

CO. CONTRACT NUMBER _____

SERVICE CONTRACT

This agreement (the "Agreement") is made by and between COASTAL REFINING & MARKETING, INC.
(hereinafter referred to as "Company") and BASIC INDUSTRIES INC. (hereinafter
referred to as "Contractor"), whose business address is 9139 WALLISVILLE ROAD, HOUSTON, TEXAS 77029

WHEREAS, Company desires to secure the services described below (herein collectively called "Work"); and

WHEREAS, Contractor is in the business of providing such services and desires to provide the Work in accordance with the terms and conditions contained herein.

Now, therefore, in consideration of the premises and mutual covenants contained herein, Company and Contractor agree as follows:

PART A**1. SCOPE OF WORK.**

During the term of this Agreement, at the times and locations agreed to by the parties, Contractor shall perform and/or provide the Work described in Attachment I hereto and/or such Work as is described in any Work Orders issued pursuant hereto subsequent to the date hereof, all in accordance with any specifications or descriptions thereon.

2. CONTRACT PRICE AND TERMS OF PAYMENT.

2.1 Company shall pay and Contractor shall accept as full and complete compensation for satisfactory performance of the Work, the following Contract Price:

HOURLY RATES AS AGREED TO BY THE PARTIES AND SET FORTH ON THE PERSONNEL SUMMARY AND EQUIPMENT SUMMARY MADE A PART HEREOF AS EXHIBIT C AND EXHIBIT D (pages A-8 and A-9)

Expired 08/09/93
[Signature]

2.1.1 Any additional matters relating to Contract Price are addressed in Attachment I hereto.

2.2 Subject to the other terms and conditions contained herein, Contractor shall submit invoices to Company for the services furnished and any other expenses incurred hereunder. Such invoices shall itemize the charges for services and expenses, shall make specific reference to the Contract Number above, and shall have appended thereto such supporting documentation as may be required for substantiation. Company shall make payment to Contractor within a reasonable period following the receipt and approval of such invoices.

3. **TERM.** Time of performance and the quality of Work shall be of the essence with respect to this Agreement. The Term of this Agreement shall be in effect from the date of execution hereof until one of the following occurs:

3.1 The completion of Work or at a completion date as set out in Attachment I; or

3.2 In accordance with Company's written notice to Contractor to discontinue Work, as of a date certain, for any reason other than unsatisfactory performance; or

3.3 Immediately upon receipt of Company's notice to Contractor, at any time, that Work is not being performed in a reasonable or satisfactory manner, in Company's sole discretion; or

3.4 Upon either party being adjudged a bankrupt, or commencing or having commenced voluntary or involuntary bankruptcy or liquidation proceedings or entering into an assignment for the benefit of creditors

4. INSURANCE

4.1 In addition to other insurance requirements that may be set forth in Part B, Contractor (and its subcontractors) shall maintain in force at its sole cost and expense with insurance companies satisfactory to Company and at all times during the term hereof, insurance sufficient, and as may be required by law, to protect Contractor and Company from and against all claims, demands and causes of action arising by reason of performance of the Work hereunder. Such insurance shall: name Company as an additional insured, except under 4.1.1 below; provide a waiver of subrogation in favor of Company, its agents, employees and representatives, state that such coverage is primary to any other valid insurance available to Company; and provide for notice to Company of cancellation or change thirty (30) days prior to the effect thereof. A certificate evidencing the following coverages shall be delivered to Company prior to commencement of the Work. Such insurance shall provide for coverage of at least the following minimum amounts and shall be written on an occurrence type form, if available:

4.1.1 Worker's Compensation Insurance and Employer's Liability Insurance as provided by Statute, including coverage under U.S. Longshoremen's and Harbor Worker's Act if applicable. Contractor expressly agrees to comply with all provisions of the Worker's Compensation Laws of the state(s) wherein Work is to be performed.

reprehensive General Liability and Property Damage Insurance Bodily Injury and Property Damage,
4.1.2 Combined single limit each occurrence: \$ 1,000,000.00. Such policy shall include Contractual Liability;
products and Completed Operations; Broad Form Property Damage; Premises and Operations; Owner's and
Contractor's Protective; and deletion of Explosion, Collapse, and Underground Hazard Liability, if applicable.
The policy shall contain a severability of interest clause or a standard cross-liability endorsement.

