

10.7.4  
(420 10.0.3)

AGREEMENT  
between

THE CANNONS ENGINEERING CORPORATION BRIDGEWATER  
SUPERFUND SITE RESPONDENTS

and

O.H. MATERIALS CORP.

THIS AGREEMENT is made this 28<sup>th</sup> day of January, 1988, by and among the Respondents (the "Respondents") named in an Administrative Order by Consent, U.S. EPA Docket No. 1-88-1020 (as from time to time amended, the "Consent Order" or the "Order") concerning the development and performance of certain Removal Activities at the Cannons Engineering Corporation Superfund Site in Bridgewater, Massachusetts (the "Site") and O.H. Materials Corp, having its principal place of business at Findlay, Ohio (the "Response Action Contractor" or the "Contractor"). Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Consent Order, a true and correct copy of which has been attached hereto as Exhibit A.

WHEREAS, pursuant to Section 19 of the Order, the Respondents have agreed with EPA that within seven (7) days of the effective date of the Order they shall engage a qualified and experienced Response Action Contractor to perform the Removal Activities set forth in Bridgewater Cannons Engineering Corporation Site Consent Order Work Plan (the "Scope of Work") appended to the Consent Order as Attachment A thereto; and

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WHEREAS, the Contractor represents that it is a qualified and experienced engineering and environmental consulting firm having the expertise and thorough knowledge of all aspects of the clean-up of hazardous waste sites necessary to perform the Removal Activities set forth in the Scope of Work; and

WHEREAS, the Contractor is willing to provide these services for the consideration and upon the terms hereinafter stated;

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1. BASIC SERVICES OF THE CONTRACTOR

1.1 The Contractor shall perform the Removal Activities set forth in the Scope of Work in a manner that is consistent with the provisions of the Consent Order. All work performed by the Contractor pursuant to this Agreement shall be under the general direction and supervision of a qualified professional, employed by the Contractor, with expertise in removal work at hazardous waste sites pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq. ("CERCLA")

1.2 All activities conducted by the Contractor, or under its supervision, pursuant to this Agreement shall be consistent with CERCLA, the National Contingency Plan (the "NCP"), 40 CFR Part 300 as promulgated on November 20, 1985, and the provisions

of the Consent Order. If any inconsistencies between any of the above laws, regulations, guidelines or orders exist, CERCLA, as amended, shall govern.

1.3 Subject to the Respondents' right to access to the Site, as provided in Section 21 of the Consent Order, and subject to Respondents' right to assert a privilege as to any records, documents or other writings prepared in connection with the Removal Activities or otherwise in connection with this Agreement, as provided in Section 11 of this Agreement, the Contractor shall allow EPA's Project Coordinator, as provided in paragraph 20 of the Consent Order, and other EPA employees, agents, consultants, contractors and authorized representatives, to enter and move about the Site at all reasonable times, including, but not limited to, any time that work is being carried on pursuant to the Consent Order, for the purpose of inspecting and observing progress in implementing the activities pursuant to this Agreement and the Consent Order and for the purpose of verifying the data submitted to EPA by the Contractor or the Respondents. The Contractor shall permit, and shall require that its Subcontractors permit, such persons to record all field activities, by means of photographic or other recording equipment, and to inspect and copy all records, documents and other writings, which in any way pertain to work undertaken pursuant to this Agreement or the Consent Order. The Contractor shall keep, and shall require that its Subcontractors keep, a log specifying the identity of each person conducting an inspection or copying records, documents or other writings together with the

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date and time of the inspection or copying and the scope of the inspection and a list of the records, documents or other writings copied.

1.4 The absence of the EPA Project Coordinator from the Site shall not be the cause for stoppage of work to be performed hereunder unless the EPA Project Coordinator or the Respondents' Project Coordinator specify work to be accomplished only when the EPA Project Coordinator and/or the Respondents' Project Coordinator is present.

1.5 The Contractor shall not be deemed to have completed the Removal Activities set forth in the Scope of Work (as the same may be modified from time to time by change orders issued in conformance with Section 8) unless and until EPA has certified to the Respondents that the Respondents' responsibilities under the Scope of Work and the Consent Order which Contractor is obligated to perform have been completely and successfully discharged and that the work performed pursuant to the Consent Order and the Scope of Work is consistent with the NCP.

1.6 With the written consent of Respondents, the Contractor may employ one or more subcontractors or other persons (collectively, "Subcontractors") to complete a portion of the work required to be performed hereunder, provided that (i) the Contractor shall notify Respondents at least twenty-one (21) days prior to the commencement of Site work of the identity of the Subcontractor, the scope of work to be performed by such Subcontractor, the qualifications of the Subcontractor to perform such work and the identity of the Subcontractor's key personnel,

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(ii) the Contractor shall provide evidence in form and substance acceptable to Respondents to the effect that such Subcontractor has agreed to be bound by all provisions of this Agreement, and (iii) the Contractor shall remain responsible and accountable for all work performed or to be performed by a Subcontractor to the same extent as if such Contractor had performed or agreed to perform such work itself.

1.7 The Contractor understands and agrees that EPA shall have the right to disapprove, based on professional qualification, any person engaged by Respondents to conduct Removal Activities under the Consent Order, including, but not limited to, the Contractor and any Subcontractor. If EPA disapproves the Contractor, this Agreement shall immediately terminate in accordance with the provisions of Section 10 hereof. If EPA disapproves a Subcontractor, the Contractor shall immediately terminate any agreement with such Subcontractor for the performance of Removal Activities hereunder and the Contractor shall bear the costs associated with such termination.

1.8 The Contractor shall conduct itself, and shall take sufficient actions as to ensure that any Subcontractors conduct themselves, in such a manner that all actions required to be performed by the Contractor hereunder shall be undertaken in accordance with the requirements of all applicable state, local, and federal laws and regulations, including laws relating to occupational safety and health and other federal environmental laws and in accordance with standards of due care. In the event

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that there is a conflict in the application of federal or state laws or regulations, the more stringent of the conflicting provisions shall apply.

1.9 Upon obtaining information concerning the occurrence of any event that causes or threatens a release of hazardous substances from the Site or that threatens public health, welfare or the environment, the Contractor shall notify the Respondents' Project Coordinator or his/her designee within eighteen (18) hours setting forth the events that occurred and the measures taken and to be taken, if appropriate, to mitigate any harm caused or threatened by the event and to prevent the reoccurrence of such an event. If the Respondents' Project Coordinator or his/her designee shall be unavailable to receive such notice within such eighteen (18) hour period, the Contractor shall, within twenty-four (24) hours following the obtaining of information concerning the occurrence of such event, notify the EPA Project Coordinator or, in the event of his or her unavailability, shall notify within the same twenty-four (24) period, the Emergency Unit, Region I, United States Environmental Protection Agency. The Contractor shall have no obligation to undertake measures to mitigate any such event not related to its performance of the Removal Activities, unless the Respondents or their Project Coordinator otherwise agrees with the Contractor in writing that the Contractor will perform such services. Regardless of whether or not such report is made to the Respondents or to EPA, if the Respondents or EPA determines that activities undertaken in connection with this Agreement or the

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Consent Order have caused or may cause a threat to the public health or welfare or to the environment, EPA or the Respondents may (i) order the Contractor to stop further implementation of this Agreement or the Consent Order for such period of time as may be needed to abate any such release or threat; and/or (ii) undertake any actions which the Respondents or EPA determines are necessary to abate such threat.

1.10 Contractor agrees that all wastes to be transported off-site in connection with the Scope of Work and the Consent Order will be transported in accordance with all applicable laws and regulations and that all containers and vehicles involved in said off-site transportation will be labelled and placarded in accordance with all federal, state, and local laws and regulations. Fourteen (14) days prior to each off-site transportation of wastes, Contractor will notify Respondents of the identity of the proposed transporter and submit to Respondents copies of said transporter's applicable federal licenses and/or permits and licenses and or permits from each state through which the waste will be transported. Contractor understands and agrees that Respondents shall have the right to disapprove, on the basis of qualifications, of any transporter proposed by Contractor for removal of wastes from the Site.

1.11 In preparing a Work Plan in accordance with paragraph 2a. of the Scope of Work, Contractor understands that it must identify the facility to which each waste removed from the Site will be transported, the compliance status of said

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facility, the method of disposal of said waste at that facility, the method of transport for said waste, and the packaging to be utilized. Contractor further understands and agrees that EPA and Respondents have the right to disapprove of any facility proposed by the Contractor in the Work Plan for the disposal of waste removed from the Site. Contractor agrees that waste removed from the Site will not be transported to facilities other than those facilities expressly identified in the Work Plan unless approved by EPA and Respondents.

1.12 Contractor understands and agrees that all hazardous waste removed from the Site will be pursuant to an appropriate Hazardous Waste Manifest. If the waste is attributable to Anchor Tank Lining, Inc., then Contractor will obtain the signature of EPA's On-Scene Coordinator on the Hazardous Waste Manifest so as to indicate that the EPA is the generator of the waste being removed from the Site.

SECTION 2. REPORTING REQUIREMENTS; DOCUMENT RETENTION

2.1 All deliverables identified in the Scope of Work for submittal to EPA, with the exception of progress reports, shall be delivered to Respondents within a reasonable time prior to the date upon which such deliverables are to be delivered to EPA in accordance with the Work Schedule set forth in the Scope of Work; provided, however, that the Final Report shall be submitted to Respondents fourteen (14) days prior to the deadline for submission of said Report to EPA. Prior to the Respondents' receipt of the final EPA approval, any reports submitted to EPA or to the Respondents for approval shall be marked "draft" on

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each page and shall include, in a prominent location in the document, the following disclaimer: "This document is a DRAFT which has not received final EPA approval." If EPA determines that revisions to any Report are necessary, the Respondents shall notify the Contractor of EPA's requested revisions. The Contractor shall thereafter submit a draft of the revised Report to Respondents in accordance with the schedule for revision set by EPA in consultation with the Respondents as being reasonable, in their judgment, considering the nature and extent of the proposed revisions and the time period which was initially available for the Contractor to produce an acceptable Report. If the Contractor fails to submit a Report within schedule specified in Scope of Work or a revised Report within the schedule specified for production of revised Reports, Respondents may invoke the provisions of Section 6 hereto with respect to stipulated penalties and other remedies for delay.

2.2 The Contractor shall make available to the Respondents for submission to EPA the results of all sampling and/or tests and all other data generated by the Contractor, or by any Subcontractor in the course of implementing the Removal Activities described in the Scope of Work. As required by the Scope of Work, or as otherwise requested by the Respondents, such results of all sampling and/or tests and all other data shall be included in the any Progress Reports required under the Scope of Work or in other Reports described in the Scope of Work or in the Consent Order.

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2.3 The Contractor shall make available to Respondents for submission to EPA all records, including but not limited to Hazardous Waste Manifests, which document the off-site transportation and disposal of wastes from the Site, including without limitation the date of departure and arrival of each waste to or from each facility, a list of all wastes involved, and the signature of the company representative who accepted the wastes involved. With respect to wastes that are incinerated off-site, the Contractor shall make available to Respondents for submission to EPA a certification by a company official of the facility destroying the waste that the waste was destroyed and by what method.

2.4 The Contractor understands that Respondents are required under the terms of the Consent Order to create and maintain a record retention program. The Contractor shall assist the Respondents in the creation and maintenance of such program by preserving (and by requiring all Subcontractors to preserve), during the pendency of this Agreement and the Consent Order and for a period of not less than six (6) years after completing the work required by this Agreement and the Consent Order, all records and documents in the Contractor's or Subcontractor's possession which relate in any way to the performance of the Scope of Work, notwithstanding any document retention policy to the contrary. The Contractor agrees to preserve (and to require all Subcontractors to preserve) all such records or documents until the Respondents grant permission in writing for destruction of any such records or documents.

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2.5 Following EPA certification that Respondents have discharged their responsibilities pursuant to the Scope of Work, the Contractor shall provide the Respondents with such information as Respondents deem necessary in order to present EPA with a certification of Consent Order Costs in accordance with paragraph 41.A. of the Consent Order. Such information shall enable Respondents to segregate Contractor's costs into two categories: costs associated with Anchor Tank Materials and other costs.

SECTION 3. SUPPLEMENTAL SERVICES

3.1 In the event of litigation arising out of the Site naming the Respondents, the Contractor shall provide such expert services as may be mutually agreed upon by and between Respondents and Contractor. In such event, the Respondents also may engage such other experts as they may choose.

