

10.0 CONFINED SPACE ENTRY PROCEDURES

A confined space provides the potential for unusually high concentrations of contaminants, explosive atmospheres, limited visibility, and restricted movement. This section will establish requirements for safe entry into, continued work in, and safe exit from confined spaces. Additional information regarding confined space entry can be found in 29 CFR 1926.21, 29 CFR 1910 and NIOSH 80-106.

10.1 Definitions

Confined Space: A space or work area not designed or intended for normal human occupancy, having limited means of egress and poor natural ventilation; and/or any structure, including buildings or rooms, which have limited means of egress.

Confined Space Entry Permit (CSEP): A document to be initiated by the supervisor of personnel who are to enter into or work in a confined space. The Confined Space Entry Permit (CSEP) will be completed by the personnel involved in the entry and approved by the HSO before personnel will be permitted to enter the confined space. The CSEP shall be valid only for the performance of the work identified and for the location and time specified. The beginning of a new shift with change of personnel will require the issuance of a new CSEP.

Confined Space Attendant: An individual assigned to monitor the activities of personnel working within a confined space. The confined space attendant monitors and provides external assistance to those inside the confined space. The confined space attendant summons rescue personnel in the event of emergency and assists the rescue team.

- Ensure remote atmospheric testing of the confined space prior to employee entry and before validation/revalidation of a CSEP to ensure the following:
 1. Oxygen content between 19.5% - 23.0%.
 2. No concentration of combustible gas in the space. Sampling will be done throughout the confined space and specifically at the lowest point in the space.
 3. The absence of other atmospheric contaminants in the space having contained toxic, corrosive, or irritant material.
 4. If remote testing is not possible, Level B PPE is required as stated in the TEI Confined Space Entry Policy .
- Ensure that a copy of the CSEP is posted at the work site a copy is filed with the project supervisor, and a copy is furnished to the project manager.

11.0 SPILL CONTAINMENT PROGRAM

The procedures defined in this section comprise the spill containment program in place for activities at the Site.

- All drums and containers used during the clean-up shall meet the appropriate DOT, OSHA, and EPA regulations for the waste that they will contain.
- Drums and containers shall be inspected and their integrity assured prior to being moved. Drums or containers that cannot be inspected before being moved because of storage conditions, shall be positioned in an accessible location and inspected prior to further handling.
- Operations on site will be organized so as to minimize the amount of drum or container movement.
- Employees involved in the drum or container operations shall be warned of the hazards associated with the containers.
- Where spills, leaks, or ruptures may occur, adequate quantities of spill containment equipment (absorbent, pillows, etc.) will be stationed in the immediate area. The spill containment program must be sufficient to contain and isolate the entire volume of hazardous substances being transferred.
- Drums or containers that cannot be moved without failure, shall be emptied into a sound container.
- Fire extinguishing equipment meeting 29 CFR part 1910. subpart L shall be on hand and ready for use to control fires.

12.0 HAZARD COMMUNICATION

In order to comply with 29 CFR 1910.1200, Hazard Communication, the following written Hazard Communication Program has been established. All employees will be briefed on this program, and have a written copy for review.

12.1 Container Labeling

All containers received on site will be inspected to ensure the following: (1) all containers will be clearly labeled as to the contents; (2) the appropriate hazard warnings will be noted; and (3) the name and address of the manufacturer will be listed.

All secondary containers will be labeled with either an extra copy of the original manufacturer's label or with generic labels which have a block for identify and blocks for the hazard warning.

12.2 MATERIAL SAFETY DATA SHEETS (MSDSs)

Copies of MSDSs for all hazardous chemicals known or suspected on site will be maintained in the work area. MSDSs will be available to all employees for review during each work shift.

12.3 EMPLOYEE TRAINING AND INFORMATION

Prior to starting work, each employee will attend a health and safety orientation and will receive information and training on the following: (1) an overview of the requirements contained in the Hazard Communication Standard, 29 CFR 1910.1200; (2) chemicals present in their workplace operations; (3) location and availability of a written hazard program; (4) physical and health effects of the hazardous chemicals; (5) methods and observation techniques used to determine the presence or release of hazardous chemicals; (6) how to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment; (7) emergency procedures to follow if they are exposed to these chemicals; (8) how to read labels and review MSDSs to obtain appropriate hazard information; (9) location of MSDS file and location of hazardous chemical list.

13.0 DIRECTIONS TO HOSPITAL/MAP

MAP ON FOLLOWING PAGE

2

3

4

5

6

- Indian Dawn H6
- Indian Rd H3
- Jeffrey Rd F3
- Jennison Av J4
- Jencho La D6
- Joyce Rd J4
- Juniper La H3
- Keith Rd J4
- Kelsey Rd G3
- King J4
- Knotwood La J3
- Lake Rd Ter K3
- Lake Rd K3
- Lake Shore Dr J3
- Lakespur H6
- Lakeview Rd J4
- Langdon Rd K5
- Launcher Wy B4
- Lawrence Rd J4
- Leary J4
- Lee Rd F5
- Library La F4
- Lincoln Rd C5
- Linn La J6
- Linway Rd B5
- Loblioly La D4
- Lodge Rd J3
- Loker J4
- Longfellow Rd E4
- Loring La J6
- Lundy La F5
- Maguire Rd K3
- Maiden La H3
- Mainstone Rd H6
- Main K4
- Mansion Rd J3
- Maple K4
- Marshall Ter C5
- Massachusetts K5
- Massasoit Pkwn H3
- Mathews Av J4
- Mathews Dr J4
- Mayflower Path H3
- McManus Ct F4
- Meadow View Rd H2
- Meilen La E5
- Melody La F5
- Melville Pl J4
- Michael Rd E5

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SUDBURY (Pages 128-129)

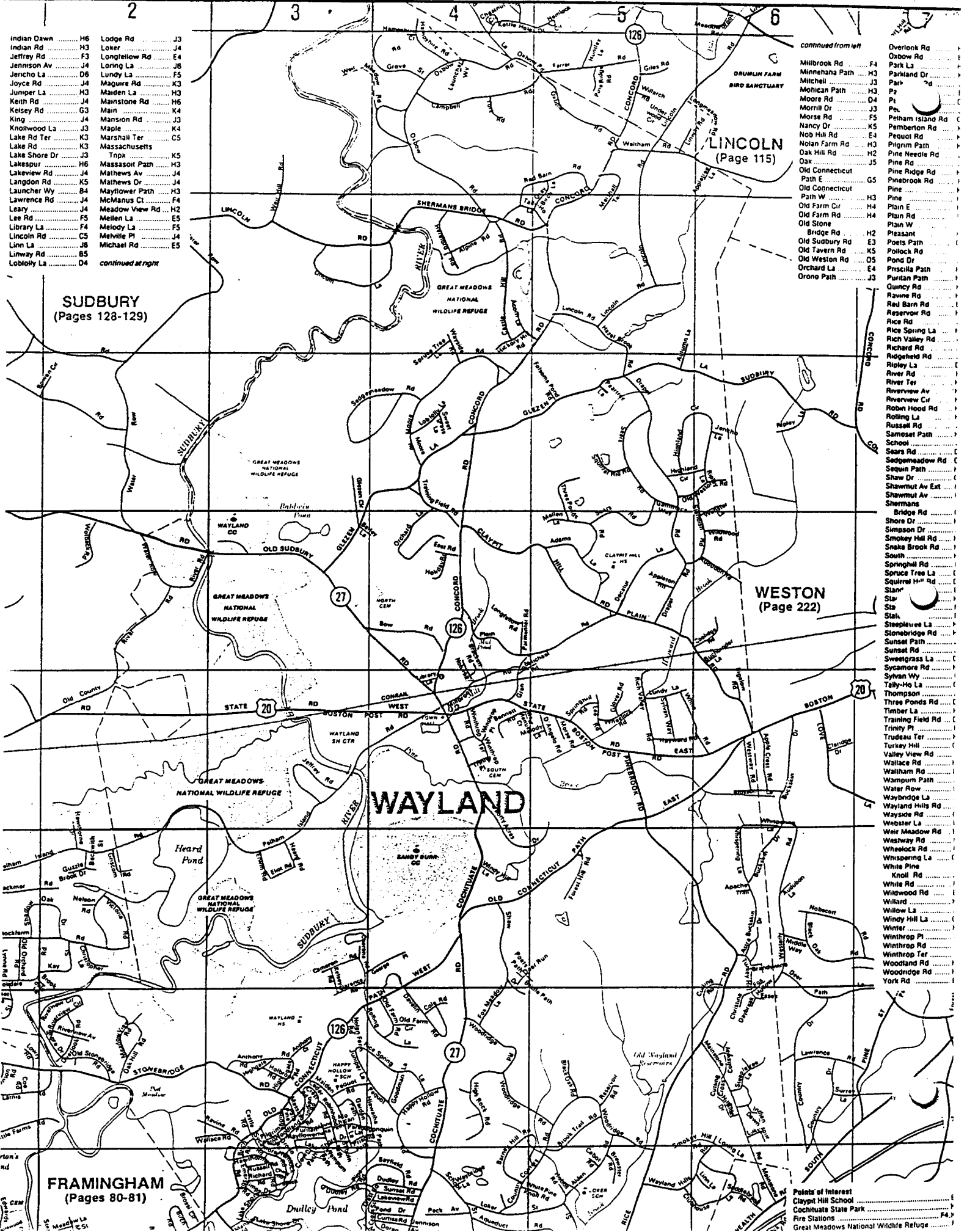
LINCOLN (Page 115)

