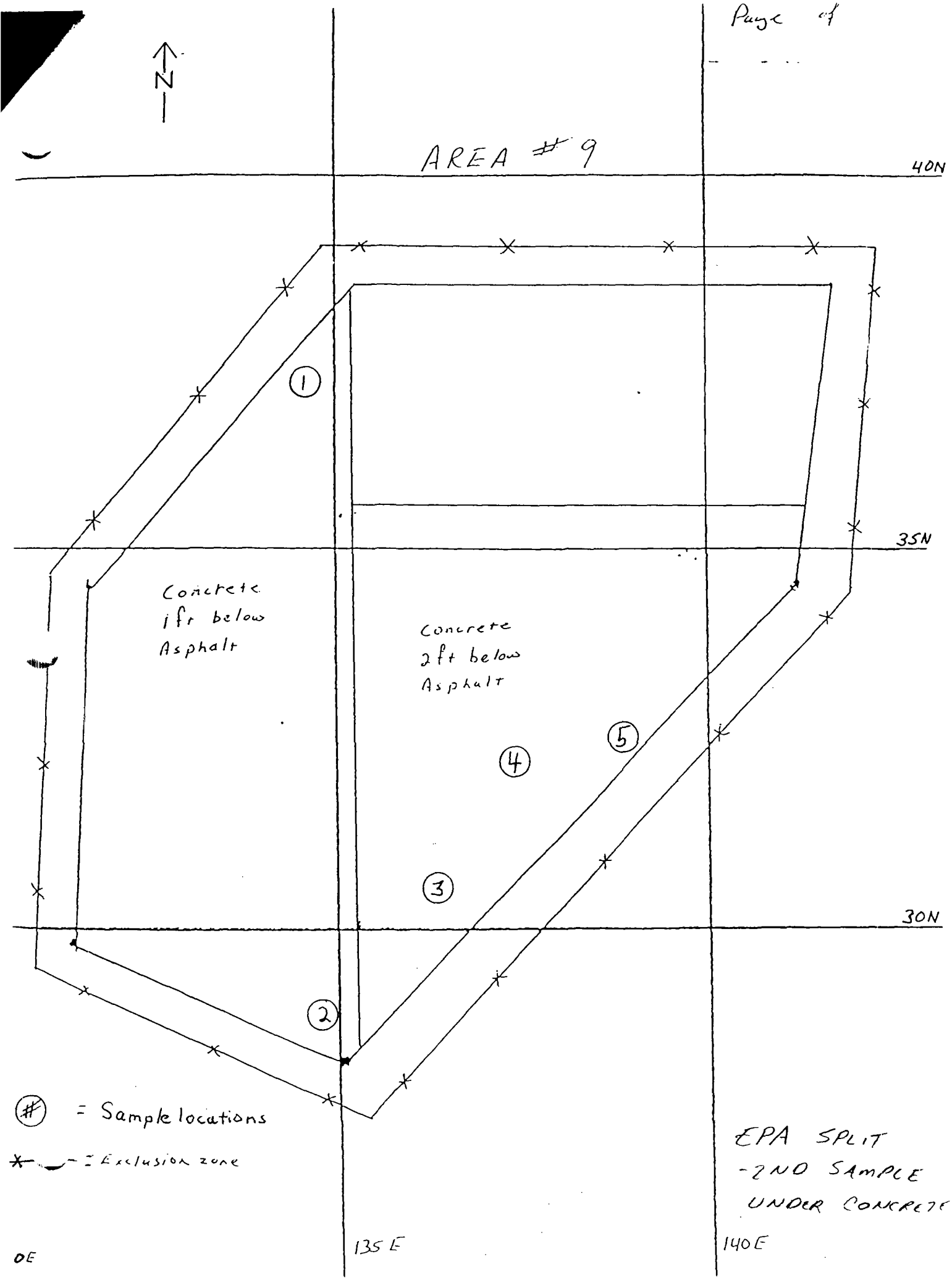
SAMPLE EPA Split #2 (12-06-96)

U-238 MDA	1.8	pCi/g per 20 g sample =	36.0	pCi U-238
Th-232 MDA	0.4	pCi/g per 20 g sample =	8.0	pCi Th-232
Ra-226 MDA	0.6	pCi/g per 20 g sample =	12.0	pCi Ra-226

MDAs are calculated based on total pCi per sample.

BB 1/23/97
BY Granada
4/17/97
Dave Jedlicka
April 17, 1997

LL II 7.6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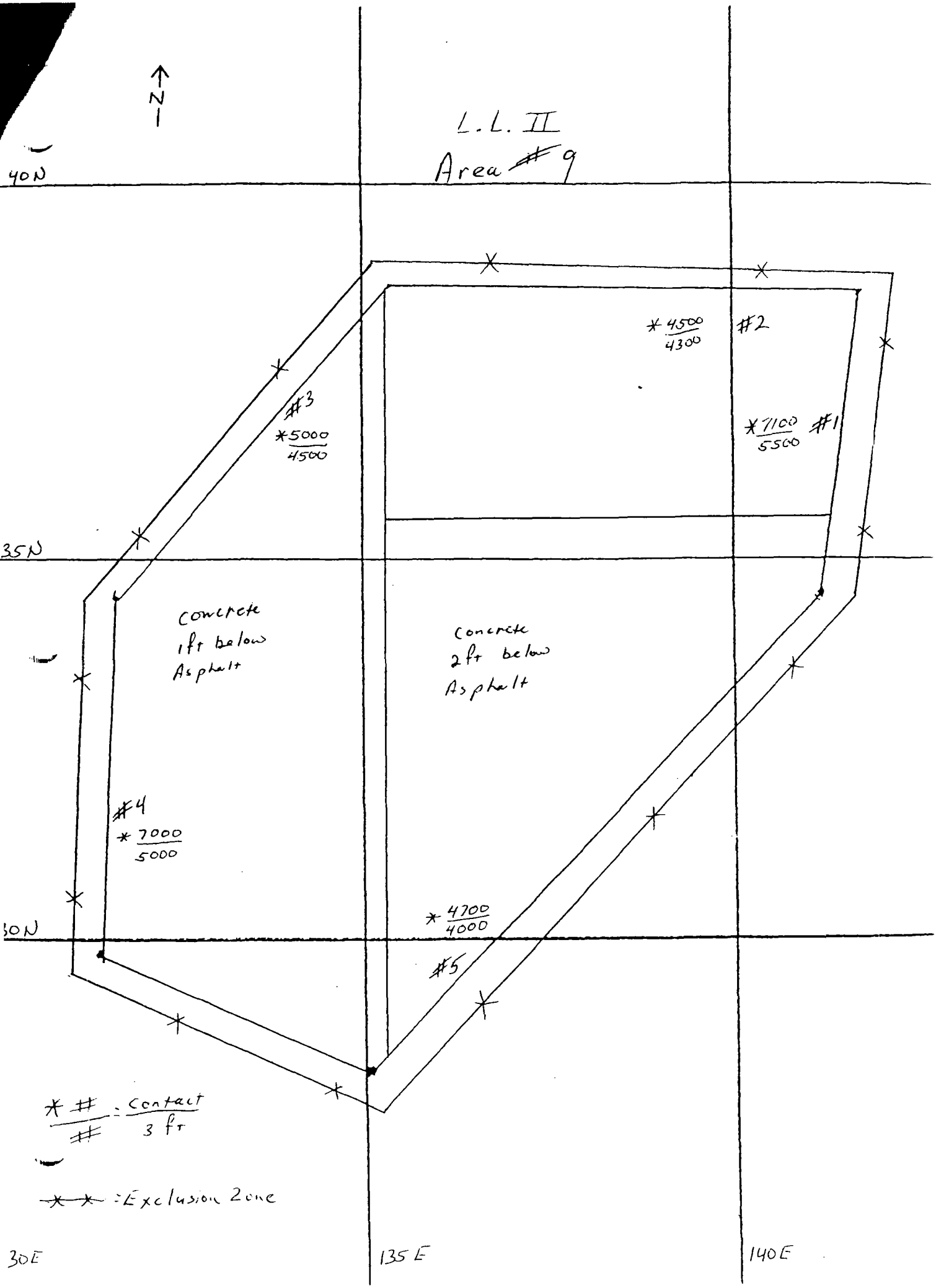
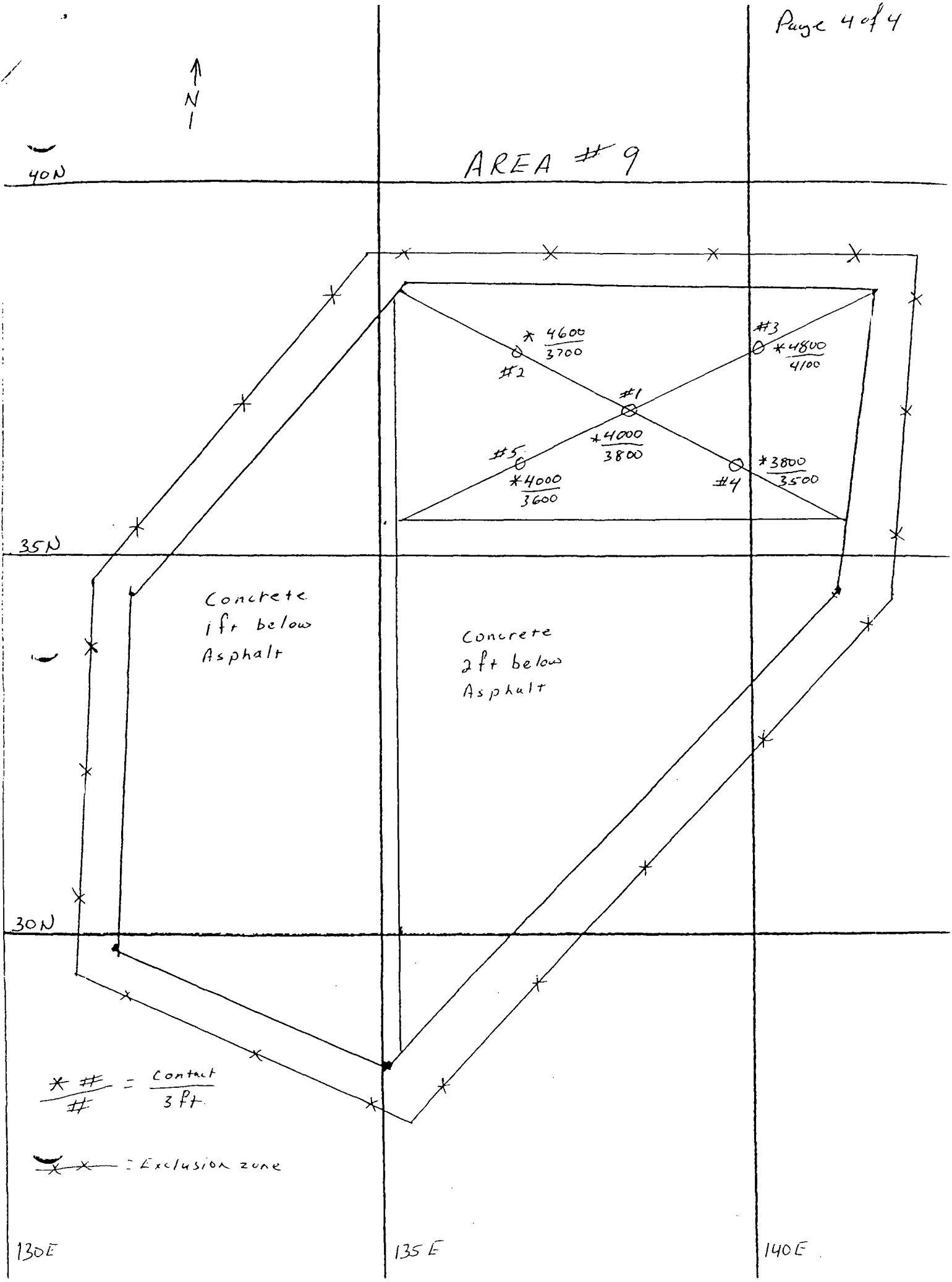
(#) = Sample locations
= Exclusion zone
EPA SPLIT
-2ND SAMPLE
UNDER CONCRETE


N
L.L. II
Area #9
40N
35N
30N
30E
135 E
140E
#1
* 7100 / 5500
#2
* 4500 / 4300
#3
* 5000 / 4500
#4
* 7000 / 5000
#5
* 4700 / 4000
concrete
1ft below
Asphalt
concrete
2ft below
Asphalt
* # / # : Contact / 3 ft
* * : Exclusion Zone


N
AREA # 9
40N
35N
30N
130E
135E
140E
#1
#2
#3
#4
#5
* 4600 / 3700
* 4800 / 4100
* 4000 / 3800
* 3800 / 3500
* 4000 / 3600
Concrete 1ft below Asphalt
Concrete 2ft below Asphalt
* # / # = Contact / 3 ft
: Exclusion zone

FORM 223-1
NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: 10/11

Date of Verification Survey: Dec 10, 1996

Time of Verification Survey: 3:00 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed: Bernie Bono Date 12/11/96

BERNIE BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V or Areas 10 & 11. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed: Veneta S. Simon Date 12/11/96

VERNETA J SIMON (Print Name)

On-Scene Coordinator (Print Title)

For U.S. EPA Region V

LL II 7.7

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # 10 & 11

Sample ID	Wet Net wt. in grams	Dry Net wt. in grams	Moisture in percent	As Received Sample Data												Dry Corrected Sample Data											
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g			U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
5010-1	33.2	24.6	25.90%		1.3	0.5		0.2	0.1	M	0.3	0.2	J	0.5			1.8	0.5		0.3	0.1	M	0.4	0.2	J	0.7
5010-2	31	24.8	20.00%	M	0.2	0.5		0.3	0.1	M	0.3	0.2	J	0.6	M		0.3	0.5		0.4	0.1	M	0.4	0.2	J	0.8
5011-3	33.2	25.7	22.59%		1.0	0.7		1.1	0.2		0.8	0.2		1.9			1.3	0.7		1.4	0.2		1.0	0.2		2.5
QC Sample (5011-3)	33.2	25.7	22.59%		1.9	0.6		1.0	0.1		0.5	0.2		1.5			2.5	0.6		1.3	0.1		0.6	0.2		1.9

Legend: M : < MDA value, J : Estimated

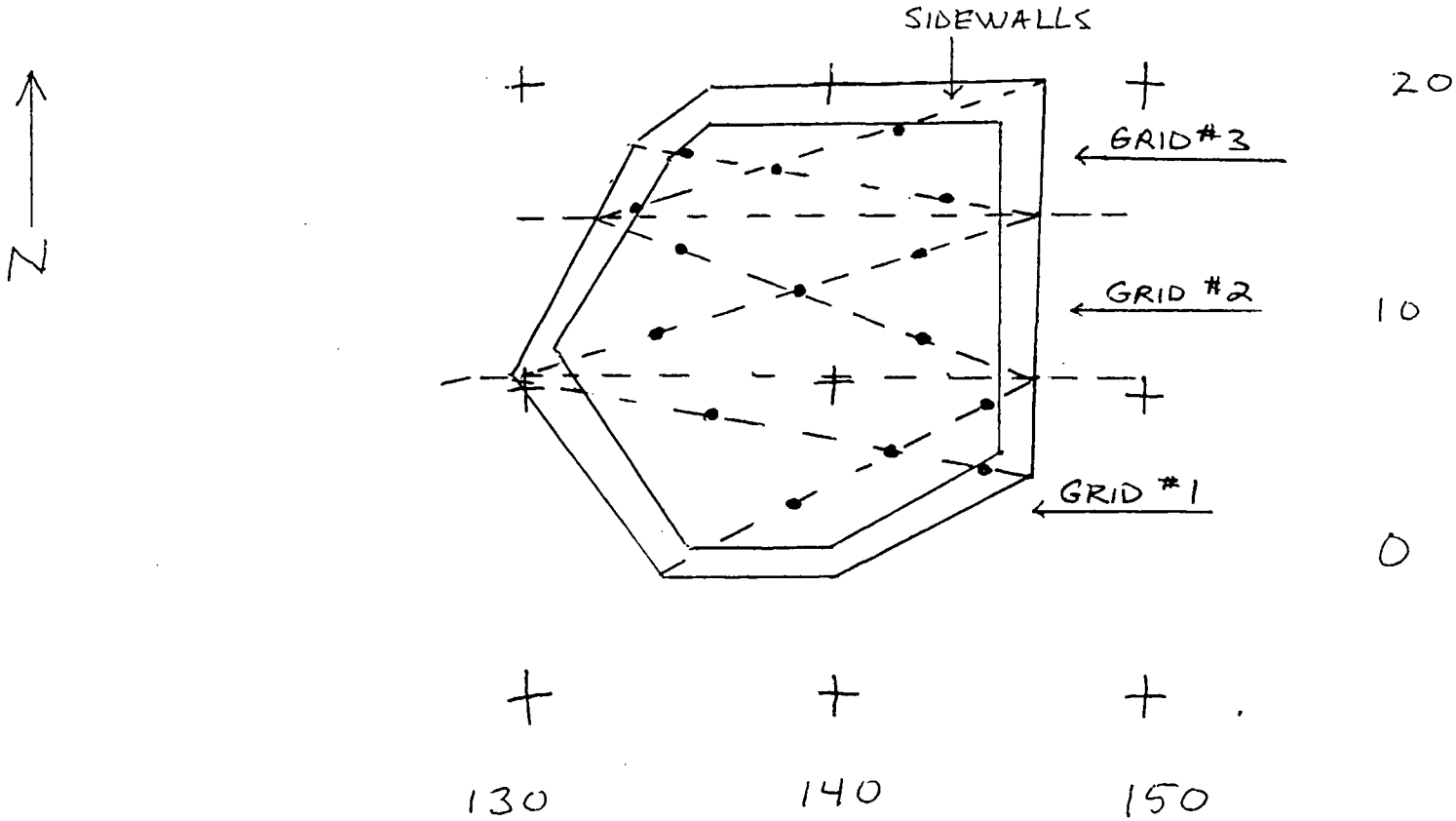
U-238 MDA	1.5	pCi/g per 20 g sample =	30.0	pCi U-238
Th-232 MDA	0.3	pCi/g per 20 g sample =	6.0	pCi Th-232
Ra-226 MDA	0.6	pCi/g per 20 g sample =	12.0	pCi Ra-226

MDAs are calculated based on total pCi per sample.

Dave Jedlicka 4-17-97
BB 1/23/97
B F Guanodosi
4/17/97

1 L II 7 6

LL II
AREA 10/11



NOTES: γ SCAN INSIDE AREA = 4000 - 9500 CPM w/2221 #132843 w/44-10

— — — — = DIAGONALS

• = SAMPLE LOCATIONS

FORM 223-1

NOTIFICATION OF SUCCESSFUL VERIFICATION SURVEY

Area Identification: AREA 12

Date of Verification Survey: 12-23-96

Time of Verification Survey 2:00 am/pm

The above-described excavation was surveyed at the time and date indicated above. The survey indicated that all soils have been removed as required by the Site Removal Action Criteria.

Documents pertaining to this survey are attached for review and approval by the U.S. EPA.

Signed: Bernie Bono Date 12/27/96

BERNIE BONO (Print Name)

FIELD TEAM LEADER (Print Title)

For Kerr-McGee Chemical Corporation

The attached Verification Survey documents were reviewed by U.S. EPA, Region V on December 27, 1996. The results of this survey indicate that the verification criteria as contained in the UAO, have been met.

Authorization is hereby granted to commence backfill and restoration work at this excavation.

Signed: Jack A Barnette Date 12/27/96

Jack Barnette (Print Name)

Chief, Radiation Section, U.S. EPA Chgo. (Print Title)

For U.S. EPA Region V

LL # 7.7

LINDSAY LIGHT II - VERIFICATION SAMPLING

AREA # 12

Sample ID	Wet Net wt. in grams		Dry Net wt. in grams	Moisture in percent	As Received Sample Data												Dry Corrected Sample Data											
						U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g			U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
5012-1	24.5		18.7	23.67%		1.4	0.7		1.2	0.2		0.9	0.3		2.1			1.8	0.7		1.6	0.2		1.2	0.3		2.8
5012-2	23.7		17.4	26.58%	M	0.3	0.7		0.8	0.1		0.7	0.2		1.5	M		0.4	0.7		1.1	0.1		1.0	0.2		2.0
5012-3	29.4		24	18.37%		1.1	0.4		0.6	0.1		0.6	0.1		1.2			1.3	0.4		0.7	0.1		0.7	0.1		1.5
5012-4	26.8		21.8	18.66%	M	0.3	0.6		0.5	0.1		0.6	0.2		1.1	M		0.4	0.6		0.6	0.1		0.7	0.2		1.4
5012-5	29.3		21.5	26.62%	M	0.8	0.6		0.5	0.1	M	0.3	0.2	J	0.8	M		1.1	0.6		0.7	0.1	M	0.4	0.2	J	1.1
5012-6	25.9	M	18.91	27.00%		1.4	0.9		0.6	0.2		0.5	0.3		1.1			1.9	0.9		0.8	0.2		0.7	0.3		1.5
QC Sample (5012-6)	25.9	M	18.91	27.00%		1.4	0.6		0.7	0.1		1.0	0.2		1.7			1.9	0.6		1.0	0.1		1.4	0.2		2.3

Legend: M : < MDA value, J : Estimated

U-238 MDA	1.5	pCi/g per 20 g sample =	30.0	pCi U-238
Th-232 MDA	0.3	pCi/g per 20 g sample =	6.0	pCi Th-232
Ra-226 MDA	0.6	pCi/g per 20 g sample =	12.0	pCi Ra-226

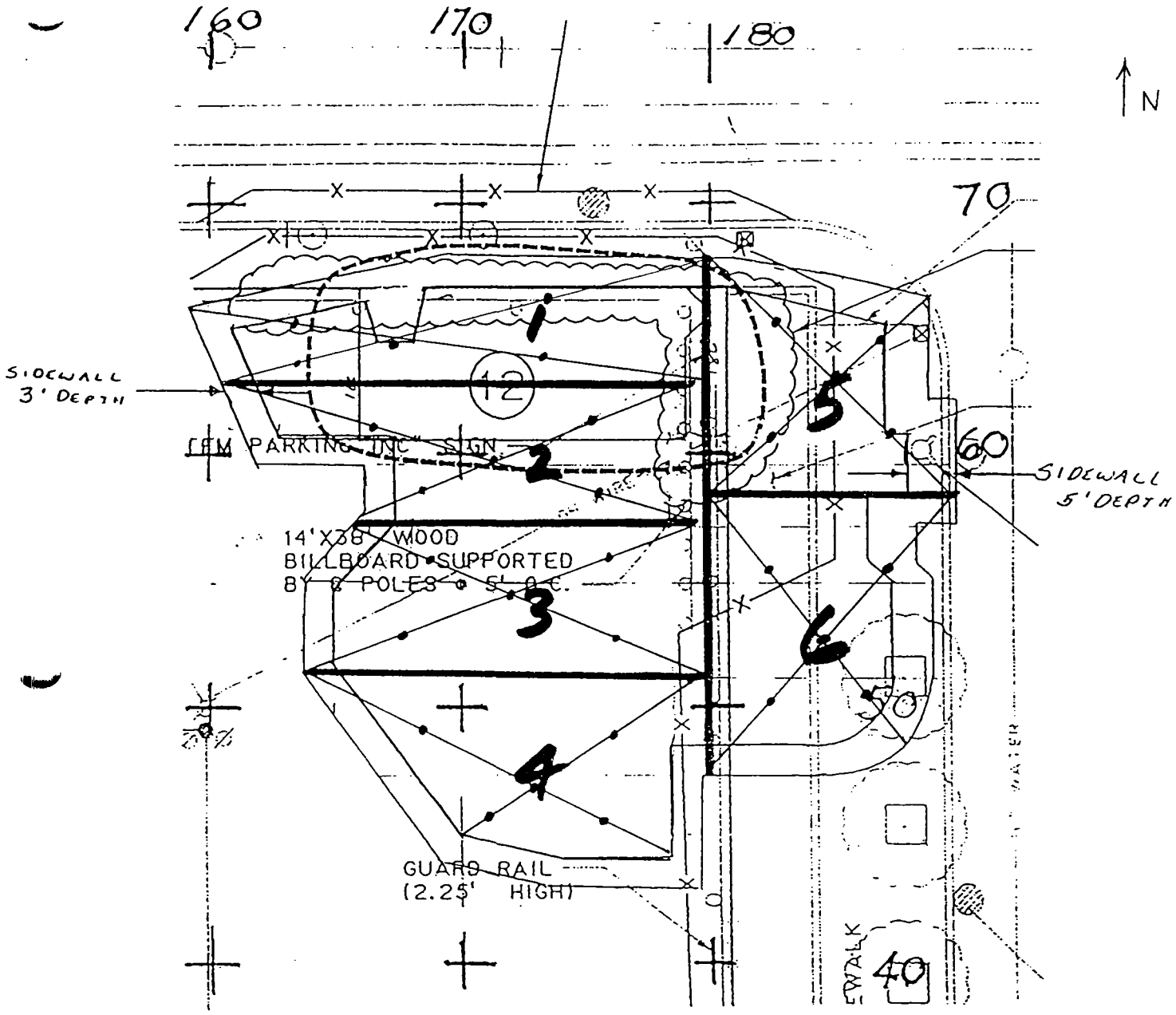
MDAs are calculated based on total pCi per sample.