SECTION 4. SERVICES BY THE RESPONDENTS

4.1 It is agreed that certain services shall be performed or furnished by the Respondents. These services include:

4.1.1 Assisting and cooperating with the Contractor in completing the work in a timely and effective manner;

4.1.2 Designating a representative who shall have authority to transmit instructions, receive information and enunciate the Respondent's policies and decisions ("Respondent's Project Coordinator");

4.1.3 Arranging for and holding promptly any required meetings, including the provision of meeting facilities and the serving of all required public and private notices;

4.1.4 Providing access to and obtaining permission for the Contractor to enter upon public and/or private lands as required for the Contractor to perform surveys, observations or other necessary functions;

4.1.5 Making available to the Contractor all of its existing information which Respondents deem to be pertinent to the work herein described;

4.1.6 Responding within a reasonable time (as agreed upon by Contractor and Respondents) to the Contractor's requests for review of drafts prepared by Contractor and for written decisions or determinations, pertaining to the work, so as not to delay the services of the Contractor;

SECTION 5. REPRESENTATIONS OF CONTRACTOR

5.1 The Contractor does hereby represent and warrant to the Respondents that:

5.1.1 The Contractor is a qualified and experienced Response Action Contractor with such expertise in hazardous waste site clean-ups, and specifically CERCLA removal activities, as is necessary and sufficient to perform the Removal Activities set forth in the Scope of Work.

5.1.2 The Contractor has delivered to the Respondents a true and correct statement of the qualifications of the Contractor to perform the work under this Agreement, together with all relevant and applicable permits and/or licenses, and has included therewith identification of project personnel to be used in performance of such work. The Contractor understands that Respondents are required to provide such statement of

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qualifications of the Contractor and identification of project personnel to EPA as a condition of compliance with the Consent Order.

SECTION 6. TIME SCHEDULE

6.1 The Contractor shall commence the performance of the services described in Section 1 of this Agreement upon execution of this Agreement by all parties.

6.2 The Contractor recognizes and understands that the Respondents are required under the Consent Order to perform the Removal Activities strictly in accordance with the schedule set forth in the Scope of Work and, therefore, that time is of the essence in the performance of this Agreement. The Contractor further recognizes and understands that pursuant to Section 31 of the Consent Order, the Respondents have agreed to pay stipulated penalties for failure to comply within the time deadline established pursuant to the Consent Order (the "stipulated penalties"). The Contractor hereby agrees that it shall indemnify and hold harmless the Respondents for any stipulated penalties incurred by the Respondents, for all costs assessed against the Respondents by EPA in connection with the enforcement of the Consent Order and for all costs incurred by the Respondents, including reasonable attorneys fees, in connection with the enforcement of this Agreement against the Contractor to the extent that such stipulated penalties or such other costs are incurred by or assessed against the Respondents as a result of or in connection with the failure of the Contractor to comply with the terms and provisions of this Agreement or the Scope of Work,

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including, but not limited to, the failure of the Contractor or its Subcontractors to comply with any time deadline established pursuant to the Consent Order, the Scope of Work, or this Agreement, unless Contractor's performance has been excused pursuant to paragraph 32 of the Consent Order. All such payments shall be due and payable within ten (10) days of the Contractor's receipt of written demand therefore. The stipulated penalties referred to in this Section do not preclude the Respondents from electing to pursue any other remedies or sanctions which may be available to them by reason of the Contractor's violation of this Agreement.

6.3 The Contractor shall notify Respondents' Project Coordinator or his/her designee within eighteen (18) hours of obtaining actual knowledge of circumstances which the Contractor asserts should trigger the excuse provisions of paragraph 32 of the Consent Order, and shall identify with specificity why the cause or causes of such delay and the estimated duration of such delay. If the Respondents shall be unavailable to receive such notice within such eighteen (18) hour period, the Contractor shall, within twenty-four (24) hours following the occurrence of circumstances that may trigger the excuse provisions, notify the EPA Project Coordinator of such circumstances. Contractor understands that failure to notify the Respondents or EPA may result in a waiver of Respondents' right to assert that delay should be excused in accordance with the terms of paragraph 32 of the Consent Order and could result in the assessment of stipulated penalties against Respondents which Contractor will be

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liable pursuant to Section 6.2 hereof. The Contractor further agrees to use its best efforts to minimize any delay which may result, and Respondents will cooperate with such efforts to the full extent possible. The Contractor acknowledges that it will have the burden of justifying excuses for delay in performance of this Section.

6.4 Unless otherwise stated in this Agreement, execution of this Agreement by both parties shall constitute authorization to the Contractor to proceed with the Basic Services.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

7.1 For services described under Section 1, Basic Services, and Section 2, Reporting Requirements; Document Retention, payment shall be as set forth in Exhibit B attached hereto.

7.2 Contractor agrees to notify the Respondents when costs incurred reach 50 percent and then 75 percent of those set forth in Exhibit B, and Contractor further agrees not to incur costs in excess of those authorized without first obtaining written authorization from Respondents.

7.3 Contractor agrees that its sole recourse for payment under this Agreement shall be against funds in the technical accounts which are established by the Respondents. Respondents agree that they will maintain sufficient funds in the technical accounts to meet the obligations set forth in Exhibit B.

7.4 Contractor shall submit invoices on a biweekly basis to Respondents directed to the attention of:

Mark Lewis (or his designee)  
Hoffmann-La Roche Inc.  
340 Kingsland Avenue

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Nutley, New Jersey 07110  
Telephone: (201) 235-3278

7.5 All invoices are due and payable within thirty (30) days of receipt. Balances outstanding more than 30 days after receipt shall be subject to a finance charge of 1.5% per month.

SECTION 8. CHANGE ORDERS

8.1 The approved Scope of Work may be modified by written agreement of EPA and Respondents and, upon notice of such modification, the Contractor will undertake to conduct the Removal Activities in accordance with the Scope of Work, as modified. In addition, the Respondents may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. Any such modifications or changes shall be referred to as "change orders" for purposes of this Agreement.

8.2 If the change orders described in Section 8.1 cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made prior to performance of such services and this Agreement shall be modified in writing accordingly.

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SECTION 9. SUSPENSION OF WORK

9.1 The EPA Project Coordinator or the Respondents may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he or they may determine to be appropriate; and the EPA Project Coordinator or the Respondents may specify work to be accomplished only when the EPA Project Coordinator is present.

9.2 If the performance of all or any part of the work is suspended, delayed, or interrupted by an act of the EPA Project Coordinator or the Respondents, or by their failure to act, an adjustment shall be made for any increase in the cost of performance of this Agreement (including profit) caused by such suspension, delay, or interruption and the Agreement shall be modified in writing accordingly.

SECTION 10. TERMINATION OF AGREEMENT

10.1 It is expressly understood and agreed that the Respondents may terminate this Agreement at any time by giving the Contractor ten (10) days' written notice of such termination. Such notice shall be made either personally at one of the offices of the Contractor or sent by certified mail, return receipt requested, to the principal office of the Contractor. The Contractor may terminate this Agreement upon fifteen (15) days' written notice if the Respondents do not pay the Contractor's invoices rendered for a period of sixty (60) days after the invoice date.

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10.2 In the event that this Agreement is terminated by either the Respondents or the Contractor, the Contractor shall be compensated for all services performed to the date of termination including reimbursable expenses then due. Such compensation shall be based on the arrangement set forth in Exhibit B. For those portions of services rendered to which this arrangement cannot be applied, payment shall be based upon reasonable rates for the actual time spent on the work.

SECTION 11. CONFIDENTIALITY; PRIVILEGE

11.1 The Contractor agrees to maintain in confidence and not disclose, except as required in this Agreement or as lawfully required or as directed by the Respondents, all records, documents and other writings prepared in connection with the Removal Activities or otherwise in connection with this Agreement.

11.2 Notwithstanding anything to the contrary in this Agreement (including, but not limited to Sections 2 and 11.1 hereof) or in the Scope of Work, the Contractor understands that Respondents may assert that all records, documents and other writings prepared in connection with the Removal Activities or otherwise in connection with this Agreement, or any portion of such records, documents or other writings, are privileged and therefore are not subject to production to EPA or any other person or entity other than Respondents. The Contractor agrees that it shall not produce or agree to produce any such records, documents or other writings upon the request of EPA or any other

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person or entity without the express written consent of the Respondents or unless ordered to do so by a court of competent jurisdiction.

SECTION 12. INSURANCE

The Contractor shall secure and maintain such insurance as will protect the Contractor from claims under the Workers or Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement to the extent such insurance is reasonably available. In no event shall the coverage available under Contractor's comprehensive general liability policy be less than \$1,000,000 per occurrence. Contractor additionally agrees to maintain environmental impairment liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor further agrees to obtain and provide the Respondents with an owners and contractors protective policy naming the Respondents as the insureds with coverage limits not less than those available under Contractor's comprehensive general liability policy. Respondents agree to reimburse Contractor for the cost of said owners and contractors protective policy up to the amount of five hundred (500) dollars.

SECTION 13. NOTICES

Communications between Respondents and the Contractor, in all documents, including reports, approvals, disapprovals, written notices and correspondence concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through the Project Coordinators listed below.

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Documents, including reports, disapprovals, written notices and other correspondence to be submitted pursuant to this Agreement shall be sent by certified mail, return receipt requested or by courier to the Project Coordinators at the following addresses or at such other addresses as Respondents or Contractor may hereafter designate in writing.

(a) Documents - (three copies) to be submitted to Respondents should be sent to:

Mark Lewis (or his designee)  
Hoffmann-La Roche Inc.  
340 Kingsland Avenue  
Nutley, New Jersey 07110  
Telephone: (201) 235-3278

(b) Documents - (three copies) to be sent to the Contractor should be sent to:

Barry Deacon  
O.H. Materials Corp.  
Windsor Industrial Park  
Building No. 16  
Route 130  
Windsor, New Jersey 08561

SECTION 14. LIABILITY AND INDEMNIFICATION

14.1 As provided in Section 36 of the Consent Order, the Contractor shall not be liable under CERCLA or under any other Federal law to the United States Government for costs or damages which result from a release or threatened release of hazardous substances or pollutants or contaminants, provided that such release or threatened release was not caused by conduct of the Contractor which was negligent, grossly negligent, or which constitutes intentional misconduct. Respondents will cooperate fully with the Contractor in the event any such claim of

liability to the United States Government is asserted against the Contractor. The Contractor shall have the burden of demonstrating that such conduct was not negligent, grossly negligent, or did not constitute intentional misconduct. Nothing in this Section shall affect the liability of any person under any warranty, under Federal, State or common law.

14.2 The Contractor agrees to indemnify, save and hold harmless the Respondents, and their officers, employees and representatives from any and all liabilities, claims, losses, damages, costs or expenses (including reasonable attorneys fees) arising from or on account of any breach by the Contractor of the terms or conditions of the Agreement or any negligence, gross negligence or intentional misconduct of the Contractor or its officers, employees, agents, receivers, trustees, assigns or Subcontractors in connection with or in the carrying out of the activities pursuant to this Agreement.

SECTION 15. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties, respectively.

SECTION 16. INTEGRATION, ETC. This Agreement (including all Exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties in connection with said subject matter. All Exhibits mentioned in this Agreement shall be attached to this Agreement, and shall form an integral part

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hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SECTION 16. GOVERNING LAW

This Agreement shall be governed in accordance with the substantive laws of the Commonwealth of Massachusetts without regard to its conflict of interest laws.

IN WITNESS WHEREOF, the undersigned do set their hands as of the date first above written.

O.H. MATERIALS CORP.

By: \_\_\_\_\_

RESPONDENTS

By: Larry M. Cary, Jr.  
Authorized Representative

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hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SECTION 16. GOVERNING LAW

This Agreement shall be governed in accordance with the substantive laws of the Commonwealth of Massachusetts without regard to its conflict of interest laws.

IN WITNESS WHEREOF, the undersigned do set their hands as of the date first above written.

O.H. MATERIALS CORP.

By: *Mark H. Shipp* 785

Mark H. Shipp  
Vice President, Remediation Services  
RESPONDENTS

By: \_\_\_\_\_

Authorized Representative

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ATTACHMENT A

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I

IN THE MATTER OF:

Cannons Engineering Corporation  
Superfund Site  
First Street  
Bridgewater, Massachusetts

U.S. EPA Docket No.  
I-88-1020

PROCEEDINGS UNDER SECTION 106(a) OF  
THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,  
COMPENSATION AND LIABILITY ACT OF 1980,  
42 U.S.C. SEC. 9606(a)

ADMINISTRATIVE ORDER  
BY CONSENT

I. JURISDICTION

1. This Administrative Order by Consent (Consent Order) is entered into voluntarily by and between the United States Environmental Protection Agency (EPA) and Acushnet Company, American Cyanamid Company, American National Can Corporation, AT&T Technologies, Inc. (Western Electric), Bostik Division of Emhart Industries Inc., Chamerlain Manufacturing Corporation, Ciba-Geigy Corporation, Earthline Company (SCA Group), Fairchild Semiconductor Corporation, Franklin Pumping Service, Inc., General Dynamics Corporation, General Electric Company, Hoechst Celanese Corporation, Hoffmann-La Roche Inc., ICI Americas Inc. (Beatrice Group), Interex Corporation, Millipore Corporation, Monsanto Company, Pfizer Inc., Polaroid Corporation, Recycling Industries, Inc., and Tech Etch, Inc. (hereinafter the "Respondents"). The Consent Order concerns the

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performance of a certain removal action at a Superfund Site formerly operated by the Cannons Engineering Corporation (CEC) in Bridgewater, Massachusetts (the Site).