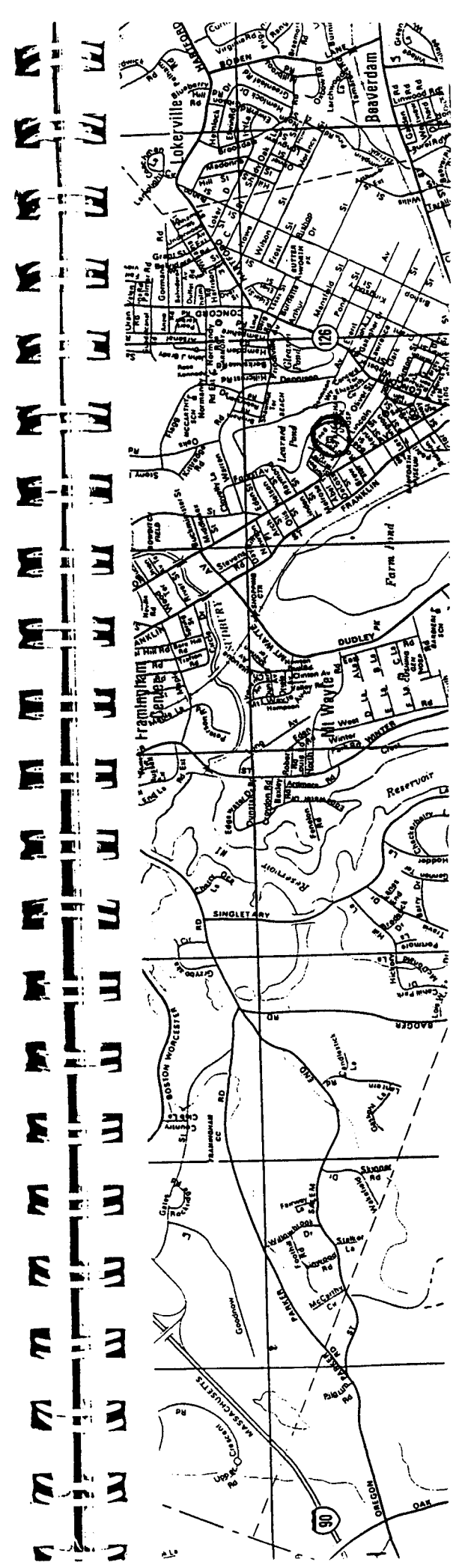
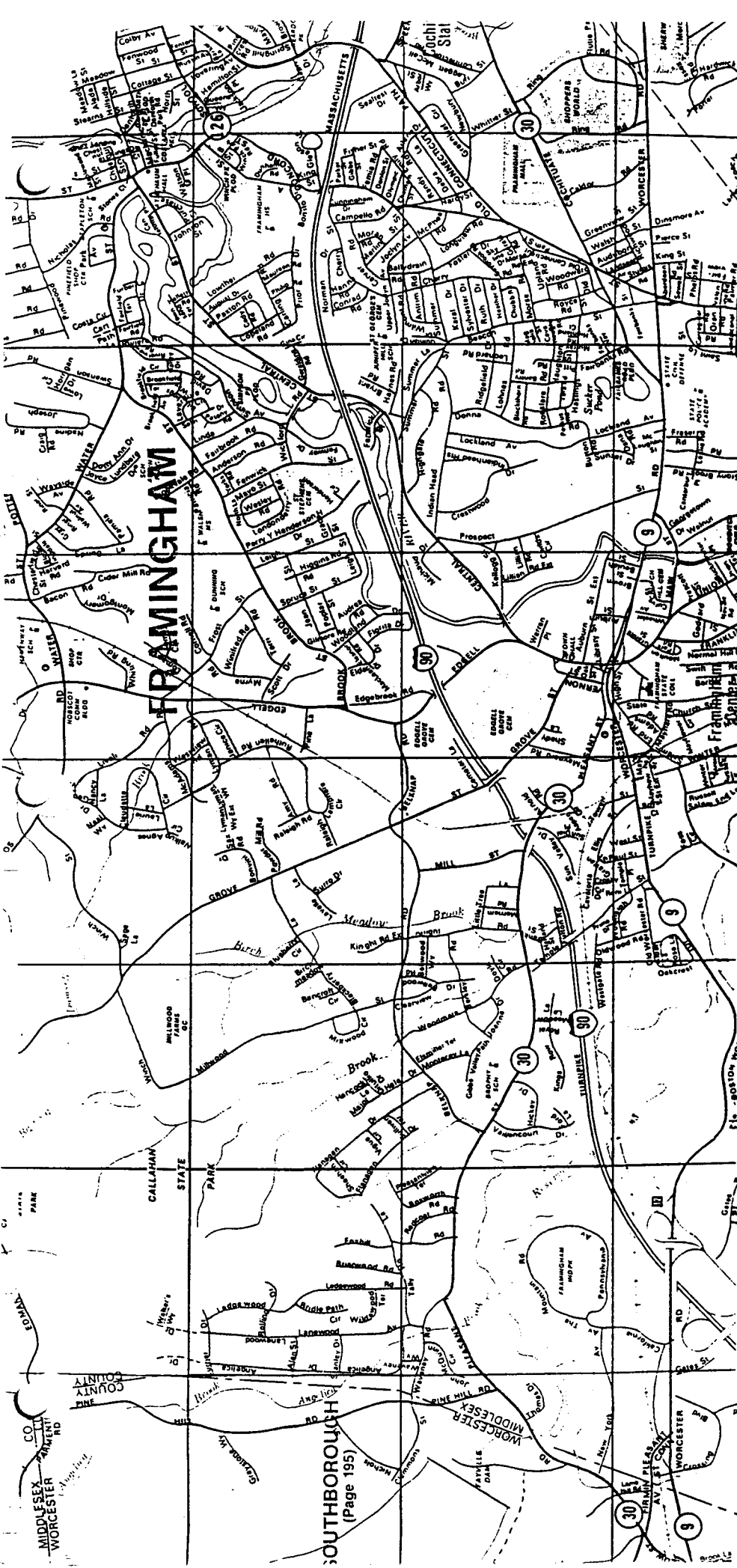
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WAYLAND

FRAMINGHAM (Pages 80-81)

- Overlook Rd F4
- Owens Rd H3
- Park La H3
- Parkland Dr J4
- Par F4
- Mohean Path H3
- Moore Rd D4
- Morrill Dr J3
- Morse Rd F5
- Nancy Dr K5
- Nob Hill Rd E4
- Nolan Farm Rd H3
- Oak Hill Rd H2
- Oak J5
- Old Connecticut Path E G5
- Old Connecticut Path W H3
- Old Farm Cir H4
- Old Farm Rd H4
- Old Stone H2
- Old Sudbury Rd H2
- Old Tavern Rd K5
- Old Weston Rd D5
- Orchard La E4
- Orono Path J3
- Overlook Rd F4
- Park La H3
- Parkland Dr J4
- Par F4
- Mohean Path H3
- Moore Rd D4
- Morrill Dr J3
- Morse Rd F5
- Nancy Dr K5
- Nob Hill Rd E4
- Nolan Farm Rd H3
- Oak Hill Rd H2
- Oak J5
- Old Connecticut Path E G5
- Old Connecticut Path W H3
- Old Farm Cir H4
- Old Farm Rd H4
- Old Stone H2
- Old Sudbury Rd H2
- Old Tavern Rd K5
- Old Weston Rd D5
- Orchard La E4
- Orono Path J3
- Puritan Path J3
- Quincy Rd J3
- Ravine Rd J3
- Red Barn Rd J3
- Reservoir Rd J3
- Rice Rd J3
- Rice Spring La J3
- Rich Valley Rd J3
- Richard Rd J3
- Ridgefield Rd J3
- Ripley La J3
- River Rd J3
- River Ter J3
- Riverview Av J3
- Riverview Cir J3
- Robert Hood Rd J3
- Rolling La J3
- Russell Rd J3
- Samoset Path J3
- School J3
- Sears Rd J3
- Sedgemoor Rd J3
- Sequin Path J3
- Shaw Dr J3
- Shawmut Av Ext J3
- Shawmut Av J3
- Shermans J3
- Shore Dr J3
- Simpson Dr J3
- Smokey Hill Rd J3
- Snake Brook Rd J3
- South J3
- Springfield Rd J3
- Spruce Tree La J3
- Squirrel Hill Rd J3
- Stann J3
- Sta J3
- Stak J3
- Staplewood La J3
- Stonebridge Rd J3
- Sunset Path J3
- Sunset Rd J3
- Sweetgrass La J3
- Sycamore Rd J3
- Sylvan Wy J3
- Tally-Ho La J3
- Thompson J3
- Three Ponds Rd J3
- Timber La J3
- Training Field Rd J3
- Trinity Pl J3
- Trudeau Ter J3
- Turkey Hill J3
- Valley View Rd J3
- Wallace Rd J3
- Walham Rd J3
- Warrington Path J3
- Water Row J3
- Waybridge La J3
- Wayland Hills Rd J3
- Wayside Rd J3
- Webster La J3
- Weir Meadow Rd J3
- Westway Rd J3
- Whetock Rd J3
- Whispering La J3
- White Pine J3
- White Rd J3
- White Hill La J3
- Wildwood Rd J3
- Willard J3
- Willow La J3
- Windy Hill La J3
- Winter J3
- Winthrop Pl J3
- Winthrop Rd J3
- Woodland Rd J3
- Woodridge Rd J3
- York Rd J3
- Points of Interest J3
- Claypit Hill School J3
- Cochituate State Park J3
- Fire Stations F4
- Great Meadows National Wildlife Refuge J3





MIDDLESEX
WORCESTER

SOUTHBOROUGH
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FRAMINGHAM


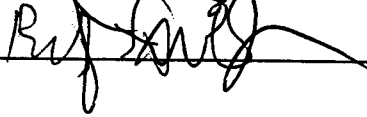
FRAMINGHAM

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14.0 COMPLIANCE AGREEMENT SIGNATURE PAGE

All site personnel, including site supervisors, must complete and sign this section prior to commencement of site activities associated with the attached Health and Safety Plan.

I have read and understand the contents of the attached Site-Specific Health and Safety Plan and have had all of my questions answered. I agree to comply with the conditions stated in the Plan and its attached revisions.

Name (Print)	Signature	Date
Rob CAMONICA		5.6.96
Bill FAULKNER		5.6.96

APPENDIX A

Standard Operating Procedures (SOP's)

UST CLEANING

Purpose: To safely enter and perform required tasks inside the Underground Storage Tank (UST) while conforming with all applicable State and Federal regulations. TEI personnel will follow the proper procedures listed below to drain all liquids from the UST, purge, and vent the tank, and after satisfactory readings have been taken, proceed to enter the confined space (cutting the tank if necessary) and perform required tasks.