Note: Sample 5012-6 was not oven dried because it had a petroleum odor. Moisture was assumed.

D. Jedlicka 4-17-97
BB 1/23/97
B. J. Granados
4/17/97

LL II 7.6

AREA 12



GRID LAYOUT

= Sample points

ATTACHMENT F

PHASE 1 OVERBURDEN SAMPLING DATA

Evaluation of Overburden Sampling Results

< 3.7 pCi/g - Pile A		
Lift #	Sample #	Total Radium in pCi/g
1	S 001	2.5
	S 002	1.4
	S 003	3.0
5	S 001	2.4
	S 002	2.0
	S 003	3.0
7	S 001	0.9
	S 002	1.6
	S 003	1.5
8	S 001	0.8
	S 002	0.7
	S 003	0.9
9	S 001	1.5
	S 002	1.2
	S 003	3.4
10	S 001	1.0
	S 002	2.5
	S 003	2.4

Count (n)	18
Average (X bar)	1.8
Standard Deviation (s)	0.8
Ue	2.2
Release Criteria	3.7

Ue < Release Criteria?

SAMPLES TESTED MEET 95% CONFIDENCE LEVEL - PILE IS ACCEPTED FOR USE AS ONSITE BACKFILL PER SOP-214

APPROVED: FIELD TEAM LEADER: B. Bono 1/3/97

APPROVED: OFFSITES MANAGER: Dave Jedlicka Jan. 7, 1997

Backfill Location: West End, Area 3 between 15E & 35E Between 9' → 8' deep - B. Bono 2/6/97

Name/date

B L Granados Jr 1/20/97

LL II ~~3.8~~ ~~7.6~~ 6.2-1 CMI 4/16/97

CLEAN BACKFILL
Pile "A"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

10/30/96 13:56

BB ~~PILE~~ LIFT # 1

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data											Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g			
S 001	22	19.4	11.82%	M	1.0	0.8		1.0	0.2		1.5	0.3			2.5
S 002	27.1	24.8	8.49%	M	0.7	0.7		0.7	0.1		0.8	0.2			1.4
S 003	20.3	17.2	15.27%		2.2	1.0		0.9	0.2		2.0	0.4			3.0
S 004 (Dup)	21.9	18.5	15.53%		1.9	0.9		0.9	0.2		0.8	0.3			1.8

AVG. 2.3 BB

MDA values are: U-238 1.6 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BJ Granados
1/30/97

BB 10/30/96

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 10/29/96 10:46

LIFT ~~PILE #~~ 1
BB

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.9	0.8		0.9	0.2		1.3	0.3		2.2
S 002	M	0.6	0.7		0.6	0.1		0.7	0.2		1.3
S 003		1.9	1.0		0.8	0.2		1.7	0.4		2.5
S 004 (Dup)		1.6	0.9		0.8	0.2		0.7	0.3		1.5

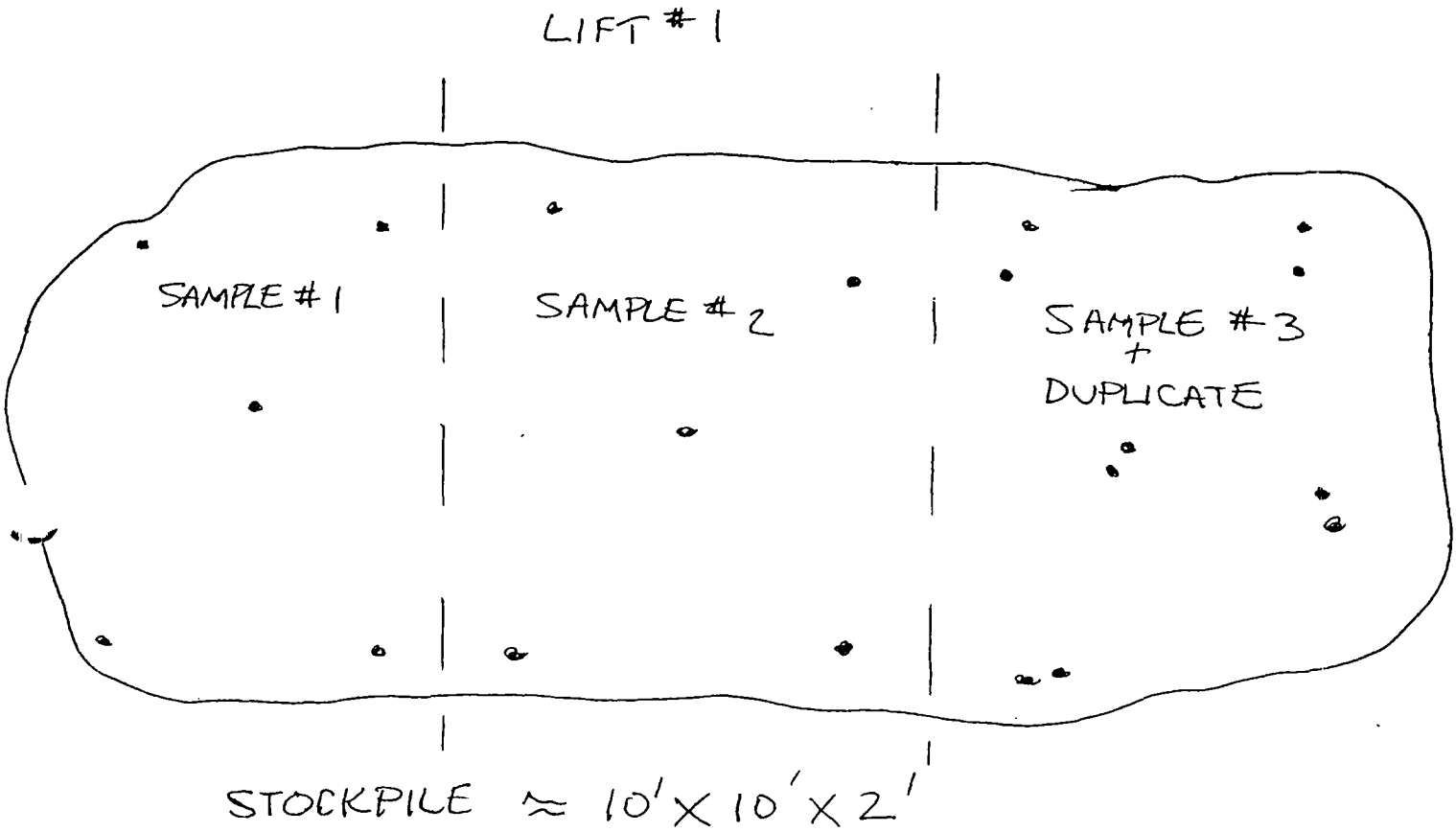
MDA values are: U-238 1.6 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

B D Brandon
1/20/97

BB 10/29/96

SURVEY # 961028997202
R. FREEMAN



— — — — = SAMPLE AREA DELENIATION

• = SAMPLE POINTS

Moisture Corrected

Pile A'

Original

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

11/7/96 14:08

Lift

CMI 4/16/97 ~~PILE #~~ 5

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
S 001	27.8	25	10.07%	M	1.4	0.6	1.7	0.1	0.8	0.2	2.4
S 002	30	26.8	10.67%		1.7	0.5	1.1	0.1	0.9	0.2	2.0
S 003	25.7	22.3	13.23%	M	1.5	1.0	2.2	0.2	0.8	0.3	3.0
										Average	2.5
S 004 Dup. of : S 003	28.1	24.4	13.17%	M	1.4	0.8	2.2	0.2	1.3	0.3	3.5

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

B J Granados
11/9/96

ok
11-11-96

BB 11-7-96

Pile P
LL II - 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 11/7/96 14:08

cms 4/16/97 Lift ~~PILE #~~ 5

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.3	0.6		1.5	0.1		0.7	0.2		2.2
S 002		1.5	0.5		1.0	0.1		0.8	0.2		1.8
S 003	M	1.3	1.0		1.9	0.2		0.7	0.3		2.6
									Average		2.2
S 004 Dup. of : S 003	M	1.2	0.8		1.9	0.2		1.1	0.3		3.0

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

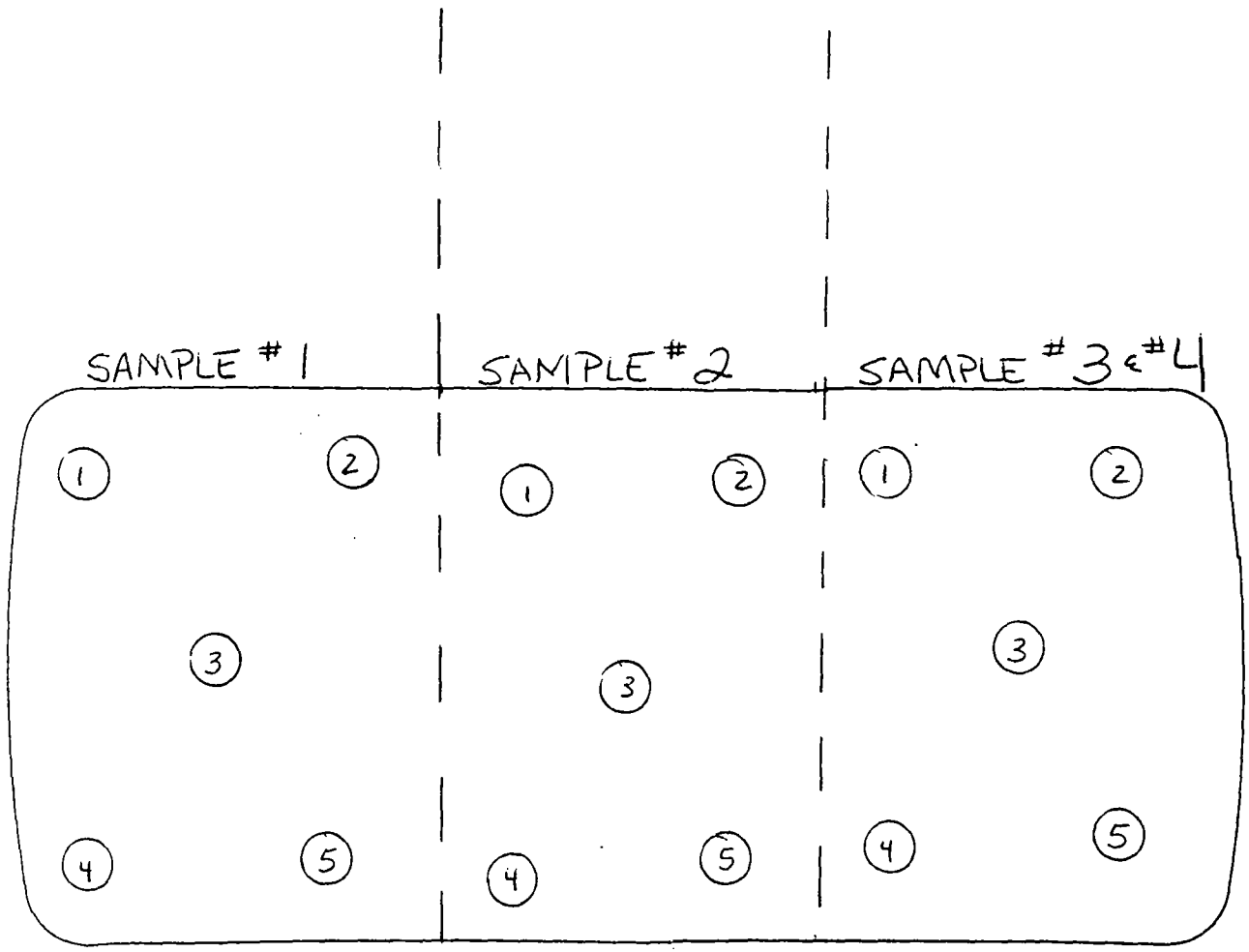
Legend: M : < MDA value, J : Estimated

BJ Granados
11/9/96

BB 11-7-96

PILE # 5

N ↓



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

- - - GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 #132843

BKGD = 2594 CPM

	γ SCAN RESULTS	
1	* 6303	5382
2	* 4338	4663
3	* 5378	5194
4	* 6430	5291
5	* 5473	4968

	γ SCAN RESULTS	
1	3601	3466
2	3643	3746
3	5506	4950
4	4754	4158
5	4708	4155

	γ SCAN RESULTS	
1	6272	5224
2	5925	4942
3	6287	5047
4	5507	4725
5	6698	5441

(γ SCAN RESULTS IN CPM)

B L Granados
11/9/94

File "A"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

11/15/96 14:25

Lift

~~PILE #~~ 7

4/16/97

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	27.8		25.8	7.19%	M	0.8	0.7		0.5	0.2	M	0.3	0.3	J	0.9
S 002	28.7		26.4	8.01%	M	1.6	0.5		0.5	0.1		1.1	0.2		1.6
S 003	25.3		23.1	8.70%	M	1.1	0.8		0.8	0.2		0.8	0.3		1.5
													Average		1.3
S 004 Dup. of : S 002	28.3	M	25.7	9.19%	M	1.2	0.7		0.7	0.1		0.9	0.2		1.5

BJ 11-18-96

MDA values are: U-238 1.6 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

B J Granados Jr
11/18/96

BB 11-15-96

LL II - 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 11/14/96 9:49

Lift
CMI ~~PILE~~ #: 7
4/16/97

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.7	0.7		0.5	0.2	M	0.3	0.3	J	0.8
S 002	M	1.5	0.5		0.5	0.1		1.0	0.2		1.5
S 003	M	1.0	0.8		0.7	0.2		0.7	0.3		1.4
									Average		1.2
S 004 Dup. of : S 002	M	1.1	0.7		0.6	0.1		0.8	0.2		1.4

MDA values are: U-238 1.6 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

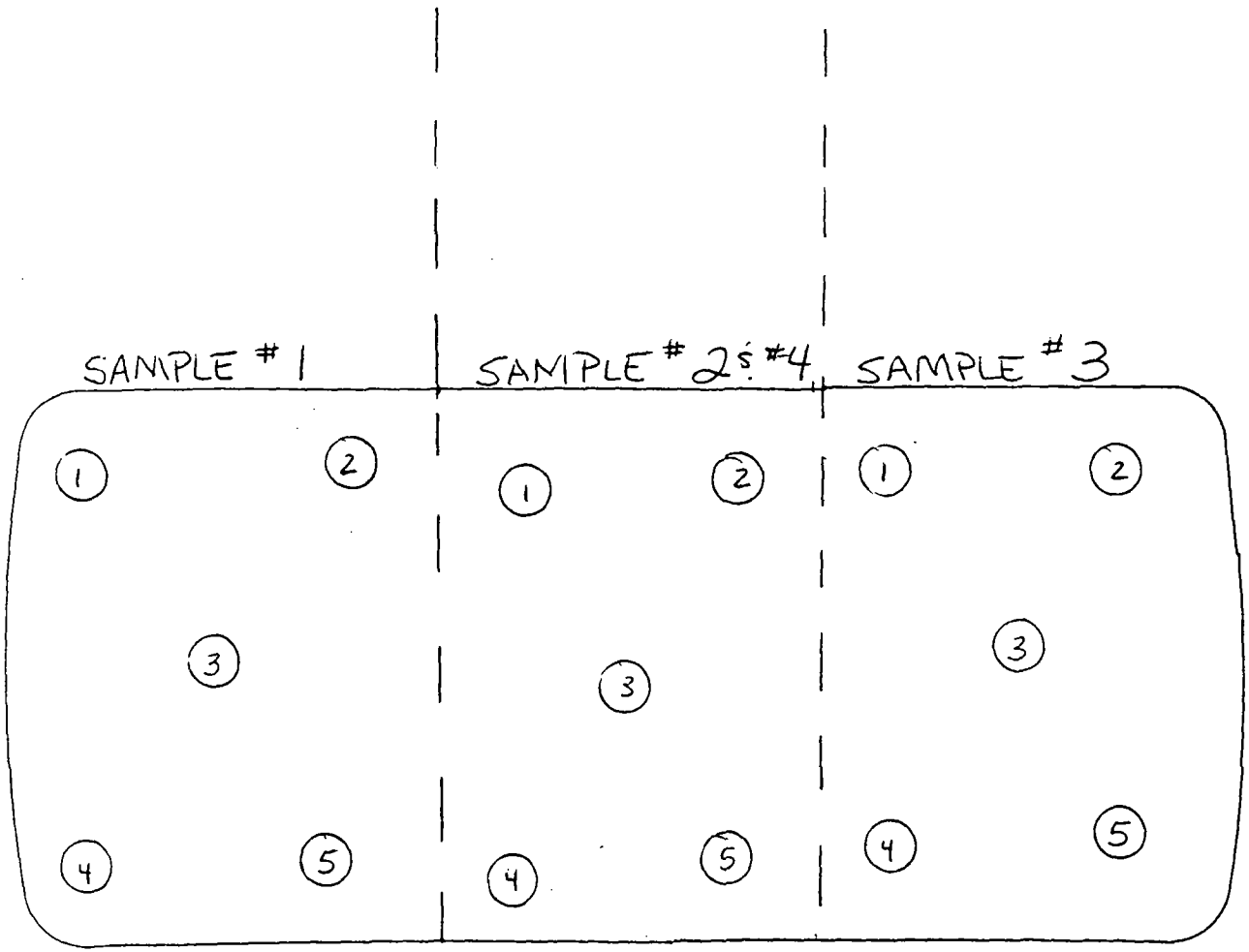
Legend: M : < MDA value, J : Estimated

BJ Granados
11/18/96

BB 11-14-96

PILE #7

N



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132843

BKGD = 3324 CPM

	γ SCAN RESULTS	
1*	3373	3352
2*	3656	3585
3*	3174	3213
4*	3192	3121
5*	3033	2963

	γ SCAN RESULTS	
1	3454	3414
2	3496	3418
3	3671	3586
4	3256	3118
5	3146	2933

	γ SCAN RESULTS	
1	3435	3258
2	3622	3676
3	3176	3095
4	3269	3207
5	3266	3243

(γ SCAN RESULTS IN CPM)

Copy

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

11/27/96 8:27

PILE # 8

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data											Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g			
S 001	27.9	25.4	8.96%	M	0.8	0.3		0.4	0.1	M	0.3	0.1	J		0.8
S 002	26.2	23.9	8.78%	M	0.8	0.7		0.5	0.1	M	0.1	0.2	J		0.7
S 003	32.4	29.1	10.19%	M	0.8	0.4		0.4	0.1	M	0.4	0.1	J		0.9
												Average			0.8
S 004 Dup. of : S 003	34	30.5	10.29%	M	1.1	0.4		0.6	0.1	M	0.2	0.1	J		0.8

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BZ Granados 2
12/4/96

DD 12-5-96
BB 11/27/96

LL.II 7.6

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 11/25/96 15:48

PILE # 8

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.7	0.3		0.4	0.1	M	0.3	0.1	J	0.7
S 002	M	0.7	0.7		0.5	0.1	M	0.1	0.2	J	0.6
S 003	M	0.7	0.4		0.4	0.1	M	0.4	0.1	J	0.8
									Average		0.7
S 004 Dup. of : S 003	M	1.0	0.4		0.5	0.1	M	0.2	0.1	J	0.7

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

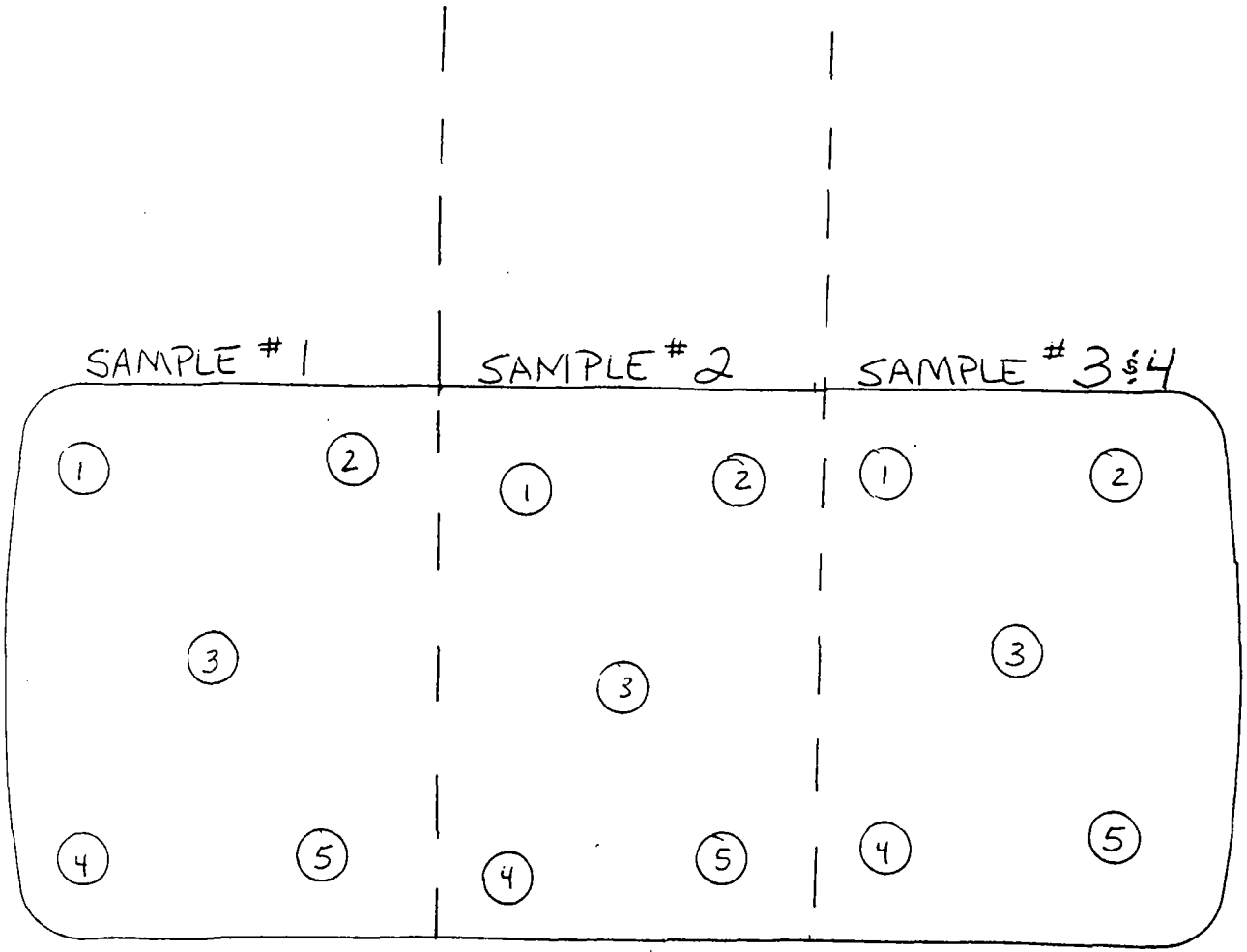
Legend: M : < MDA value, J : Estimated

BJ Granados
12/4/96

BB 11/25/96

N ↓

PILE # 8



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER: 2221 #132843

BKGD = ≈ 2200 CPM

	γ SCAN RESULTS	
1	* 2314	2518
2	* 2939	2797
3	* 2904	2857
4	* 2834	2731
5	* 2805	2861

	γ SCAN RESULTS	
1	3527	3205
2	3000	2933
3	2957	2909
4	2685	2660
5	2740	2712

	γ SCAN RESULTS	
1	2728	2817
2	2990	2956
3	2949	2983
4	2747	2780
5	2928	2995

(γ SCAN RESULTS IN CPM)