This Consent Order is issued pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9606(A) as amended, and delegated to the Regional Administrator, EPA Region I by EPA delegation No. 14-14 A, signed on April 16, 1984. Without admitting liability or the accuracy of any factual allegations or determinations set forth herein, Respondents agree to undertake all actions required by the terms of this Consent Order. Moreover, Respondents agree and submit to the jurisdiction asserted in this Consent Order for the purpose of any subsequent proceedings for the implementation or enforcement of this Consent Order and further agree not to contest this jurisdiction in such proceedings.

## II. PARTIES BOUND

2. This Consent Order shall apply to and be binding upon the following parties:

- a. The United States Environmental Protection Agency and
- b. Each Respondent, its agents, employees, representatives, contractors, consultants, successors, and assigns.

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3. Any change or changes in the ownership or corporate status of a Respondent shall in no way alter that Respondent's responsibilities under this Consent Order. Each Respondent shall provide a copy of this Consent Order to any subsequent owners or successors.

4. Respondents shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants retained to conduct any portion of the work performed pursuant to this Consent Order within seven (7) days of the effective date of this Consent Order or the date of such retention. Any reference herein to the Consent Order shall mean the Consent Order and the Work Plan annexed hereto as Attachment A, as either may be amended from time to time hereafter.

### III. STATEMENT OF PURPOSE

5. In entering into this Consent Order, the mutual objectives of EPA and Respondents are the removal of the hazardous substances, pollutants, or contaminants from the Bridgewater, Massachusetts site and the prevention or mitigation of the migration off-site, or the release of hazardous substances, pollutants, or contaminants from the site in accordance with Attachment A. The activities conducted pursuant to this Consent Order are subject to approval by EPA and shall be performed consistent with the National Oil and Hazardous Materials Contingency Plan (NCP), 40 C.F.R. Part 300, 50 Fed. Reg. 47912 (November 20, 1985), effective February 18, 1986.

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#### IV. STATEMENT OF FACTS

6. The Cannons Engineering Corporation Bridgewater Site consists of approximately 4 acres of land located in the Bridgewater Industrial Park in the western part of the Town of Bridgewater, Plymouth County, Massachusetts. The site is bordered to the north and south by lots owned by the Bridgewater Industrial Park Inc., to the west by Route 24, and to the east by First Street.

7. The site consists of the following facilities: the Tank Farm Building containing 11 tanks with total storage capacity of approximately 165,000 gallons, the Ready Building (used to store the waste before processing in the incinerator) containing four tanks with a total storage capacity of approximately 50,000 gallons, the Incinerator Building and adjacent fuel tank, the Equipment Building containing the CEC laboratory and other facilities, two box trailers containing Anchor Tank Lining Inc. materials, three tankers, two of which contain waste liquids, an office trailer, five grouped 30,000 gallon outdoor above ground tanks, underground storage tanks and a septic system, an underground storm drain system and an underground drainage sump, and other above ground debris.

8. CEC purchased the property in 1974. During the period from 1974 to 1980, CEC constructed and operated the facility to handle, store, and incinerate chemical wastes. In 1978 and 1979, CEC applied for and received a license from the Massachusetts Department of Environmental Quality Engineering (DEQE) to operate a Hazardous Waste Collection and Disposal Facility. In June, 1980, CEC's 1979 hazardous waste license was revoked by the Massachusetts Executive Office of Environmental Affairs for hazardous waste reporting violations.

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Following revocation of CEC's license, the court appointed a Special Receiver to oversee the operations at the facility. Because of financial and legal difficulties, CEC was unable to continue incinerating the remaining chemical wastes stored on site. On November 28, 1980, CEC stopped all operations at the site.

9. An EPA investigation at the site in July, 1987, found Picric Acid and Sodium Azide present on the site. Both are shock sensitive materials and presented an explosion hazard.

10. Laboratory reagents stored in bottles on shelves inside the laboratory inside the Equipment Building include toxic substances (carbon tetrachloride), acids (nitric acid), oxidizers (sodium perchlorate), cyanide compounds (sodium cyanide) and flammables (toluene). Waste samples were also stored inside the laboratory.

11. Anchor Tank Lining Inc. brought and left on site two box trailers containing hundreds of five gallon containers of abandoned paints, paint removers and other tank lining material. These abandoned materials (the "Anchor Tank materials") were stacked in the trailers in a precarious manner. Some containers had fallen to the floor spilling their contents, while others showed signs of deterioration and leakage.

12. Also on site are several underground tanks containing waste materials and above ground tankers also containing waste materials.

13. Based on the results of his investigations, on July 16, 1987, EPA's On-Scene Coordinator recommended authorization of a removal action and on this date, the Regional Administrator approved \$747,457.00 dollars to perform the removal action. On July 29, 1987, site security was established by the presence of a 24 hour guard at

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the site. During August, a response manager and chemist under contract with EPA arrived on site. The shock sensitive materials were desensitized and removed from the site. The EPA contractors assembled a decontamination area, cleared the equipment building of miscellaneous debris, compacted together small containers into two 55 gallon drums and collected various containers and lab samples. The containers in the Anchor tank trailer were removed to the Equipment building, opened and screened for compatibility.

#### V. ENDANGERMENT

14. A hazard exists at the site due to the presence of chemicals abandoned in the laboratory. A threat of reaction and release is presented by storage in the laboratory of non-compatible compounds such as acids, oxidizers, cyanide compounds and flammables in close proximity. The storage in structurally deteriorating containers of Anchor Tank Lining's waste materials also creates a threat of fire and release. An additional threat of release arises from the abandonment on site of other liquid wastes and waste materials.

#### VI. DETERMINATIONS

15. On the basis of the findings of fact and reports cited therein, EPA has determined that:

- a. Each Respondent is a "person" within the meaning of Section 101(21) of CERCLA 42 U.S.C. 9601(21).

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b. Each Respondent is a potentially responsible party with respect to some response costs incurred in connection with the site within the meaning of Section 107(a) of CERCLA, as amended, 42 U.S.C. §9607.

c. Many of the chemicals found on the site are "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. 9601(14).

d. The past, present, or potential future migration of hazardous substances at or from the Site constitutes an actual or substantial threat of a "release" into the "environment" as those terms are defined in Sections 101(8) and 101(22) of CERCLA, as amended.

e. The actual releases or threatened releases of a hazardous substance from the site may be an imminent and substantial endangerment to the public health or welfare or the environment within the meaning of 106(a) of CERCLA, 42 U.S.C. § 9606(a).

f. It is necessary, in order to protect the public health or welfare or the environment, that actions be taken to abate such dangers and threats that may be caused by actual or threatened release of hazardous substances from the Site. For the purpose of this Consent Order only, such actions consist of the removal activities described in the Work Plan set forth in Attachment A hereto.

g. Respondents by undertaking the work activities pursuant to this Consent Order and Attachment A will not have "owned or possessed" the Anchor Tank materials within the meaning of Section 107(a)(3) of CERCLA, as amended; accordingly, Respondents are not

"responsible parties" within the meaning of Section 107 of CERCLA with respect to the Anchor Tank materials and any response costs which have been or may hereafter be incurred in connection with said materials at any disposal or treatment facility to which Respondents deliver said materials pursuant to this Consent Order.

VII. ORDER

16. EPA hereby orders and agrees, and Respondents, without admission of any issue of fact or law and in accordance with Respondents' Reservation of Rights as provided in paragraph 43, hereby agree, that Respondents shall perform the activities set forth in Attachment A. These activities shall be conducted pursuant to this Consent Order and shall, be consistent with CERCLA, as amended by SARA, and the NCP. If any inconsistencies between any of the above laws or regulations, CERCLA, as amended shall govern. Respondents agree that they will conduct all actions described in this Consent Order properly, and according to its terms and the schedules set forth herein.

17. EPA Oversight. It is hereby further ordered, and Respondents further agree that the Respondents shall reimburse the Hazardous Substances Superfund for any cost consistent with CERCLA and the NCP incurred by EPA, including analytic cost, under, or in connection with, a contract or arrangement between EPA and a qualified person to assist EPA in overseeing and reviewing the work activities set forth in Attachment A to be performed by Respondents; provided, however, that Respondents shall not be obligated pursuant to this consent order to reimburse EPA for such oversight costs in

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excess of \$ \_\_\_ [to be 15% of bid price for the removal work excluding activities in connection with the Anchor Tank materials] or fifteen percent (15%) of Respondents' costs incurred in the performance of the removal activities unrelated to the Anchor Tank Materials, whichever is greater. EPA agrees to notify Respondents of its intention to enlarge or materially change the scope and/or costs of EPA's planned oversight activities and to provide Respondents with an opportunity to discuss with EPA any such changes. At the conclusion of the activities to be conducted under this Order, EPA will submit to Respondents an accounting of all oversight costs incurred by the U.S. government with respect to this Consent Order. Subject to the dispute resolution provision, as provided in paragraph 30 herein, Respondents shall, within 30 calendar days of receipt of that accounting, remit a certified check for the amount of those costs made payable to the Hazardous substance Superfund. Checks shall specifically reference the identity of the Site and be addressed to:

U.S. Environmental Protection Agency  
Hazardous Substances Superfund  
P.O. Box 371003 M  
Pittsburgh, PA 15251

A copy of the transmittal letter shall be provided to the EPA Project Coordinator.

18. Observation of Respondents' Field Activities. Subject to Respondents' right to access to the Site, as provided in paragraph 21 herein, Respondents shall allow EPA's Project Coordinator, and other EPA employees, agents, consultants, contractors and authorized representatives to enter and move about the Site at all reasonable times, including, but not limited to, any time that work is being

carried out pursuant to this Consent Order, for the purpose of inspecting and observing progress in implementing the activities pursuant to this Consent Order and for the purpose of verifying the data submitted to EPA. Respondents shall permit such persons to record all field activities by means of photographic or other recording equipment and to inspect and copy all records, documents and other writings which in any way pertain to work undertaken pursuant to this Consent Order.

19. Engagement of a Response Action Contractor. Within seven (7) days of the effective date of this Consent Order, Respondents shall engage a qualified and experienced Response Action Contractor ("Contractor") to perform the removal activities set forth in the Scope of Work (Attachment A). All work performed by said Contractor pursuant to this Consent Order shall be under the general direction and supervision of a qualified professional with expertise in hazardous waste site investigation and clean-up. The contractual agreement between Respondents and the Contractor shall require the Contractor, as a condition of successful performance of the contract, to perform the Work Activities consistent with the provisions of this Consent Order. Written notice of the engagement of the Contractor shall be provided to EPA within five (5) days of such engagement, and a copy of the Respondents' contract with the Contractor, including a statement of qualifications and identification of project personnel, shall be provided to EPA at that time. Respondents shall notify EPA regarding the identity and qualifications of any additional subcontractors and their key personnel at least fourteen (14) days prior to the Subcontractors' commencement of Site work. EPA shall

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have the right to disapprove, based upon professional qualification, any Contractor or person engaged by Respondents to conduct Activities under this Consent Order.

20. Designation of Project Coordinator. Seven (7) days after the effective date of this Consent Order, EPA and Respondents shall each designate their own respective Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. Any permanent change in the designated Project Coordinator of either EPA or Respondents shall be accomplished by sending written notice to either party. The absence of the EPA Project Coordinator from the Site shall not be the cause for the stoppage of work unless the EPA Project Coordinator specifies work to be accomplished only when he or she is present.

21. Site Access. To the extent that this Consent Order requires access to property other than that already owned by the Respondents, the Respondents shall use their best efforts to obtain site access agreements from the owners of the Site and any other property which is necessary to successfully perform the activities described in this Consent Order within ten (10) days after the execution of this Consent Order by all parties. Such agreements shall provide to EPA, its designated coordinator, and its agents, employees, authorized representatives, and contractors, reasonable access to the Site for the purpose of overseeing Respondents' implementation of this Consent Order. In the event that Respondents conclude they are unable to obtain a necessary site access agreement within the referenced time, Respondents shall immediately notify EPA in writing and shall include in such notification a description of

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the efforts made by Respondents to obtain the necessary access and the reasons for their inability to obtain such access. A delay in performance of the Removal Activities which results from the inability to secure such site access shall constitute an excusable delay for the purposes of paragraph 32 if the cause of such inability is not within the control of Respondents.

22. Creation of Danger. Upon obtaining information concerning the occurrence of any event during the Removal Activities that causes or threatens a release of hazardous substances from the Site or that threatens public health, welfare, or the environment, Respondents shall notify within twenty-four (24) hours the EPA Project Coordinator, or in the event of his or her unavailability, shall notify within the same twenty-four (24) hour period, the Emergency Response Unit, Region I, United States Environmental Protection Agency, setting forth the events that occurred and the measures taken and to be taken, if appropriate, to mitigate any harm caused or threatened by the event and to prevent the reoccurrence of such an event. Respondents shall have no obligations under this Order to undertake measures to mitigate any such event not related to their performance of the Removal Activities. Regardless of whether or not such a report is made to EPA, if EPA determines that activities undertaken in connection with this Consent Order, have caused or may cause a threat to on-site personnel or to the public health or welfare or to the environment, EPA may: (a) order Respondents to stop further implementation of this Consent Order for such period of time

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as may be needed to abate any such release or threat and/or: (b) undertake any actions which EPA determines are necessary to abate such threat.