Procedures: The following is a list of required procedures by TEI for proper safety in cleaning and removal of a UST.

- TEI Site Supervisor meets with clientele.
- Contacting all necessary agencies and obtaining all permits.
- Establish work zone and secure area.
- Review all paperwork (dig safe, utility lines, water lines, etc.)
- Don PPE and inspect tank.
- Testing (C.G.I. meter) vapor concentrations for oxygen combustion.
- Posting of Confined Space Entry Permits.
- Inerting (using solid carbon dioxide, (dry ice) at 1.5 lbs per 100 gallons or Venting with the use of an air-compressor with a copus horn.
- Re-testing for combustion, oxygen readings.
- Tank entry preparation (tripod, cascade system, polyethylene sheeting, drums, lifelines, etc.)
- Tank entry (in compliance with OSHA 29 CFR 1910.146).
- Following completion of tasks, perform any sampling procedures.
- Decontamination of equipment and personnel.
- Final Decon of site.
- Completion of paperwork and having signed by client.

Materials: At a minimum, the following equipment will be available:

PPE (Level C minimum)
Equipment to barricade work area (caution tape/cones/sawhorses etc.)
CGI gas meter
Polyethylene
Tripod retrieval system
Lifelines and harnesses
Respiratory equipment
Absorbent pad and powder
Drums or Vac truck for product transfer and disposal
Appropriate excavation equipment

Required PPE: TEI requires on all tank cleaning projects that a minimum of Level C PPE is used. Upon arrival on site, the Site Supervisor will take all necessary readings and reassess the site for the possibility of upgrading the level of protection. Level C includes:

- Air Purifying Respirator (full facepiece) with chemical cartridges
- Saranex or Polycoated tyvek coveralls
- Inner gloves (nitrile)
- Outer gloves (PVC)
- Rubber overboots (chemical resistant)

- * Level B PPE will always be utilized for the initial entry. Once appropriate information has been collected, the Site Supervisor will discuss the information with the Health and Safety Officer for the appropriate level of PPE for entry.

Stockpiling Contaminated Soil

1.0 INTRODUCTION

Performing excavations in areas where soil, debris, or groundwater may be contaminated, consideration must be taken with regards to cross-contamination, liquid run-off, and odor dispersing. When stockpiling potentially contaminated media, a containment system should be implemented which can meet the problems stated above. While stockpiled, samples must be obtained and sent to a lab for analysis. Once concentrations are known, it can be decided where or what can be done with the material.

2.0 PURPOSE

To store contaminated or potentially contaminated solid media while preventing or controlling watershed and odor until it can be transported for disposal.

3.0 PROCEDURES

- The procedures for stockpiling potentially contaminated media are as follows:
 - Locate a area where material can be stored
 - Place two (2) layers of six (6) ml polyethylene sheeting over the area where the the stockpile will be placed. It should be placed in a manner that the sheeting extends a minimum of two (2) feet beyond the outer edge of the stockpile.
 - Once the material is stockpiled, hay bales will be situated on the poly surrounding the stockpile leaving no gaps between them.
 - Six (6) ml polyethylene will be used to completely cover the stockpile preventing rainfall from leaching through the media or odor from dispersing.
 - The cover will be anchored down using cement cinder blocks or tires preventing weather conditions from removing it.
 - If the stockpile is located on a unsecured site, the stockpile will be enclosed by a three (3) foot high construction fence.
 - All storm drains in the vicinity of the stockpile (especially down grade) will be covered with polyethylene and surrounded with hay bales or a sorbent material.

4.0 MATERIALS

- 6 ml polyethylene sheeting
- hay bales
- cinder blocks
- sorbent materials
- construction fence
- shovels
- brooms

**STANDARD OPERATING PROCEDURE
FOR
TRANSFERRING LIQUIDS**

Purpose: To safely and neatly transfer liquid materials from one container to another container which meets all DOT regulations regarding its constituent for the purpose of recycling, disposal, or safety concerns.

Procedure:

- Identify liquid and the amount
- Evaluate the hazards associated with the constituents
- Select proper pumps, containers, and Personal Protective Equipment (PPE)
- Locate all near by drains and apply proper storm drain discharge prevention technique (see SOP for Storm Drain Discharge Prevention)
- Prep the pump intake and discharge areas (poly, absorbent materials, fire extinguisher)
- Bond and ground all pumps and containers (if necessary)
 - * Perform transfer (minimum two (2) attendants; one at the pump, one at the discharge hose)
- Turn off pump, drain all hoses and pump into container
- Decontaminate pump and hoses
- Containerize all contaminated debris and label
- Label all containers for storage in compliance with DOT and OSHA (29 CFR 1910.1200) regulations.

Equipment:

- Absorbents (booms, pads, speedi-dry)
- PPE (chemical resistant; coveralls, gloves, disposable boots, safety glasses)
- Fire extinguisher
- Bonding/grounding cables
- Shovels/brooms

STANDARD OPERATING PROCEDURE

FOR VACUUM TRAILERS

1.0 PURPOSE:

Triumvirate Environmental, Inc. (TEI) is committed to excellence in providing our clientele with full service in removal operation, manifesting and land bands, transportation, and site and trailer decontamination. In providing these services, TEI will fully comply with all local, state, and federal regulations which are described in more detail below.

2.0 LOADING PROCEDURES:

2.1 *Materials which can be loaded into tanker:*

- 2.1.1 Flammable liquids
- 2.1.2 Combustible liquids
- 2.1.3 Poisonous liquids
- 2.1.4 Misc. Hazard Class 9 (**excluding PCB's**)
- 2.1.5 Misc. chemical liquids (non RCRA/non DOT)

2.2 *Materials which can not be loaded:*

- 2.2.1 PH of less than 2; PH greater than 12.5 (**Corrosives**)
- 2.2.2 Poly chlorinated biphenyl's (PCB)
- 2.2.3 Reactives
- 2.2.4 Spontaneously combustible
- 2.2.5 Oxidizers
- 2.2.6 Organic Peroxides
- 2.2.7 Radioactives
- 2.2.8 Food

2.3 *Operation of Vacuum Tanker:*

- 2.3.1 Operation of the motor, pump, and tank are vehicle specific. All of the equipment pertaining to the previous list must operated according to the manufacturers specifications.
- 2.3.2 Before operation of the vacuum system, the grounding wire located on the back of the trailer will be fastened to a proper ground.
- 2.3.3 M.S.D.S.'s of material being loaded must be obtained and reviewed before any work is performed.

- 2.3.4 During loading procedures, two (2) people must be present to assure safe operation.
Note: Personnel performing operations, at a minimum, must be one TEI employee (the driver). The second person may be an employee from the contracting company prepared to assist.
- 2.3.5 Attendance at Vacuum trailer is mandatory while equipment is in operation.
Note: When using the drum wand attachment, it is preferable to use a **ball valve** at point of connection.

3.0 Vacuum motor operation:

3.1 Personal Protective Equipment:

- 3.1.1 The following PPE will be worn at all times during loading /off-loading procedures:
- ~ Safety glasses
 - ~ Disposable coveralls (tyvek suit)
 - ~ Chemical resistant gloves
 - ~ Boots (steel-toe)
 - ~ Over boots (chemical resistant) (if needed)
 - ~ APR Full-face piece respirator (with all available cartridges)
 - ~ Hard hat (optional)

3.2 Emergency and Spill Equipment:

- 3.2.1 Fire extinguisher/Fire fighting apparatus
- 3.2.2 Emergency phone numbers
- 3.2.3 Evacuation route (define before beginning work)
- 3.2.4 Combustible gas/Oxygen meter (optional)
- 3.2.5 Absorbent materials (spill pads; speedi-dry)
- 3.2.6 Additional Grounding/Bonding equipment
- 3.2.7 Unknown test kit

4.0 Pre-trip Inspection of Vacuum Trailer:

4.1 Pre-trip Procedures:

- 4.1.1 Before transportation all valves, fittings, and domes must be closed tight.
- 4.1.2 Hoses must be drained completely. All hoses will be capped and plugged.
- 4.1.3 Oil for pumps and motors are to be checked daily. They must be kept full at all times.
- 4.1.4 All drain lines must be clear and empty before transportation is permissible.

Note: It is the drivers responsibility to ensure that there is a proper supply of equipment (i.e.; hoses, fittings, tools, and emergency/spill equipment).

5.0 TRANSPORTATION:

5.1 Placards:

- 5.1.1 Placards are to be displayed (during loading, if possible) according to US DOT description, shipping name, hazard class, and UN/NA identification number.
- 5.1.2 Prior to off-loading, if proper decontamination procedures can not be performed, the tanker must show placards reflecting that load. Upon proper decontamination, the placards may be removed.

5.2 Monitoring (leak detection/air)

- 5.2.1 A walk around inspection must be done at:
 - ~ Completion of loading
 - ~ 25 miles after beginning trip
 - ~ Every two hours or 100 miles (which ever comes first)
 - ~ Every road side stop (re-fueling, eating, etc...)

6.0 OFF-LOADING PROCEDURES:

6.1 Off-loading at the disposal facility:

- 6.1.1 All off-loading will be done in accordance with the Transfer Station/Disposal Facility's (TSDF) Safety/off-loading procedures.
- 6.1.2 All loads should be gravity off-loaded whenever possible.
- 6.1.3 All flammable liquids will not be pumped off (using pressure) without TEI management permission.
- 6.1.4 Prior to all required paper work, the trailer will be properly decontaminated (at the cost of the generator from that load) before reuse.

7.0 DECONTAMINATION PROCEDURES:

7.1 Decon at TSDF:

- 7.1.1 Decontamination of the tanker will be done at the TSDF whenever possible. This will be done in accordance with TSDF/Product Specific procedures.

7.2 Decon at Site or TEI:

- 7.2.1 Decontamination of the tank trailer will be done without entry whenever possible. If entry must be performed, TEI will comply with all applicable State and Federal regulations.
- 7.2.2 Entry to perform decon procedures will follow the TEI Permit- Required Confined Space Program.
- 7.2.3 All waste produced from the decon procedures will be properly containerized, labeled, and stored until it can be shipped to a facility for disposal. All such waste will be charged against the generator of that waste.