Moisture ected

Pile "("

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

12/13/96 8:12

CMI Lift
4/16/97 ~~PILE #~~ 9

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data									Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		
S 001	30.1	28.3	5.98%	M	0.7	0.5		1.1	0.1	M	0.4	0.2	J	1.5
S 002	32.2	30.4	5.59%	M	0.6	0.5		0.7	0.1	M	0.4	0.2	J	1.2
S 003	29.6	27.7	6.42%	M	1.3	0.7		2.8	0.2		0.6	0.2		3.4
												Average		2.0
S 004 Dup. of : S 003	31.1	27.7	10.93%		2.6	1.0		3.1	0.2		0.9	0.3		4.0

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BJ Granados 12/29/96

BB 12/13/96

MSH 12-17-96

LLII 6.2-4

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 12/12/96 8:38

CMI 4/16/97 ~~PILE #~~ Lift 9

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.7	0.5		1.0	0.1	M	0.4	0.2	J	1.4
S 002	M	0.6	0.5		0.7	0.1	M	0.4	0.2	J	1.1
S 003	M	1.2	0.7		2.6	0.2		0.6	0.2		3.2
									Average		1.9

S 004 Dup. of : S 003		2.3	1.0		2.8	0.2		0.8	0.3		3.6

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

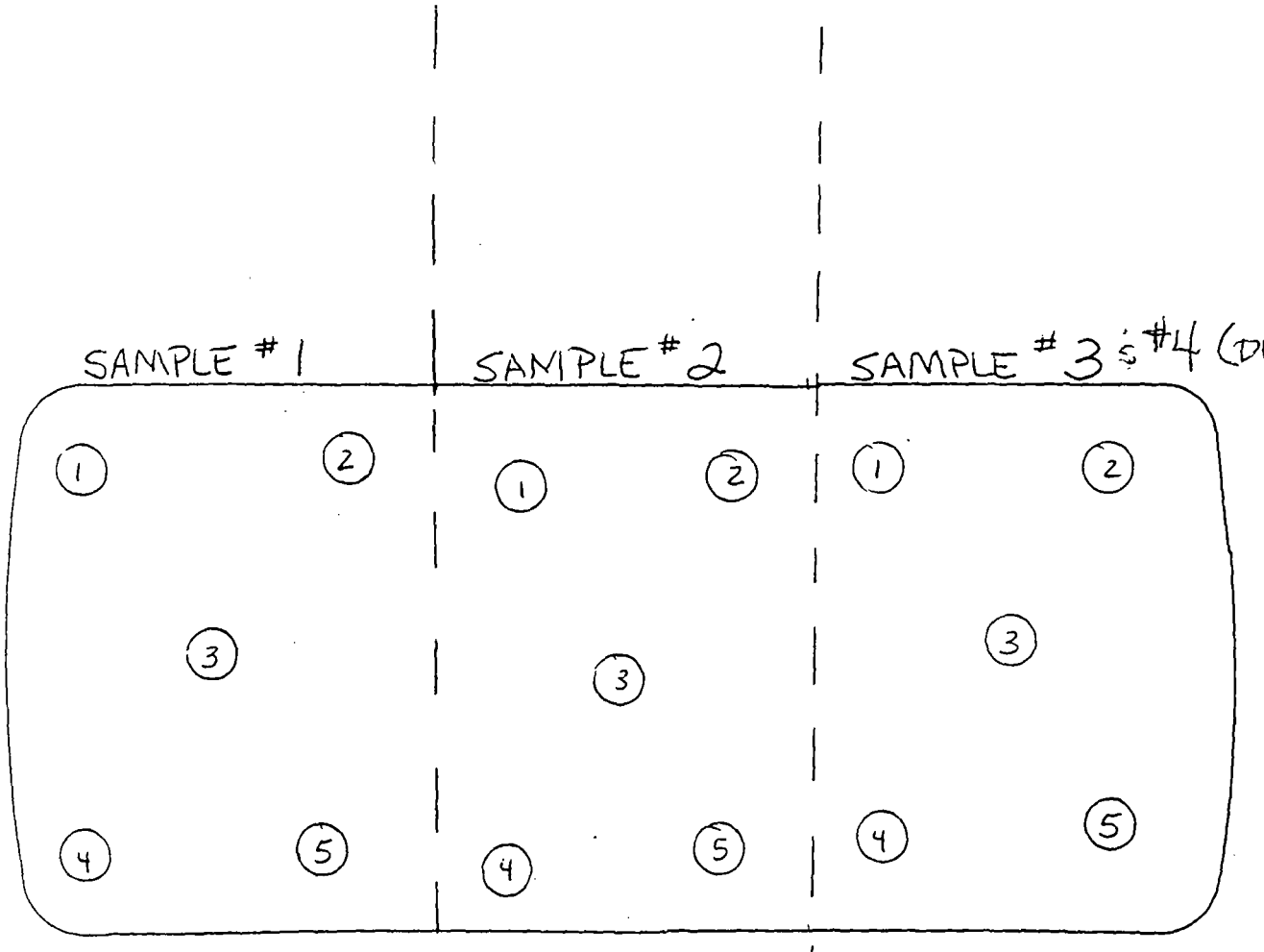
BB 12/12/96

BJ Granado 12/24/96

LLII 6.2-4

PILE # 9

N



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 117621

BKGD = 3295 CPM

	γ SCAN RESULTS	
1*	3993	3964
2*	4025	4027
3*	4131	3850
4*	3669	3539
5*	3551	3503

	γ SCAN RESULTS	
1	3812	3737
2	3464	4106
3	3446	3486
4	4045	3509
5	3412	3853

	γ SCAN RESULTS	
1	6007	5821
2	6609	5525
3	5946	5014
4	7501	5463
5	6263	5114

(γ SCAN RESULTS IN CPM)

Moisture ected

Pile "A"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

12/18/96 10:23

CMI Lift
4/16/97 ~~PILE~~ # **10**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
S 001	33.2	30.4	8.43%	M	1.0	0.5	0.3	0.1	0.7	0.2	1.0
S 002	31.5	27.6	12.38%	M	0.7	0.5	1.6	0.1	0.9	0.2	2.5
S 003	31.9	27.7	13.17%	M	1.2	0.5	1.7	0.1	0.7	0.2	2.4
										Average	2.0
S 004 Dup. of : S 001	32.5	29.3	9.85%	M	0.9	0.4	0.6	0.1	0.8	0.1	1.3

MDA values are: U-238 1.8 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

DJ - 12-26-96

BJ Gunnerdorf
12/29/96

BB 12/18/96

LL II 7.6

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 12/16/96 16:11

Lift ~~PILE~~ # 10

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.9	0.5		0.3	0.1		0.6	0.2		0.9
S 002	M	0.6	0.5		1.4	0.1		0.8	0.2		2.2
S 003	M	1.0	0.5		1.5	0.1		0.6	0.2		2.1
									Average		1.7
S 004 Dup. of : S 001	M	0.8	0.4		0.5	0.1		0.7	0.1		1.2

MDA values are: U-238 1.8 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

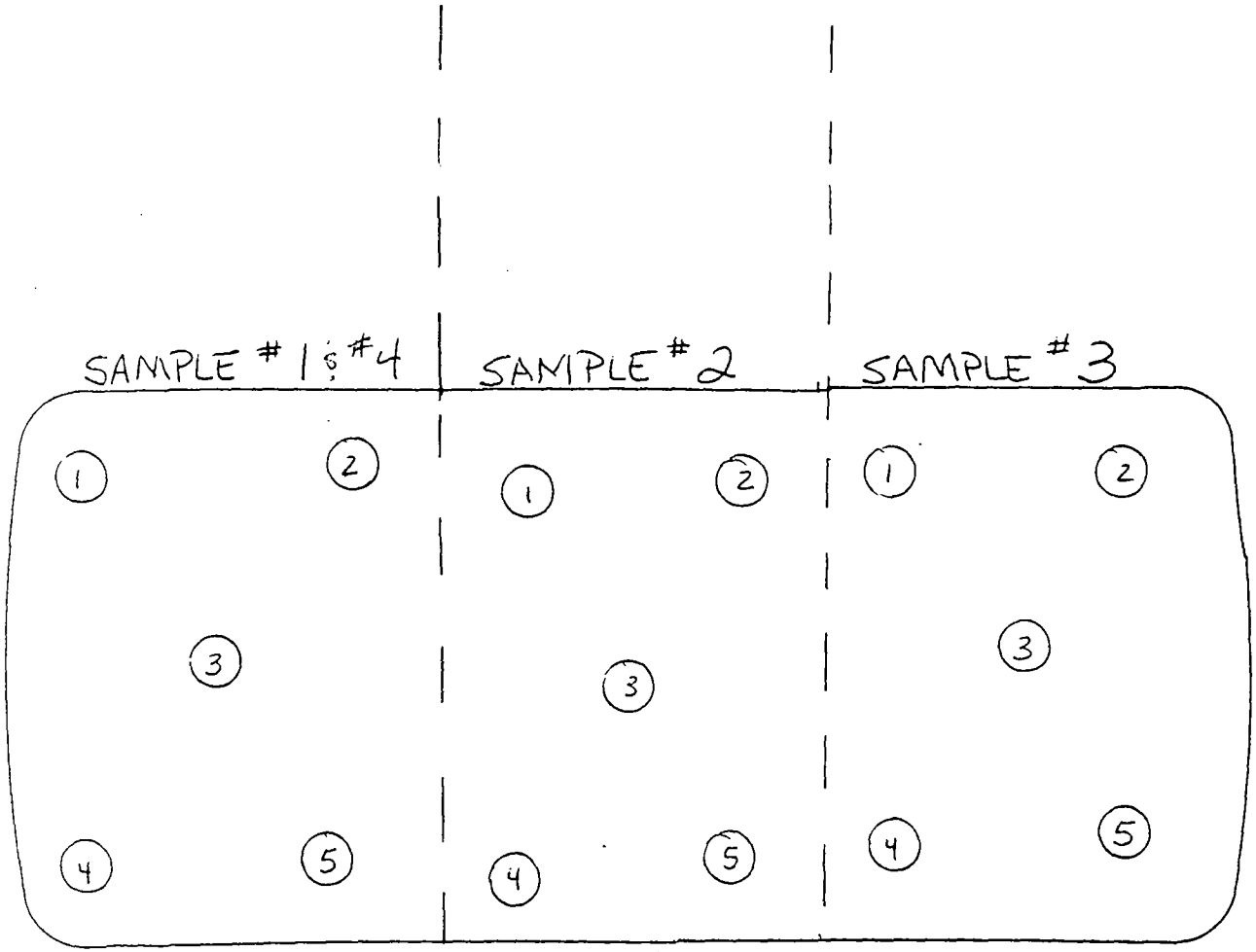
12-26-96

BB 12/16/96

12/19/96

PILE # 10

N



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132843

BKGD = 4171 CPM

	γ SCAN RESULTS	
1	* 5877	5345
2	* 5293	4923
3	* 4840	5054
4	* 3747	4270
5	* 4898	3957

	γ SCAN RESULTS	
1	6099	6188
2	6491	5841
3	6743	6806
4	6396	5497
5	6605	6136

	γ SCAN RESULTS	
1	8370	6183
2	6966	6314
3	7119	6880
4	6617	5829
5	6848	6702

(γ SCAN RESULTS IN CPM)

Evaluation of Overburden Sampling Results

3.7 - 7.1 pCi/g - Pile B		
Lift #	Sample #	Total Radium in pCi/g
2	S 001	1.3
	S 002	4.3
	S 003	4.2
3	S 001	3.1
	S 002	3.8
	S 003	5.1
4	S 001	3.8
	S 002	3.4
	S 003	4.8
6	S 001	3.2
	S 002	3.8
	S 003	2.9

Count (n)	12
Average (X bar)	3.6
Standard Deviation (s)	0.9
Ue	4.1
Release Criteria	7.1
Ue < Release Criteria?	**SAMPLES TESTED MEET 95% CONFIDENCE LEVEL - PILE IS ACCEPTED FOR USE AS ONSITE BACKFILL PER SOP-214 AND 11/15/96 LETTER FROM MS. VERNETA SIMON OF THE USEPA.**

APPROVED: FIELD TEAM LEADER: B. Bono 1/3/97

APPROVED: OFFSITES MANAGER: Dave Jedlicka Jan. 7, 1997

Backfill Location: West End of Area 3 between 15E & 35E Between 8' → 7' deep

Verified placement 2 feet below final grade: B Bono 2/6/97

Name/date

~~LL II 3.6~~ ~~7.1~~

6.2-1 CMI 4/16/92

B Granados 1/30/97

LINDSAY LIGHT II - SITE DELINEATION DRILLING REPORT

3.7 → 7.1 PILE

MOISTURE CORRECTED

11/1/96 10:47

BB ~~PILE~~ LIFT # 2

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	31.8		27	15.09%	M	1.4	0.5		0.7	0.1	M	0.6	0.2	J	1.3
S 002	30.4		26.8	11.84%		1.8	0.6		1.6	0.1		2.7	0.2		4.3
S 003	30.2		26.9	10.93%		2.7	0.7		1.7	0.2		2.5	0.2		4.2
S 004 (Dup)	30.4		26.5	12.83%	M	1.3	0.6		1.0	0.1		1.1	0.2		2.2

AVG. 3.3 BB

MDA values are: U-238 1.6 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BL Shanahan 1/20/96

Note: Was put in 3.7 → 7.1 Pile, ~~bef~~ based on high value of 4.3. Were not averaging as of 10/31/96. Should have gone into clean pile.

BB 10/31/96

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 10/30/96 15:36

BB ~~PILE~~ LIFT # 2

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.2	0.5		0.6	0.1	M	0.5	0.2	J	1.1
S 002		1.6	0.6		1.4	0.1		2.4	0.2		3.8
S 003		2.4	0.7		1.5	0.2		2.2	0.2		3.7
S 004 (Dup)	M	1.1	0.6		0.9	0.1		1.0	0.2		1.9

MDA values are: U-238 1.6 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BJ Granados 2
1/20/97

BB 10/30/96

PILE # 2

• = SAMPLE LOCATION

- - - - = GRID BOUNDARY

* = CONTACT & SCAN
AIRT HEIGHTA & SCAN

BKGD = 3258 CPM

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

11/4/96 8:46

Lift

CMI 4/16/97 ~~PILE #~~ 3

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
S 001	28.4	24.2	14.79%	M	1.2	0.6	1.5	0.1	1.5	0.2	3.1
S 002	31.8	26.8	15.72%	M	0.9	0.8	2.6	0.2	1.2	0.3	3.8
S 003	28.1	24.3	13.52%	M	1.6	0.7	3.2	0.1	1.9	0.2	5.1
S 004 (Dup)	28.8	25	13.19%		3.8	1.0	3.8	0.2	1.4	0.3	5.2

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

D. Jedlicka 11-5-96

Fail — CMI 4/16/97

Legend: M : < MDA value, J : Estimated

BB 11/4/96

LL2 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 10/31/96 15:00

Lift
cmx. 4/16/97 ~~PILE #~~ 3

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.0	0.6		1.3	0.1		1.3	0.2		2.6
S 002	M	0.8	0.8		2.2	0.2		1.0	0.3		3.2
S 003	M	1.4	0.7		2.8	0.1		1.6	0.2		4.4
S 004 (Dup)		3.3	1.0		3.3	0.2		1.2	0.3		4.5

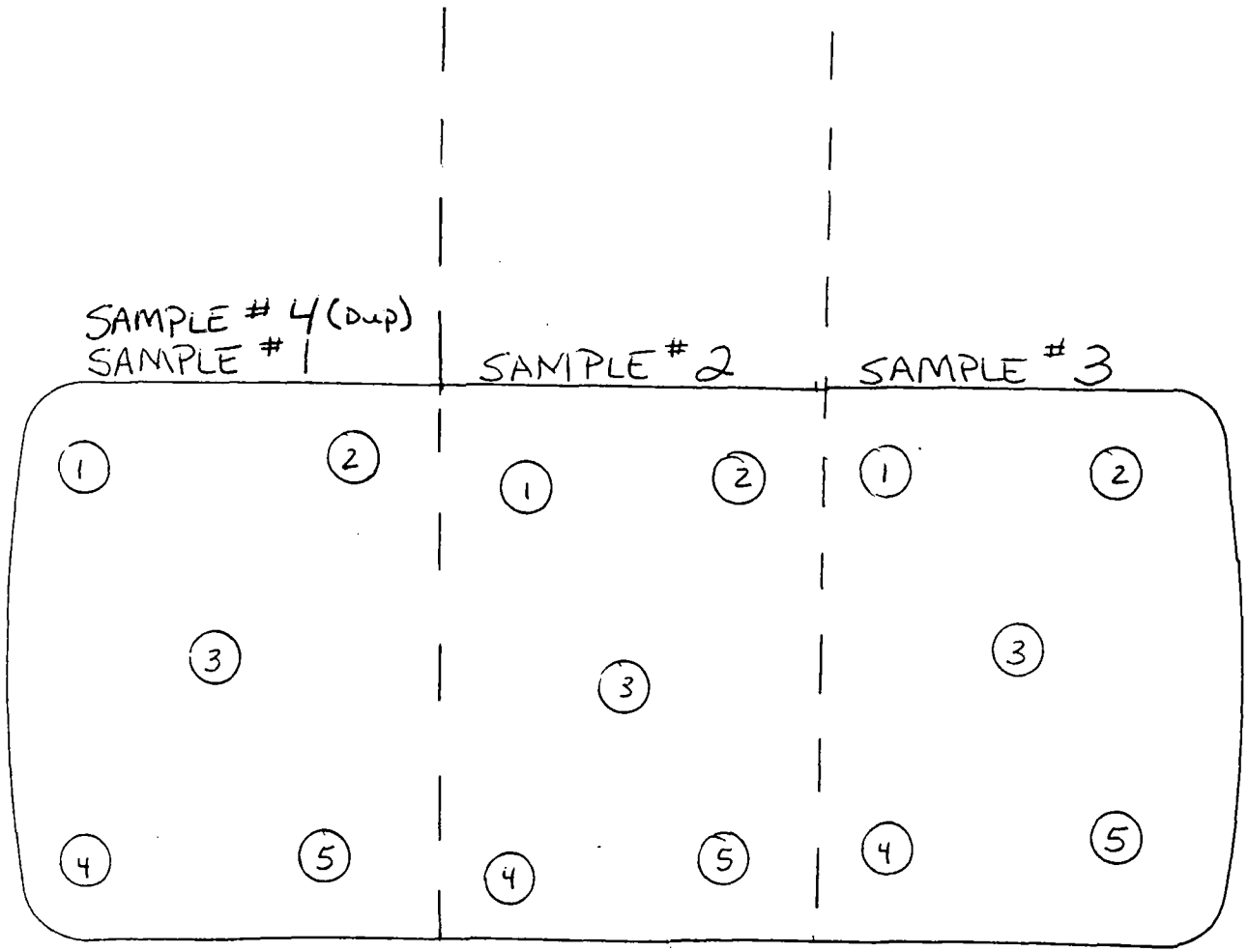
MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BB 10/31/96

PILE # 3

N



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS (CPM)

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER : 2221 # 132843

BKGD = 3318 CPM

	γ SCAN RESULTS	
1	* 6603	4342
2	* 5732	4420
3	* 8405	5949
4	* 5230	4429
5	* 6554	4748

	γ SCAN RESULTS	
1	5627	5352
2	7839	6252
3	7525	5597
4	7098	5235
5	7702	5520

	γ SCAN RESULTS	
1	7918	5753
2	9634	5915
3	7971	5233
4	8191	6244
5	8118	5269

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

11/4/96 8:38
Lift
CMT 4/16/97 ~~PILE #~~ 4

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
S 001	24.7	21.4	13.36%	M	1.0	0.8	0.9	0.2	2.9	0.3	3.8
S 002	24.1	20.7	14.11%	M	1.2	0.6	1.3	0.1	2.1	0.2	3.4
S 003	22.5	19.4	13.78%	M	0.1	0.9	2.6	0.2	2.2	0.3	4.8
S 004 (Dup)	26.7	23	13.86%	M	0.8	0.8	1.7	0.2	2.1	0.3	3.8

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

D. Jedlicka 11-5-96 Fail

Legend: M : < MDA value, J : Estimated

BB 11-5-96

LL 2 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 11/1/96 9:02

Lift
cmt 4/16/97 ~~PILE #~~ 4

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.9	0.8		0.8	0.2		2.5	0.3		3.3
S 002	M	1.0	0.6		1.1	0.1		1.8	0.2		2.9
S 003	M	0.1	0.9		2.2	0.2		1.9	0.3		4.1
S 004 (Dup)	M	0.7	0.8		1.5	0.2		1.8	0.3		3.3