23. Availability of Data. Respondents shall submit to EPA the results of all sampling and/or tests and all other data generated by Respondents, by the Contractor, or on Respondents' behalf, in the course of implementing this Consent Order, in its Progress Reports or other Reports as described in the Work Plan or in this Consent Order.

24. Record Preservation. Respondents shall preserve, during the pendency of this Consent Order, and for a period of not less than six (6) years after completing the work required by this Consent Order, all records and documents in their possession or in the possession of their Response Action Contractor which relate in any way to the performance of the Work Plan or this Consent Order, notwithstanding any document retention policy to the contrary. After this six year period, Respondents may request in writing permission to destroy any such records or documents. This request shall be accompanied by a copy of this Consent Order and shall be sent by certified mail return receipt requested to the following address:

Robert A. DiBiccaro  
Acting Regional Counsel  
(or the current Regional Counsel)  
U.S. Environmental Protection Agency  
JFK Federal Building, Rm. 2203  
Boston, Massachusetts 02203

Within sixty (60) days of receipt of a request by Respondents to destroy any or all such records or documents, EPA will notify Respondents whether such request has been granted or denied. If EPA denies such request, Respondents shall make available to EPA such

records and documents or copies of any such records and documents and all obligations of Respondents to preserve records pursuant to this Consent Order shall cease. EPA's failure to respond to Respondents' request within the time period specified herein shall be deemed an approval of said request and all obligations of Respondents to preserve records pursuant to this Consent Order shall cease. Notwithstanding the terms of this paragraph, Respondents do not waive their rights to assert any privileges which may be applicable to such records and documents.

25. Place and Manner of Notice. Communications between Respondents and EPA, and all documents, including reports, approvals, disapprovals, written notices, and other correspondence to be submitted pursuant to this Consent Order, shall be sent by certified mail, return receipt requested, or by courier, to the Project Coordinator at the following address or such other addresses as Respondents or EPA hereafter may designate in writing:

a. Documents (three copies) to be submitted to EPA should be sent to:

Richard Haworth  
EPA On-Scene Coordinator  
U.S. Environmental Protection Agency  
New England Regional Laboratory  
60 Westview Street  
Lexington, MA 02173

and one copy to:

Wayne M. Robinson  
EPA Remedial Project Manager  
U.S. Environmental Protection Agency  
Waste Management Division  
JFK Federal Building HSN  
Boston, MA 02203

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b. Documents (three copies) to be submitted to Respondents should be sent to:

(name and addresses of Respondents' contractors)

26. Necessity of Formal Approval. No informal advice, guidance, suggestions or comments by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall be construed as relieving Respondents of their obligation to obtain such formal approvals as may be required by this Consent Order.

27. Procedure for Submission of Deliverables to EPA. All deliverables identified in Attachment A for submittal to EPA shall be so delivered to EPA in accordance with the Schedule set forth in the Scope of Work. Prior to receipt of final EPA approval, any report submitted to EPA for approval shall be marked "Draft" on each page and shall include, in a prominent location in the document, the following disclaimer: "This document is a DRAFT which has not received final EPA approval." EPA will review Reports in accordance with paragraphs 28 the Consent Order.

28. Procedure for Review, Revision and Final Approval of Reports. All deliverables, identified in the Scope of Work (Attachment A) and this Consent Order for delivery to EPA (Reports) shall be so delivered to EPA in accordance with the schedules set forth in the Scope of Work and this Consent Order. EPA will review the Reports to determine whether they are consistent with the requirements of the Scope of Work and Work Schedule and this Consent Order. If EPA determines that revisions to a Report are necessary, EPA will notify Respondents of EPA's requested revisions and the

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parties will expeditiously confer to discuss such requested revisions. Respondents shall thereafter submit a draft of the revised Report in accordance with a schedule for revision set by EPA which is reasonable considering the nature and extent of the proposed revisions and the time period which was initially available for Respondent to produce an acceptable report. If Respondents fail to submit such a revised Report within the specified schedule, the provisions of paragraph 30 may be invoked by any party to this Consent Order.

29. Modification of Consent Order and Scope of Work. This Consent Order may only be modified upon the written agreement of both EPA, by signature of Regional Administrator, and the Respondents. The approved Work Plan may be modified by Respondents only upon written agreement of EPA, by the signature of the Massachusetts Section Chief, and Respondents, except that, if CERCLA or the NCP are amended prior to the certification of the Respondents' work activities as provided for in paragraph 39, EPA may request a modification to the Work Plan, or develop new Work Plans but only to the extent expressly required pursuant to said amendments of CERCLA or the NCP. Respondents' assent to such a request for modification shall not be unreasonably withheld.

30. Dispute Resolution. If the Respondents object to any EPA notice of disapproval or decision made pursuant to this Consent Order, the Respondents shall notify EPA in writing of its objections within ten (10) days of receipt of the decision. EPA and the Respondents have seven (7) days from the receipt by EPA of the notification of objection to reach agreement. If agreement cannot be

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reached on any issue within this seven (7) day period, EPA shall provide a written statement of its decision to the Respondents. Respondents shall commence implementation of the activities required by the EPA decision within five (5) days of receipt of the decision. In the event that the Respondents do not implement the activities required by the EPA decision, the EPA Regional Administrator may take such civil enforcement action against Respondents as may be provided by statutory or equitable authorities, including but not limited to, the assessment of such civil penalties or damages as are authorized by Sections 106(b)(1) and 107(c)(3) of CERCLA, as amended.

31. Delay in Performance/Stipulated Penalties. For each day that the Respondents fail to comply with any time deadline established pursuant to this Consent Order, the Respondent shall pay the sums set forth below as stipulated penalties:

<u>Period of Failure to Comply</u>	<u>Penalty Per Day</u>
1st - 7th day	\$ 250.00
8th - 15th day	1,000.00
each day thereafter	4,000.00

Any such penalty shall be due and payable within ten (10) days of the receipt of a written demand by EPA. Payment of any such penalty shall be made by certified check payable to the Hazardous Substances Superfund, and mailed to the following address with a notation of the docket number of this Consent Order:

U.S. Environmental Protection Agency  
Hazardous Substance Superfund  
P. O. Box 371003 M  
Pittsburgh, PA 15251

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Notice that such payment has been made shall be provided in writing to the EPA Project Coordinator. The stipulated penalties set forth in this section do not preclude EPA from electing to pursue any other remedies or sanctions which may be available to EPA by reason of the Respondents' violation of this Consent Order or the Respondents' failure or refusal to comply with any of the requirements of this Order, except that EPA agrees that all civil penalties for failure to comply with the time requirements established pursuant to this Consent Order shall be limited to the amounts calculated under this paragraph. If Respondents pay stipulated penalties for a specified period of time for late compliance and EPA subsequently recovers additional fines or penalties for the same period of late compliance in court, the fines and penalties shall be reduced by the amount of the stipulated penalties paid for that period of late compliance.

32. Excuses for Delays in Performance. With respect to Respondents' compliance with any interim or final time deadline set forth in this Consent Order, including any implementation schedules contained in plans approved by EPA pursuant to paragraph 28, and with respect to the penalty provisions of paragraph 31, no stipulated penalties or other sanctions will be imposed for delay directly caused by the following which could not have been overcome by Respondents' due care: (i) any act of God; (ii) any Order issued to Respondents by EPA under the provisions of paragraph 22, provided that such delay did not arise as the result of the performance of the Removal Activities; (iii) any delay which results from failure to secure access to the Site if the cause of such failure is not within the control of Respondents; (iv) any delays caused by EPA's failure

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to complete in a timely manner its review of plans and reports; (v) any delay experienced by the operation of the dispute resolution procedure set forth herein; and (vi) any other cause beyond the control of Respondents; provided, however, that increases in the cost of performance of the removal activities shall not excuse such performance nor affect the applicability of the penalty provisions and/or other sanctions which are provided for under this Order. Such penalties and sanctions shall be avoided only if, and only to the extent that such delays materially interfered with or prevented Respondents' execution of their responsibilities during the period of such delay. Respondents shall notify EPA within twenty-four (24) hours in the event that circumstances occur which Respondents assert should trigger the excuse provisions of this paragraph, and shall identify with specificity the cause or causes of such delay and the estimated duration of such delay. Failure to notify EPA shall result in a waiver of Respondents' right to assert that the delay should be excused under the terms of this paragraph. Upon receipt of such notification, EPA will determine whether the delay is appropriately excused under this paragraph and shall soon notify Respondents. Respondents further agree to use their best efforts to minimize any delay which may result. Respondents acknowledge that they will have the burden of justifying excuses for delay in performance under this paragraph.

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33. Waiver of Settlement Conference. In consideration of the communications between EPA and Respondents prior to the issuance of this Consent Order concerning its terms, Respondents hereby agree that there is no need for a settlement conference prior to the effective date of the Consent Order.

34. Civil Penalties for Non-Compliance. Respondents are advised that, except as provided by paragraph 32 of this Order, if Respondents violate or fail or refuse to comply with this Consent Order, or any portion thereof, EPA reserves its rights pursuant to Sections 106(b)(1) and 107(c)(3) of CERCLA, as amended, with respect to the imposition of civil penalties and punitive damages.

35. Confidentiality Claims. Respondents may assert a confidentiality claim, if appropriate, covering all or part of the information requested by this Consent Order pursuant to 40 C.F.R. 2.203(b). Such an assertion shall be adequately substantiated when the assertion is made. Neither analytical data nor any information specified in Section 104(e)(7)(F) of CERCLA, as amended by SARA, shall be claimed as confidential by Respondent. Information determined to be confidential by EPA shall be afforded the protection specified by 40 C.F.R. Part 2, Subpart B, and in Section 104(e)(7) of CERCLA, as amended by SARA. If no such claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to Respondents.

36. Liability of Respondents' Response Action Contractor. The Response Action Contractor in connection with the activities set forth in Attachment A hereto shall not be liable under CERCLA or under any other federal law to the United States Government for costs

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or damages which result from a release or threatened release of hazardous substances or pollutants or contaminants provided that such releases or threatened release was not caused by conduct of the Response Action Contractor which was negligent, grossly negligent, or which constituted intentional misconduct. Said Response Action Contractor shall have the burden of demonstrating that such conduct was not negligent, grossly negligent, or did not constitute intentional misconduct. Nothing in this paragraph shall affect the liability of any person under any warranty under federal, state, or common law.

37. Indemnification. Respondents agree to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, officers, employees, and representatives from any and all claims or causes of action arising from or on account of acts or omissions of Respondents, their officers, employees, agents, receivers, trustees, assigns or contractors in carrying out the activities pursuant to this Consent Order.

38. Recovery of Costs. EPA reserves the right to bring an action against Respondent pursuant to Section 107 of CERCLA for recovery of costs incurred in oversight, consistent with paragraph 17 herein, administration, and enforcement of this Consent Order, and any other past and future costs incurred by the United States Government in connection with response activities conducted pursuant to CERCLA at this Site.

39. Certification of Respondents' Performance of the Work Activities. Upon receipt by EPA of notice from Respondents that they believe they have satisfied their obligations under the Work

Plan and this Consent Order, EPA shall determine if Respondents have met all of their responsibilities under the Work Plan, and under the provisions of this Consent Order. Within twenty-one (21) days after receipt of said notice, EPA will either (a) provide Respondents with a statement of all of their responsibilities which EPA believes are still outstanding or (b) certify to Respondents that their responsibilities under the Scope of Work and under the provisions of this Consent Order have been completely and successfully discharged and that the work performed by Respondents pursuant to this Consent Order and the Scope of Work is consistent with the NCP.

40. Covenant Not to Sue and Contribution Protection. In consideration of and upon certification by EPA that Respondents have completely and successfully discharged their responsibilities under the Work Plan and under the provisions of this Consent Order as provided for in paragraph 39 herein, EPA covenants not to sue Respondents in any civil or administrative action for the performance of the Work Plan; provided, however, such covenant not to sue does not extend to any other liabilities that may be associated with the Site, including but not limited to, any other response actions that have been or may be undertaken at the Site. This covenant not to sue becomes effective upon the issuance by EPA of the certification provided in paragraph 39. Nothing in this paragraph shall preclude EPA from enforcing the provisions of this Consent Order in any judicial or administrative proceeding. It is the intention and understanding of the parties to this Consent Order that the

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protection from contribution claims as provided by Section 113(b)(2) of CERCLA, as amended, applies to any claim with respect to performance of the activities pursuant to the Work Plan.

41. Credit for Expenditures made pursuant to this Order.

A. Upon certification that Respondents have discharged their responsibilities pursuant to the Work Plan and under the provisions of this Consent Order, Respondents shall present EPA with an accounting of: (1) all costs incurred consistent with the NCP in development of the Work Plan and in performance of the Work Plan and the other activities required by this Consent Order; those costs will be segregated into two categories: costs specifically associated with the Anchor Tank Materials and all other costs; and (2) the amounts paid by each Respondent in connection therewith. EPA agrees that said costs shall not constitute a penalty paid by the Respondents.