On-Site Requirements at Raytheon

- 1.0 **Confined space entry permits must be issued by a Raytheon agent. This will only occur when all parties (TEI & Raytheon) are satisfied the space is safe for entry.**
- 2.0 **No excavation can be performed until a Raytheon agent advises the operator of all underground pipes, cables, or drains.**
- 3.0 **Excavations must be properly shored/sloped and protected from unauthorized personnel at all time.**
- 4.0 **All equipment used for lifting (chains, ropes, heavy equipment, etc.) must be inspected by a Raytheon agent.**
- 5.0 **All electrically powered hand tools must be submitted to a Raytheon agent for inspection prior to use.**

Portable tools must be connected to their power source using a 3 wire cable with a 3 pin plug. Any three phase supply must be connected with a 4 wire cable and 4 pin plug.

Extension cords are not to be trailed so they present any hazard.

- 6.0 **Fire Alarm: "CODED SIGNAL"**

Do not evacuate unless the fire is in your workplace.

- 7.0 **Evacuation Alarm: "STEADY SIGNAL"**

In the event that you hear this alarm, egress and assemble at least 250 feet away (up wind if possible).

Baytheon

SAFETY INFORMATION

FOR

CONTRACTORS

SAFETY INFORMATION FOR CONTRACTORS

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SAFETY INFORMATION FOR CONTRACTORS

INTRODUCTION

1. It is the Company's policy that the establishment of safe, healthy working conditions and the encouragement of safe working practices are essential at all its sites. Contractors must conduct their activities so that equipment, supplies, and work practices are safe for their own and Company employees, and for all third parties. Every reasonable effort will be made to provide optimum protection and to conform with all applicable safety and health regulations. Before a Contractor is permitted to commence work, the Contractor must be made aware of this policy.
2. The Contractor must indicate that all items furnished and all work performed will comply with the requirements of the Occupational Safety And Health Act of 1970 (OSHA) and the standards and regulations prescribed thereunder.
3. In furtherance of this, the Company's policy, procedures and requirements are detailed in the rules following this introduction which serve as a reminder of some of the more common hazards and of appropriate accident prevention measures.
4. The Contractor:
 - a) Employs on site only persons who are competent in the performance of their trades, callings, and duties;
 - b) Will comply with the safety rules contained herein;
 - c) Is not relieved of any of his obligations under statute and law;
 - d) Undertakes to indemnify the Company against any liability incurred as a result of any injury to persons, or loss or damage to property arising out of the work.
5. No permission or consent by or on behalf of the Company shall in any way relieve the Contractor of his liability for accidents, injury, and/or damage.
6. This document is issued to each Contractor under the title "Safety Information For Contractors". Acknowledgement of receipt and agreement to observe is required prior to the commencement of any work. Before the work is begun, the Contractor's Safe Work Certification, shown in Appendix No. 2, must be signed and returned to the Company Agent authorizing the work.

7. A list of emergency internal telephone numbers is shown below.

EMERGENCY TELEPHONE NUMBERS

**** ANY EMERGENCY - Ext. 4357 (H-E-L-P) ****

MEDICAL DEPARTMENT: Marlborough Facility - Ext. 2501
Norwood Facility - No On-site Medical
Sudbury Facility - Ext. 2175
Waltham Facility - Ext. 3749
Wayland Facility - Ext. 1300

MAINTENANCE MANAGER: Marlborough Facility - Ext. 3761
Norwood Facility - Ext. 3709
Sudbury Facility - Ext. 2222
Waltham Facility - Ext. 2201
Wayland Facility - Ext. 1321

SAFETY MANAGER: Marlborough Facility - Ext. 7-431-4325
Norwood Facility - Ext. 7-433-2526
Sudbury Facility - Ext. 4325
Waltham Facility - Ext. 2526
Wayland Facility - Ext. 7-431-4325

SECURITY MANAGER: Marlborough Facility - Ext. 2547
Norwood Facility - Ext. 7-433-4187
Sudbury Facility - Ext. 2406
Waltham Facility - Ext. 4187
Wayland Facility - Ext. 6605

GUARDS: Marlborough Facility - Ext. 2496
Norwood Facility - Ext. 2551
Sudbury Facility - Ext. 2249
Waltham Facility - Ext. 4487
Wayland Facility - Ext. 1420

SAFETY INFORMATION FOR CONTRACTORS

SECTION 1

1.1 Definitions

Throughout this document the undermentioned titles have the following interpretation.

COMPANY: Raytheon - Equipment Division

CONTRACTOR: A company, firm, or person which has a Purchase Order or Contract to perform work or services on a Company site, including any subcontractor(s) employed by the Contractor to carry out this work or service.

COMPANY: The representative of the Company who is responsible for the
AGENT Contractor(s) working on the site, including any subcontractor(s) employed by the Contractor to perform the work. He will usually give authorization and instruction.

.2 Pre-Contract Conditions

Prior to the commencement of any contract work, a responsible person representing the Contractor must discuss with the Company Agent, the safety, health, and fire precautions which are considered necessary by the Company.

In addition, before work commences the Company Agent must be notified.

The Contractor shall ensure that:

- a) The site of operations is clearly defined.
- b) He has been informed of the emergency procedures and first aid facilities available for the Contractor's employees.
- c) He receives information about hazardous or secure areas where entry is not usually permitted unless certain safety instruction and/or security clearance is obtained.
- d) The Company Agent, with appropriate assistance from the facility Safety Manager, will instruct all Contractor personnel (including all subcontractor personnel) so that they are aware of facility hazards to which they may be exposed while performing their work (Hazard Communication). Contractor personnel will be made aware of the

SAFETY INFORMATION FOR CONTRACTORS

SECTION 2 GENERAL SAFETY RULES

2.1 Accidents And Reporting

The Company investigates accidents that occur on site. All accidents must be reported to the Company Agent immediately.

Injuries shall be reported and treated at the Medical Department during normal working hours.

Traffic accidents on Company roads or damage to property must be reported without delay to the Company Agent.

2.2 Access And Passageways

Nothing shall be done or omitted to be done by the Contractor or his employees which shall obstruct or render unsafe the means of access or egress of Company employees or vehicles to the premises.

Permission must be obtained from the Company Agent and facility Safety Manager for the restriction of movement or the creation of any temporary obstruction. The Contractor will supply, position, and maintain all necessary fencing, lighting, signs, and other warning devices to ensure safety at all times.

Care must be taken to avoid the casual trailing of supply lines and cables carrying air, gas, electricity, etc.

2.3 Safety Of Contractor's Plant, Tools, And Equipment

The Contractor is responsible for:

- a) The adequacy and safe condition of all structures, scaffolding, plant, equipment, and tools used by him in the execution of the work, whether such plant, equipment, and tools are the property of the Company or otherwise.
- b) The proper and safe use of any such Company property for the use of which permission has been given.

Any plant, equipment, or tools loaned by the Company must be returned for any necessary servicing, maintenance, and repair.

location of Material Safety Data Sheets for all Company chemicals to which they may be exposed while performing their work. All instruction will be documented.

- e) He receives any special information concerning Company processes which may affect or involve the contract work.
- f) The precautions required by these rules are fully observed.
- g) He will act immediately upon reports by the Company Agent where there is disregard of these safety rules or any other safety rules.
- h) The "Contractor's Safe Work Certification" (Appendix 2) is signed.

All Contractor's plant, equipment, or tools must comply with OSHA and other regulations and all relevant local, state, and federal codes.

2.4 Toxic Or Hazardous Articles And Substances - Use, Storage, and Handling

The Company Agent and facility Safety Manager must be advised prior to the commencement of any operation involving the use of toxic or hazardous articles and substances. Material Safety Data Sheets (MSDS) must be given to the facility Safety Manager before any chemicals are brought onto Company property (Ref. EDL Policy No. 37-3029-142 for other requirements).

The observance of all Regulations is required where applicable (e.g. Asbestos Regulations).

The Company Agent will advise on the storage, handling, and disposal of such materials.

2.5 Control Of Dust, Fumes, And Vapor

No internal combustion or compression ignition engine may be used inside buildings or any confined space unless specific provision is made to conduct exhaust gases to the outside air, or the area is adequately ventilated so as to prevent the accumulation of dangerous gases.

The creation of dust, fumes, or any other impurity which could be offensive or injurious to health or could cause damage to property must be effectively prevented or controlled to within acceptable limits.

2.6 Fire Precautions And Evacuation

All Contractor's employees must be made aware of the facility fire alarms system, means of escape, and evacuation procedure for the area in which they are working. It is the Contractor's responsibility to inform his own employees about fire evacuation procedures and he is responsible for checking them off the premises.

Information relating to the facility alarms and evacuation procedure is contained in Appendix 1. Any questions should be directed to the Company Agent or facility Safety Manager.

Portable fire extinguishers are available for use by the Contractor's trained employees in the event of fire. This equipment must not be used for any other purpose, nor shall it be removed or obstructed unless the facility Safety Manager has been notified. Where it is necessary to discharge a fire extinguisher, a report must be made to the facility Safety Manager.

Where any work requires interference with sprinklers, fixed fire alarms, suppression or detection systems, prior notification shall be given to the facility Safety Manager, who will

issue, where necessary, special instructions concerning shut down times and other precautionary measures.

2.7 Machinery In Motion

No work may commence near or above machinery in motion without the permission of the Company Agent and facility Safety Manager (Ref. Sec. 3.1).

The Contractor may not remove or displace any guard, fencing, or other safety equipment fixed to, or provided at, any machinery or from any place where safety equipment has been provided except with the written permission of the Company Agent and facility Safety Manager. Where such permission is given, any additional specified precautions must be observed. The guard, fencing, or other safety equipment must be replaced immediately after the work has been completed. The Contractor must ensure that no machinery is set in motion without first replacing the necessary guards.

2.8 Disposal Of Waste

The Contractor must keep his work area safe and neat at all times.

Waste material must be placed in an agreed temporary storage position until final removal from the work area.

All accumulation of combustible waste must be removed from the building at the end of a working day.

To comply with regulations and laws governing the disposal of waste, it is essential that the method of disposal and the disposal site have clearance from the Company Agent.

Clearance for the removal of toxic or hazardous waste will not be given unless the correct documents are presented.