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

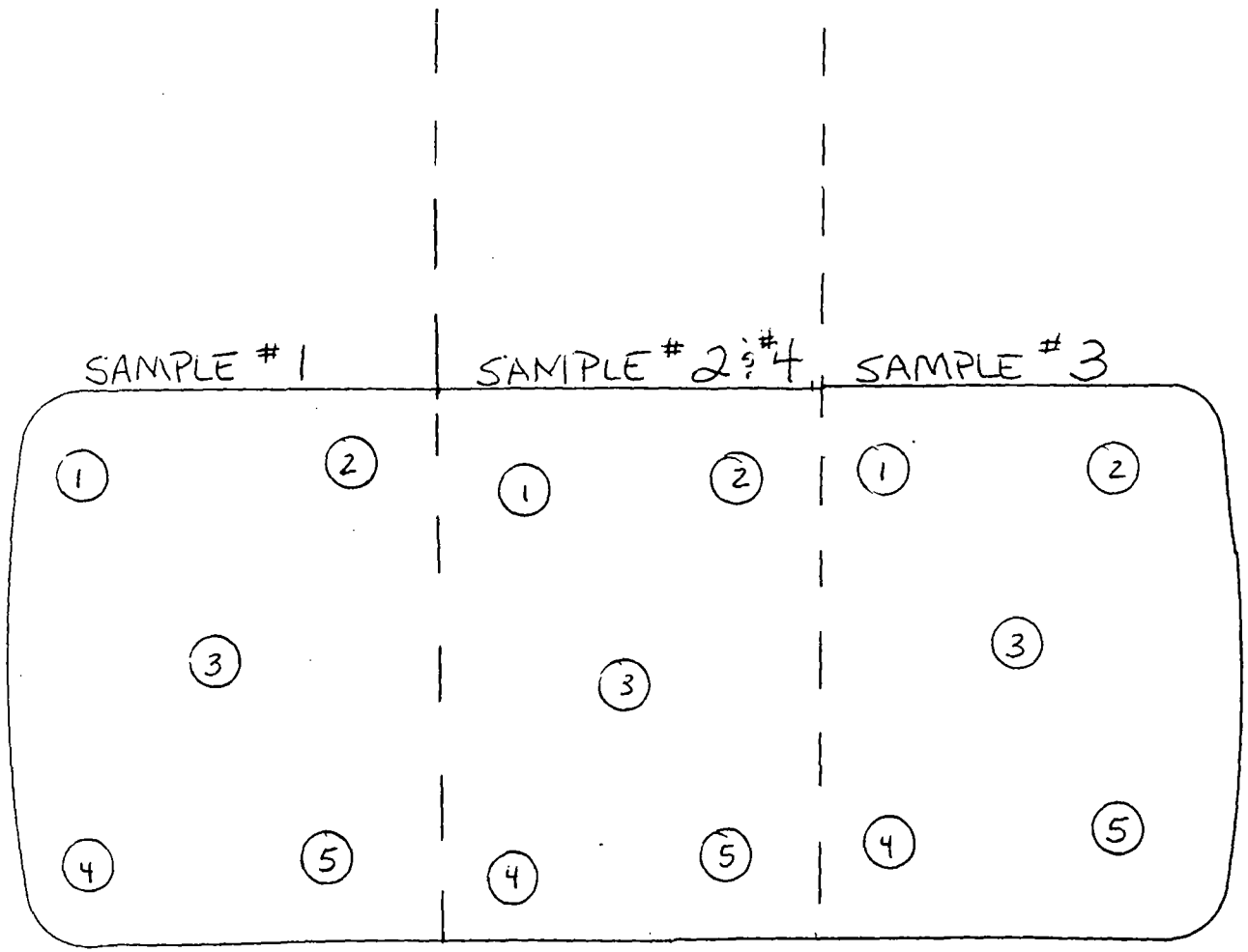
Legend: M : < MDA value, J : Estimated

BB 11/1/96

LL2 6.2-1

(N ↓

PILE # 4



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

— — — GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER : 2221 #132843

BKGD = 3365 CPM

	γ SCAN RESULTS	
1*	5407	5014
2*	6494	4572
3*	8890	5373
4*	7850	5289
5*	5911	4125

	γ SCAN RESULTS	
1	6235	4835
2	6241	4727
3	7468	4986
4	5729	4622
5	4381	3780

	γ SCAN RESULTS	
1	9275	5550
2	6524	5182
3	5856	5584
4	7920	4918
5	5452	5147

(γ SCAN RESULTS IN CPM)

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

11/11/96 10:34

Lift
~~PILE #~~ **6 - Resample**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data									Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g	
S 001	31.9	26.8	15.99%		2.1	0.6		1.7	0.1		1.5	0.2	3.2
S 002	33.9	28.2	16.81%	M	0.8	0.8		2.6	0.2		1.2	0.3	3.8
S 003	30.5	25.9	15.08%	M	0.1	0.7		1.9	0.2		1.1	0.2	2.9
												Average	3.3
S 004 Dup. of : S 001	29.7	24.9	16.16%		1.9	0.7		1.8	0.2		1.1	0.2	2.9

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

D. Jedlicka 12-17-96

Legend: M : < MDA value, J : Estimated

B L Granados
11/12/96

BB 11-11-96

File
LL II - 6.24

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Lift Date: 11/7/96 15:31

CMI 4/16/97 ~~PILE #~~ **6 - Resample**

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001		1.8	0.6		1.4	0.1		1.3	0.2		2.7
S 002	M	0.7	0.8		2.2	0.2		1.0	0.3		3.2
S 003	M	0.1	0.7		1.6	0.2		0.9	0.2		2.5
									Average		2.8
S 004 Dup. of : S 001		1.6	0.7		1.5	0.2		0.9	0.2		2.4

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BJ Grandos 15/12/96

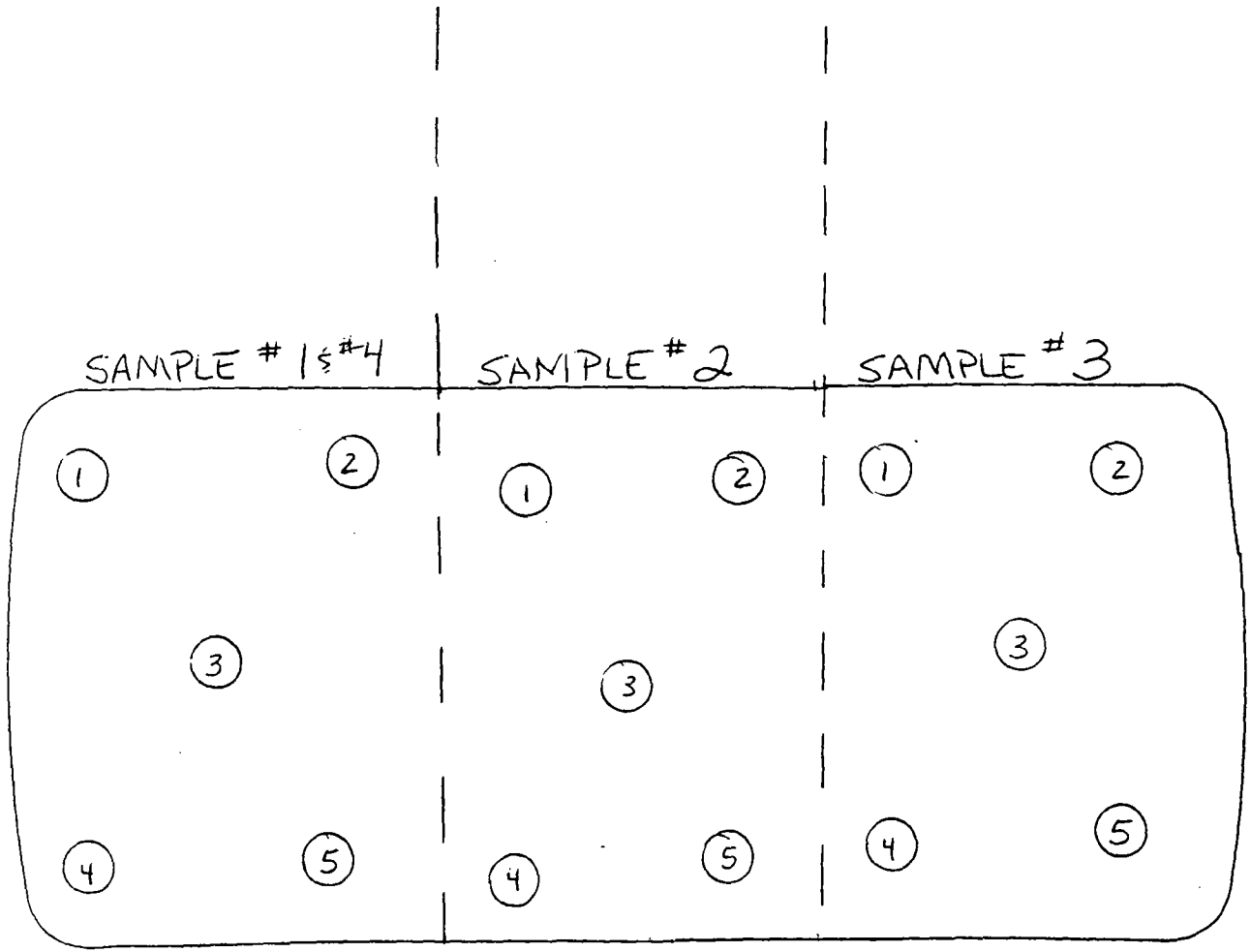
12-17-96

BB 11-7-96

LLII 6.2-4

N

PILE # 6 - RE-SAMPLE



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER: 2221 #132843

BKGD = 2358 CPM

	γ SCAN RESULTS	
1*	6650	5578
2*	9292	6787
3*	8498	6689
4*	5477	4612
5*	4740	4715

	γ SCAN RESULTS	
1	7831	6239
2	5781	5295
3	7064	6296
4	8706	6216
5	6599	6168

	γ SCAN RESULTS	
1	5554	5228
2	5398	5096
3	7368	6054
4	6416	5330
5	5918	4903

(γ SCAN RESULTS IN CPM)

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

11/7/96 14:38

Lift

CMI ~~PILE~~ # 6

4/16/97

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
S 001	26.2	22.9	12.60%		1.7	0.7	2.9	0.2	1.6	0.2	4.5
S 002	26.7	23.3	12.73%		2.8	0.9	3.0	0.2	1.3	0.3	4.2
S 003	26.8	23.2	13.43%		2.1	0.7	2.0	0.2	1.8	0.2	3.8
										Average	4.2
S 004 Dup. of : S 001	25.6	22.3	12.89%	M	0.0	0.9	7.1	0.2	1.5	0.3	8.6

12-17-96

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

B L Gronda
11/12/96

QA SAMPLE OUT OF RANGE - RESAMPLE PILE

BB 11-7-96

LL II 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 11/7/96 14:32

Lift ~~PILE #~~ 6

CMS 4/16/97

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001		1.5	0.7		2.5	0.2		1.4	0.2		3.9
S 002		2.4	0.9		2.6	0.2		1.1	0.3		3.7
S 003		1.8	0.7		1.7	0.2		1.6	0.2		3.3
									Average		3.6
S 004 Dup. of : S 001	M	0.0	0.9		6.2	0.2		1.3	0.3		7.5

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

BT Granados 11/18/96

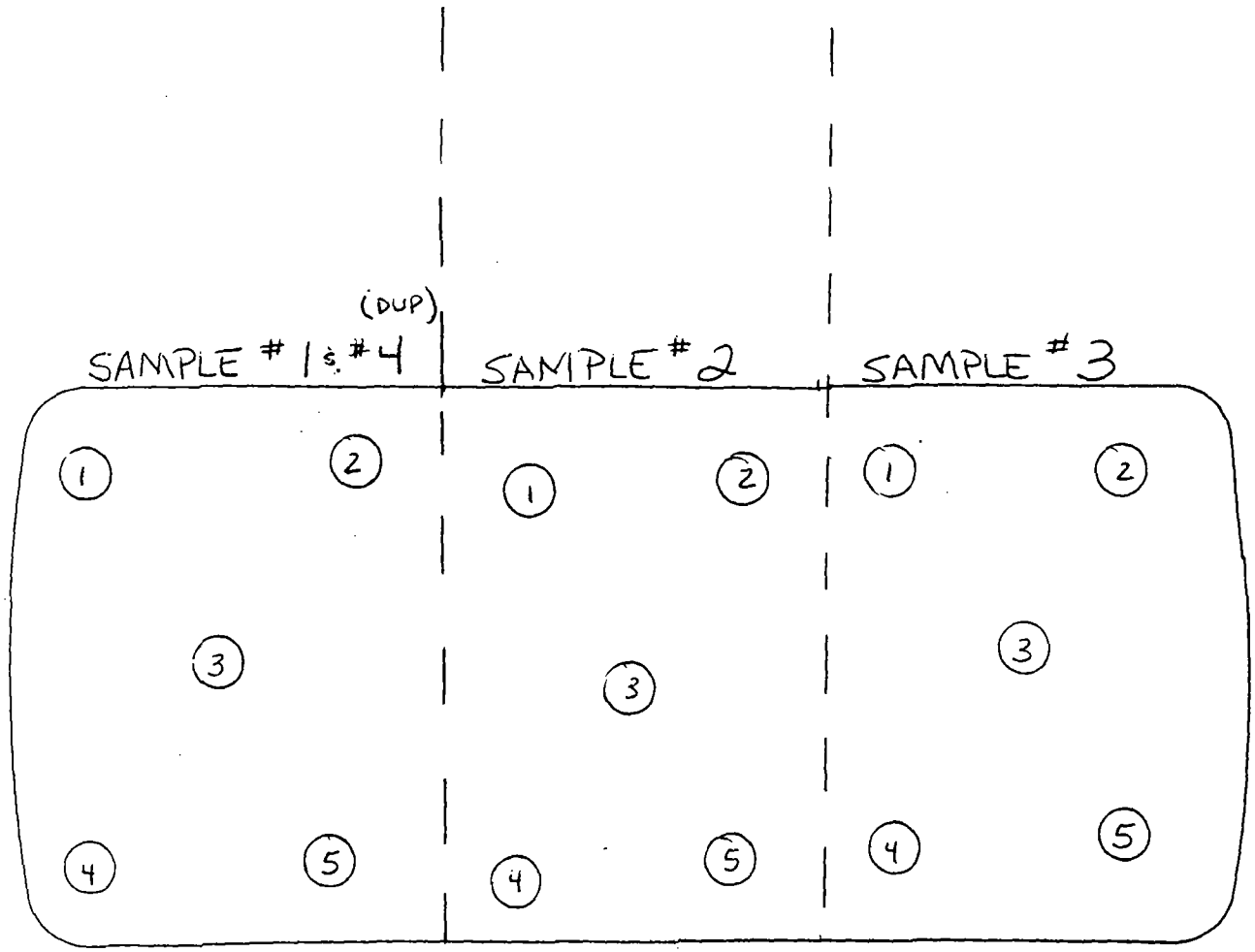
DB 12-17-96

BB 11-7-96

LLII 6.2-4

PILE # 6

N ↓



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER: 2221 # 132843

BKGD = 2594 CPM

	γ SCAN RESULTS	
1*	6370	5400
2*	8734	6147
3*	7509	6242
4*	5286	4664
5*	4296	4186

	γ SCAN RESULTS	
1	8363	5758
2	5597	4792
3	6817	5826
4	6904	6164
5	6661	5178

	γ SCAN RESULTS	
1	5902	5177
2	5366	4713
3	6700	5760
4	5726	5302
5	5994	4897

(γ SCAN RESULTS IN CPM)

Evaluation of Overburden Sampling Results

~~<3.7~~ <7.1 pCi/g - Pile C BB 4-15-97		
Lift #	Sample #	Total Radium in pCi/g
12	S 001	3.6
	S 002	2.8
	S 003	2.5
13	S 001	0.7
	S 002	1.2
	S 003	0.7
14	S 001	0.4
	S 002	0.6
	S 003	0.7
15	S 001	1.0
	S 002	1.2
	S 003	1.1
16	S 001	1.8
	S 002	1.5
	S 003	1.5
17	S 001	2.3
	S 002	1.4
	S 003	0.9
18	S 001	1.2
	S 002	1.1
	S 003	1.3
19	S 001	1.3
	S 002	1.1
	S 003	1.5
20	S 001	1.1
	S 002	1.3
	S 003	1.5
21	S 001	2.0
	S 002	1.3
	S 003	1.8

Count (n)	30
Average (X bar)	1.4
Standard Deviation (s)	0.7
Ue	1.6
Release Criteria	~~3.7~~ 7.1 BB 4-15-97

Ue < Release Criteria? **SAMPLES TESTED MEET 95% CONFIDENCE LEVEL - PILE IS ACCEPTED FOR USE AS ONSITE BACKFILL PER SOP-214**

APPROVED: FIELD TEAM LEADER: Bernie Bono

APPROVED: OFFSITES MANAGER: Dave Jedlicka March 27, 1997

Name/date

Backfill Location: Far west end of Area 3 between 0E & 15E and 0N and 25N, from approx. 11' to 8' below the former surface of the lot. B. Bono 4-15-97

6.2-1
LL II ~~3.6~~

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

12/21/96 14:50

PILE # **12 Resample**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data									Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		
S 001	18.6	16.6	10.75%	M	1.2	0.8		1.3	0.2		2.2	0.3		3.6
S 002	23.4	20.6	11.97%	M	1.2	0.6		0.9	0.1		1.9	0.2		2.8
S 003	24.7	22.6	8.50%	M	1.3	0.5		1.2	0.1		1.3	0.2		2.5
												Average		3.0
S 004 Dup. of : S 003	23	20.9	9.13%	M	0.8	0.7		1.3	0.1		1.5	0.2		2.9

MDA values are: U-238 1.7 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

12-26-96

12/29/96

BB 12/21/96

LL II 7.6 6.2-1 cm

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 12/20/96 13:42

PILE # 12 Resample

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.1	0.8		1.2	0.2		2.0	0.3		3.2
S 002	M	1.1	0.6		0.8	0.1		1.7	0.2		2.5
S 003	M	1.2	0.5		1.1	0.1		1.2	0.2		2.3
									Average		2.7
S 004 Dup. of : S 003	M	0.7	0.7		1.2	0.1		1.4	0.2		2.6

MDA values are: U-238 1.7 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.6 pCi/g

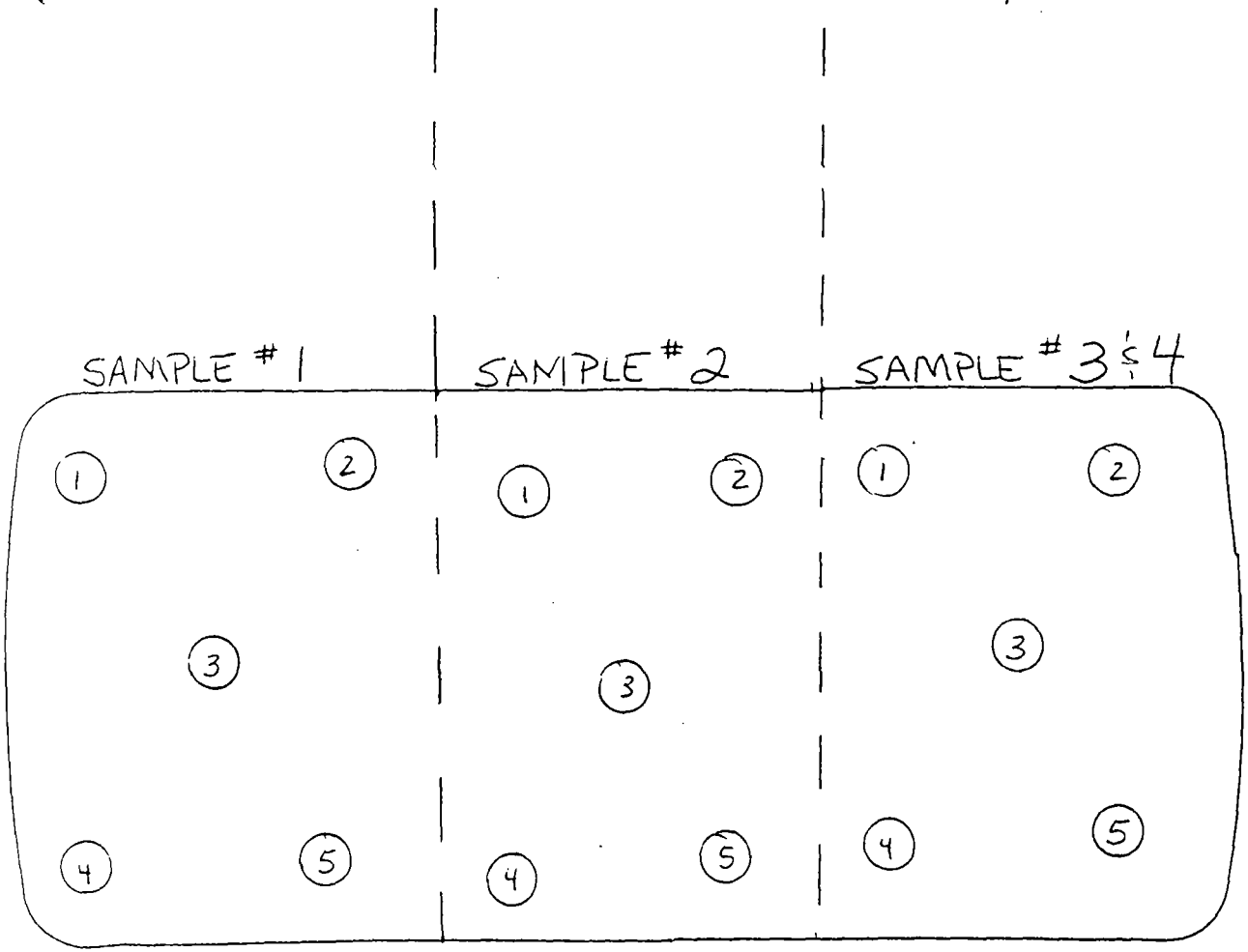
Legend: M : < MDA value, J : Estimated

B J Granados 12/29/96

AG 12-26-96
3B 12/20/96

PILE # 12 R - SAMPLE

N ↓



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

- - - GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER : 2221 # 117621

BKGD = 4421 CPM

	γ SCAN RESULTS	
1*	6913	6614
2*	7112	6200
3*	6830	6506
4*	6270	5889
5*	6066	5808

	γ SCAN RESULTS	
1	6726	6582
2	7552	7088
3	6913	6185
4	5750	5502
5	5351	5242

	γ SCAN RESULTS	
1	6285	5974
2	5859	5404
3	5559	5533
4	4985	5171
5	5385	5502

(γ SCAN RESULTS IN CPM)

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

12/21/96 14:49

PILE # **12**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
S 001	20.9	18	13.88%		3.1	0.8	1.4	0.2	1.7	0.3	3.1
S 002	19.4	17	12.37%	M	0.0	1.0	1.8	0.2	2.1	0.4	3.9
S 003	21.4	19	11.21%	M	0.0	0.9	1.9	0.2	1.1	0.3	3.0
										Average	3.4
										Std. Dev. (SD)	0.4
										3 x SD.	1.1
										AVG + 3 SD	4.5
S 004 Dup. of : S 003	22.3	20.2	9.42%	M	0.7	1.0	4.4	0.2	2.0	0.3	6.4

MDA values are: U-238 1.7 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

DUPLICATE SAMPLE RESULTS ARE OUTSIDE OF 3 STANDARD DEVIATIONS - RESULTS UNACCEPTABLE - RESURVEY & RESAMPLE PILE

12/29/96

12-26-96

BD 12/21/96

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 12/19/96 13:37

PILE # 12

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001		2.7	0.8		1.2	0.2		1.5	0.3		2.7
S 002	M	0.0	1.0		1.6	0.2		1.8	0.4		3.4
S 003	M	0.0	0.9		1.7	0.2		1.0	0.3		2.7
									Average		2.9
									Std. Dev. (SD)		0.3
									3 x SD.		1.0
									AVG + 3 SD		3.9
S 004 Dup. of : S 003	M	0.6	1.0		4.0	0.2		1.8	0.3		5.8

MDA values are: U-238 1.7 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.6 pCi/g