B. Within thirty (30) days of receipt of such accounting, EPA will approve all costs accounted for by Respondents which are consistent with subparagraph A(1) ("Approved Consent Order Costs"). Upon such approval, EPA agrees to reduce the amount of response costs which it will seek to recover from Respondents pursuant to CERCLA or otherwise in connection with the Site according to the following formula: said response costs shall be reduced by the Approved Consent Order costs incurred in performing the work activities associated with the Anchor Tank materials and by the amount resulting from multiplying the Approved Consent Order Costs other than those associated with Anchor Tank Materials times the quantity one minus the result of dividing the aggregate volume of the Respondents' waste by the total volume of waste sent to the Site. The volumes for these

calculations shall be taken from the Volumetric Rank List attached as Appendix B to the Administrative Order by Consent, Docket No. \_\_\_\_\_ at the time of publication in the Federal Register.

C. In the event that any Respondent otherwise receives credit for Approved Consent Order Costs through settlement or litigation, the credit amount calculated under subparagraph (b) for all Respondents shall be reduced by the amount of the credit received through these other channels. Moreover, this paragraph shall in no way limit or affect EPA's right to seek joint and several liability against Respondents in any court action for all damages and other costs incurred or to be incurred by EPA at the Cannons Engineering Corporation Site. This reduction in EPA's response costs with respect to the Site shall affect only recovery of response costs from the Respondents and shall in no way affect the right of EPA to seek joint and several liability and recovery of all response costs from potentially responsible parties other than Respondents.

42. EPA's Reservation of Rights. EPA expressly reserves all the rights and defenses that it may have, including EPA's right to disapprove of work performed by Respondents and to request that Respondents perform tasks in addition to those detailed in this Consent Order. In addition, EPA reserves the right to undertake removal and/or remedial actions at any time and to perform any and all portions of the Work Activities which Respondents have failed to perform properly; provided, however, that EPA agrees to use its best efforts to avoid duplication of Respondents' activities under this Order. Except as otherwise limited by paragraphs 31 and 32, EPA reserves any and all rights to take any enforcement action pursuant

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to CERCLA, as amended by SARA, and/or any available legal authority. This Consent Order does not constitute any decision on the preauthorization of funds under Section 111(a)(2) of CERCLA as amended by SARA.

43. Respondents' Reservation of Rights. The participation by Respondents in entering into and carrying out the terms of this Consent Order shall not be considered an admission of liability for any purpose. Nor shall such actions or participation by Respondents constitute a commitment or agreement, either express or implied, to undertake further activities at the Site other than those necessary to perform the Removal Activities in accordance with the Work Plan and this Consent Order, or to undertake any remedial actions at the Site, notwithstanding any finding, conclusions, or recommendations made in connection with performance of the Work Plan. Except as expressly set forth in the Consent Order, Respondents reserve all rights they may have to oppose or defend against any action or claim brought by EPA.

44. Other Claims. Nothing in this Consent Order shall constitute or be construed as a release or a covenant not to sue regarding any claim, cause of action, or demand in law or equity against any person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants, found at, taken to, or taken from the Site. EPA shall not be liable for any injuries or damages to persons

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or property resulting from actions or omissions of Respondents in carrying out the activities pursuant to this Consent Order, nor shall EPA be held as a party to, or in any other way liable under any contract entered into by Respondents or by the Response Action Contractor in carrying out the activities pursuant to this Consent Order. Except as otherwise herein set forth or agreed, this Consent Order shall not estop or limit any legal or equitable claims of the United States against Respondents, their agents, contractors, or assigns, including but not limited to, claims related to releases of hazardous substances or other pollutants or contaminants.

45. Other Laws. All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable state and federal laws and regulations, including laws relating to occupational safety and health and other federal environmental laws, as defined in current EPA policy. Other agencies, including the Occupational Safety and Health Administration (OSHA), and the Fish and Wildlife Service (F&WS) may be called upon to review the conduct of work under this Consent Order. In the event that there is a conflict in the application of federal or state laws or regulations, the more stringent of the conflicting provisions shall apply.

46. Notice to the State. Pursuant to the requirements of Section 121(f) and 104(b)(2) of CERCLA, as amended by SARA, EPA has notified the Commonwealth of Massachusetts of the scope of the Response Action, the negotiations with the potentially responsible parties and of the issuance of this Consent Order.

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47. Notice to the Federal Natural Resource Trustee. Pursuant to Sections 122(j) of SARA, EPA has notified the Federal Natural Resource Trustee of the scope of the Response Action, the negotiation with the potentially responsible parties and of the issuance of this Consent Order.

48. Separate Documents. This Consent Order may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

49. Effective Date. This Consent Order shall be effective upon the date of Respondents' receipt of notice of signature by the Regional Administrator. All times for performance of activities under this Consent Order shall be calculated from that date.

IT IS SO AGREED AND ORDERED BY:

Michael R. Deland                      1/21/88  
Michael R. Deland                      Date  
Regional Administrator

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ATTACHMENT A

BRIDGEWATER CANNONS ENGINEERING CORPORATION SITE  
CONSENT ORDER WORK PLAN

I. Introduction and Purpose

The purpose of this Consent Order Work Plan is to identify response actions to be taken by Respondents of the Site pursuant to the foregoing Consent Order.

II. Scope of Work

1. The following are the removal activities required by the Consent Order:

- a. Removal of Wastes. The following waste materials shall be removed from the site and properly disposed of in accordance with all applicable environmental laws and regulations:
- approximately 400 five-gallon pails containing waste material from inside the Equipment Building. This material was previously located inside the box trailers;
  - approximately 400 less than five-gallon pails which have had the contents removed into two 55-gallon drums;
  - approximately one drum full and one drum 3/4 full which were generated from the emptying of the above mentioned less than five-gallon containers;

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- approximately 350 containers of laboratory reagents which were abandoned in the laboratory inside the Equipment Building;
- a container approximately one pint in volume containing an unknown liquid which is considered to be shock sensitive and will be treated as such;
- one five-gallon pail of bulked laboratory samples;
- one three-gallon pail of bulked laboratory samples;
- approximately 1,000 gallons of aqueous waste material contained in above-ground storage containers which include less than 10 partially filled drums, one dumpster, and one tank trailer;
- approximately 25,000 gallons of aqueous waste material contained in the underground tanks;
- approximately 500 gallons of waste oil, determined to contain a PCB content of less than 2 parts per million;
- approximately two 55 gallon drums of materials scraped from trailer bottoms;
- approximately two 55 gallon drums of contaminated sorbent material from the equipment building floor;
- contaminated soil from opening area not to exceed 20 cubic yards;
- one 55 gallon drum approximately three-quarters full of contaminated lab water from on-site laboratory used during initial EPA removal activities; and

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- approximately seventy-five 30 gallon garbage bags containing contaminated protective clothing and sampling implements.

b. Transportation of Wastes. All of the above-described wastes will be transported in accordance with all applicable laws and regulations including but not limited to all Department of Transportation (DOT) regulations. Additionally, all containers shipped off site, and all vehicles carrying these containers, will be properly and completely labeled and placarded in accordance with all applicable laws and regulations.

c. Disposal of Wastes. The Respondents shall make all arrangements necessary to accomplish the proper disposal of all of the above-described wastes. This shall include making available disposal personnel from the selected disposal facility as needed to assure that the packing and shipping methods used meet the disposal facility specifications for acceptance of wastes. For each waste material to be removed from the site, the Respondents shall indicate before the waste is removed from the site the method of disposal, the name(s) of the facility(ies) to be utilized, the compliance status of the facility(ies) to be utilized, the name(s) of transporter(s) to be utilized, the method of transport for each waste, and the packaging to be utilized.

d. Record of Disposal. The Respondents shall provide EPA with all paperwork documenting the location of all wastes that leave the site. This shall include all temporary storage facilities that may be utilized before the waste reaches its final destination for disposal. All wastes removed from the site will be pursuant to an

appropriate Hazardous Waste Manifest. EPA's On-Scene Coordinator will sign each manifest relating to the Anchor Tank material so as to indicate that EPA is the generator of the Anchor Tank material being removed from the site. For all wastes that leave the site, the Respondents will supply information to include, but not be limited to, the date of arrival and departure of each waste to or from each facility, a list of all wastes in question, and the signature of the company representative who accepted the wastes in question. Additionally, for any waste that is incinerated or otherwise destroyed, the Respondents shall provide certification by a company official of the facility destroying the waste that the waste was indeed destroyed and by what method it was destroyed.

e. Site Restoration. Before final demobilization, the Respondents shall restore the site to an acceptable degree. This will include assurance that no trash or waste materials or equipment associated with any of the removal activities is left on site. Any material including soil which has not been contaminated by site operations shall be returned to its original location.

2. The following activities shall also be performed by Respondents to fulfill the objectives of the Response Action:

a. Work Plan. The Respondents shall prepare a Work Plan consisting of all activities and subtasks. The Work Plan shall identify all deliverables to be produced during the Work Activities, including timetables for performance of the Work Activities and production of the deliverables. The Work Plan shall identify each previously identified waste material to be removed from the site, and the Quality Assurance and Quality Control to be used during Work

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Activities. The detailed scope of work shall identify for all waste materials removed from the site the method of disposal of each waste material. The identification shall include, at a minimum, the exact method of disposal, the name(s) of facility(ies) to be utilized, the facility's(ies') compliance status, name(s) of transporter(s) to be utilized, method of transport, and packaging to be utilized. The Work Plan shall specify the health and safety procedures to be followed. At a minimum, the health and safety plan shall include a brief introduction; identify by name, and assign responsibilities to both the person in charge and a Site Safety Officer; contain emergency phone numbers and directions to the nearest hospital; list known contaminants known present on the site; state general safety rules, delineate work zones, describe in detail protective clothing to be utilized and criteria for use of such clothing; establish decontamination procedures for personnel and equipment; address the effects and treatment of cold exposure; describe standard operating procedures for tasks specified in the Work Plan and contain an emergency plan.

Respondents shall identify the specific tasks necessary to perform each activity identified in the Work Plan. The Work Plan must be in conformance with EPA Quality Assurance and Quality Control procedures as set forth in "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," QAMS -005/8-, EPA Office of Research and Development, December, 1980. These procedures are subject to review and approval by EPA Quality Assurance personnel. EPA will review the Work Plan consistent with the provisions of paragraph 28 of the Consent Order.

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b. Ancillary Site Activities. Respondents shall take such measures as may be necessary to ensure that while carrying out the activities of the Work Plan there is no release of hazardous substances, or pollutants or contaminants into the environment. Respondents shall specify in the Work Plan what measures are necessary to insure there is no release or contamination from their removal activities.

c. Disposal of Waste. Respondents shall dispose of all site-related wastes generated during the course of these Work Activities as well as those waste containers currently on-site which were generated as a consequence of past response activities. All such disposal shall be in accordance with paragraph 1d of this Work Plan.

d. Respondents shall assume responsibility for site security within 48 hours of the later of either the execution of the Consent Order by all parties or the obtaining of site access pursuant to paragraph 21 of the Consent Order. Site security shall be on a 24 hour per day, seven day per week basis. Respondents agree to maintain site security until the completion of all field work pursuant to this Consent Order Work Plan. Respondents shall notify EPA upon completion of all field work that Respondents intend to terminate site security. Within twenty-four (24) hours of receipt of said notice, EPA shall inform Respondents of any field work remaining or alternatively of EPA's intent to take over site security.

3. Work Schedule. Respondents shall submit a proposed Work Plan within 14 days of engagement of a contractor, as required by paragraph 19 of the Consent Order. The draft Work Plan will be

subject to technical and quality assurance review by EPA. A final Work Plan shall be submitted within 10 days of receipt of any EPA revisions issued under the terms of paragraph 28 of the Consent Order. Respondents shall commence implementation of the final Work Plan within 7 days of receiving EPA approval and Respondents shall complete all field work tasks specified in the Work Plan within thirty (30) days. Within forty-five (45) days of completing all field work tasks, Respondents shall complete all laboratory analyses and submit all reports required by the Work Plan. EPA reserves the option to modify the implementation schedule for any reason whatsoever.

4. Respondents shall submit to EPA all information generated as a consequence of these activities, including laboratory QA/QC information sufficient for a Level I EPA analytical data validation, all analytical data, both raw and tabulated, all Scopes of Work and Work Plans, and a final report summarizing activities, materials and methods, observations, findings and summary. All deliverables are subject to review in accordance with paragraph 28 of the Consent Order. EPA retains final discretion to decide the acceptability of any work activity and/or work product submitted by the Respondents, subject to the dispute resolution procedures of paragraph 30 of the Consent Order.

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EXHIBIT B

The purpose of this Exhibit is to clarify the costs to be charged for the work that will be performed in connection with the Agreement and the manner in which those costs are to be itemized.