2.9 Noise Control

The Contractor is required to comply with the noise control procedures. It is expected that all machinery and tools are designed and used in such a way as to prevent the generation of unacceptable levels of noise. Where the issue is in doubt, the facility Safety Manager will advise.

2.10 Overhead Work

No work may be performed above the heads of Company employees or over passageways or roads until precautions have been taken to ensure the safety of persons below and with the permission of the Company Agent and facility Safety Manager.

2.11 Working At Heights

All ladders, step ladders, safety harnesses, or other appliances used or intended for use must be of sound construction, adequate strength, and sufficient length, and be properly maintained.

The Contractor must satisfy himself that handholds or footholds likely to be used are structurally sound and secure. Where any doubt exists, the Contractor must report structural defects, including suspect handholds or footholds effecting the safety of his employees, to the Company Agent.

All temporary structures (scaffolds, etc.) erected by the Contractor, the purpose of which is to allow his employees to work at heights in excess of four (4) feet above the floor level, must be constructed in accordance with OSHA and other applicable regulations.

2.12 Work Near Overhead Cables

No work may be carried out in the vicinity of overhead cabling until the Company Agent has been consulted as to the necessary precautions and his written authorization issued. Work in this regard includes the handling or carrying of long metal objects and movements involving jibs, masts, arms, or other elevated parts.

2.13 Protective Clothing And Equipment

It is the Contractor's responsibility to supply his employees with the necessary protective clothing or equipment for work to be carried out safely. Eye protection must be worn at those processes or in areas where an eye protection requirement is posted. Similarly, hearing protection must be worn in posted hearing protection areas.

2.14 Security

Members of the Company's security staff have authority to search any person in the facility. The Contractor must ensure his employees can identify themselves by wearing the badge issued daily when they report to the facility Main Entrance.

Vehicles used by the Contractor or his employees may be parked on the Company's premises only with the permission of and in accordance with instructions issued by the Company Agent. The Company reserves the right to authorize its security staff to search any vehicle on site.

The Company does not accept responsibility for the security of vehicles, tools, or equipment belonging to the Contractor or his employees.

The Contractor must notify the Company Agent when his employees will work at times outside normal day shift hours. This intention must be reported upon arrival; notice of departure must also be given to the duty Security Guards.

2.15 Site Services Connections, Drains, And Sewers

The Contractor must not use or disconnect any of the Company's services (gas, water, air, electricity, etc.) without permission from the Company Agent. No waste is to be discharged to any drainage system without prior approval of the Company Agent.

2.16 Building Operations Including Repair, Painting, And Demolition

The Contractor is responsible for ensuring that building operations are carried out in accordance with all relevant regulations.

In particular, attention must be given in the provision of guard rails and toe-boards at working platforms and work places, passageways, etc.

Articles must not be thrown or dropped from heights where they are liable to cause injury; they must be properly lowered, otherwise adequate means must be provided to prevent any possible injury to persons.

Before the site is vacated for the day, all overhead scaffolds must be left in a safe condition; loose tools must be removed and secured against falling.

2.17 Electrical Installation and Repair (Including Electronics)

Any electrical work carried out on the site where the Contractor has safety responsibility, must be carried out by a person with the necessary qualifications and competence.

All installations must conform to applicable regulations.

Lockout/Tagout procedures must be followed where required by law. Adequate signs and/or labels must be displayed or attached as necessary. The Company Agent and facility Safety Manager must be notified when lockout/tagout is to be used (Ref. Division Policy No. 37-3044-140).

2.18 Supervision

The Contractor must ensure that his employees and his sub-contractors are adequately supervised at all times.

2.19 Storage

The Contractor is not permitted to store equipment or materials on site without the permission of the Company Agent. At no time must access or egress of personnel be restricted.

2.20 Warning Signs

All warning signs should conform to industry standard and/or applicable regulation.

2.21 Sanitation

The Company's facilities are available for use by the Contractor's employees unless otherwise agreed (toilets, washroom), provided that they observe Company instructions.

2.22 Facility Traffic Control And Speed Restrictions

The speed of vehicles using facility access roads must be consistent with safety, and must not exceed the limit specified on signs displayed around the facility.

Facility traffic control devices, signals, and signs must be observed at all times.

SAFETY INFORMATION FOR CONTRACTORS

SECTION 3 SPECIAL PRECAUTIONS

The sections following concern work subject to special precautions and arrangements as required by regulation or recommended Codes of Practice.

3.1 Entry into Confined Spaces

When work is required inside any vessel, tank, chamber, pipe, manhole, catch basin, flue, or similar confined space, the Contractor must not allow any of his employees to enter such a space without a Confined Space Entry Permit issued by the Company Agent.

A Confined Space Entry Permit can be given only when all parties are satisfied the space concerned is safe to enter and the requirements of Division Policy No. 37-3035-140 have been met.

All necessary equipment shall be supplied by the Contractor.

3.2 Excavations

A Contractor is not permitted to carry out excavation work without consulting the Company Agent who will give permission to dig, detailing safety precautions where appropriate.

The Company Agent will, where possible, advise the position of buried electric cables, drains, gas, sprinkler and water mains, etc., but it will be the liability of the Contractor to make good any damage done by him to such services, to render them safe and secure without delay, and to submit a written report.

Excavations or openings must be securely fenced, boarded over, or otherwise protected, including the use of warning lights during hours of darkness or bad visibility.

Excavations must be properly shored at all times in accordance with OSHA and other applicable regulations.

3.3 Pressure Vessels

Where the Contractor is to use compressed air receivers, including vessels used for spraying paint and similar materials, on site, he must produce evidence of a current report on the results of the last periodic inspection of the pressure vessel required under state law.

3.4 Cranes, Hoists, Lifting Appliances, Tackle, and Vehicles

The Contractor must not use the Company's equipment including cranes, hoists, lifting appliances, tackle, ladders, tools, and vehicles, unless agreed under the terms of the contract.

If such items as above are needed to expedite the work, a request must be made to the Company Agent, who will give his permission if he is in agreement with the need and he is satisfied with any assurances given as to the competency of nominated personnel.

No lifting chain, rope or lifting tackle, crane or lifting machinery may be used on site unless it has been inspected and maintained in accordance applicable regulations, and certified where required.

It is forbidden to load a crane beyond the safe working load marked upon it. In the case of a jib crane in which the angle of jib can be altered, the safe working load is that which corresponds with the angle shown on the automatic indicator or table of safe working loads attached to the crane.

It is forbidden for any load to be suspended on any lifting equipment unless an operator is at the controls.

All slinging and lifting operations must be supervised and signalled by trained personnel.

3.5 Use of Electrically Driven Portable Tools

Portable electrically driven tools or equipment intended for use on site must be submitted for inspection by a qualified electrician, approved by the Company Agent, who will confirm suitability and safety for connection to the site supplies.

The Company does not accept responsibility for any undiscovered defects and the Contractor is under obligation to ensure the safe performance of such equipment and its proper maintenance.

Portable tools must be connected to the electrical supply by means of a 3 wire cable and 3 pin plug and socket (double insulated tools excepted); where a 3 phase supply is to be used, 4 wire cable and 4 pin plugs and sockets with ground connections must be used. All such tools must be protected by ground-fault circuit interrupters.

Temporary makeshift electrical connections are strictly forbidden. The use of extension cords is not encouraged and they must not be routed across floors, through closing doors or windows, and not trailed so as to present a hazard.

Portable electric lamps must be suitably secured and protected. Use in wet environments must be restricted to voltages not exceeding 25 volts, or must be protected by ground-fault circuit interrupters.

3.6 Percussion Cartridge Tools

Contractors intending to use percussion tools must first notify the facility Safety Manager and the Company Agent.

These tools must only be used by competent persons. Extreme care must be taken to ensure that the tools are correctly charged and given the respect due to a potentially dangerous weapon.

3.7 Compressed Gas Cylinders

The storage and use of compressed gas cylinders must be approved by the Company Agent and facility Safety Manager. Cylinders must be appropriately secured at all times. The indoor use of propane, or other flammable gas, is not encouraged where practical alternatives are available.

8 Petroleum, Cellulose, and Other Flammable Liquids and Mixtures

The Contractor must consult the Company Agent and facility Safety Manager should he intend to use petroleum based mixtures (e.g. paints or adhesives), cellulose paints and thinners, or other flammable liquids within the confines of a building.

Flammable liquids must not be stored inside buildings except as permitted by regulations and if stored in a lockable flammables storage cabinet.

Work carried out with flammable liquids is not permitted without strict observation of the restrictions on smoking and open flames. The Contractor must provide the means of ensuring air dilution of potentially dangerous concentrations of flammable or other hazardous vapor. The Contractor is also responsible for displaying warning notices, e.g. "No Smoking" and "No Open Flame".

3.9 Explosive and Radioactive Materials

Explosive and radioactive materials must not be brought on to the site without prior notice and only with written permission from the Company Agent and facility Safety Manager.

3.10 Fork Truck and Other Powered Industrial Trucks

The Contractor's powered industrial trucks must not be used on site without the permission of the Company Agent. Trucks must only be driven by competent licensed personnel and must comply with all applicable regulations.

3.11 Hot Work

The Contractor must inform the Company Agent and facility Safety Manager of intended flame cutting or welding work which can only be authorized under a Hot Work Permit per Division Policy No. 37-3082-140.

3.12 Lasers

Where a laser device is operated in connection with the work, the Contractor must ensure the equipment is constructed and operated to the safety requirements of applicable regulations.

3.13 Material Safety Data Sheets

Contractors intending to bring any chemical materials onto the site must provide a Material Safety Data Sheet for each material to the Company Agent and to the facility Safety Manager. This must be done at least twenty-four hours before the material arrives. Chemical materials include any gases, liquids, powders, or hazardous solids such as acids, adhesives, alkalis, bases, caustics, cleaners, coatings, coolants, corrosives, degreasers, encapsulants, epoxies, explosives, finishes, flammables, fluxes, inks, lubricants, oils, paints, reactive agents, sealants, solders, solvents, strippers, thinners, toners, varnishes, waxes and any similar materials.