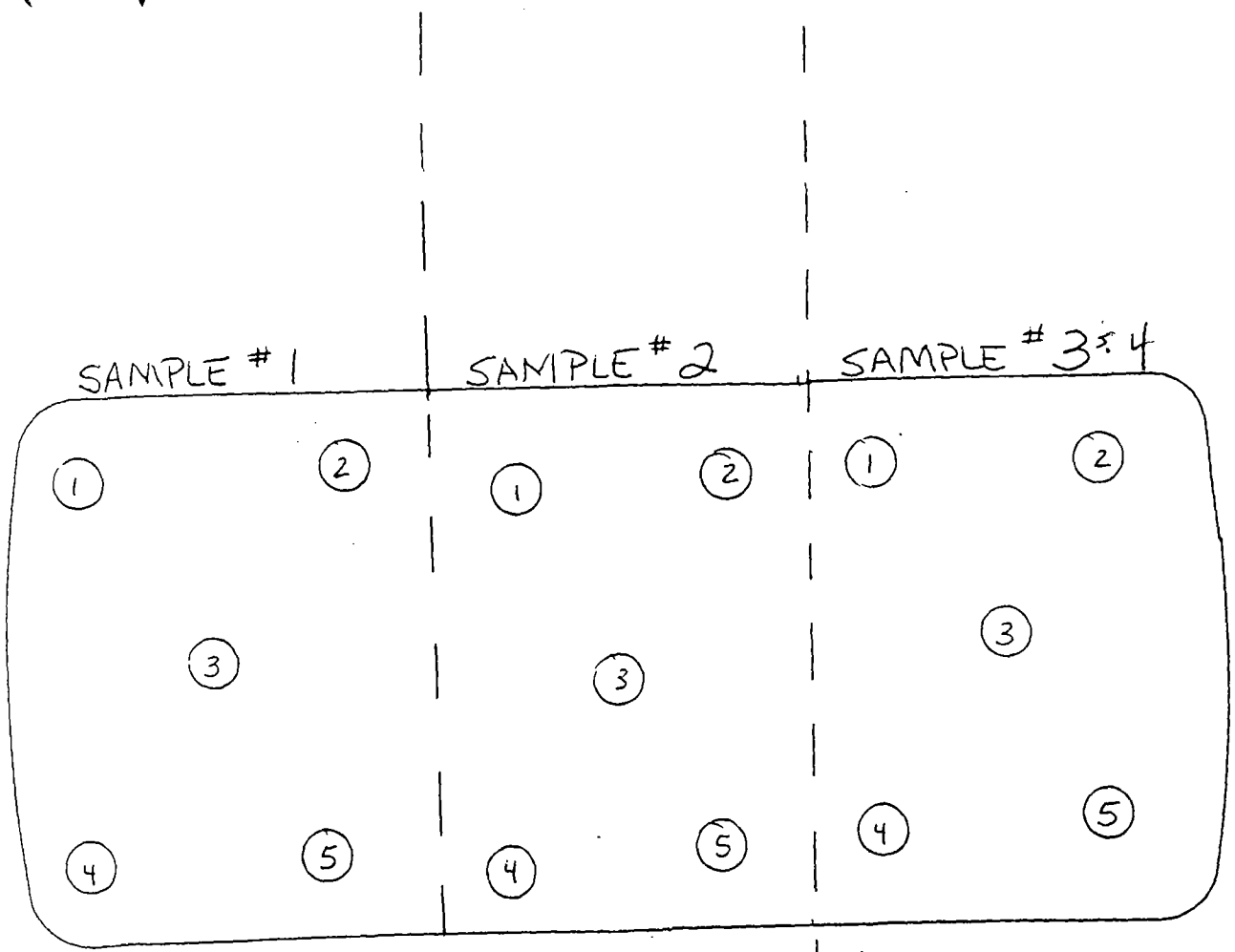
Legend: M : < MDA value, J : Estimated

DUPLICATE SAMPLE RESULTS ARE OUTSIDE OF 3 STANDARD DEVIATIONS - RESULTS UNACCEPTABLE - RESURVEY & RESAMPLE PILE

B J Glenn 12/29/96

BB 12/26/96
BB 12/19/96

PILE # 12



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

*CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 11762

BKGD = [illegible] CPM

	γ SCAN RESULTS	
1*	5921	5545
2*	7878	5674
3*	6861	6823
4*	5640	5755
5*	7381	5961

	γ SCAN RESULTS	
1	7774	6178
2	7754	5629
3	7196	5324
4	6084	4763
5	5515	5425

	γ SCAN RESULTS	
1	7143	5142
2	6271	5704
3	5276	4815
4	5718	4635
5	5571	5877

(γ SCAN RESULTS IN CPM)

Moisture Corrected

<3.7 pile

PILE C

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

2/5/97 15:06

LIFT # **13**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	29.2		26.6	8.90%	M	0.5	0.5		0.4	0.1	M	0.2	0.2	J	0.7
S 002	31		28.4	8.39%	M	0.2	0.5		1.0	0.1	M	0.2	0.2	J	1.2
S 003	27.9		25.4	8.96%	M	0.0	0.4	M	0.2	0.1	M	0.4	0.2	J	0.7
													Average		0.8
S 004 Dup. of : S 003	25.3		23	9.09%	M	0.2	0.2		0.3	0.0	M	0.3	0.1	J	0.7

MDA values are: U-238 1.7 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

B L Granados
2/13/97

6.2-1 cmI

LL II ~~7.6~~

BB 2/5/97

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 2/5/97 15:06

LIFT # 13

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.5	0.5		0.4	0.1	M	0.2	0.2	J	0.6
S 002	M	0.2	0.5		0.9	0.1	M	0.2	0.2	J	1.1
S 003	M	0.0	0.4	M	0.2	0.1	M	0.4	0.2	J	0.6
									Average		0.8

S 004 Dup. of : S 003	M	0.2	0.2		0.3	0.0	M	0.3	0.1	J	0.6

MDA values are: U-238 1.7 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

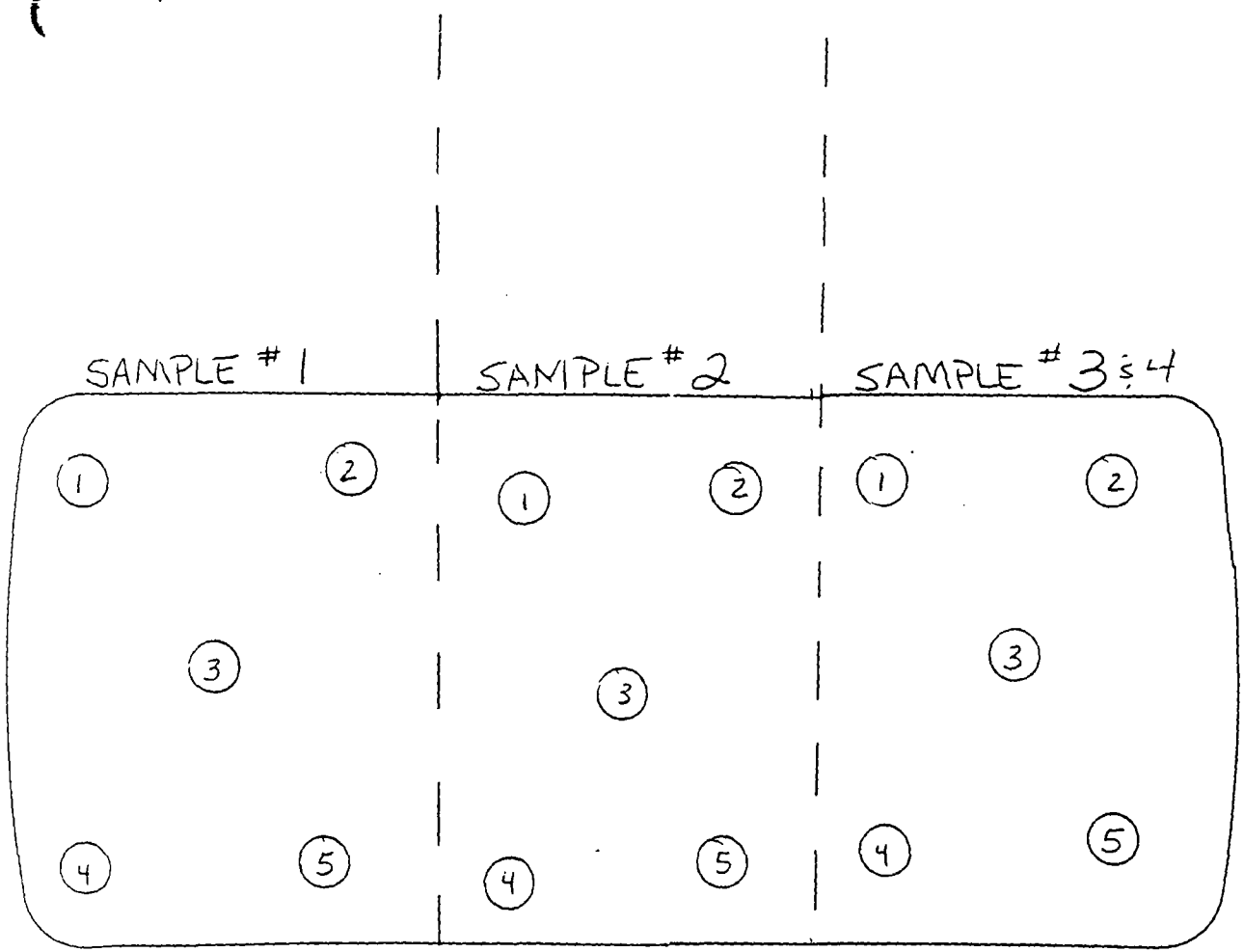
Legend: M : < MDA value, J : Estimated

BJ Granados 2/13/97

BB 2/5/97

N ↓

~~PILE~~ #3 2-5-97



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 #132843

BKGD = 4562 CPM

	γ SCAN RESULTS	
1*	6622	5096
2*	5640	4818
3*	5593	5097
4*	6604	5814
5*	6859	5573

	γ SCAN RESULTS	
1	5721	5207
2	4880	4554
3	5160	4587
4	5727	4913
5	5069	3998

	γ SCAN RESULTS	
1	4389	5013
2	4139	4728
3	3552	4429
4	4088	4312
5	4771	4719

(γ SCAN RESULTS IN CPM)

Moisture Corrected

<3.7 pile
PILE "C"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

2/10/97 15:32

LIFT # **14**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data										Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		
S 001	33.3	29.9	10.21%	M	1.8	0.6	M	0.0	0.1	M	0.4	0.2	J	0.4
S 002	30.1	27	10.30%	M	1.2	0.6	M	0.2	0.1	M	0.3	0.2	J	0.6
S 003	33.6	30.2	10.12%	M	0.0	0.7	M	0.2	0.1	M	0.4	0.2	J	0.7
												Average		0.6
S 004 Dup. of : S001	32	28.8	10.00%	M	2.2	0.8	M	-0.1	0.1	M	0.3	0.3	J	0.2

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

BJ Granados
2/14/97

6.2-1 cmI

LL II ~~6.2-4~~

BB 2/10/97

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 2/5/97 15:29

LIFT # 14

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.6	0.6	M	0.0	0.1	M	0.4	0.2	J	0.4
S 002	M	1.1	0.6	M	0.2	0.1	M	0.3	0.2	J	0.5
S 003	M	0.0	0.7	M	0.2	0.1	M	0.4	0.2	J	0.6
									Average		0.5
S 004 Dup. of : S001	M	2.0	0.8	M	-0.1	0.1	M	0.3	0.3	J	0.2

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

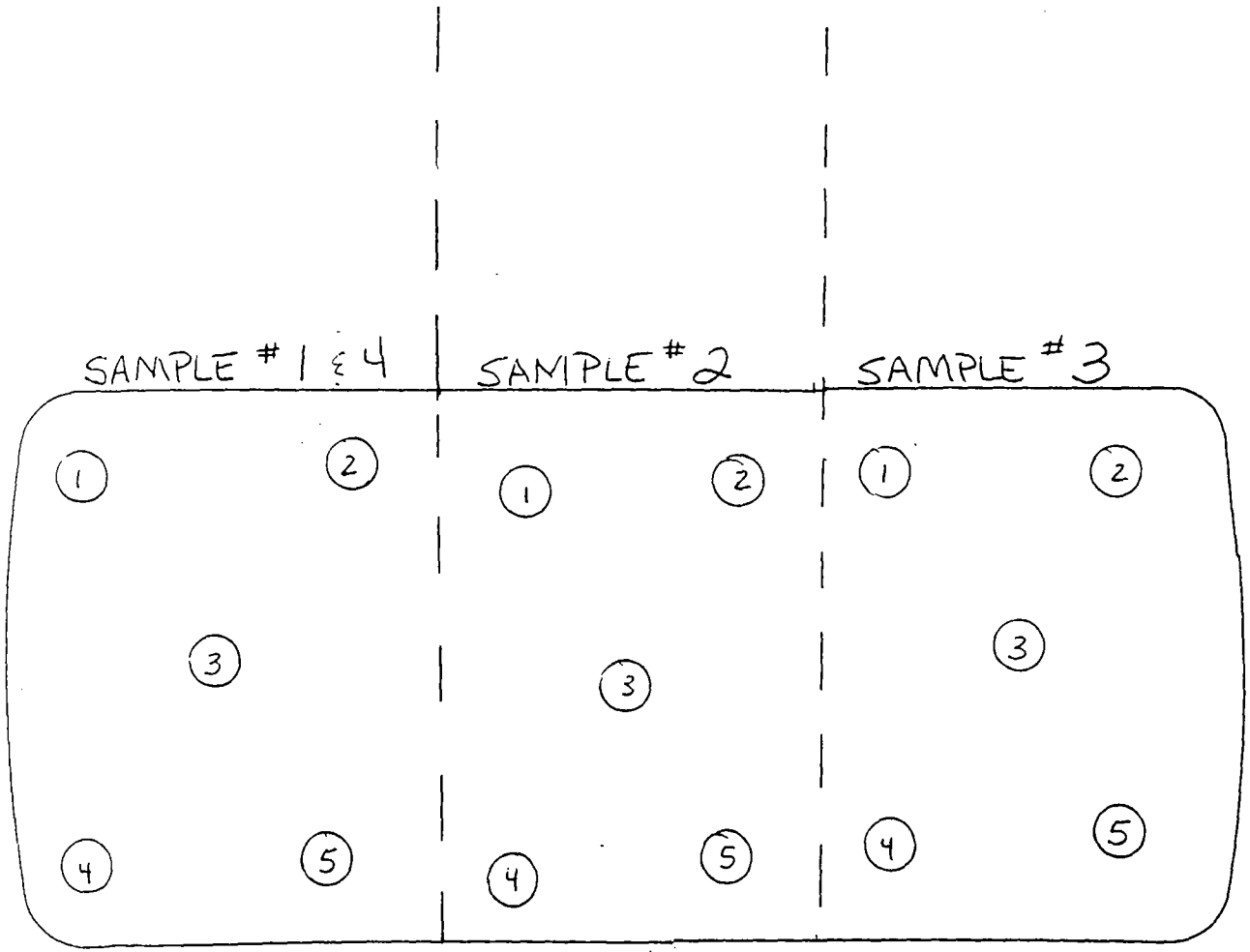
BT Granados 2/14/97

BB 2/5/97

LLII 6.2-4

LIFT # 14

N



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 125432

BKGD = 2310 CPM

	γ SCAN RESULTS	
1 *	2261	2440
2 *	2201	2403
3 *	2472	2493
4 *	2313	2178
5 *	2426	2446

	γ SCAN RESULTS	
1	2334	2324
2	2404	2430
3	2438	2164
4	2288	2237
5	2396	2286

	γ SCAN RESULTS	
1	2261	2427
2	2397	2149
3	2621	2712
4	2317	2548
5	2329	2336

(γ SCAN RESULTS IN CPM)

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

3/11/97 15:07

LIFT # **15**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data											Total Radium in pCi/g
						U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g			
S 001	32		28.4	11.25%	M	0.3	0.5		0.6	0.1	M	0.5	0.2	J		1.0
S 002	32.5		29.4	9.54%	M	1.2	0.6		0.7	0.1	M	0.6	0.2	J		1.2
S 003	31.1		28	9.97%	M	0.7	0.6	M	0.3	0.1	M	0.8	0.2	J		1.1
													Average			1.1
S 004 Dup. of : S003	32		28.8	10.00%	M	1.4	0.5		0.6	0.1	M	0.7	0.2	J		1.2

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

BB 3/11/97

D. Jedlicka 3-14-97

BJ Hernandez 3/25/97

LLII 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/11/97 15:07

LIFT # 15

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.3	0.5		0.5	0.1	M	0.4	0.2	J	0.9
S 002	M	1.1	0.6		0.6	0.1	M	0.5	0.2	J	1.1
S 003	M	0.6	0.6	M	0.3	0.1	M	0.7	0.2	J	1.0
									Average		1.0
S 004 Dup. of : S003	M	1.3	0.5		0.5	0.1	M	0.6	0.2	J	1.1

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

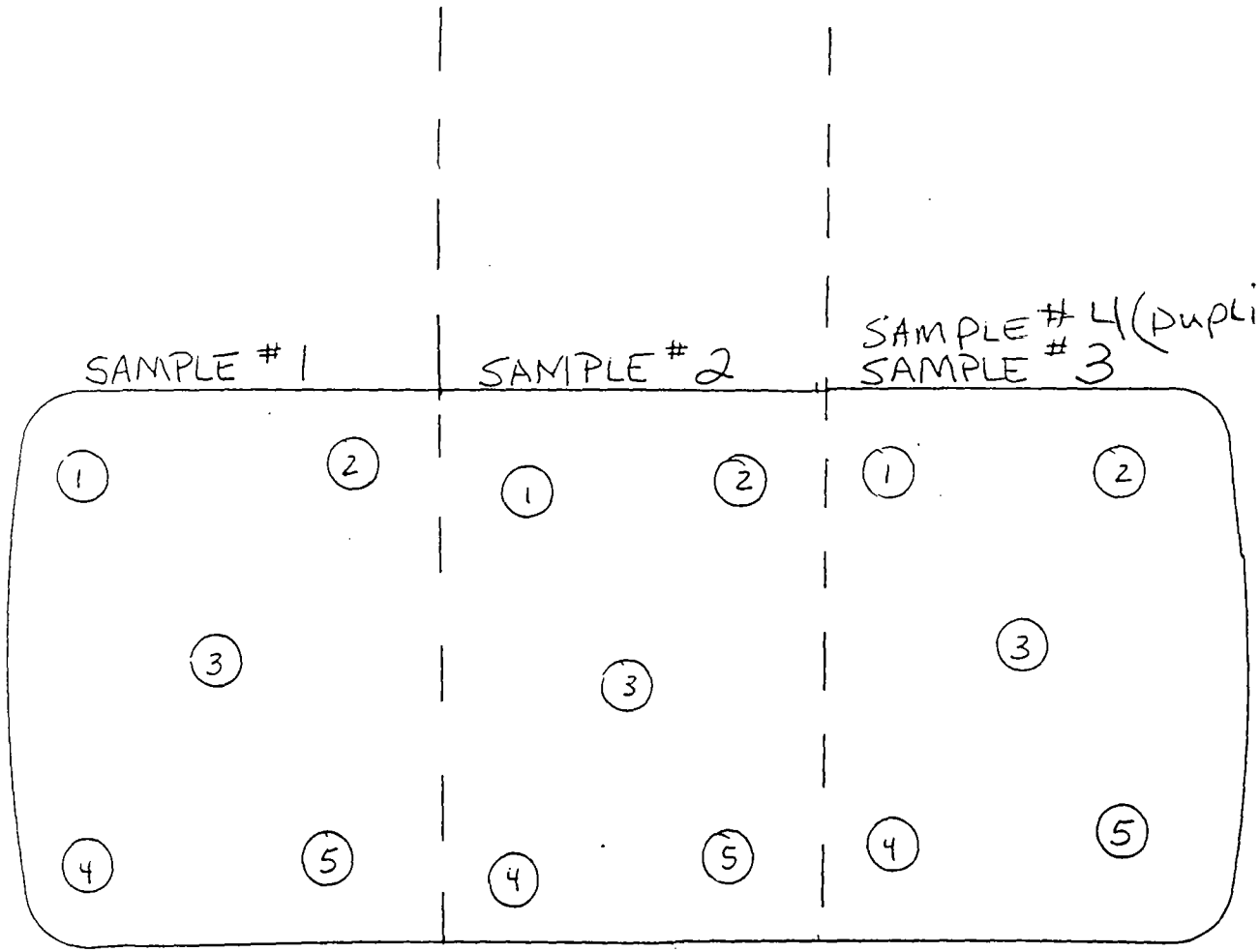
Legend: M : < MDA value, J : Estimated

BB 3/11/97

BL Granados
3/25/97

N

LIFT # 15



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER: 2221 # 132843

BKGD = 2799 CPM

DATE: 3-6-97 SP.

	γ SCAN RESULTS	
1*	3196	2723
2*	6669	3925
3*	2751	2904
4*	2886	2749
5*	3857	2653

	γ SCAN RESULTS	
1	3253	2829
2	3279	2861
3	3171	2990
4	3007	2819
5	4614	3117

	γ SCAN RESULTS	
1	3373	3152
2	3405	2688
3	3133	2787
4	3100	2889
5	3652	2817

(γ SCAN RESULTS IN CPM)

< 3.7 pCi/g
"Pile C"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

3/19/97 14:38

LIFT # 16

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	33.2	29.6	10.84%	M	1.6	0.5		0.9	0.1		0.9	0.2		1.8
S 002	35	31.2	10.86%	M	1.6	0.6		0.6	0.1		0.9	0.2		1.5
S 003	32.8	29.2	10.98%	M	1.6	0.5		0.7	0.1	M	0.8	0.2	J	1.5
												Average		1.6
S 004 Dup. of : S003	34.1	30.4	10.85%	M	1.3	0.5		0.7	0.1		1.0	0.2		1.7

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

B J Granados 4/19/97

D. Jedlicka 4-21-97

BB 3/19/97

LL II 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/18/97 14:32

LIFT # 16

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.4	0.5		0.8	0.1		0.8	0.2		1.6
S 002	M	1.4	0.6		0.5	0.1		0.8	0.2		1.3
S 003	M	1.4	0.5		0.6	0.1	M	0.7	0.2	J	1.3
									Average		1.4
S 004 Dup. of : S003	M	1.2	0.5		0.6	0.1		0.9	0.2		1.5

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

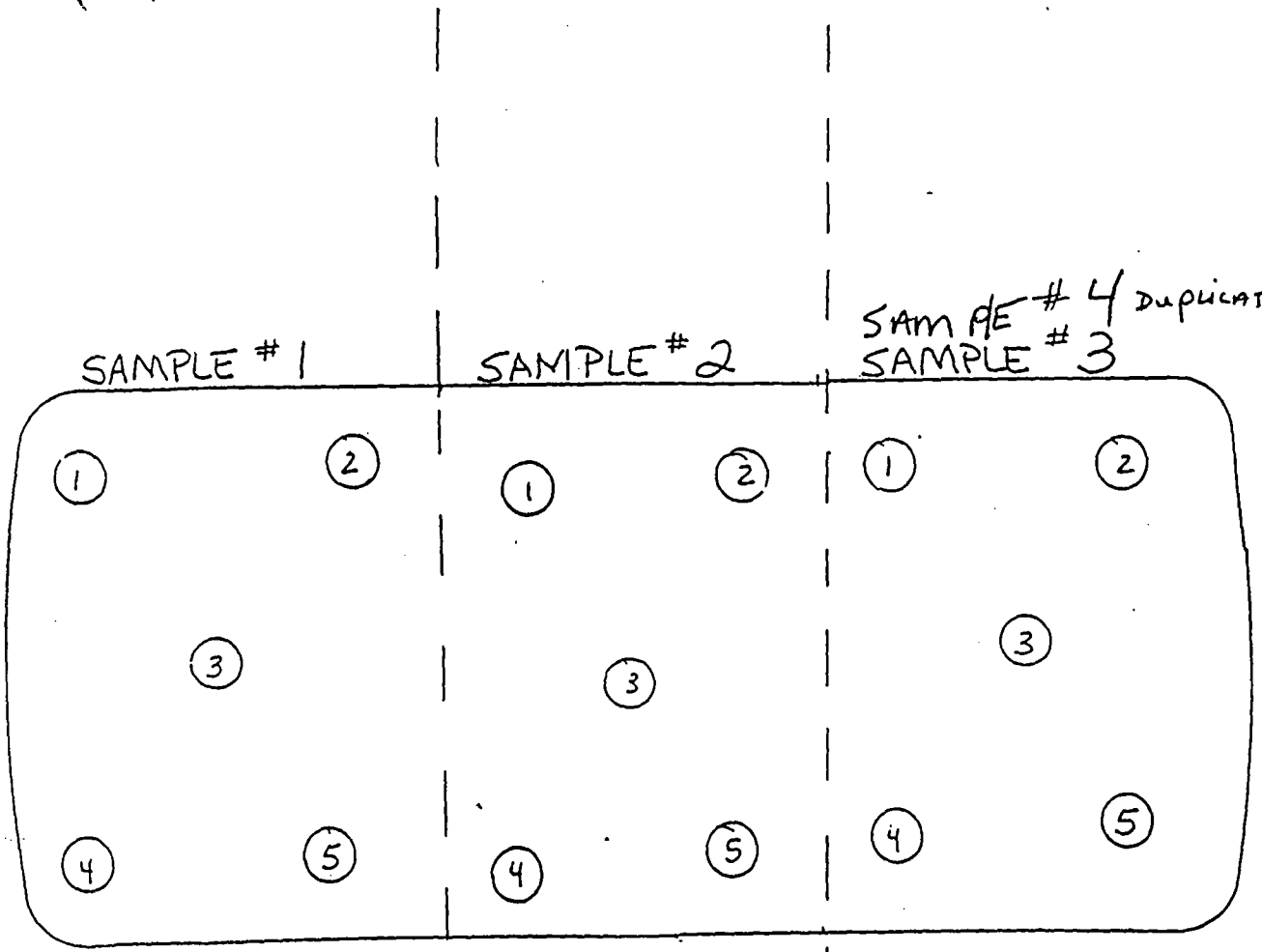
Legend: M : < MDA value, J : Estimated

D. Jedlicka 4-21-97

B J Granados 4/19/97

Bernie Boo 3/18/97

LIFT # 16



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132843

BKGD = 3120 cpm

7.2 pci = 10284 cpm

	γ SCAN RESULTS	
1	* 2924	3079
2	* 3486	3127
3	* 3429	3171
4	* 2943	2967
5	* 3413	2987

	γ SCAN RESULTS	
1	3415	3116
2	3012	3120
3	3249	3312
4	3165	3108
5	3516	3283

	γ SCAN RESULTS	
1	2643	2848
2	3202	2949
3	2934	3106
4	3039	3083
5	2595	2625

(γ SCAN RESULTS IN CPM)