A. Lump Sum Cost:

Contractor has agreed to a lump sum cost of \$166,000 to perform certain waste removal work. The \$166,000 lump sum cost applies to all work identified in the Consent Order and Agreement, except the work identified as Additional Work in Section B in this Exhibit B and the provision of site security. The work within the scope of the lump sum cost includes without limitation packaging, transportation, and disposal of materials including residues generated as a result of destruction of material. Also included is the cost of mobilization, demobilization, preparation of a work plan, health and safety plan, and final report. The specific items of waste within the scope of the lump sum are as follows:

1. Three hundred ninety (390) 5-gallon containers (material from Anchor Tank Lining Trailers).
2. Approximately one hundred-ninety (190) less-than-5-gallon pails (empty).
3. Two (2) 55-gallon drums organic liquid (one full; one 3/4 full) (material removed from containers in 2 above).
4. Three hundred fifty-four (354) containers of laboratory reagents (in laboratory area), of which 190 containers are inorganic materials, 110 containers are organic materials and 54 containers are unlabelled.
5. One 5-gallon and one 3-gallon pail of bulked laboratory samples.
6. Approximately 12,000 gallons of contaminated water contained in a trash container, a tank trailer, ten partially filled 55-gallon drums, and four underground tanks.
7. Up to 20 55-gallon empty drums to be crushed and disposed.
8. Approximately five hundred (500) gallons of waste oil (less than 2 ppm of PCB) contained in a tank trailer.

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9. Four (4) 55-gallon drums of contaminated soil and/or absorbent material from opening area and cleanout of Anchor Tank Lining trailers.
10. Eight (8) 4' x 8' sheets of plywood from the opening area.
11. Approximately seventy-five (75) plastic bags of protective clothing, wipes, and other materials generated as a result of removal operations.

B. Prices for Additional Work

1. Removal of Four Underground (UG) Tanks:

Tanks to be removed from ground - concrete tanks to be broken up and disposed of off-site; steel tanks to be cut up (if necessary) and removed off-site and scrapped. If no contamination exists, the excavations are to be filled with clean fill. Cost for UG tank removal - \$17,450

2. Removal of Potentially Shock Sensitive Material:

One container (approximately one pint) of unknown material - considered to be shock sensitive-- to be removed and disposed. Cost for removal and disposal is to be on a "cost plus reasonable profit" basis.

3. Removal and Disposal of Additional Material And Other Site Work Not Otherwise Included in Exhibit B:

Quantities of materials which exceed the amounts included in the lump sum cost set forth above shall be removed and disposed of by the same method according to category. Transportation and Disposal of additional material, if any, shall be reimbursed at the following rates:

Disposal

Drums (incineration) - \$486 - 510 per drum  
Contaminated water - \$0.28 per gallon  
Bulked soil - price to be agreed upon but not more than per drum price

Transportation

Drums \$2,970 per load of 80 drums  
Contaminated water \$720 per load of 5,000 gallons unless otherwise agreed upon  
Bulked soils price to be on a cost plus reasonable profit basis

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Additional Sampling, Analysis, Excavation, Site Work

Unless otherwise agreed upon, price shall be on a time and materials basis in accordance with Contractor's catalogue price in effect on January 28, 1988.

Effective April 1, 1987

**OHM**

**CONFIDENTIAL**  
**O.H. MATERIALS CORP. (OHM)**  
**CATALOG PRICE LIST**

**PERSONNEL**

Principal.....	\$150.00/hr	(PT)	\$200/hr	(OT)	\$280/hr	(FT)
Project Manager.....	\$ 80.00/hr	(PT)	\$ 95/hr	(OT)	\$110/hr	(FT)
Site Supervisor.....	\$ 85.00/hr	(PT)	\$100/hr	(OT)	\$115/hr	(FT)
Senior Engineer.....	\$ 75.00/hr	(PT)	\$ 90/hr	(OT)	\$105/hr	(FT)
Project Engineer.....	\$ 60.00/hr	(PT)	\$ 75/hr	(OT)	\$ 90/hr	(FT)
Engineer.....	\$ 55.00/hr	(PT)	\$100/hr	(OT)	\$115/hr	(FT)
Certified Industrial Hygienist.....	\$ 70.00/hr	(PT)	\$ 85/hr	(OT)	\$100/hr	(FT)
Senior Chemist.....	\$ 85.00/hr	(PT)	\$100/hr	(OT)	\$115/hr	(FT)
Project Chemist.....	\$ 70.00/hr	(PT)	\$ 85/hr	(OT)	\$100/hr	(FT)
Chemist.....	\$ 60.00/hr	(PT)	\$ 75/hr	(OT)	\$ 90/hr	(FT)
Senior Scientist.....	\$ 65.00/hr	(PT)	\$ 80/hr	(OT)	\$ 95/hr	(FT)
Project Scientist.....	\$ 50.00/hr	(PT)	\$ 65/hr	(OT)	\$ 80/hr	(FT)
Scientist.....	\$ 40.00/hr	(PT)	\$ 55/hr	(OT)	\$ 70/hr	(FT)
Technical Foreman.....	\$ 45.00/hr	(PT)	\$ 60/hr	(OT)	\$ 75/hr	(FT)
Operations Foreman.....	\$ 35.00/hr	(PT)	\$ 50/hr	(OT)	\$ 65/hr	(FT)
Equipment Operator.....	\$ 30.00/hr	(PT)	\$ 45/hr	(OT)	\$ 60/hr	(FT)
Project Control Technician.....	\$ 28.00/hr	(PT)	\$ 40/hr	(OT)	\$ 52/hr	(FT)
Recovery Technician.....	\$ 25.00/hr	(PT)	\$ 35/hr	(OT)	\$ 47/hr	(FT)
Word Processor.....	\$ 40.00/hr	(PT)	\$ 52/hr	(OT)	\$ 64/hr	(FT)
Truck Driver.....	\$ 40.00/hr	(PT)	\$ 52/hr	(OT)	\$ 64/hr	(FT)
Technician.....	\$ 35.00/hr	(PT)	\$ 50/hr	(OT)	\$ 62/hr	(FT)
Draftsman.....	\$ 30.00/hr	(PT)	\$ 45/hr	(OT)	\$ 60/hr	(FT)
Explosives Specialist.....	\$ 65.00/hr	(PT)	\$ 80/hr	(OT)	\$ 95/hr	(FT)
Site Safety Officer.....	\$ 55.00/hr	(PT)	\$ 70/hr	(OT)	\$ 85/hr	(FT)
Breathing-air Time.....	\$ 7.80/hr	(PT)				
Per Diem Charge Per Person.....						

A daily rate for subsistence, lodging, and incidental costs shall be charged per person. This rate shall be that for the nearest locale listed in Appendix I of the United States government's Current Joint Travel Regulations plus 20 percent.

**VACUUM EQUIPMENT**

3,500-gallon Vacuum Truck.....	\$ 40/hour plus \$.50/mile
2,500-gallon Vacuum Truck.....	\$ 30/hour plus \$.50/mile
1,800-gallon Vacuum Truck.....	\$ 45/hour plus \$.50/mile
1,500-gallon Vacuum Unit.....	\$ 35/hour

**TRUCKS AND TRAILERS**

Over-the-road Diesel Tractor.....	\$ 225/day plus \$.90/mile
One-ton, Pollution-control Truck.....	\$ 285/day plus \$.25/mile
Two-ton, Pollution-control Truck.....	\$ 270/day plus \$.30/mile
One-ton Truck.....	\$ 170/day plus \$.28/mile
Two-ton Truck.....	\$ 210/day plus \$.30/mile
Flatbed Truck.....	\$ 100/day includes mileage
Van.....	\$ 100/day includes mileage
Van.....	\$ 145/day plus \$.25/mile
Van.....	\$ 80/day includes mileage
Mechanics Truck.....	\$ 395/day
Car.....	\$ 225/day
40-foot Decontamination and Equipment Trailer.....	\$ 965/day
25-foot Decontamination and Equipment Trailer.....	\$ 375/day
Decontamination/Laundry and Locker Trailer.....	\$ 280/day
Personal Decontamination Trailer.....	\$ 170/day
5,000-gallon, Stainless-steel Tanker Trailer.....	\$ 170/day
Lowboy Trailer.....	\$ 110/day
Goose-neck Dolly Trailer.....	\$ 250/day
Flatbed Trailer.....	\$ 55/day
Crew Trailer.....	
Office Trailer with Accessories.....	

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Effective April 1, 1987

TRUCKS AND TRAILERS (CONTINUED)

Box Trailer.....	\$ 50/day
Bomb Trailer.....	\$1,000/day

PROTECTIVE CLOTHING AND EQUIPMENT

EPA Level A Protection or Equivalent.....	\$ 375/day
EPA Level B Protection or Equivalent	\$ 225/day
With Tyvek Suit.....	\$ 260/day
With Saran-coated Suit.....	\$ 330/day
With Acid Suit.....	\$ 100/day
EPA Level C Protection or Equivalent	\$ 135/day
With Tyvek Suit.....	\$ 210/day
With Saran-coated Suit.....	\$ 25/day
With Acid Suit.....	\$ 25/day
EPA Level D Protection or Equivalent.....	

Note: The above prices, where applicable, include four sets per day of disposable protective suits (Tyvek/saran-coated). Fifty feet of breathing-air hose is included with supplied-air systems. Three sets of P-3H respirator cartridges are included with Level C protection. Additional disposable clothing, breathing-air hose, and/or respirator cartridge changeouts, breathing air, cascade system(s) and other additional protective clothing or equipment damaged or contaminated by follows. Standard non-disposable protective clothing or equipment damaged or contaminated by site conditions is billed at replacement cost plus 30 percent.

Regulated Manifold Air-supply System.....	\$ 100/day
Four-way Cascade System with Booster Pump.....	\$ 200/day
Single Cascade System with Booster Pump.....	\$ 65/day
Cascade System.....	\$ 55/day
Emergency Escape Air Pack.....	\$ 25/day
Emergency Oxygen Inhalation System.....	\$ 30/day
Emergency Oxygen Inhalation System.....	\$ 350/day
Portable Eye Shower.....	\$ 55/day
Bomb Suit.....	\$ 90/day
Cooling System/Heat Exchange.....	\$ 18/day
Bottle Rack.....	\$ 30/day
Breathing-air Bottle.....	
Breathing-air Hose (50-foot length).....	

RECOVERY AND TREATMENT EQUIPMENT

Treatability Trailer.....	\$1,200/day	Quoted per occurrence
Pneumatic Injection System.....	\$ 125/day	Quoted per occurrence
Compatibility Chamber with Solids Removal System.....	\$ 245/day	Quoted per occurrence
Compatibility Chamber.....	\$ 135/day	Quoted per occurrence
Air-stripping Column.....	\$ 210/day	Quoted per occurrence
Mobile Clarifier with Sludge Collection.....	\$ 380/day	Quoted per occurrence
Low-capacity Clarifier.....	\$ 275/day	Quoted per occurrence
3-cell Mobile Activated-carbon Filtration Unit.....	\$ 160/day	Quoted per occurrence
2-cell Mobile Activated-carbon Filtration Unit.....	\$ 70/day	Quoted per occurrence
1-cell Mobile Activated-carbon Filtration Unit.....	\$ 70/day	Quoted per occurrence
Low-capacity Carbon Filter.....	\$ 195/day	Quoted per occurrence
Low-capacity, Mixed-media Prefilter.....	\$ 155/day	Quoted per occurrence
Medium-capacity, Mixed-media Prefilter.....	\$ 200/day	Quoted per occurrence
3-cell Pume Scrubber.....	\$ 70/day	Quoted per occurrence
1-cell Pume Scrubber.....	\$ 200/day plus liner	Quoted per occurrence
Low-capacity Pume Scrubber.....	\$ 100/day plus liner	Quoted per occurrence
50,000-gallon Portable Pool.....	Quoted per occurrence	Quoted per occurrence
12,000-gallon Portable Pool.....	Quoted per occurrence	Quoted per occurrence
Transfer Station.....	\$ 55/day	Quoted per occurrence
Flash Mix and Chemical-feed System.....	\$ 55/day	Quoted per occurrence
Mixing Tank.....	Quoted per occurrence	Quoted per occurrence
Lightning Chemical Mixer.....	\$ 200/day	Quoted per occurrence
Flocculation Unit with Mixer.....	\$ 20/day	Quoted per occurrence
Portable Building (approximately 24 x 40 x 12 feet).....	\$ 115/day	Quoted per occurrence
Flow Meter.....	\$ 55/day	Quoted per occurrence
Control Pump with Mixing Station.....		Quoted per occurrence
Hydrocarbon Skimming System.....		Quoted per occurrence
Heat Exchanger.....		Quoted per occurrence

MOBILE ANALYTICAL EQUIPMENT

GC/MS Analytical Laboratory.....	Quoted per occurrence
Analytical Laboratory.....	\$ 670/day