SAFETY INFORMATION FOR CONTRACTORS

APPENDIX No. 1

Raytheon - Equipment Division

Alarms Information And Evacuation Procedure

- 1) Fire Alarm: CODED SIGNAL in the Norwood, Sudbury, Waltham and Wayland Facilities.
"WHOOPIING SIGNAL" in the Marlborough Facility.

The fire alarm notifies response personnel of the location and type of device activated. Do not evacuate when you hear the fire alarm unless the fire is in your work area.

- 2) Evacuation Alarm: STEADY SIGNAL (All Facilities)

Evacuation Procedure:

If you hear this alarm, follow your evacuation route marked by "EXIT" and/or "EVACUATION ROUTE" signs to the nearest exit door. Emergency Coordination Control Organization (ECCO) Team Members will assist and direct you. Assemble in the parking lot, well away from the buildings. Permission to re-enter the buildings will be given by the responding municipal fire department.

Make sure you know your evacuation route(s) and procedure BEFORE an emergency situation occurs.

SAFETY INFORMATION FOR CONTRACTORS

APPENDIX No. 2

Raytheon - Equipment Division

Contractors Safe Work Certification

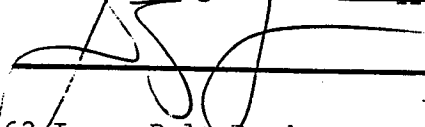
I/We acknowledge receipt of Raytheon - Equipment Division Safety Information For Contractors.

I/We agree to observe these Rules and I/We will, by my/our best endeavors, preserve the safety of my/our employees and the general public while working on your premises. I similarly undertake on behalf of my subcontractors.

I/We apply for 1 copies of these Rules for distribution to my/our supervisory staff whose names are shown below. (WE WILL DISTRIBUTE)

I/We will indemnify Raytheon - Equipment Division against any liability incurred as a result of any injury to persons, or loss, or damage to property caused by my/our carrying out work on Raytheon premises.

Name of Contractor/Title or Firm: Triumvirate Environmental, Inc.

Signature:  Date: April 3, 1996

Address: 63 Inner Belt Road

P.O. Box 136

Somerville, MA 02143-0003

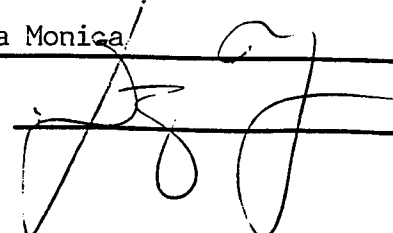
Name(s) of Supervisor(s):

John Palmer

Bruce Sullivan

Kevin Walker

Rob La Monica

Company Agent:  Date: 4/3/96

DOCUMENT 00700

RAYTHEON COMPANY

GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

Rev. 1/94

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Article 1 - DEFINITIONS

The words "Company" or "Owner" shall mean Raytheon Company, a Delaware Corporation, with its Corporate Headquarters located at 141 Spring Street in Lexington, Massachusetts.

The word "Engineers" shall mean the engineer or engineers designated by the Company.

The word "Buyer" refers to the Company's Procurement Department representative, identified in the purchase order as Buyer.

The word "Contractor" or "General Contractor" shall mean the party engaged to perform the work described in this contract.

The word "Subcontractor" shall mean the General Contractor's supplier of labor and/or materials for any part of the job, or such supplier as may be substituted by the Company.

Article 2 - SPECIFICATIONS AND DRAWINGS

The Contractor shall keep at the work site a copy of the drawings and specifications and shall at all times give the Company access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense. The Company shall furnish from time to time such detail drawings and other information as it may consider necessary, unless otherwise provided.

Should it appear that work hereby intended to be done is not sufficiently detailed or explained on the drawings or in the specifications, the Contractor shall apply to the Company for such additional drawings or explanations as may be necessary, allowing reasonable time for the Company to supply same, and the Contractor shall comply. No condonation or inadvertent neglect of the Company will be accepted as an excuse for bad work.

Article 3 - CHANGES

The Company may at any time, by a written order, and without notice to the sureties, suspend work or make changes in the work, including, but not limited to, changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. The Contractor shall not make any change or perform any extra work unless so directed in a written change to this contract, or unless authorized by a Form 7762, Note of Construction Change and Request for Approval, signed by the Company's Buyer. The Contractor shall furnish a cost breakdown of his work and/or the work of Subcontractor(s) directly concerned with any change or extra work which was authorized. Any claim of the Contractor for adjustment under this Article 3 must be submitted in writing within ten (10) days after Contractor received written authorization to proceed with the change or the extra work; however, the Company may receive and consider and adjust any claims submitted before the date of final payment under this contract, if the Company determines that the facts justify such action. If the parties fail to agree upon the amount of the adjustment to be made, the dispute shall be settled under Article 5 - DISPUTES, but nothing in this Article 3 will excuse the Contractor from proceeding with the extra work or with the work changes. Except as otherwise herein provided, the Contractor will not perform or pay for extra work or changes. The price of any extra work or changes authorized as provided herein shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.

Article 4 - LAWS, PERMITS AND CODES

The Contractor shall obtain and pay for all permits and licenses; give all notices and pay all fees; comply and cause his agents and Subcontractors to comply with all laws, ordinances, rules and regulations bearing on the conduct of work; and shall call the attention of the Company to any conflict between plans and/or specifications and any laws, ordinances, rules and regulations. All construction, supplied equipment, and installation of same shall conform with all provisions of applicable local, state and federal safety, health, and fire codes and regulations.

Article 5 - DISPUTES

Any controversy or claim by the parties hereto arising out of or relating to this contract, which controversy or claim might be the subject of a personal action at law or of a suite in equity, shall be settled by arbitration in the City of Boston, Massachusetts, under the rules of the American Arbitration Association. Such arbitration shall be initiated by either party making a written demand for arbitration on the other party and delivering a copy of such demand for arbitration to the other party and to the offices of the American Arbitration Association in Boston, Massachusetts. Within thirty (30) days of such demand, Owner and Contractor shall each designate an arbitrator, give written notice of such designation to the other and provide a copy of the notice to the American Arbitration Association. Within thirty (30) days after these notices have been given, the two arbitrators selected by this process shall select a third neutral arbitrator and give notice of the selection to Owner, Contractor and the American Arbitration Association. All such arbitrators shall have experience in the construction industry and have reasonable familiarity with the performance or interpretation of agreements similar to this contract. The three (3) arbitrators shall hold a hearing and decide the matter within sixty (60) days thereafter. The award of the Arbitrator shall be final and binding upon the parties, and a judgment upon the award rendered may be entered in any court of competent jurisdiction. The Contractor shall not delay the work during any arbitration proceedings except by agreement with the Company.

Article 6 - SUPERINTENDENCE BY CONTRACTOR

Whenever any work is being performed by any of the Contractor's Workmen or those of his Subcontractors, the Superintendent must be present on the job site to personally supervise the work. In the event that workmen appear for work in the absence of the Superintendent, they may be asked to leave the premises by the Owner.

Before commencing any work, the Contractor shall submit to the Owner in writing, the name of the Superintendent. Contractor shall not replace the Superintendent for the duration of the project as long as he remains in the Contractor's employ without prior written approval of the Owner.

The Superintendent designated must be qualified to oversee the entire project. His duties shall be to oversee and supervise all work whatsoever that takes place on this project for the full duration of the contract, including "punch list" and "clean-up" at the end of the construction period.

Should be Superintendent be judged unsatisfactory by the Owner, the Superintendent shall be replaced by the Contractor.

Article 7 OTHER CONTRACTS

The Company may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and with the Company's employees and carefully fit his own work to such additional work as may be directed by the Company. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by the Company's employees.

Article 8 - PATENT INDEMNITY

The Contractor agrees to save the Company and its officers, agents and employees harmless from any and all expenses, liability, and loss, for infringement upon any letters patent of the United States (except letters patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Company of supplies furnished or work performed hereunder.

Article 9 - LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Company a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond, satisfactory to the Company, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Company all monies that the latter may be compelled to pay in discharging such lien, including all costs and a reasonable attorney's fee. The Contractor may use the Company's standard form of release at his option.

Notwithstanding the above, if any lien is filed against property of the Company, Contractor shall immediately cause the same to be canceled and discharged of record, by bond or otherwise at the election and expense of Contractor. Contractor shall also defend on behalf of the Company at Contractor's sole cost and expense, any action, suite or proceeding which may be brought thereon or for the enforcement of such liens or related claims, and Contractor will pay any damages and discharge any judgment entered therein and save Company harmless from any claim or damage resulting therefrom.

Article 10 - COORDINATION

The Contractor shall be responsible for the coordination of all work and the proper completion of work as intended by this contract. Sleeves, hangers, inserts, chases or other devices required to be built into the structure shall be furnished and installed by the Subcontractor requiring same for the proper completion of his work.

Article 11 - TERMINATION

Termination for Convenience

The Company shall have the right to terminate, suspend or abandon the project in whole or in part. If the project is suspended or abandoned in whole or in part for more than three (3) months, or terminated for convenience, the Contractor shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the project is resumed after being suspended for more than three (3) months, the Contractor's compensation shall be equitably adjusted.

In the event of termination hereunder, the payment made to the Contractor for the cost of settling and paying claims arising out of the termination of the work under the Contractor's subcontracts and orders shall in no event include an amount for anticipatory profits or consequential damages.

Termination for Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time; or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws or ordinances, or otherwise be guilty of a substantial violation of any provision of this contract, then the Company may, by written notice to the Contractor and his sureties, terminate his right to proceed with the work or any part of the work, and in such event the Company may take over the work, or any part of the work, and prosecute the same to completion, by contract or otherwise. The Contractor and his sureties shall be liable to the Company for any excess cost occasioned to the Company thereby, and for liquidated damages for delay, as may be provided in paragraph (c) of Article 20 hereof, entitled **COMMENCEMENT AND PROSECUTION OF WORK**, or accompanying papers until such reasonable time as may be required for the final completion of work, or if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Contractor's right to proceed is so terminated, the Company may take possession of and utilize for the completing the work, such material, appliances and plant as may be on the site of the work.