Moisture ected

< 3.7 pCi/g
"Pile C"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

3/21/97 13:42

LIFT # **17**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	31.2		28.3	9.29%	M	1.3	0.7		1.1	0.1		1.2	0.2		2.3
S 002	34		30.6	10.00%	M	1.1	0.5		0.7	0.1	M	0.8	0.2	J	1.4
S 003	29.9		27.2	9.03%	M	1.5	0.5	M	0.2	0.1	M	0.7	0.2	J	0.9
													Average		1.5
S 004 Dup. of : S003	34.9		31.6	9.46%	M	0.3	0.5		0.4	0.1	M	0.7	0.2	J	1.1

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

DJ 3-24-97

BB 3/21/97

BJ Granados 2
3/25/97

LLII 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/19/97 14:54

LIFT # 17

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.2	0.7		1.0	0.1		1.1	0.2		2.1
S 002	M	1.0	0.5		0.6	0.1	M	0.7	0.2	J	1.3
S 003	M	1.4	0.5	M	0.2	0.1	M	0.6	0.2	J	0.8
									Average		1.4
S 004 Dup. of : S003	M	0.3	0.5		0.4	0.1	M	0.6	0.2	J	1.0

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

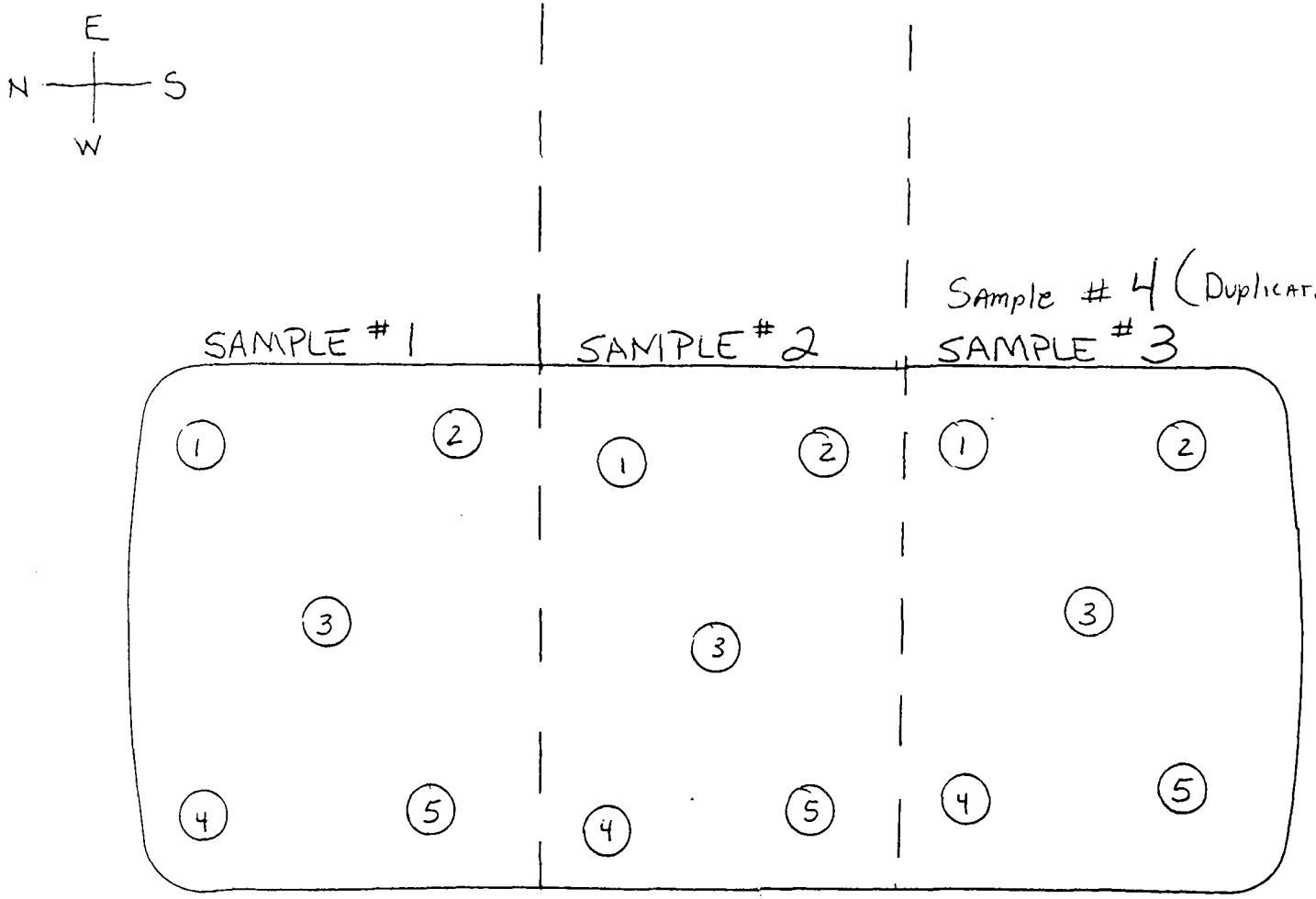
3-24-97

BB 3/19/97

LL II 6.2-1
BJ Granadost
3/25/97

3-18-97 ~~PILE~~ # 17

PAGE 1 of ___



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

*CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132825

BKGD = 3000 CPM

	γ SCAN RESULTS	
1*	3329	3402
2*	3581	3041
3*	3240	2823
4*	3192	2903
5*	3280	3153

	γ SCAN RESULTS	
1	3043	3102
2	3950	2921
3	3816	3573
4	2832	2848
5	3571	3310

	γ SCAN RESULTS	
1	3550	3465
2	3303	3012
3	3271	2617
4	3408	3086
5	3438	3070

(γ SCAN RESULTS IN CPM)

Moisture ected

< 3,7 pCi
"Pile C"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

3/21/97 13:43

LIFT # **18**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data									Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		
S 001	34.2	30.6	10.53%	M	0.0	0.4		0.6	0.1	M	0.7	0.1	J	1.2
S 002	29.7	26.6	10.44%	M	0.6	0.6		0.8	0.1	M	0.3	0.2	J	1.1
S 003	29.2	26.1	10.62%	M	1.6	0.6		0.8	0.1	M	0.6	0.2	J	1.3
												Average		1.2
S 004 Dup. of : S002	31.6	28.3	10.44%	M	1.3	0.4		0.6	0.1	M	0.6	0.1	J	1.1

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

E.J. 3-24,97

BB 3/21/97
B J Granados 2
3/25/97

LLII 6.2-f

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/20/97 10:11

LIFT # 18

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.0	0.4		0.5	0.1	M	0.6	0.1	J	1.1
S 002	M	0.5	0.6		0.7	0.1	M	0.3	0.2	J	1.0
S 003	M	1.4	0.6		0.7	0.1	M	0.5	0.2	J	1.2
									Average		1.1
S 004 Dup. of : S002	M	1.2	0.4		0.5	0.1	M	0.5	0.1	J	1.0

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

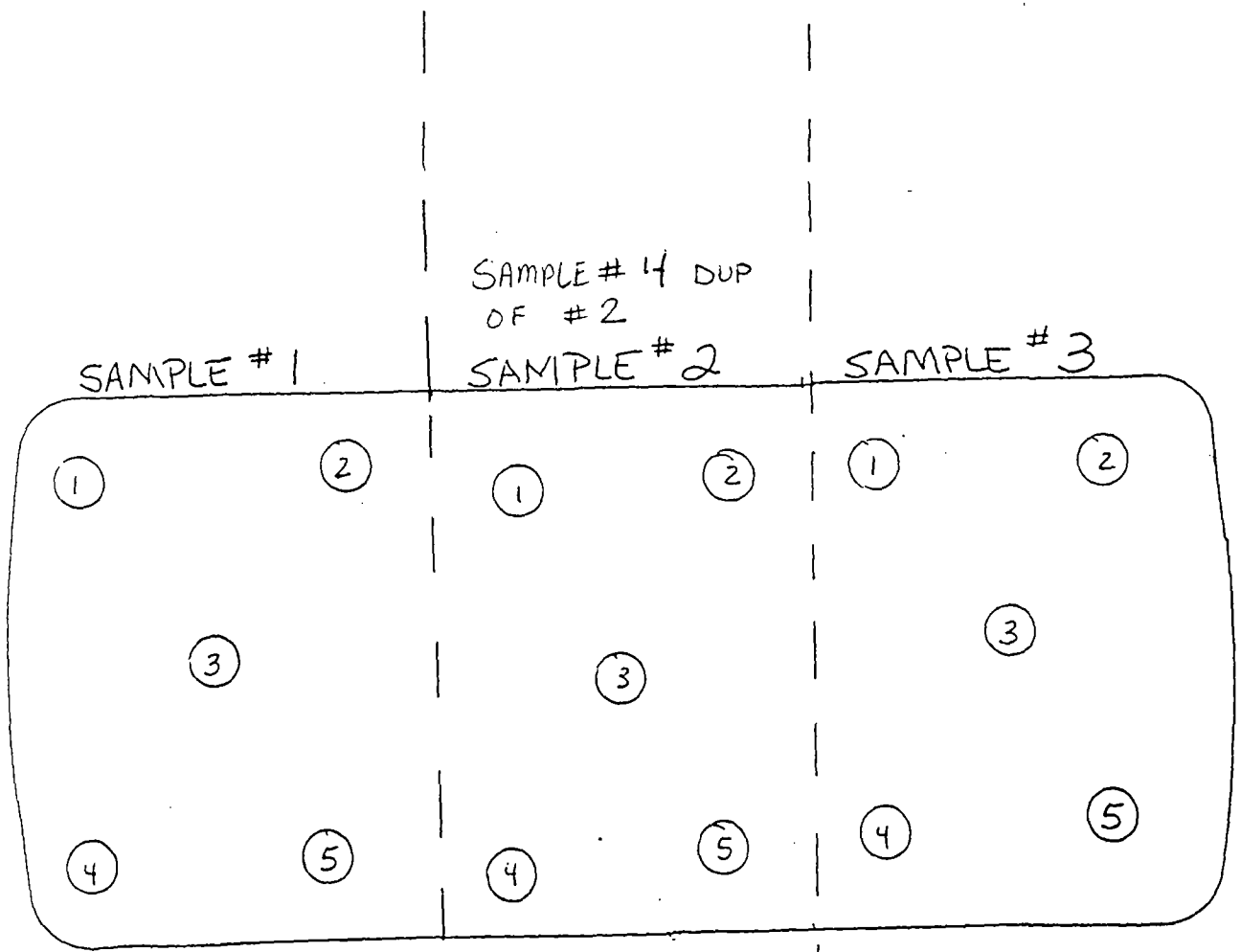
Legend: M : < MDA value, J : Estimated

3-27-97

BB 3/19/97

BJ Granados 3/25/97

LIFT # 18



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

*CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 #132825

BKGD = 2395 CPM

	γ SCAN RESULTS	
1	* 3270	3565
2	* 3141	3066
3	* 3005	3052
4	* 3202	3128
5	* 2932	2946

	γ SCAN RESULTS	
1	3351	3034
2	3156	3370
3	3849	3242
4	3462	3012
5	3265	2997

	γ SCAN RESULTS	
1	3468	3075
2	3644	3496
3	3300	3151
4	3091	2872
5	3413	3321

(γ SCAN RESULTS IN CPM)

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

3/25/97 9:15

LIFT # **19**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data										Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		
S 001	34.2	30.8	9.94%	M	0.9	0.5		0.7	0.1	M	0.7	0.2	J	1.3
S 002	33.5	30.2	9.85%	M	0.2	0.6		0.6	0.1	M	0.6	0.2	J	1.1
S 003	32	28.5	10.94%	M	0.9	0.6		0.8	0.1	M	0.7	0.2	J	1.5
												Average		1.3
S 004 Dup. of : S001	36.9	33.4	9.49%	M	0.0	0.6		0.9	0.1	M	0.6	0.2	J	1.4

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

LL II 6.2-1

3-27-97

BL Granados 2
3/26/97

BB 3/25/97

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/22/97 13:28

LIFT # 19

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.8	0.5		0.6	0.1	M	0.6	0.2	J	1.2
S 002	M	0.2	0.6		0.5	0.1	M	0.5	0.2	J	1.0
S 003	M	0.8	0.6		0.7	0.1	M	0.6	0.2	J	1.3
									Average		1.2
S 004 Dup. of : S001	M	0.0	0.6		0.8	0.1	M	0.5	0.2	J	1.3

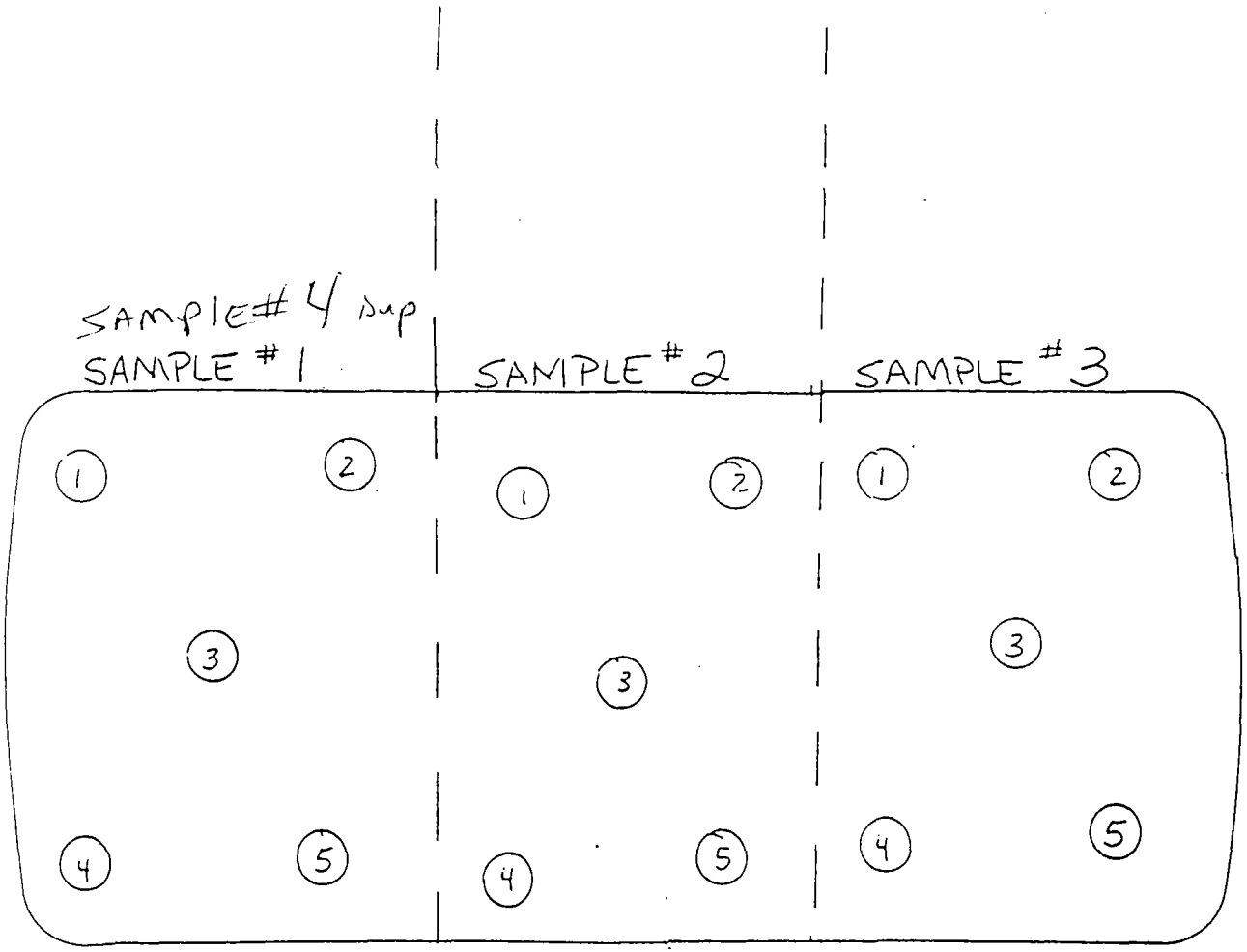
MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

BB 3/22/97
BJ Granados
3/26/97
DJ 3-27-97

LIFT # 19

PAGE 1 of ___
3.20.97
SP



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

*CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 13825

BKGD = 2945 cpm

7.2 pCi/g = 9552 cpm

γ SCAN RESULTS

1	* 3656	3403
2	* 2882	2864
3	* 2871	3049
4	* 2935	3125
5	* 3093	2879

γ SCAN RESULTS

1	3042	3007
2	2959	2601
3	3172	3013
4	3187	3409
5	3113	2780

γ SCAN RESULTS

1	3167	2935
2	3196	2866
3	3146	3371
4	3268	2632
5	3377	2924

(γ SCAN RESULTS IN CPM)

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

3/25/97 9:17

LIFT # **20 Resample**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data											Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g			
S 001	35.7	32.1	10.08%	M	0.7	0.5		0.7	0.1	M	0.4	0.2	J		1.1
S 002	36.8	33	10.33%	M	0.9	0.6		0.7	0.1	M	0.7	0.2	J		1.3
S 003	34.4	31.1	9.59%	M	0.4	0.6		0.8	0.1	M	0.8	0.2	J		1.5
												Average			1.3
S 004 Dup. of : S002	34.8	31.1	10.63%	M	0.3	0.6		0.9	0.1	M	0.8	0.2	J		1.7

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

DJ 3-27-97
BB 3/25/97
BJ Greenlee 2
3/24/97

LLII 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/24/97 10:31

LIFT # 20 Resample

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.6	0.5		0.6	0.1	M	0.4	0.2	J	1.0
S 002	M	0.8	0.6		0.6	0.1	M	0.6	0.2	J	1.2
S 003	M	0.4	0.6		0.7	0.1	M	0.7	0.2	J	1.4
									Average		1.2
S 004 Dup. of : S002	M	0.3	0.6		0.8	0.1	M	0.7	0.2	J	1.5

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

DJ 3-27-97

BB 3/24/97

BJ Granados 3/24/97

NOTE: γ SCAN RESULTS ARE within SAME RANGE AS LISTED BELOW

* RESample #4(DUP) OF #3

LIFT # 20

PAGE 1 of ___

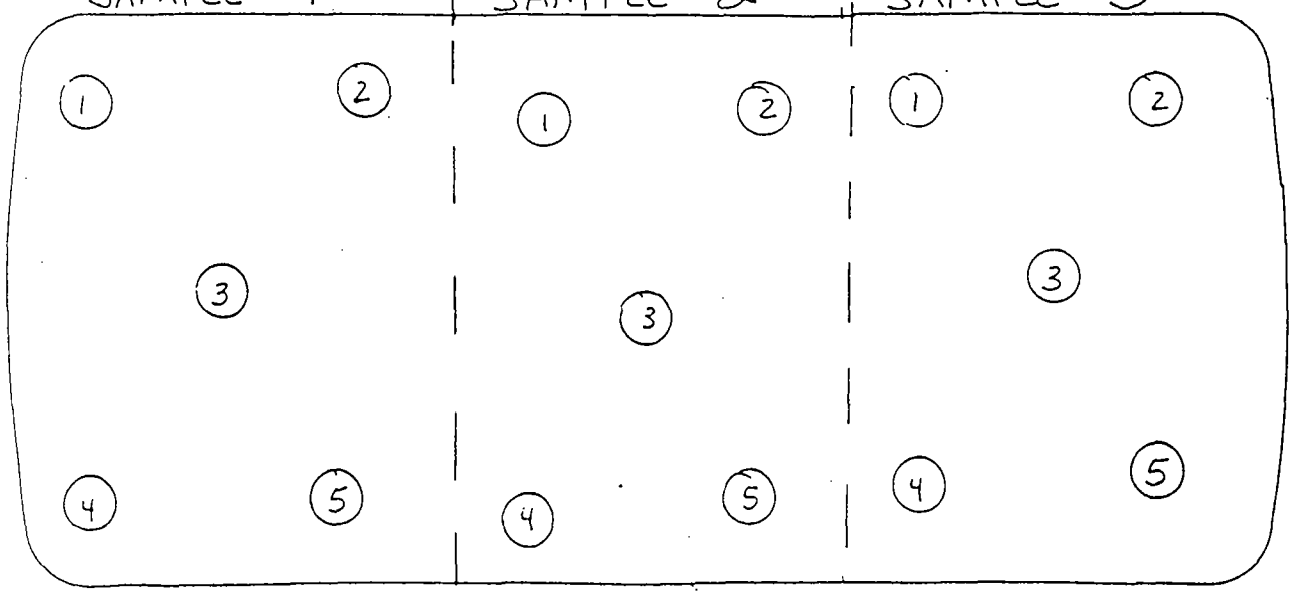
3-20-97

SP

* RE SAMPLE #4(DUP) TAKEN FROM #3

SAMPLE #4 AP

SAMPLE #1 | SAMPLE #2 | SAMPLE #3



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 13825

BKGD = 3313 cpm

7.2 pci/g = 9552 cpm

	γ SCAN RESULTS	
1*	3418	3135
2*	3855	3187
3*	3115	3231
4*	3519	3070
5*	3274	3092

	γ SCAN RESULTS	
1	3597	3231
2	3410	3070
3	3210	2952
4	3165	2846
5	3245	3410

	γ SCAN RESULTS	
1	3442	3420
2	3509	3215
3	3510	3110
4	3543	3187
5	3419	2995

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/20/97 16:11

LIFT # 20

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.7	0.7		0.7	0.1		1.1	0.2		1.8
S 002	M	1.2	0.5		0.4	0.1		0.8	0.2		1.2
S 003	M	0.4	0.6		0.7	0.1		0.8	0.2		1.5
									Average		1.5
									Std. Dev. (SD)		0.2
									3 x SD.		0.7
									AVG + 3 SD		2.2
S 004 Dup. of : S002	M	0.2	0.7		1.5	0.2		0.9	0.3		2.4

MDA values are: U-238 2.1 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.7 pCi/g

Legend: M : < MDA value, J : Estimated

DUPLICATE SAMPLE RESULTS ARE OUTSIDE OF 3 STANDARD DEVIATIONS - RESULTS UNACCEPTABLE - RESURVEY & RESAMPLE PILE

BB 3/20/97

BJ Granados 3/26/97

DJ 3/27/97

Moisture ected

< 3.7 pCi/g
"PILE C"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

3/26/97 10:49

LIFT # **21 Resample**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	30.5		27.7	9.18%	M	0.7	0.8		1.1	0.2		0.9	0.3		2.0
S 002	31.6		29	8.23%	M	0.0	0.5		0.7	0.1	M	0.7	0.2	J	1.3
S 003	31.1		29	6.75%	M	0.6	0.5		1.1	0.1		0.8	0.2		1.8
													0.0		1.7
S 004 Dup. of : S001	30		27.6	8.00%	M	0.7	0.5		0.9	0.1		1.2	0.2		2.1