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CANNON ENGINEERING (BRIDGEWATER)  
ADMINISTRATIVE RECORD

CAN 002

0479

Effective April 1, 1987

Confidential ODM  
Catalog Price List

MOBILE ANALYTICAL EQUIPMENT (CONTINUED)

Gas Chromatograph.....	\$ 270/day
Gas Chromatograph Detector (HDD, FID, PID).....	\$ 65/day
Gas Chromatograph Integrator.....	\$ 110/day
Chart Recorder.....	\$ 120/day
Head-space Analyzer.....	\$ 175/day
Sample Inlet System.....	\$ 200/day
Auto Sampler.....	\$ 300/day
Mobile Infrared Air Analyzer (HEPMA).....	\$ 115/day
Photoluminescence Detector.....	\$ 50/day
Portable Air Sampler.....	\$ 35/day
Air-sampler Pump.....	\$ 435/day
Atomic Absorption Unit.....	\$ 65/day
Spectrophotometer (BACH).....	\$ 65/day
Carcinogen-handling Unit.....	\$ 80/day
Flash-point Analyzer.....	\$ 15/day
Portable flame Ionization Detection Monitor/OW.....	\$ 65/day
Digital Pyrometer.....	\$ 30/day
Flow Calibration Unit.....	\$ 140/day
Specific Ion Meter.....	\$ 80/day
pH Meter.....	\$ 90/day
Bomb Calorimeter.....	\$ 80/day
Combustible-gas Meter.....	\$ 80/day
Geiger Counter.....	\$ 80/day
Cyanide Meter with Generator.....	\$ 85/day
Sulfide Meter with Generator.....	\$ 110/day
Concator.....	\$ 65/day
Chlorine Analyzer.....	\$ 175/day
Sp. Reactivity Extractor.....	\$ 35/day
HydroLab Meter.....	\$ 18/day
Hypochlorite Injection System.....	\$ 30/day
Personal Air-sampling Pump.....	\$ 135/day
Submersible Water Sampler (Bomb Type).....	\$ 12/day
Microcomputer.....	\$ 35/day
Monitoring Well Sampler.....	
Particulate Air Sampler.....	

Note: Mobile analytical laboratories include fume hood, balances, drying oven, and laboratory glassware. Reagents, carrier gases, columns, contaminated glassware, and miscellaneous laboratory expendable items will be billed at invoice price plus 30 percent.

BIOANALYTICAL EQUIPMENT

Analytical/BioLaboratory.....	\$ 670/day
Bioreactor.....	\$ 570/day
Pilot Landfarm Cell.....	\$ 65/day
Incubator.....	\$ 60/day
Colony Counter/Stereoscopic Microscope.....	\$ 35/day
Colony Counter.....	\$ 800/day
Bioreactor System.....	\$ 30/day
Electrolytic Respiration.....	\$ 35/day
Autoclave.....	\$ 40/day
Dissolved Oxygen Meter.....	\$ 115/day
Liquid Scintillation Counter.....	

CHEMICAL TRANSFER EQUIPMENT

Transfer Equipment Trailer.....	\$ 850/day
Tank Tap Machine.....	\$ 1,200/day
Nonsparking Tool Set.....	\$ 130/day
Patch Kit.....	\$ 850/day
7- and 3-inch Chemical Transfer Hose.....	Quoted per occurrence
Chemical Transfer Pumps.....	Quoted per occurrence
Hydraulic Power Pack.....	\$ 990/day

HEAVY EQUIPMENT

Cat 225 Backhoe or equal.....	\$ 85/hour
Cat 215 Backhoe or equal.....	\$ 78/hour
Tractor Loader.....	\$ 47/hour
D-6 Cat Doser w/1-yard Bucket.....	\$ 68/hour
D-3 Cat Doser or equal.....	\$ 42/hour
Rubber-tired Loader w/4.25-yard Bucket (Cat 966).....	\$ 85/hour
Rubber-tired Loader w/1.25-yard Bucket (Cat 930).....	\$ 73/hour

Page 3 of 6

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CANNON ENGINEERING (BERINGENWAY)  
ADMINISTRATIVE RECORD

CAN 002

0480

Confidential O&N  
Catalog Price List

Effective April 1, 1987.

## HEAVY EQUIPMENT (CONTINUED)

Track-type Loader w/2.5-yard Bucket (Cat 933).....	\$ 75/hour
Track-type Loader with 4-in-1 Bucket (Cat 955).....	\$ 73/hour
18-ton Crane.....	\$ 69/hour
Truck-mounted Crane (6 Ton).....	\$ 425/day plus \$.90/mile
Rubber-tired, Skid-type Loader (Bobcat).....	\$ 32/hour
Field Tractor.....	\$ 32/hour
Forklift.....	\$ 32/hour

## LIGHTS AND GENERATORS

5,000-watt Light Plant.....	\$ 250/day plus fuel
Retail Light.....	25/da
150-KW Generator.....	\$ 475/day plus fuel
30-KW Generator.....	\$ 240/day plus fuel
25-KW Generator.....	\$ 200/day plus fuel
15-KW Generator.....	\$ 145/day plus fuel
10-KW Generator.....	\$ 125/day plus fuel
6.5-KW Generator.....	\$ 100/day plus fuel
3-KW Generator.....	\$ 85/day plus fuel

## COMPRESSION EQUIPMENT

8,000-psi Hydroblaster.....	\$ 800/day plus fuel
3,000-psi, High-pressure Water Laser.....	\$ 450/day plus fuel
High-pressure Tank Cleaning Head.....	\$ 240/day
500,000-psi, Hot-water Pressure Washer.....	\$ 350/day plus fuel
1,000,000-psi Burner.....	\$ 225/day plus fuel
500,000-psi Burner.....	\$ 260/day plus fuel
750-cfm Air Compressor.....	\$ 475/day plus fuel
185-cfm Air Compressor.....	\$ 178/day plus fuel
8,000-cfm Air Blower.....	\$ 280/day plus fuel
1,000-cfm Air Blower.....	\$ 275/day plus fuel
150-cfm Air Blower.....	\$ 285/day plus fuel
Portable Air Blower.....	\$ 85/day plus fuel
250-cfm, Positive-Displacement Air Pump.....	\$ 240/day
150-cfm, Positive-Displacement Air Pump.....	\$ 135/day
High-volume Airless Sprayer.....	\$ 220/day
Low-volume Airless Sprayer.....	\$ 75/day

## WATER EQUIPMENT

Work Boat with Motor.....	\$ 250/day
30-foot Pontoon Boat.....	\$ 210/day
Jon Boat with Motor.....	\$ 128/day
Jon Boat.....	\$ 60/day
Oil Skimmer Head.....	\$ 78 per 100 feet/day
4-inch Containment Boom.....	\$ 90 per 100 feet/day

## PUMPING EQUIPMENT

Notes: All pump rates include 10 feet of suction and 50 feet of discharge hose.

Pneumatic Recovery Pump.....	\$ 390/day
11-inch, Vacuum-pressure Pump.....	\$ 470/day plus fuel
8-inch, Vacuum-pressure Pump.....	\$ 365/day plus fuel
6-inch, Vacuum-pressure Pump.....	\$ 285/day plus fuel
3- and 4-inch Trash Pump.....	\$ 280/day plus fuel
4-inch Electric Submersible Pump.....	\$ 285/day
3-inch Electric Submersible Pump.....	\$ 190/day
2-inch Electric Submersible Pump.....	\$ 80/day
1-inch Hydraulic Sludge Pump.....	\$ 170/day
1-inch Air Double-diaphragm Pump.....	\$ 115/day
1-inch Air-powered Submersible Pump.....	\$ 115/day
2-inch Air Double-diaphragm Pump.....	\$ 125/day
2-inch, Stainless-steel, Double-diaphragm Pump.....	\$ 175/day
1 1/2-inch, Stainless-steel, Double-diaphragm Pump.....	\$ 145/day
1 1/2-inch, High-pressure Pump.....	\$ 90/day
1-inch Diaphragm Pump.....	\$ 80/day
1 1/2-inch, Chemical-feed Pump.....	\$ 140/day
1-inch, Chemical-feed Pump.....	\$ 80/day
1/2-inch, Chemical-feed Pump.....	\$ 55/day

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CANNON ENGINEERING (ENGINEERS)  
ADMINISTRATIVE RECORD

CAN 002

0481

Confidential OWM  
Catalog Price List

Effective April 1, 1987

## PUMPING EQUIPMENT (CONTINUED)

3/8-inch Chemical-feed Pump .....	\$ 42/day
3/4-inch Electric Pump .....	\$ 120/day
Explosion-proof Barrel Pump .....	\$ 48/day
1/8-hp Vacuum Pump .....	\$ 48/day

## ADDITIONAL HOSE

2-inch and 4-inch Suction Hose .....	\$ 74 per 100 feet/day
1-inch and 4-inch Discharge Hose .....	\$ 24 per 50 feet/day
2-inch Suction Hose .....	\$ 42 per 100 feet/day
2-inch Discharge Hose .....	\$ 20 per 50 feet/day
1 1/2-inch Suction Hose .....	\$ 42 per 100 feet/day
1 1/2-inch Discharge Hose .....	\$ 18 per 50 feet/day
1 1/2-inch Air Hose .....	\$ 37 per 50 feet/day
1/4-inch Air Hose .....	\$ 22 per 50 feet/day
1/4-inch Air Hose .....	\$ 15 per 20 feet/day
6-inch Aluminum Transfer Pipe .....	\$ 15 per 20 feet/day

## SPECIALIZED TOOLS AND EQUIPMENT

Burst Power Tool .....	\$ 850/day
36" Hydraulic Drum Grapppler .....	\$ 151/day
4-inch Sludge and Chopper Pump .....	\$ 523/day
Rotating Bucket .....	\$ 110/day
Chemical Sealing System .....	\$ 275/day plus sealant
Hi-Nail Cart .....	\$ 75/day
Shredder (18" x 20-inch Throat) .....	\$ 600/day
Shredder (40" x 62-inch Throat) .....	\$ 9,100/day plus fuel
Hydraulic Shears, 200-ton Cutting Force .....	\$ 450/day
Hydraulic Shears, 492-ton Cutting Force .....	\$1,200/day
1,100-gallon, P.A.C. drive Vacuum Unit .....	\$ 115/day
Peristaltic Sewerbell Pump .....	\$ 80/day
Portable Controlled-flow Sampler .....	\$ 250/day
Ground-water Flow Meter .....	\$ 100/day
Split Spore Soil Sampler .....	\$ 20/day
Sludge Sampler .....	\$ 110/day
Magnetic Metal Detector .....	\$ 12/day
Water-level Indicator .....	\$ 125/day
Blasting Machine with Galvanometer .....	\$ 18/day
Air Rumbler .....	\$ 135/day
Firing Wire Reel with 500-foot Wire .....	\$ 275/day
Drilling Containment Pad .....	\$ 240/day
Barrel Hopper .....	\$ 250/day
Hand-held Drill Rig .....	\$ 42/hour
B-24 Drill Rig .....	\$ 62/hour
B-47 Drill Rig .....	\$ 93/hour plus \$ 8.00/mile
B-51 Drill Rig (Truck Mounted) .....	\$ 425/day
HEPA Filter (Mercury) Vacuum .....	\$ 75/day
Barrel Vacuum .....	\$ 75/day

## MISCELLANEOUS TOOLS AND EQUIPMENT

Electric Hoist .....	\$ 40/day
Gasoline Soil Tamper .....	\$ 50/day
Partner Saw .....	\$ 45/day
Hand Saw .....	\$ 40/day
Barrel Cart .....	\$ 30/day
Jackhammer .....	\$ 60/day
Sandblaster .....	\$ 110/day
Brush and Head Cutter .....	\$ 55/day
Cutting Torch .....	\$ 45/day
Welder .....	\$ 255/day plus tooling
Concrete Coring Machine .....	\$ 90/day
Survey Instrument Set .....	\$ 30/day plus fuel
175,000-Btu Space Heater .....	\$ 25/day plus fuel
100,000-Btu Furnace .....	\$ 10/day plus fuel
Scaffolding .....	Quoted per occurrence
Portable Barrel Scale .....	\$ 65/day
Mobile Truck Scales .....	Quoted per occurrence
100-amp hr. Temporary Control Panel .....	\$ 55/day
Hand-held Radio .....	\$ 25/day
Shop Vacuum .....	\$ 20/day

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CANON ENGINEERING (ENGINEERS)  
ADMINISTRATIVE RECORD

CAN 002

0482

Effective April 1, 1987

Confidential OSM  
Catalog Price List

AVIATION EQUIPMENT

Citation II Jet.....	\$ 4.50/mile (round-trip mileage) Plus \$170.00/hour waiting time
Beechcraft King Air Turbo Prop Plane.....	\$ 4.25/mile (round-trip mileage) Plus \$120.00/hour waiting time

INVOICING PROCEDURES

- o OSM requires an executed contract, signed customer purchase order acceptable to OSM, or signed OSM terms and conditions to commence work.
- o It is OSM's practice to progress invoice every 7 days. Progress invoices estimate work performed and costs incurred during the invoice period. A final invoice is issued at the completion of the job which summarizes actual use of rate-sheet items and other costs incurred.
- o All work performed on an "emergency-response" basis is invoiced at catalog price list rates plus 10 percent.
- o All rates are subject to change without prior written notice.
- o Applicable federal, state, and local taxes and permit fees are added to our invoice.
- o All rates are stated in United States dollars.
- o All invoices are due upon receipt. Balances outstanding more than 30 days after the invoice date are subject to a monthly finance charge of 1 1/2 percent per month from the invoice date.