3 Automobile Liability and Property Damage Insurance, including hired, rented or non-owned automobiles: Bodily
Injury, property damage, combined single limit each occurrence: \$ 1,000,000.00.

4.1.4 Umbrella Liability coverage in excess of the coverage in 4.1.2 and 4.1.3 above, with a combined single limit
for Bodily Injury and Property Damage of at least \$ 5,000,000.00.

4.1.5 Professional Liability or Architects and Engineers Errors and Omissions: \$ N/A for
each occurrence.

5 LIABILITY AND INDEMNITY

5.1 Contractor shall protect, defend, unconditionally indemnify and hold Company, its employees, directors, officers,
and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages, and causes
of action of every kind and character, including without limitation judgments, penalties, interest, court costs, and any
legal fees incurred by the Company in defense of same (including attorneys' fees incurred in enforcing this indemnity),
which Company may at any time suffer or sustain or become liable for by reason of any negligent act or omission of
Contractor, or its employees, agents, or subcontractors, with respect to any accidents, damages, or injuries either to
person or property or both of Contractor or of the employees of either party or of any other parties, or to the property
of Company, in any manner arising from or connected with the Work performed hereunder. Contractor's indemnification
obligations shall apply regardless of whether Contractor was solely or concurrently negligent. Further, Contractor shall,
at its own expense, investigate, handle, respond to, provide defense for and defend any claims or suits for which it has
indemnification obligations hereunder and shall bear all costs and expenses related thereto, including costs of settlement.

5.2 Contractor makes no representations, covenants, warranties or guarantees, express or implied, other than those
expressly set forth in this Agreement. In no case shall Company or Contractor be liable for contingent or consequential,
special or indirect damages, except as to Contractor as may result from Contractor's gross negligence or willful
misconduct.

6 NOTICES. All notices and invoices to be given hereunder shall be in writing. Such notices and invoices shall be
deemed given upon the actual date of receipt and shall be mailed or otherwise delivered to the addresses listed below:

If to Company:

INVOICES: COASTAL REFINING AND MARKETING INC.
P.O. BOX 109
CORPUS CHRISTI, TEXAS 78403
ATTN: ACCOUNTS PAYABLE

If to Contractor:

BASIC INDUSTRIES INC.
9139 WALLISVILLE ROAD
CORPUS CHRISTI, TEXAS 77029
ATTN: JOHNNIE DAVIS SR.

7 OTHER CONSIDERATIONS

NOTICES: COASTAL REFINING & MARKETING, INC.
1300 CANTWELL LANE
CORPUS CHRISTI, TEXAS 78403
ATTN: L.J. HOWE

8 This Agreement is composed of this Part A, Part B General Terms and Conditions, all attachments to either of them,
and all Work Orders issued pursuant hereto. This Agreement sets forth the full and complete agreement of the parties and
supersedes any and all proposals, negotiations and representations of the parties made or had prior to the execution hereof relative
to the subject matter of this Agreement. If any of the Work provided for by this Agreement was commenced by Contractor prior
to the execution hereof, this written Agreement shall apply thereto in the same manner as if made before the performance of the
Work commenced. In no event shall the preprinted terms or conditions found on any form sales document or purchase order be
considered an amendment or modification of this Agreement, even if such document is signed by representatives of both parties,
such preprinted terms or conditions shall be considered null and of no effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27 day of JUNE, 19 @.

Company

Contractor

COASTAL REFINING & MARKETING, INC.

BASIC INDUSTRIES INC.

By: [Signature]

By: [Signature]

Title: V.P. & GEN MGR

Title: President (Houston)



CONTRACT NUMBER _____
DATE JUNE 27, 1992
CONTRACTOR BASIC INDUSTRIES INC.