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.7 pCi/g

Legend: M : < MDA value, J : Estimated

DJ 3-27-97

BJ Granados 3/26/97

BB 3/26/97

LLII ~~[illegible]~~
6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/24/97 11:32

LIFT # 21 Resample

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.6	0.8		1.0	0.2		0.8	0.3		1.8
S 002	M	0.0	0.5		0.6	0.1	M	0.6	0.2	J	1.2
S 003	M	0.6	0.5		1.0	0.1		0.7	0.2		1.7
											1.6
S 004 Dup. of : S001	M	0.6	0.5		0.8	0.1		1.1	0.2		1.9

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.7 pCi/g

Legend: M : < MDA value, J : Estimated

BB 3/24/97

B L Grandoir 3/24/97

DJ 3-27-97

(Resample)

NOTE: γ SCAN OF LIFT ARE with in SAME RANGE AS LISTED BELOW. RESAMPLE Duplicate S-004 TAKEN FROM S-001

LIFT # 21

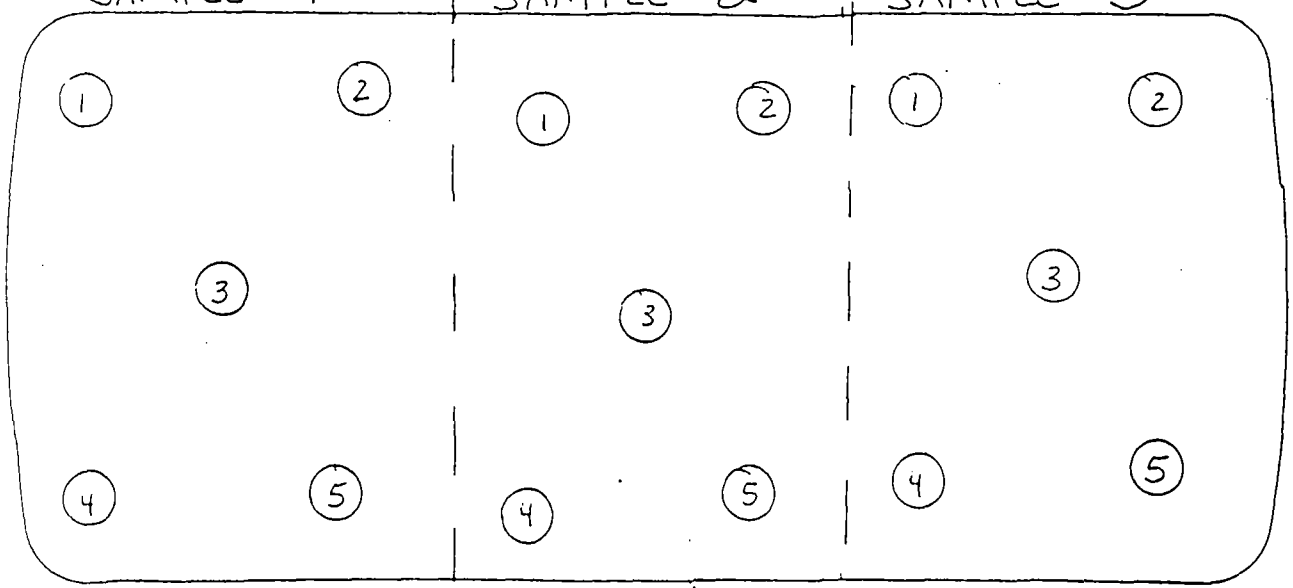
PAGE 1 of 1

3-20-97 SP

RE-Sample # 4 (Dup)

SAMPLE # 4 Dup

SAMPLE # 1 | SAMPLE # 2 | SAMPLE # 3



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER: 2221 # 13825

BKGD = 3328 cpm

7.2 pCi/g = 9552 cpm

	γ SCAN RESULTS	
1	* 2949	2980
2	* 3251	2901
3	* 3595	3053
4	* 3062	3212
5	* 3662	3288

	γ SCAN RESULTS	
1	3147	3185
2	3342	3700
3	3185	3102
4	3407	2978
5	3492	3303

	γ SCAN RESULTS	
1	3311	2997
2	3669	3216
3	3284	3210
4	3172	2937
5	3008	2831

(γ SCAN RESULTS IN CPM)

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 3/22/97 13:33

LIFT # 21

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.9	0.8		0.6	0.2		0.6	0.3		1.2
S 002	M	0.2	0.5		0.5	0.1		0.7	0.2		1.2
S 003	M	1.1	0.5		0.8	0.1		0.7	0.2		1.5
									Average		1.3
									Std. Dev. (SD)		0.1
									3 x SD.		0.4
									AVG + 3 SD		1.7
S 004 Dup. of : S001	M	0.0	0.6		0.8	0.1		1.0	0.2		1.8

MDA values are: U-238 2.2 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

DUPLICATE SAMPLE RESULTS ARE OUTSIDE OF 3 STANDARD DEVIATIONS - RESULTS UNACCEPTABLE - RESURVEY & RESAMPLE PILE

BB 3/22/97

B J Grundset
3/26/97

Evaluation of Overburden Sampling Results

< 7.1 pCi/g - Pile D		
Lift #	Sample #	Total Radium in pCi/g
11	S 001	4.6
	S 002	5.1
	S 003	7.4
22	S 001	2.8
	S 002	1.5
	S 003	2.9
23	S 001	1.0
	S 002	1.1
	S 003	0.8
24	S 001	0.8
	S 002	1.4
	S 003	1.6
25	S 001	1.4
	S 002	1.1
	S 003	1.2
26	S 001	1.0
	S 002	1.1
	S 003	1.0

Count (n)	18
Average (X bar)	2.1
Standard Deviation (s)	1.8
Ue	2.8
Release Criteria	7.1

Ue < Release Criteria? **SAMPLES TESTED MEET 95% CONFIDENCE LEVEL - PILE IS ACCEPTED FOR USE AS ONSITE BACKFILL PER SOP-214 AND 11/15/96 LETTER FROM MS. VERNETA SIMON OF THE USEPA.**

APPROVED: FIELD TEAM LEADER: Bernie Boro 4/16/97

APPROVED: OFFSITES MANAGER: D. Jedlicka 4-21-97

Backfill Location: Between 10N & 40N / 35E & 45E / 8-10' Below Grade

Verified placement 2 feet below final grade: Bernie Boro 5/12/97

Name/date

LL II 6.2-1

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

12/21/96 14:42

PILE # 11 Resample

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g	Th-232 in pCi/g	+ / - in pCi/g	Ra-226 in pCi/g	+ / - in pCi/g	Total Radium in pCi/g
S 001	27.2	25.6	5.88%	M	1.5	0.9	3.5	0.2	1.1	0.3	4.6
S 002	26.9	24.8	7.81%	M	0.9	1.0	3.9	0.2	1.2	0.3	5.1
S 003	27.1	25.1	7.38%	M	0.5	0.9	4.4	0.2	3.0	0.3	7.4
										Average	5.7
S 004 Dup. of : S 001	26.3	24.4	7.22%	M	1.3	0.7	3.4	0.2	0.9	0.2	4.3

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

12-26-96

6.2-1 cm I

LL II ~~7.6~~

BB 12/21/96

12/29/96

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 12/19/96 11:14

PILE # 11 Resample

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.4	0.9		3.3	0.2		1.0	0.3		4.3
S 002	M	0.8	1.0		3.6	0.2		1.1	0.3		4.7
S 003	M	0.5	0.9		4.1	0.2		2.8	0.3		6.9
									Average		5.3
S 004 Dup. of : S 001	M	1.2	0.7		3.2	0.2		0.8	0.2		4.0

MDA values are: U-238 1.5 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

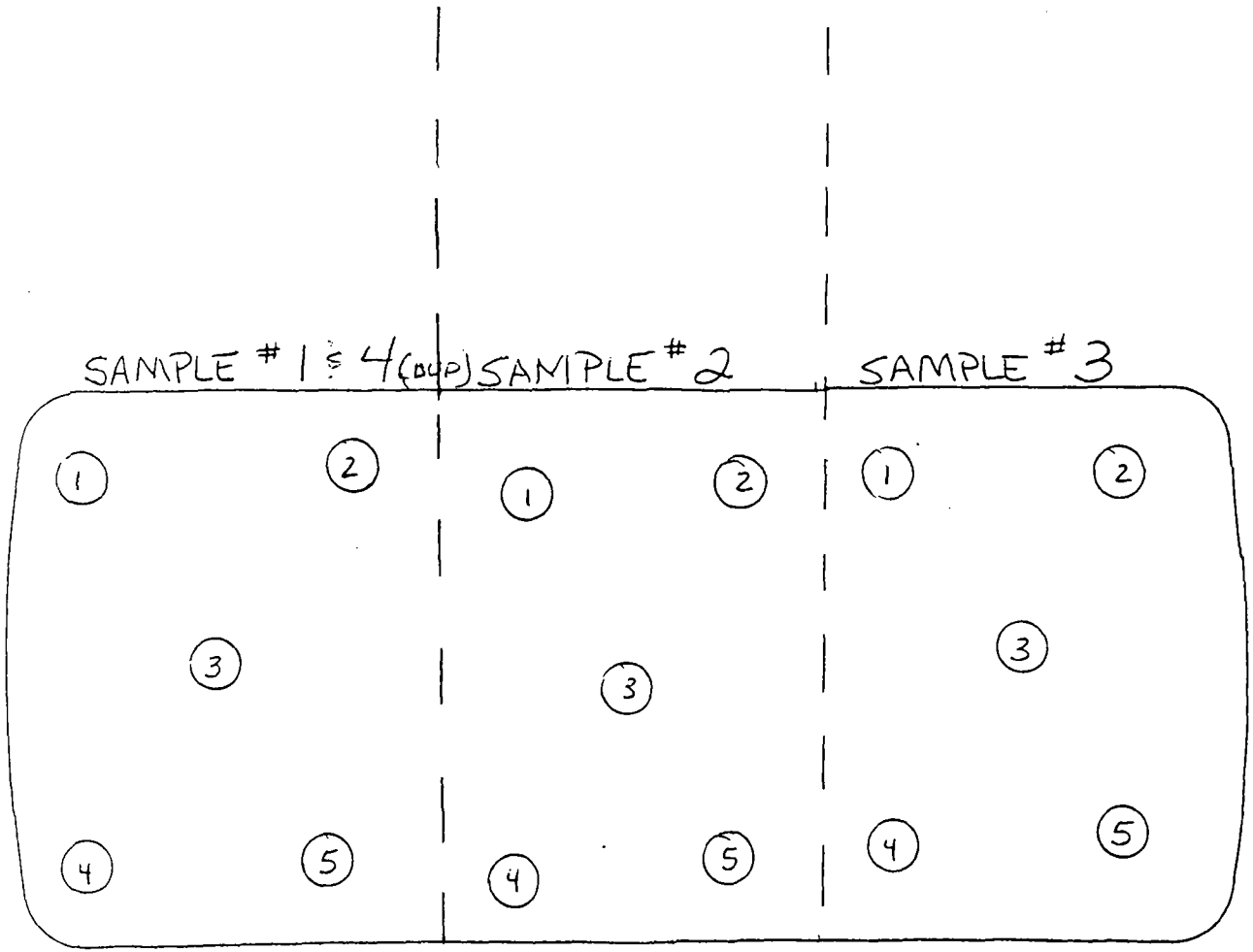
RJ 12-26-96

BB 12/19/96

BJ Grandon 12/24/96

PILE # 11 (RE-SAMPLE)

N



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION)

METER: 2221 #132843

BKGD = 3325 CPM

	γ SCAN RESULTS	
1*	6769	5691
2*	6739	5963
3*	7301	6367
4*	6802	5661
5*	6348	6008

	γ SCAN RESULTS	
1	7229	5766
2	7280	6683
3	7916	6605
4	6952	5456
5	7909	6214

	γ SCAN RESULTS	
1	9285	6238
2	6928	6000
3	7667	5634
4	8037	5670
5	7186	5621

(γ SCAN RESULTS IN CPM)

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

12/19/96 11:02

PILE # **11**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	29.6	27.7	6.42%		1.9	1.2		7.4	0.3		1.3	0.4		8.7
S 002	30.9	28.8	6.80%		2.4	0.7		3.6	0.2		1.1	0.2		4.7
S 003	31.3	29.1	7.03%	M	0.0	1.0		3.2	0.2		9.9	0.4		13.1
												Average		8.8
S 004 Dup. of : S 003	30.1	28.1	6.64%		2.7	1.0		6.5	0.2		0.7	0.3		7.3

MDA values are: U-238 1.7 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

Legend: M : < MDA value, J : Estimated

B T Granado 1
12/19/96

PILE REJECTED - REMOVE MATERIAL PRODUCING ELEVATED GAMMA READINGS, RESURVEY, AND RESAMPLE.

12-26-96

BB 12/19/96

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 12/18/96 10:29

PILE # 11

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001		1.8	1.2		6.9	0.3		1.2	0.4		8.1
S 002		2.2	0.7		3.4	0.2		1.0	0.2		4.4
S 003	M	0.0	1.0		3.0	0.2		9.2	0.4		12.2
									Average		8.2
S 004 Dup. of : S003		2.5	1.0		6.1	0.2		0.7	0.3		6.8

MDA values are: U-238 1.7 pCi/g; Th-232 0.3 p/Ci/g; Ra-226 0.6 pCi/g

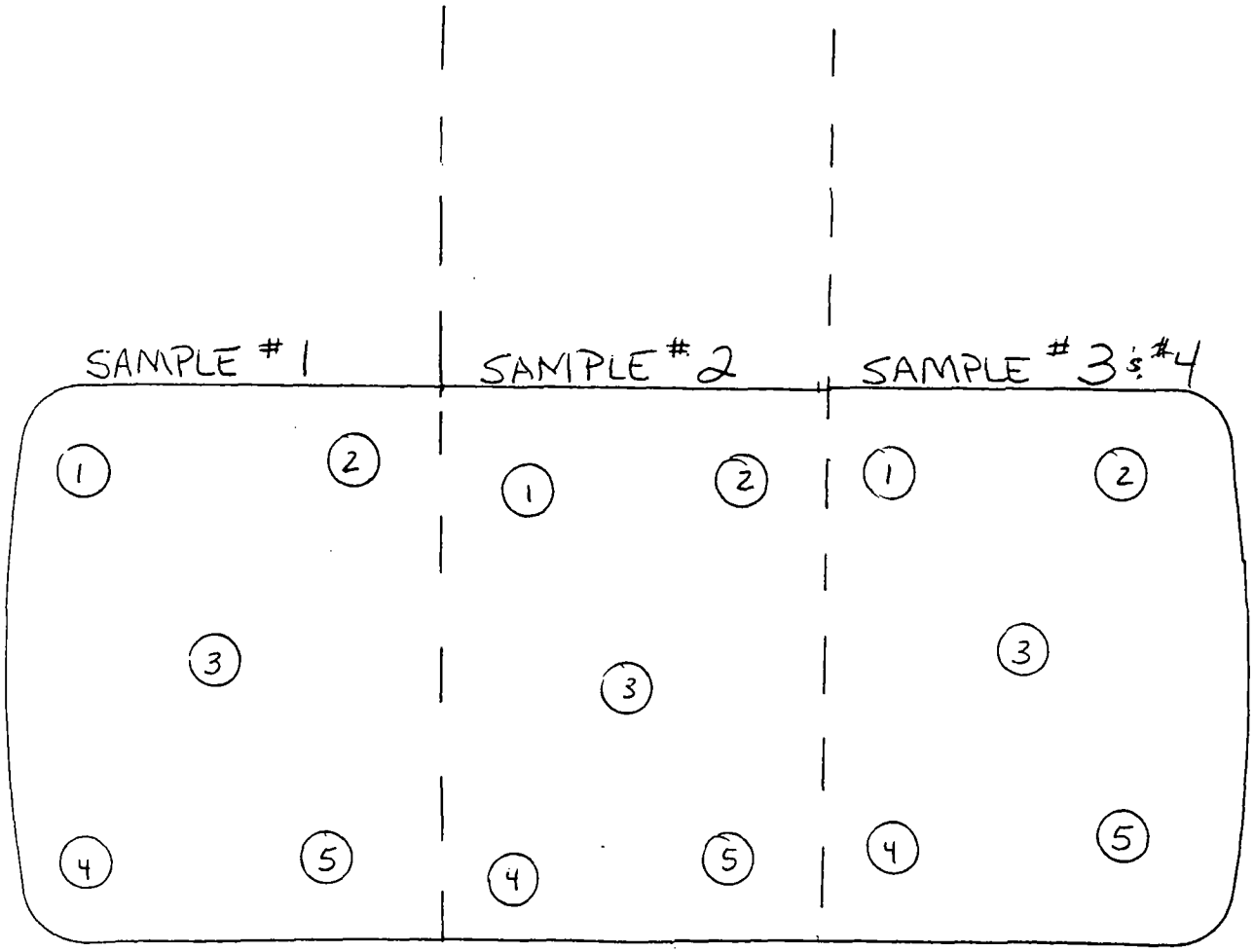
Legend: M : < MDA value, J : Estimated

PILE REJECTED - REMOVE MATERIAL PRODUCING ELEVATED GAMMA READINGS, RESURVEY, AND RESAMPLE.

RR 12-26-96
BB 12/18/96
BJ Granada
12/29/96

N ↓

PILE # 11



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATIO

METER: 2221 #132843

BKGD = 6002 CPM

	γ SCAN RESULTS	
1	* 13391	8858
2	* 13001	8263
3	* 10225	6579
4	* 10493	6957
5	* 10308	7085

	γ SCAN RESULTS	
1	6382	6292
2	7494	5696
3	8716	7432
4	7408	6207
5	8153	6434

	γ SCAN RESULTS	
1	7950	6442
2	8103	7038
3	8493	8054
4	7244	6204
5	6568	4967

(γ SCAN RESULTS IN CPM)

AVG 7631 AVG 7672

Moisture ected

< 3.7 pCi/g
Pile "E"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

4/4/97 12:06

LIFT # **22**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	30.5		28.5	6.56%	M	0.3	0.6		2.0	0.1	M	0.7	0.2	J	2.8
S 002	28		26.5	5.36%	M	0.0	0.6		0.7	0.1	M	0.7	0.2	J	1.5
S 003	29		27.2	6.21%	M	0.5	0.7		1.8	0.2		1.1	0.2		2.9
													Average		2.4
S 004 Dup. of : S001	30.2		28.6	5.30%	M	1.3	0.5		0.6	0.1		0.8	0.2		1.5

MDA values are: U-238 2.3 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

BB 4/4/97

B J Granados
4/7/97

D Jedlicka 4-8-97

LL 2 6.2-1

Uncorrected

Pile "E"

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

< 3.7 pCi/g

Date: 4/3/97 13:09

LIFT # 22

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.3	0.6		1.9	0.1	M	0.7	0.2	J	2.6
S 002	M	0.0	0.6		0.7	0.1	M	0.7	0.2	J	1.4
S 003	M	0.5	0.7		1.7	0.2		1.0	0.2		2.7
									Average		2.2
									Std. Dev. (SD)		0.6
									3 x SD.		1.8
									AVG - 3 SD		0.5

S 004 Dup. of : S001	M	1.2	0.5		0.6	0.1		0.8	0.2		1.4

MDA values are: U-238 2.3 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

D. Jedlicka 4-8-97

BB 4/3/97

BJ Granada 4/7/97

E (

LIFT #22 (

PAGE (of ___

4-2-97
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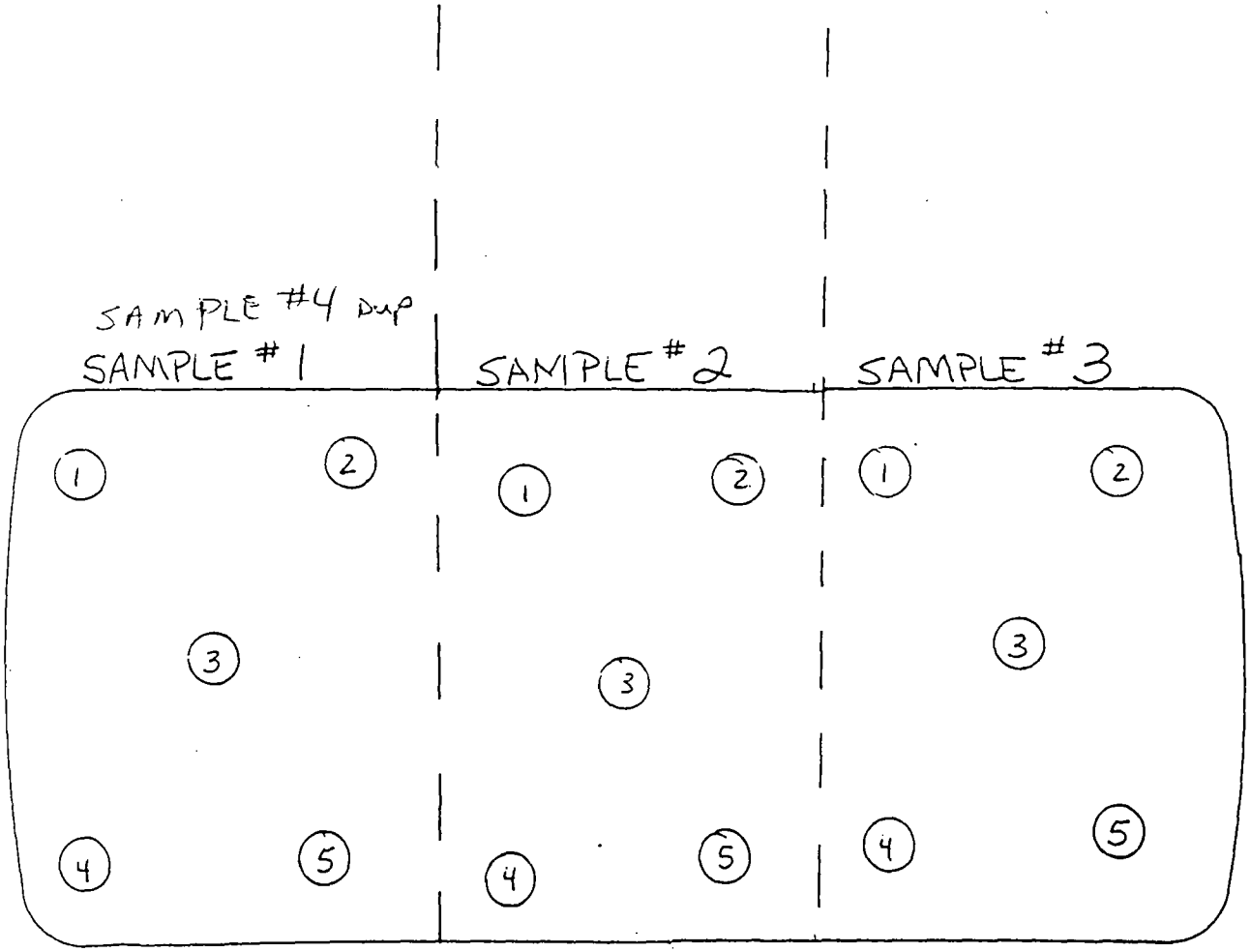


(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132825

BKGD = 3000-3500 cpm

7.2 pci/g = 9552 cpm

	γ SCAN RESULTS	
1*	2830	2990
2*	3528	3215
3*	3812	3644
4*	3309	3297
5*	3452	3486

	γ SCAN RESULTS	
1	3395	3370
2	3811	3740
3	3722	3610
4	3480	3550
5	3790	4411

	γ SCAN RESULTS	
1	4550	3620
2	3940	3970
3	4580	4063
4	3761	3519
5	3403	3630

(γ SCAN RESULTS IN CPM)