SUBCONTRACTORS, EXPENDABLES, AND MISCELLANEOUS ITEMS

- o All subcontractors and/or costs for disposal, utilities, or other contracted project services are billed at invoice price plus 20 percent.
- o OSM per diem rates are charged for subcontractors whose expenses are paid by OSM.
- o Expendable items inventoried and warehoused by OSM are billed according to the OSM expendable price list. Expendable items purchased locally for specific projects are billed at invoice price plus 20 percent.
- o A 4 percent surcharge on total daily labor rates is charged for hand-tool use. Hand tools include jig saw, skill saw, chain saw, mallet gun, electric hammer, 1/2-inch electric impact wrench, reciprocating saw, angle grinder, and pipe threader. Hand tools damaged or contaminated by site conditions will be charged at their replacement cost plus 20 percent.
- o All hourly rate equipment and personnel are billed a minimum of 4 hours per day.

PERSONNEL

- o All equipment and personnel are billed portal-to-portal plus loading and unloading.
- o At the completion of each job, all equipment will be in a clean and working order. Cleaning, repair, or replacement charges will be assessed for equipment contaminated or damaged by site conditions. Equipment contaminated or damaged beyond repair will be charged at actual replacement cost plus 20 percent.
- o Straight time (ST) is 8 a.m. to 4 p.m. weekdays. Overtime (OT) is anytime before 8 a.m. and after 4 p.m. weekdays and Saturdays. Premium time (PT) is Sundays and holidays.
- o There is a \$7.50 per-hour, per-man surcharge for each hour worked in Level A or Level B protection.
- o There is an explosives-handling fee of \$250 per day, per explosives specialist when explosive materials are handled.
- o Expert testimony, including preparation and review time, is charged at 1.5 times normal price list rates.
- o The Company reserves the right to increase personnel rates depending upon local conditions.

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CANNON ENGINEERING (ENGINEEERS)  
ADMINISTRATIVE RECORD

CAN 002

0483

Effective April 1, 1987

O.H. Materials Corp.  
P.O. Box 41  
Windsor, NJ 08561-0041  
609-443-2800



CONFIDENTIAL  
O.H. MATERIALS CORP. (OHM)  
OPERATIONS SUPPORT ANALYTICAL PRICE LIST

ORGANIC ANALYSIS

	Standard Turnaround Time	Per Sample Price	Priority Turnaround Time
Priority Pollutants - GC/MS		\$ 240	\$ 480
VOL - Water		\$ 255	\$ 510
VOL - Soil, Sludges		\$ 150	\$ 300
VOL - Semi-quant Search After 99 Run Water/Soil		\$ 250	\$ 500
M/S - Water		\$ 300	\$ 600
M/S - Soil, Sludges		\$ 100	\$ 200
M/S - Semi-quant Search After 99 Run Water/Soil		\$ 250	\$ 500
A - Water		\$ 300	\$ 600
A - Soil, Sludges		\$ 100	\$ 200
A - Semi-quant Search After 99 Run Water/Soil		\$ 700	\$1,400
Total Package - Water		\$ 750	\$1,500
Total Package - Soil, Sludges		\$ 220	\$ 440
Pesticides - GC/MS		\$ 140	\$ 280
Water/Soil		\$ 150	\$ 300
Pesticides - GC		\$ 220	\$ 440
Water/Soil		\$ 330	\$ 660
Polychlorinated Biphenyls (PCB) - GC/MS		\$ 120	\$ 240
Water/Soil		\$ 140	\$ 280
PCB (SEM)		\$ 100	\$ 200
Polychlorinated Biphenyls - GC		\$ 130	\$ 260
Water		\$ 100	\$ 200
Soil/Sludge		\$ 130	\$ 260
Oil		\$ 100	\$ 200
Air		\$ 100	\$ 200
Surface Wipes		\$ 100	\$ 200
Purgeable Halocarbons - GC (Compound Specific)		\$ 100	\$ 200
Water		\$ 100	\$ 200
Soil/Sludge		\$ 100	\$ 200
Purgeable Aromatics - GC		\$ 100	\$ 200
Water		\$ 100	\$ 200
Soil/Sludge		\$ 100	\$ 200
Purgeable Aromatic and Halocarbons		\$ 180	\$ 360
Water		\$ 100	\$ 200
Soil/Sludge		\$ 170	\$ 340
Phlyene Ethylene - SEM		\$ 50	\$ 100
Herbicides - GC		\$ 50	\$ 100
Water		\$ 50	\$ 100
Soil/Sludge		\$ 50	\$ 100
Samples Requiring Additional Cleanup Due to Matrix Problems		\$ 50	\$ 100
Alumina Cleanup		\$ 50	\$ 100
Fluoride Cleanup		\$ 50	\$ 100
Silica-gel Cleanup		\$ 50	\$ 100
Sulfuric Acid Cleanup		\$ 50	\$ 100
Sulfur Removal		\$ 50	\$ 100
Hydrocarbon Fingerprint - GC		\$ 140	\$ 280

METALS ANALYSIS

Flame Metals (Per Metal)	\$ 20	\$ 40
Water	\$ 25	\$ 50
Soil/Sludge	\$ 20	\$ 40
Hexavalent Chromium Cr - 6		

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CANNON ENGINEERING (BRIDGEWATER)  
ADMINISTRATIVE RECORD

CAN 002

0484

Effective April 1, 1987

Confidential GSN  
Operations Support Analytical Price List

## METALS ANALYSIS (CONTINUED)

	Per Sample Price	
	Standard Turnaround Time	Priority Turnaround Time
Furnace or Hydride Metals (Hg, Se, As) (Drinking Water Detection Limits)	\$ 30	\$ 60
Water.....	\$ 40	\$ 80
Soil/Sediment.....	\$ 150	\$ 300
MCHA - 9 Metals	\$ 200	\$ 400
Water.....	\$ 240	\$ 600
Soil/Sediment.....	\$ 300	\$ 700
Priority Pollutant - 13 Metals		
Water.....	\$ 240	\$ 600
Soil/Sediment.....	\$ 300	\$ 700

## CONVENTIONAL ANALYSIS

Phenols (Total)	\$ 30	\$ 60
Water.....	\$ 30	\$ 60
Soil.....	\$ 30	\$ 60
Cyanide	\$ 30	\$ 60
Total - Water.....	\$ 30	\$ 100
Total - Soil.....	\$ 30	\$ 100
As to Chlorination.....	\$ 25	\$ 50
Oil and Grease	\$ 30	\$ 60
Water.....	\$ 30	\$ 60
Soil.....	\$ 15	\$ 30
Solids	\$ 15	\$ 30
Total Suspended.....	\$ 15	\$ 30
Total Dissolved.....	\$ 15	\$ 30
Total Solids.....	\$ 20	\$ 40
Volatiles Solids.....	\$ 15	\$ 40
Chloride	\$ 20	\$ 40
Water.....	\$ 20	\$ 40
Soil.....	\$ 10	\$ 20
pH.....	\$ 15	\$ 30
Nitrate	\$ 17	\$ 34
Water.....	\$ 15	\$ 30
Soil.....	\$ 15	\$ 30
Sulfate	\$ 17	\$ 34
Water.....	\$ 15	\$ 30
Soil.....	\$ 10	\$ 20
Acidity.....	\$ 50	\$ 100
Alkalinity (With Metals).....	\$ 15	\$ 30
Alkalinity (Without Metals).....	\$ 20	\$ 40
Ammonia.....	\$ 20	\$ 40
Ammonia - Distilled.....	\$ 20	\$ 100
Density.....	\$ 15	\$ 30
Mercuric - (IC and WJ).....	\$ 20	\$ 40
Nitrite.....	\$ 20	\$ 40
Nitrogen - Total Kjeldahl.....	\$ 15	\$ 30
Phosphate - Total.....	\$ 20	\$ 40
Ignitability.....	\$ 45	\$ 90
Flash Point Above/Below Specific Value.....	\$ 20	\$ 40
Flash Point - Specific.....	\$ 20	\$ 40
Reactivity.....	\$ 10	\$ 20
Corrosivity.....	\$ 80	\$ 160
pH.....	\$ 75	\$ 150
Standard Method.....	\$ 115	\$ 230
EP-Toxicity Extraction.....	\$ 115	\$ 230
Solid.....	\$ 100	\$ 200
Oil/Sludged Phase.....		
TCLP Extraction.....		

## DISPOSAL ANALYSIS

Incineration.....	\$1,455	\$2,910
Landfill.....	\$1,620	\$3,240
Aqueous Treatment.....	\$1,475	\$2,950
MCHA Characteristics.....	\$ 950	\$1,900

Page 2 of 3

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CANON ENGINEERING (BROOKHAVEN)  
ADMINISTRATIVE RECORD

CAN 002

0485

Effective April 1, 1987

Confidential OMI  
Operations Support Analytical Price List

DISPOSAL ANALYSIS (CONTINUED)

	Per Sample Price	
	Standard Turnaround Time	Priority Turnaround Time
Compatibility.....	\$ 60	\$ 120
Liquids.....	\$ 60	\$ 120
Solids.....	\$ 10	\$ 20
Odor.....	\$ 10	\$ 20
Color.....	\$ 15	\$ 30
NY State Parameters.....	\$ 975	\$1,950

INVOICING PROCEDURES

- OMI requires an executed contract, signed customer purchase order acceptable to OMI, or signed OMI terms and conditions to commence work.
- It is OMI's practice to progress invoice every 7 days. Progress invoices estimate work performed and costs incurred during the invoice period. A final invoice is issued at the completion of the job which summarizes actual use of rate-sheet items and other costs incurred.
- Applicable federal, state, and local taxes and permit fees are added to our invoice.
- All invoices are due upon receipt. Balances outstanding more than 30 days after the invoice date are subject to a monthly finance charge of 1 1/2 percent per month from the invoice date.
- All rates are stated in United States dollars.
- All rates are subject to change without prior written notice.
- Clients requesting holding of samples will be charged \$10/sample/month.
- The maximum holding of samples will be 12 months.
- Samples will be returned to the client upon completion of the analysis.
- Clients unable to accept sample returns will be charged a disposal fee.
- Data retrieval will be limited to 36 months.
- For subcontracted analysis, a 20 percent surcharge will be assessed.
- OMI will perform analytical services and provide Client with a written report of results within the time limit agreed upon between OMI and Client. OMI's liability in connection with any client whatsoever arising out of or in any way connected with the analytical services provided shall be limited to, at OMI's option, either repeating the samples at OMI's expense or refund of the charge paid for performance of the services. Except as stated herein, OMI makes no warranty, expressed or implied, whether of merchantability or fitness for any particular purpose or use or otherwise of the analytical services performed. In no event shall OMI be liable to Client or any third party for any special, indirect, incidental or consequential damages whatsoever arising out of or in any way connected with the performance of analytical services, the use or loss of use of any report prepared by OMI, for any charge or expense of any nature incurred without OMI's written consent, whether or not OMI has been actively or passively negligent. OMI is solely responsible for performance of the analytical services and no affiliated company, director, officer, employee, agent, or subcontractor of OMI shall have any legal responsibility hereunder, whether in contract or in tort, including negligence. Charges for witness or expert testimony shall be quoted separately and shall be governed under a separate agreement.

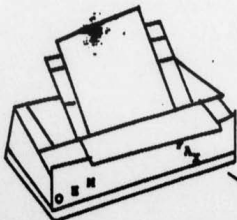
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CANNON ENGINEERING (EMPLOYEES)  
ADMINISTRATIVE RECORD

CAN 002

0486

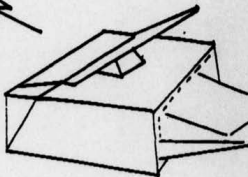
JAN 28 1968



O. E. MATERIALS CORP.  
FACSIMILE TRANSMISSION

TO: Robert Seneff  
LOCATION: Foley, Hoag + Elliot  
TELEPHONE: (617) 483-7372 FAX  
VOICE

FROM: Tom Barlow  
LOCATION: OHM New Jersey Office  
TELEPHONE: (609) 443-2810 WPA  
(609) 443-4091 RESOURCE MGMT  
(609) 443-5326 NJ SHOP  
(609) 443-2800 FAX  
VOICE



COMMENTS: Copy of OHM Catalog Price List and  
Analytical Price List

TODAY'S DATE: 1/28 TIME: \_\_\_\_\_  
NUMBER OF PAGES: 10 INCLUDING COVER

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CANON ENGINEERING (BRIDGEMASTER)  
ADMINISTRATIVE RECORD

CAN 002

0487

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