(b) If the Company does not terminate the right of the Contractor to proceed, as provided in paragraph (a) hereof, the Contractor shall continue the work -- in which event he and his sureties shall be liable to the Company, in the amount set forth herein, for fixed, agreed and liquidated damages for each calendar day of the delay until the work is completed or accepted, or, if liquidated damages are not so fixed, any actual damages occasioned by such delay.

(c) The right of the Contractor to proceed shall not be terminated as provided in paragraph (a) hereof nor the Contractor charged with liquidated or actual damages as provided in paragraph (b) hereof because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of the Government in its contractual capacity, acts of another contractor in the performance of a contract with the Company, fires, floods, epidemics, quarantine restrictions, strikes freight embargoes, unusually severe weather or delays of subcontractors or suppliers due to such causes -- provided, however, that the Contractor shall within ten (10) days from the beginning of any such delay (unless the Company shall grant a further period of time before the date of final settlement of this contract) notify the Company in writing of the causes of the delay.

The Company shall ascertain the facts and the extend of the delay and extend the time for completing the work when in its judgment the finding of fact justify such an extension, and its finding of fact thereon shall be final and conclusive on the parties hereto, subject only to the rights provided in Article 5 - DISPUTES hereof.

(d) If, after notice of termination of this contract under the provisions of paragraph (a) of this clause, it is determined that the failure to perform this contract was due to causes beyond the control and without the fault or negligence of the Contractor as provided in paragraph (c) of this clause, such notice of termination shall be deemed to have been issued pursuant to the "Termination for Convenience" clause herein, and the rights and obligation of the parties hereto shall in such event be governed by such clause.

Article 12 - MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work are to be new and of the most suitable grade of their respective kinds for the purpose, and all workmanship shall be first class. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Company shall decide the question of equality. The Contractor shall furnish to the Company, for its approval, the name of the manufacturer of machinery and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the Company, the Contractor shall furnish the Company, for approval, full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval, when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 13 - INSPECTION

(a) Except as otherwise provided, all material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination and test by the Company at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and test that may be required by the Company. All inspection and tests by the Company shall be performed in such manner as not unnecessarily to delay the work. Special full size and performance tests shall be as described in the specifications. The Contractor shall be charged for any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the Company.

(c) Should it be considered necessary or advisable by the Company at any time before final acceptance of the entire work to make an examination of the work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material.

If such work is found to be defective or non-conforming in any material respect because of fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this contract, the actual direct cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor and he shall, in addition (if completion of the work has been delayed thereby), be granted a suitable extension of time on account of the additional work involved.

Article 14 - CORRECTION OF DEFECTS

(a) Correction of work before final payment - The Contractor shall promptly remove from the premises all work failing to conform to this contract or faulty in workmanship and material, whether incorporated or not, and the Contractor shall promptly replace and re-execute such work in accordance with this contract and without expense to the Company and shall bear the expense of making good all work of other contractors, if any, destroyed or damaged by such removal or replacement.

If the Contractor does not remove such work within a reasonable time, fixed by written notice, the Company may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Company may, upon ten (10) days written notice, sell such materials at auction or private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

(b) Correction of work after final payment - Neither final acceptance nor payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship or non-compliance with specifications and drawings and other contract requirements, and, unless otherwise specified, he shall remedy without expense to the Company any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance. The Company shall give a notice of observed defects with reasonable promptness.

If the Contractor fails to proceed at once with the remedying of such defects, the Company may, by contract or otherwise, remedy such defects and charge the cost thereof to the Contractor, the Contractor and sureties being liable for any damage to the same extent as provided in Article 11 - TERMINATION hereof.

Article 15 - USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits and/or directions of the Company and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The Contractor shall enforce the Company's instructions regarding signs, advertisements, fires and smoking.

The Contractor agrees that the Company has the right of access to any and all parts of the job site at all times.

Article 16 - CONDITIONS AT SITE OF WORK

(a) The Contractor agrees that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing on uncertainties of weather, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface material to be encountered and all other conditions which could in any way affect the work or the cost thereof.

(b) The Contractor agrees that the Company assumes no liability due to or arising out of changed, unknown or uncertain conditions of any kind whatsoever.

Article 17 - ASSIGNMENT

The Contractor shall not assign this contract or sublet it as a whole without the prior written consent of the Company, nor shall the Contractor assign any monies due or to become due him hereunder without prior written consent of the Company.

Article 18 - OWNER'S REPRESENTATIVE

The authorized Engineer designated by the Company shall pass upon the conformity of the work covered by this contract with the drawings and specifications. He shall decide all questions of interpretation of such drawings and specifications, including questions as to the compliance of the work therewith. All such work shall be performed in accordance with his decisions, which (unless arbitrary or capricious) shall be binding upon the Contractor.

Article 19 - CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise given by the Company or its authorized representative after the date hereof involve extra cost under this contract, he shall give the Company written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency which endangers life or property, and the procedure shall then be as provided for under Article 3 - CHANGES. No such claim shall be valid unless so made, and approved by the Company. Disputes as to whether extra cost is involved or as to the amount of extra cost shall be settled pursuant to Article 5 - DISPUTES.

Article 20 - COMMENCEMENT AND PROSECUTION OF WORK

(a) The Contractor agrees to begin work immediately after award of contract and to perform the same in a thorough, workmanlike and expeditious manner, all in accordance with the drawings and specifications referred to above.

(b) The Contractor agrees to complete work on or before the date specified. If the Contractor is delayed at any time in the progress of the work by the neglect or fault of Company or its Engineer, or by fires, strikes or other causes beyond the control of the Contractor and without negligence or fault on his part, then the time stated for completion shall be extended for a period equal to the time lost by reason of such delay or delays.

(c) If the Contractor fails to complete the work within the time specified or applicable extension thereof, it will be difficult or impossible for the Company to ascertain the actual damages for the delay, and in lieu thereof, the Contractor shall pay to the Company fixed liquidated damages in the amount of Two Hundred Dollars (\$200) for each calendar day of delay until the delayed work is completed and accepted.

Article 21 - PROTECTION OF THE WORK AND THE PUBLIC

(a) The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Company's property from injury or loss arising out of or in connection with this contract. He shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall adequately protect adjacent property and shall provide and maintain all passageways, guard fences, lights and other protective facilities required.

(b) The Contractor shall make good at his own expense any loss and/or damage to the work or to the person or property of others resulting from any wrongful act or neglect of the Contractor or of any Subcontractor or the agents or employees of either of them in the course of the performance of any work or other obligations under this contract, and shall indemnify the Company against all claims on account of such loss and/or damage.

(c) In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Company, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as provided under Article 5 - DISPUTES hereof, in the event the Contractor and the Company cannot agree on the amount of compensation.

ARTICLE 22 - WORK ON THE COMPANY'S OR THIRD PARTY'S PREMISES

If the Contractor or any of his agents or Subcontractors in the performance of this contract enters upon the premises occupied by the Company or, as agent of the Company, upon the premises of a third party, the Contractor shall take all precautions necessary to prevent injury to persons or property. The Contractor shall indemnify the Company against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of the Contractor.

The streets shall at all times be maintained by the Contractor in such condition that they may be safely used by the public. The Contractor shall promptly repair in a satisfactory manner all defective areas in curbs and streets resulting from his own operations or those of his Subcontractors employed on the work.

Article 23 - COMPLIANCE WITH REGULATIONS

Contractor and its employees, agents and duly authorized representatives agree to comply at all times with all rules, regulations, policies and practices set forth by the Company, including all security regulations.

Article 24 - INSURANCE AND BONDS

(a) "All Risk" Builders Risk Insurance

The Company shall provide and maintain "All Risk" Builders Risk completed value insurance on new buildings being constructed or major building additions to existing facilities. However, the Company may at its sole option require the Contractor to provide and maintain such insurance.

If Contractor provides such insurance, the type of policy, deductibles, cancellation provision and other terms shall be first approved by the Company.

If the Company provides such insurance, it shall cover the interests of the Company, the Contractor and its Subcontractors as their respective interests may appear. Such insurance will carry an appropriate deductible, a ninety-day cancellation clause, and the Contractor will be provided certificates of insurance on request. Such insurance shall not cover any contractor's or subcontractor's equipment, machinery, tools, or personal property of employees on the site of construction which is not scheduled to become a part of the building consistent with the building specifications.

Losses or expenses incurred by the Company or the Contractor which are not compensated by the above insurance, including the amount of the deductible, that arise out of the negligence or willful misconduct of the Contractor or its Subcontractors, their employees or agents, shall be the responsibility of the Contractor, notwithstanding such insurance policies.

Except for property that is insured under the "All Risk "Builders Risk completed value insurance, nothing herein is intended to nor shall anything herein relive the Contractor or any of its Subcontractors or their servants, agent or employees from liability and responsibility for damage, loss, destruction, theft or any other damage to all other property or injury to person(s) arising out of the negligence or willful misconduct or acts or omissions of the Contractor, its Subcontractors or their servants, agents or employees.

(b) Other Insurance

Contractor and each person or entity retained by, through, or under Contractor shall maintain during the term of this agreement, insurance coverage underwritten by insurance companies satisfactory to Company in the minimum amounts shown below:

- | | | |
|-----|--|---|
| (1) | Worker's Compensation | Statutory |
| (2) | Employer's Liability | \$1,000,000 each person/
each accident |
| (3) | Automobile Liability
(including Hired Automobile
and Non-ownership Liability) | Bodily injury and property
damage \$5,000,000 combined
single limit each occurrence |
| (4) | Comprehensive General
Liability (including
Operations, Owners and
Contractors Protective,
Contractual and Products -
Completed Operations)
Product Liability - Completed
Operations Insurance must be
continued for one year after
final acceptance of the work | Bodily injury and property
damage \$5,000,000 combined
single limit each occurrence |
| (5) | (If applicable):
Professional Errors and
Omissions (including
Environmental Impairment
Liability) | \$5,000,000 per occurrence |

Contractor will furnish Company with certificates as evidence that the required insurance is in effect before commencing the work. Contractor shall, upon request, furnish Company with complete copies of the policies. Contractor will prevent all persons or entities retained by, through, or under Contractor from entering upon Company's premises of continuing the performance of the work unless such person or entity is and continued to be insured in accordance with the terms of this Article 24 and the specifications, if any. Contractor shall provide insurance certificates for each person or entity retained by, through, or under Contractor, and, if requested by Company, copies of the policies.