Pile "E

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

4/4/97 12:07

LIFT # **23**

Sample ID	Wet Net WT. in grams	Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data										Total Radium in pCi/g
					U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		
S 001	30.3	27.8	8.25%	M	0.4	0.5	M	0.1	0.1		0.9	0.2		1.0
S 002	26.1	24.1	7.66%	M	0.1	0.8	M	0.3	0.2	M	0.8	0.3	J	1.1
S 003	32.3	30.1	6.81%	M	0.0	0.6	M	0.3	0.1	M	0.4	0.2	J	0.8
												Average		0.9
S 004 Dup. of : S002	29.7	27.4	7.74%	M	0.8	0.6	M	0.2	0.1	M	0.4	0.2	J	0.7

MDA values are: U-238 2.3 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

BB 4/4/97
BJ Granados 4/7/97
D. Jedlicka 4-8-97

LL 2 6.2-1

Uncorrected

Pile "E"
< 3.7 pCi/g

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 4/3/97 13:16

LIFT # 23

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.4	0.5	M	0.1	0.1		0.8	0.2		0.9
S 002	M	0.1	0.8	M	0.3	0.2	M	0.7	0.3	J	1.0
S 003	M	0.0	0.6	M	0.3	0.1	M	0.4	0.2	J	0.7
									Average		0.9
S 004 Dup. of : S002	M	0.7	0.6	M	0.2	0.1	M	0.4	0.2	J	0.6

MDA values are: U-238 2.3 pCi/g; Th-232 0.5 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

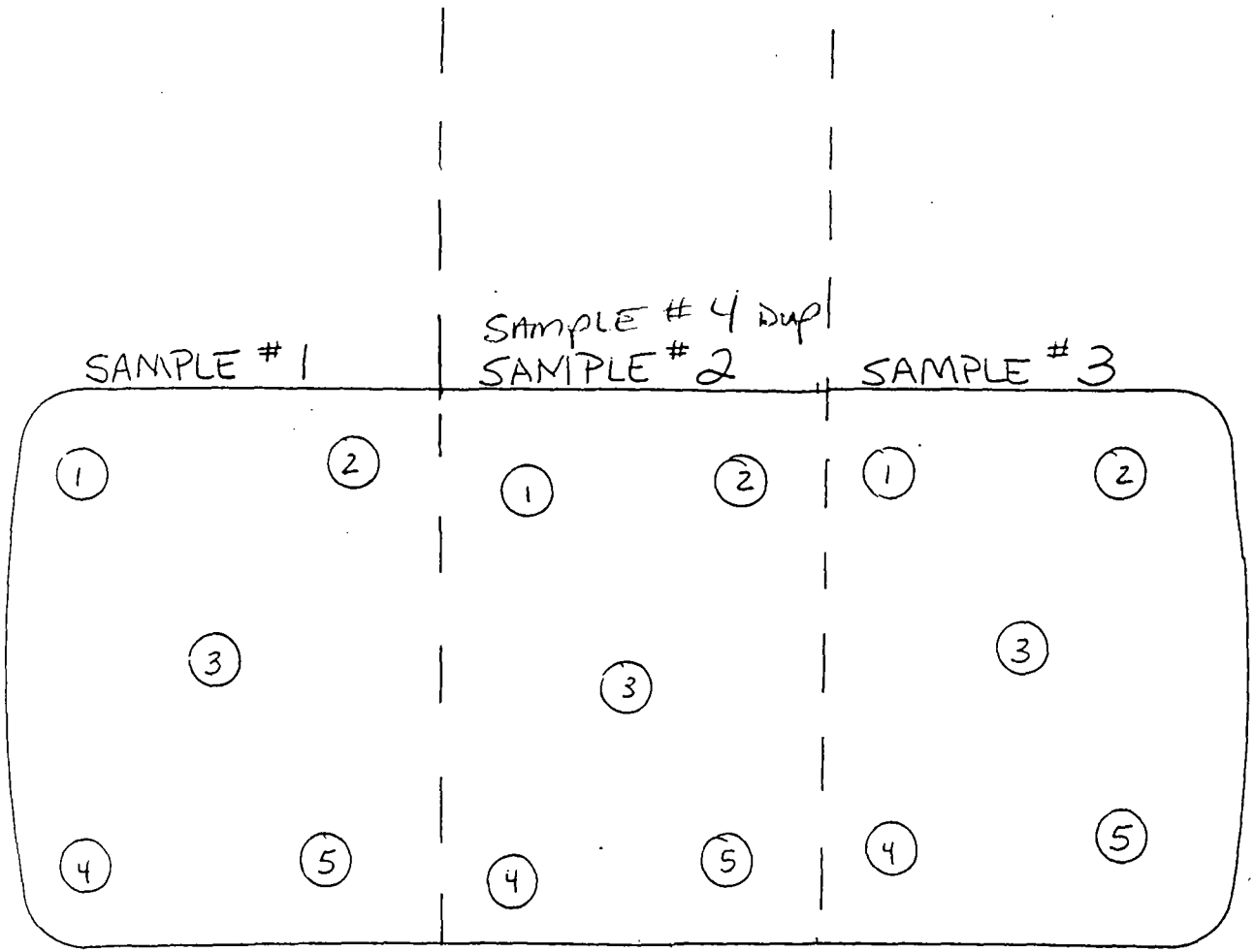
BB 4/3/97
BJ Granados
4/7/97

D. Jedlicka
4-8-97

N

LIFT #23

4-2-97
PRUCHNAL



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132825

BKGD = 3000-3500 CPM

7.2 pci/g = 9552 cpm

	γ SCAN RESULTS	
1*	2700	2780
2*	2814	3096
3*	3066	2979
4*	2971	2928
5*	3131	2876

	γ SCAN RESULTS	
1	2709	2773
2	2787	2850
3	2965	3016
4	3454	2927
5	2916	3454

	γ SCAN RESULTS	
1	2676	2863
2	2924	2882
3	2969	2831
4	3108	2894
5	2487	2956

(γ SCAN RESULTS IN CPM)

Moisture ected

< 7.1 pCi/g

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

4/15/97 10:43

LIFT # **24**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	35.6		30.9	13.20%	M	1.3	0.5	M	0.1	0.1	M	0.7	0.2	J	0.8
S 002	34.2		29.1	14.91%	M	0.6	0.5	M	0.2	0.1		1.2	0.2	J	1.4
S 003	32		27.4	14.38%	M	1.4	0.6		0.5	0.1		1.2	0.2		1.6
													Average		1.3
S 004 Dup. of : S003	32.1		27	15.89%	M	1.3	0.6	M	0.2	0.1		1.4	0.2	J	1.7

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

BB 4/15/97

Dave Jedlicka 4-15-97

BJ Granados L
4/16/97

6.2-1 cmI

LL II 7.4

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 4/15/97 10:26

LIFT # 24

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	1.1	0.5	M	0.1	0.1	M	0.6	0.2	J	0.7
S 002	M	0.5	0.5	M	0.2	0.1		1.0	0.2	J	1.2
S 003	M	1.2	0.6		0.4	0.1		1.0	0.2		1.4
									Average		1.1
S 004 Dup. of : S003	M	1.1	0.6	M	0.2	0.1		1.2	0.2	J	1.4

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

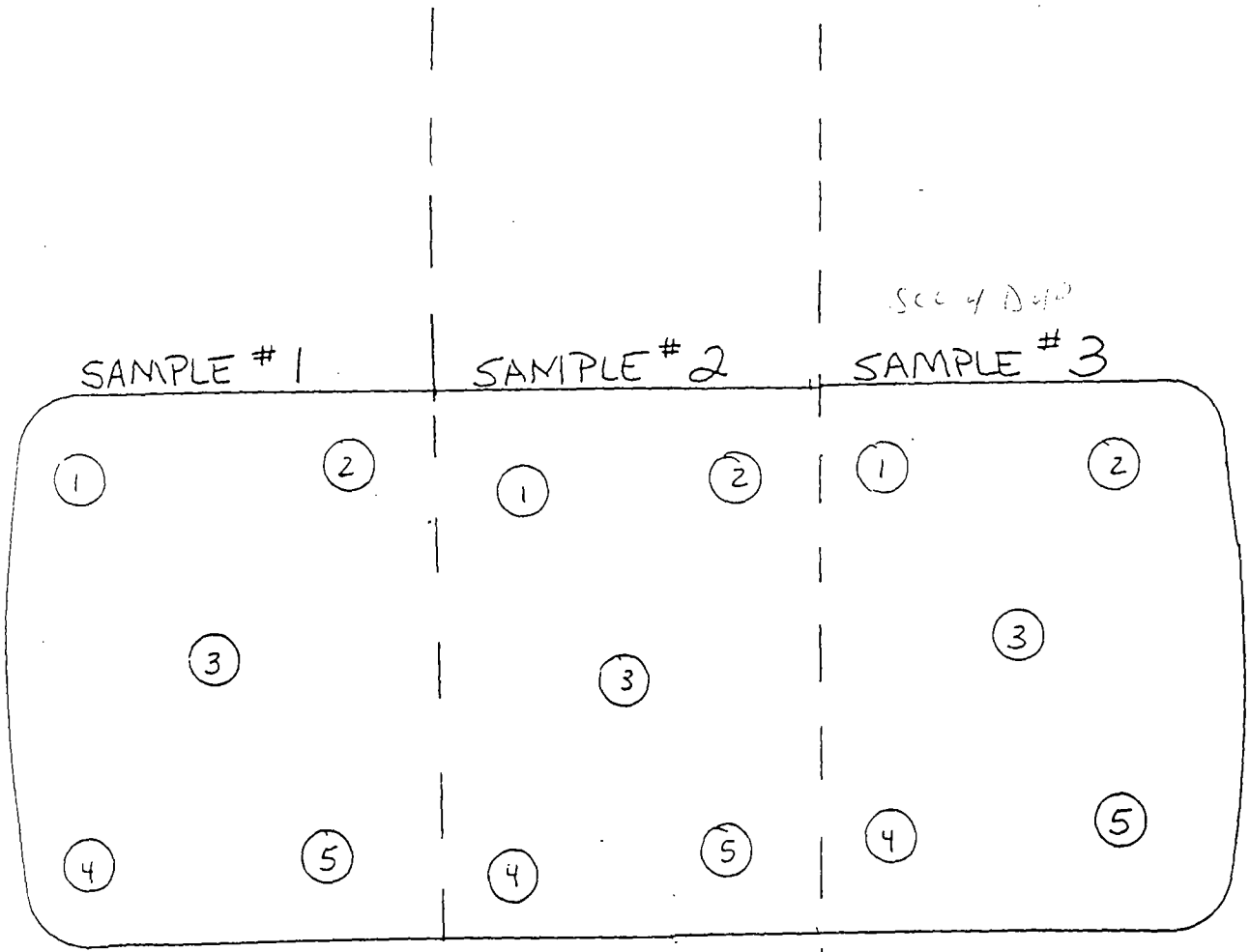
Dave Jedlicka 4-15-97

BB 4/15/97

B Yolanda 4/16/97

LLII 7.4

LIFT # 24



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

- - - GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132825

BKGD = 2436 CPM

	γ SCAN RESULTS	
1*	3705	3416
2*	3285	3225
3*	3047	2882
4*	2661	3151
5*	3153	2478

	γ SCAN RESULTS	
1	3491	2480
2	3[illegible]	2475
3	3061	2951
4	3264	3204
5	3595	2855

	γ SCAN RESULTS	
1	3311	2495
2	3675	3121
3	3325	2692
4	2808	2106
5	3274	2113

(γ SCAN RESULTS IN CPM)

Moisture ected

<7.1 pCi/g

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

4/15/97 10:46

LIFT # **25**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent		Dry Corrected Sample Data U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	36.7		32.3	11.99%	M	0.0	0.4	M	0.3	0.1		1.0	0.1	J	1.4
S 002	34.8		31	10.92%	M	0.4	0.4	M	0.3	0.1	M	0.8	0.1	J	1.1
S 003	36.2		31.9	11.88%	M	1.0	0.5	M	0.2	0.1		1.0	0.2	J	1.2
													Average		1.2
S 004 Dup. of : S002	31.7		28.3	10.73%	M	1.0	0.4	M	0.1	0.1		0.9	0.1	J	1.0

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

LL II 6.2-1 cmt 7.4

BJ Guanados 4/16/97

BB 4/15/97

D. Jedlicka 4-15-97

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 4/15/97 10:29

LIFT # 25

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.0	0.4	M	0.3	0.1		0.9	0.1	J	1.2
S 002	M	0.4	0.4	M	0.3	0.1	M	0.7	0.1	J	1.0
S 003	M	0.9	0.5	M	0.2	0.1		0.9	0.2	J	1.1
									Average		1.1
S 004 Dup. of : S002	M	0.9	0.4	M	0.1	0.1		0.8	0.1	J	0.9

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

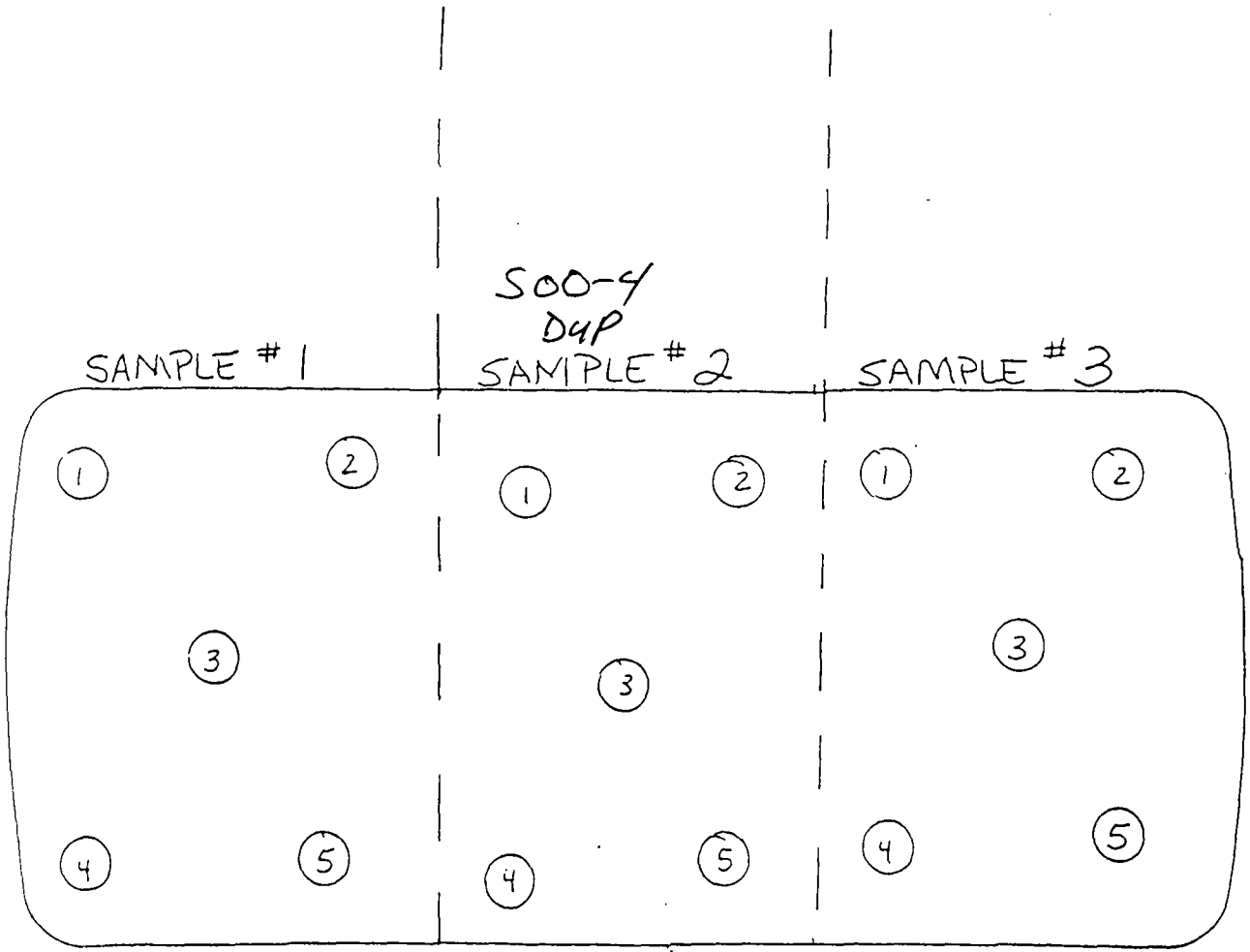
Legend: M : < MDA value, J : Estimated

D. Jedlicka 4-15-97

BB 4/15/97

B S Grandbol 4/16/97

LIFT # 25



(#) - SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

* CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132825

BKGD = 2556 CPM

	γ SCAN RESULTS	
1*	3745	3454
2*	3264	3146
3*	3491	2925
4*	3722	3280
5*	3662	2938

	γ SCAN RESULTS	
1	3405	3105
2	3084	3462
3	3193	3307
4	3235	3054
5	4057	3291

	γ SCAN RESULTS	
1	3106	2885
2	3500	2738
3	3474	3338
4	3384	3664
5	2887	3104

(γ SCAN RESULTS IN CPM)

Moisture Corrected

< 7.1 pCi/g

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

MOISTURE CORRECTED

4/16/97 9:54

LIFT # **26**

Sample ID	Wet Net WT. in grams		Dry Net WT. in grams	Moisture in percent	Dry Corrected Sample Data											Total Radium in pCi/g
						U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g			
S 001	34.2		32.1	6.14%	M	0.7	0.6		0.4	0.1	M	0.5	0.2	J		1.0
S 002	35.6		33.7	5.34%	M	0.4	0.5		0.4	0.1	M	0.6	0.2	J		1.1
S 003	34.5		32	7.25%	M	1.1	0.5	M	0.3	0.1	M	0.6	0.2	J		1.0
													Average			1.0
S 004 Dup. of : S001	34.1		31.2	8.50%	M	0.1	0.6	M	0.3	0.1		0.9	0.2	J		1.2

MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

B L Granados 4/18/97

BB 4/16/97
D. Jedlicka 4-21-97

LL II 6.2-1

Uncorrected

LINDSAY LIGHT II - OVERBURDEN PILE SAMPLING

NOT CORRECTED FOR MOISTURE

Date: 4/15/97 14:53

LIFT # 26

Sample ID		U-238 in pCi/g	+ / - in pCi/g		Th-232 in pCi/g	+ / - in pCi/g		Ra-226 in pCi/g	+ / - in pCi/g		Total Radium in pCi/g
S 001	M	0.7	0.6		0.4	0.1	M	0.5	0.2	J	0.9
S 002	M	0.4	0.5		0.4	0.1	M	0.6	0.2	J	1.0
S 003	M	1.0	0.5	M	0.3	0.1	M	0.6	0.2	J	0.9
									Average		0.9
									Std. Dev. (SD)		0.0
									3 x SD.		0.1
									AVG + 3 SD		1.1
S 004 Dup. of : S001	M	0.1	0.6	M	0.3	0.1		0.8	0.2	J	1.1

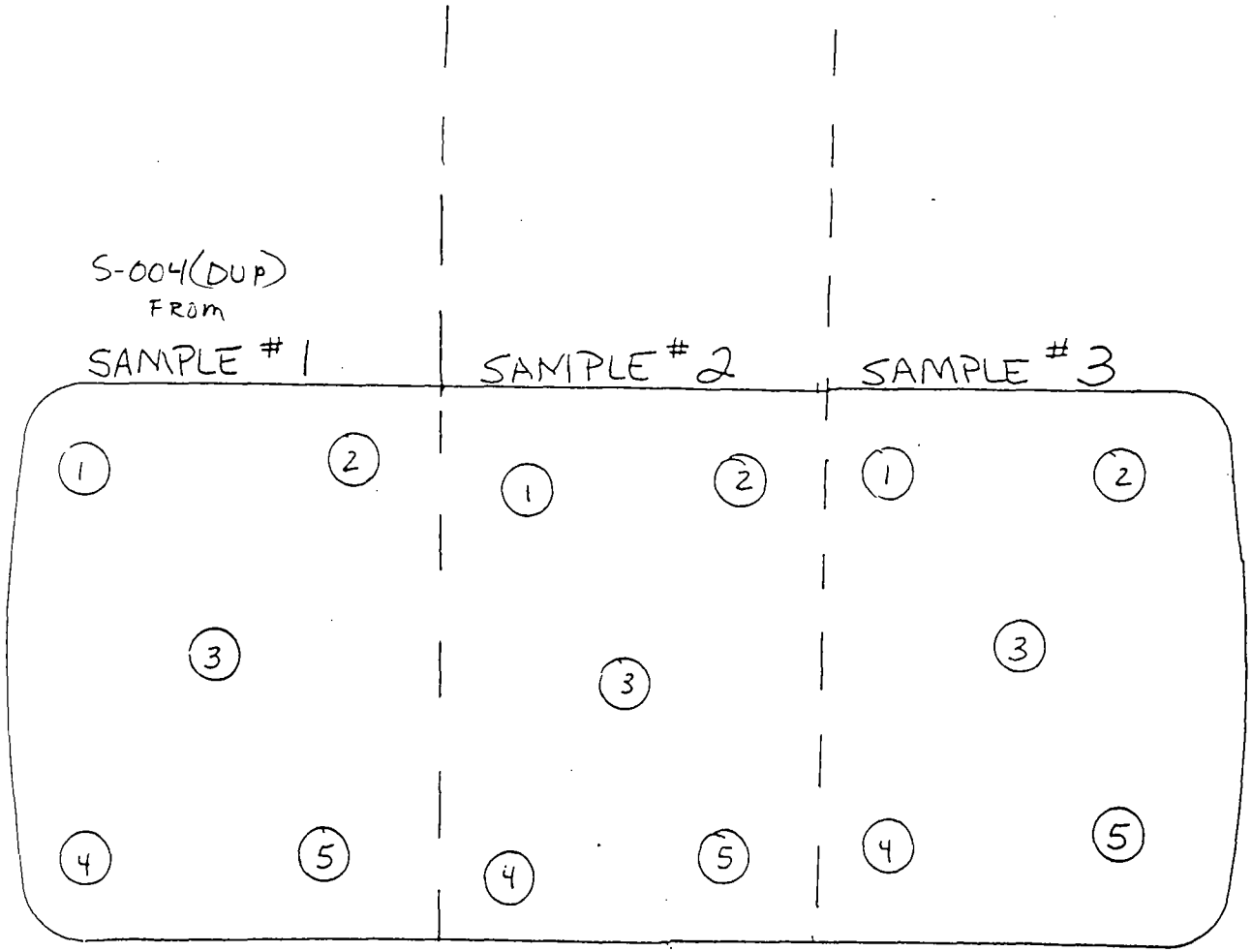
MDA values are: U-238 2.0 pCi/g; Th-232 0.4 p/Ci/g; Ra-226 0.8 pCi/g

Legend: M : < MDA value, J : Estimated

DUPLICATE SAMPLE RESULTS ARE OUTSIDE OF 3 STANDARD DEVIATIONS - RESULTS UNACCEPTABLE - RESURVEY & RESAMPLE PILE

BB 4/15/97
B J Granados
4/19/97
D. Jedlicka 4-21-97

LIFT # 26



(#)-SOIL SAMPLE LOCATION & γ SCAN RESULTS

--- GRID BOUNDARIES

*CONTACT | WAIST

SAMPLE #4 = DUPLICATE SAMPLE IN GRID SHOWN (SAME LOCATION

METER: 2221 # 132825

BKGD = 2380 CPM

	γ SCAN RESULTS	
1*	2912	3103
2*	3744	3430
3*	3624	3169
4*	2768	2816
5*	3658	2676

	γ SCAN RESULTS	
1	3482	3515
2	3364	3201
3	3351	3145
4	3136	2857
5	2698	2399

	γ SCAN RESULTS	
1	3528	2956
2	3502	3041
3	2426	3067
4	2900	2543
5	2961	2169

(γ SCAN RESULTS IN CPM)