The policies required pursuant to this Article shall contain a waiver of subrogation in favor of the Company and any of its affiliates, subsidiaries or related companies, shall contain a severability of interests clause, and shall provide sixty (60) days prior written notice to Company in the event of any material change, nonrenewal or cancellation. In the Automobile Liability and Comprehensive General Liability policies, Company shall be named as an additional insured, and such insurance shall be primary as to any other insurance and include a severability of interests clause.

Should Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain such insurance, Company may secure insurance which will protect its interest and that of Contractor and charge the cost of such insurance to Contractor.

(c) Bonds

Contractor shall, within five (5) days, furnish a Performance Bond and Labor-and-Materials Payment Bond in penal sum of not less than 100 percent of amount of Contract as awarded, as security for faithful performance of the Contract, and for payment of persons, firms or corporations to whom Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bonds shall be in the forms acceptable to the Owner and shall bear same date as, or a date subsequent to, date of Agreement. Such bonds shall provide protection against placement of liens against property of the Owner. Bonds shall be provided by companies reasonably satisfactory to Owner. On each such bond, rate of premium shall be stated, together with total amount of premium charged. Current power of attorney for the person who signs for an surety company shall be attached to such bond.

Article 25 - CONTRACT DOCUMENTS

The Contract Documents shall consist of the Invitation for Bids, the Bid Form, the Contract Agreement, the General Provisions for Construction Contracts, and the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution.

The Contract Documents shall be signed in duplicate by the Company and the Contractor. In case the Company and the Contractor fail to sign the Drawings or Specifications, the Company's Engineer shall identify them.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, tools, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Article 26 - TITLE AND RISK OF LOSS

Title to all property ordered by the Company under construction contracts or purchase orders passes to the Company upon payment for the same. However, all risk of loss, damage, destruction or theft of property of whatever nature or however caused shall be borne by the Contractor until final acceptance by the Company of the entire work to be performed by the Contractor except to the extent that insurance proceeds are available, if at all, pursuant to the provisions of Article 24(a).

Article 27 - CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Company may remove the rubbish and charge the cost to the Contractor as the Company shall determine to be just.

Article 28 - TAXES

The contract price includes all costs of local, state and Federal taxes that may be incurred under this contract.

Article 29 - COPIES FURNISHED

Unless otherwise provided in the Contract Documents, the Company will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

Article 30 - OWNERSHIP OF DRAWINGS AND MODELS

All drawings, specifications and copies thereof furnished by the Company are and shall remain the property of the Company. They shall not be used on other work, and (with the exception of the signed contract set) they shall be returned to the Company, upon request, when the work has been completed. All models are and shall remain the property of the Company.

Article 31 - MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Company on account of any damage alleged to have been so sustained, the Company shall notify the Contractor, who shall defend such proceedings at the Contractor's expense and, if any judgment against the Company arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Company.

Article 32 - SUBCONTRACTS

The Company will deal only through the Contractor, who shall be responsible for the proper execution of the whole work. The Contractor shall notify the Company, in writing, the names of proposed subcontractors, and the Company must register its written objections, based upon incompetence or unfitness, within three (3) days after receiving such notice from the Contractor. All subcontractors must agree to be bound by the terms of this contract, including these General Provisions for Construction Contracts and the Drawings and Specifications.

The Contractor agrees that he is as fully responsible to the Company for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Company.

Article 33 - WORDS "OR APPROVED EQUAL"

The words "or approved equal" are understood to follow the name of any maker or manufacturer of a product or material mentioned or shown on the drawings or specified herein to define the article required, and it is understood to mean any material or article which, in the opinion of the Company, is equal in quality, durability, strength or design to the articles named, and which will perform adequately the functions imposed by the general design.

Article 34 - CLIMATIC CONDITIONS

When so ordered by the Company, the Contractor shall suspend, at no additional expense to the Company, any work that may be subject to damage by climatic conditions, and shall not resume work under unfavorable climatic conditions until the method of procedure is approved by the Company. This provision shall not relieve the Contractor from responsibility and liability for the full cost of replacing any work damaged by climatic conditions due to the failure of the Company to order suspension or resumption as above provided.

Article 35 - PROTECTION OF STORED MATERIALS

All materials, equipment, tools and supplies delivered to the site and belonging to the Contractor, his Subcontractors or employees shall be adequately housed or otherwise protected against damage, deterioration and theft, as the Company will assume no responsibility for damage, deterioration or theft of stored materials, equipment, tools, supplies, etc.

Article 36 - GUARANTEE

All work performed under this contract shall be guaranteed free of defects in workmanship or material for a period of one (1) year after final acceptance. The Contractor shall and hereby does certify all of his own work to be free of defects, as stated above, and further guarantees the work of his Subcontractors and agents to be similarly free of defects. As to equipment or parts thereof which are replaced, the one (1) year guarantee period shall run from the date of final acceptance of the replacement equipment or parts thereof. Contractor agrees to extend to the Company any warranties on equipment, parts or other material received by him from the manufacturer of such equipment, parts or other material and shall furnish copies of such warranties to the Company upon completion of work performed under this contract.

Article 37 - WATCHMEN

The Contractor shall provide adequate watchman service to guard the job until the Company is ready to accept the work performed by the Contractor, if required and requested by the Company. Cost for this service shall be arranged for on a "per diem" basis -- such cost to be in addition to the contract price, as the same may have been amended.

Article 38 - PROGRESS PAYMENTS

If this contract includes an agreement by the Company to make progress payments, the following clause shall be applicable:

(a) At least ten (10) days before each progress payment falls due, the Contractor shall submit to the Buyer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Buyer may require.

(b) If payments are to be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Company to establish the Company's title to such materials or equipment or otherwise protect the Company's interests, including applicable insurance and transportation to the site.

(c) The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, shall pass to the Company upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to in this Article 38 as "liens"); and that no work materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

(d) The Company shall make payments on account of the contract as follows: Within thirty (30) days from the receipt by the Company of the Contractor's invoice, the Company shall pay to the Contractor ninety percent (90%) of the sum so certified as being completed in accordance with the contract up to the last day of the preceding month less the aggregate of the previous payments and any amount the Company deems it necessary to withhold. If any claim or lien for work, labor, or materials in respect to this contract shall be asserted or if there shall be any evidence of the same, which lien or claim if established would be an encumbrance upon the Company's property or might impose a liability on the Company, the Company shall have the right to retain out of any payments then or thereafter to become due an amount sufficient to wholly indemnify the Company against such lien or claim, including any reasonable expenses which the Company might incur in respect thereto.

(e) In making such payments, there shall be retained ten percent (10%) of the estimated amount until the filing of the notice of completion. Filing of notice of completion occurs after the project is 100% complete, including punch list items, unless otherwise agreed to.

Article 39 - OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Contractor certifies that all items furnished and all work performed hereunder will comply with the requirements of the Occupational Safety and Health Act of 1970 and the standards and regulations prescribed thereunder, and further agrees to indemnify and save harmless the Company for any loss, damage, fine, penalty or expense whatsoever that Company may suffer as a result of failure of such items of work to comply with such requirements, standards or regulations.

Article 40 - DRUG ABUSE

Raytheon Company is engaged in a program to control illegal drugs and drug abuse in the workplace, including a requirement for pre-employment testing of all applicants who receive job offers. Although the testing of Contractor's personnel who enter Company premises is not required, other forms of cooperation may be required of Contractor and its employees.

Article 41 - HAZARDOUS ACTIVITIES

(a) The Contractor shall notify the Owner's Representative at least twenty-four (24) hours before engaging in any hazardous activity. A hazardous activity is an act or omission that may cause injury to persons (including death), or that may damage or destroy personal property on the work site or in the vicinity of the work site, or that may damage the work site or real property of the Contractor or real property owned by a third person.

(b) Following are some examples of hazardous activities; use of devices capable of producing high heat, whether or not accompanied by an open flame; use of poisonous gases; use of combustible gases; use of poisonous materials; use of corrosive materials; use of radiation-emitting devices; use of explosives; use of demolition machinery or equipment; use of earthmoving equipment; use of vehicles whose loaded weight would exceed the bearing capacity of surfaces on which the vehicles may be operated.

(c) Neither notification by Contractor to Owner of any hazardous activities nor any approval, acquiescence or acceptance by Owner of such activities nor any action or inaction by Owner in response to notification of hazardous activities shall relieve Contractor of its responsibility for any injury or damage arising out of the conduct of hazardous activities.



Triumvirate Environmental, Inc.

Hazardous Waste Specialists P.O. Box 136, 63 Inner Belt Road, Somerville, MA 02143-0003 617 628-8098 800 966-9282 Fax 617 628-8099

Invoice

INVOICE



Triumvirate Environmental, Inc.
Hazardous Waste Specialists

RAYTHEON ELECTRONIC SYS.
Attn: Accounts Payable
528 Boston Post Road
Sudbury, MA 01776

Please Remit To: P.O. Box 3682
Boston, MA 02241-3682
(800) 966-9282

Invoice #: 001890
Date of Invoice: 5/10/96

Job #:	PO #:	Contact:	Terms	Regarding:
T5782	53-RSNC-BD-0001	Grace Hwang	N30	Wayland Tank Removal

Description:	Unit:	Extension:
1. Tank and Associated Piping Removal		2,295.00
2. Residual Product and/or Soil Disposal Recycling Cost		
a. Residual Product for Recycling 762 gallons @ \$96.25 per 55 gallons		1,333.50
b. Residual Product for Recycling Trans. 762 gallons @ \$40 per 55 gallons		554.18
c. Soil for Asphalt Batching 24.95 tons @ \$15.40 per ton		384.23
d. Transportation - Soil 24.95 tons @ \$10 per ton		249.50
Stockpile Sampling		900.00
3. Backfilling of Hole		300.00
4. Contamination Unit Cost		163.59
5. Screening of Tank for VOC's & Report 6-TPH by 6C (1 Day Turnaround)		1,620.00

Total \$ 7,800.00

**PLEASE NOTE: THERE IS A 1.5% FINANCE CHARGE
ON ALL OVERDUE INVOICES.**