ATTACHMENT I

WORK

COMPANY LOCATION: 1300 CANTWELL LANE, CORPUS CHRISTI, TEXAS 78403

WORK shall begin by JUNE 27, 1992 and shall be completed by
JUNE 26, 1993

Scope of Work:

A ONE YEAR CONTRACT TO FURNISH COMPETENT LABOR AND SUPERVISION FOR INSULATION/SCAFFOLDING AND OTHER SUCH WORK AS IS MORE PARTICULARLY DESCRIBED IN THE SCOPE OF WORK, AND JOB DESCRIPTIONS ATTACHED HERETO AS EXHIBIT A AND EXHIBIT B (pages A-4 through A-7).

CONTRACT PRICE

Contract Price shall include:

REIMBURSEMENT FOR LABOR EXPENDED AND EQUIPMENT USED TO COMPLETE SCOPE OF WORK, IN ACCORDANCE WITH THE RATES SET FORTH ON EXHIBIT C AND EXHIBIT D ATTACHED HERETO.

Other Terms:

Hourly rates, if any, are for actual services rendered and are not applicable to travel time.

All time worked must be recorded on a Company-approved time sheet and approved by Company's designated representative.

ANY AND ALL EXHIBITS HERETO ARE AND SHALL BE INCORPORATED HEREIN AND MADE A PART HEREOF FOR ALL PURPOSES.

EXHIBIT A

SCOPE OF WORK

The Insulation/Scaffolding Contractor will agree to have available at all times; labor, equipment, competent supervision, as well as all other facilities necessary or desirable for the completion of the following:

1. Installing of insulation on Coastal property including but not limited to the following: piping, vessels, drums, tanks, and heaters.
2. Asbestos abatement and removal per Coastal's direction.
3. Scaffolding as required for asbestos removal, insulation, and as required to support other Coastal service maintenance contractors per Coastal's direction.
4. Additional personnel and equipment may be required on an "as needed basis" per Coastal's direction.

Additionally the Contractor will be required to make himself aware of and be in compliance with the following regulations.

1. Normal working hours are from 7 A.M. to 3:30 P.M. and Contractor will not be allowed to charge at a rate other than "straight time" for any employee who has not worked more than 40 hours during the Coastal approved Contractor's pay period except for employee's hours worked during a Coastal designated holiday. Any exceptions to this must be submitted and approved by Coastal.

2. Coastal will request personnel and equipment for routine and planned work each Friday afternoon based on the "Approved Contract Manpower" schedule for the following week. Coastal will not be chargeable for services not requested. When additional services are required an amended "Contractor Summary" will be issued, dated and signed by Coastal's Maintenance Manager. Personnel vehicles and all other Contractor provided trucks and equipment will be charged either hourly or monthly as determined upon selection of the successful bidder. Contractor supplied equipment must be inspected by an authorized Inspector and be maintained in compliance with OSHA standards while working in the plant. The Contractor will be responsible for fueling and maintaining their equipment. All personnel and equipment shall be in compliance with Coastal's Safety Policy.

3. All tools not provided by Coastal will be listed as Small Tools Inventory to be kept in the Contractors Service Truck. All other tools are to be checked out from the Coastal Tool Room. Consumables are to be requested as authorized by Coastal from the Warehouse.

4. Contractor personnel will be required to have and maintain proof that they have received CBBR safety training before starting work on Coastal Property. Additionally a two (2) hour on-site Safety Orientation is required before an employee begins work at Coastal. All Contractor's and employees must provide record of a recent Drug Urinalysis to Coastal Safety Office before beginning work and are subject to drug testing and security checks while on Coastal Property. The cost of the preemployment drug testing will be borne by the Contractor. The Contractor shall provide OSHA required personal protective clothing (including gloves) and shall see to it that all employees wear long sleeves, hardhats, safety glasses and proper footwear. Beginning July 1, 1992 required "Nomex" fire retardant coveralls shall be worn while on Coastal Property. The coveralls shall be permanently marked and shall identify them as contractor's property.

5. For bid purposes two forms are attached. The Personnel Summary sheet for craft positions lists all classifications which are required for the "Base Crew". A suggested minimum crew size is indicated next to the craft positions for information only. The Contractor is invited to submit the rate and terms whereby they would supply a timekeeper and safety man. The Equipment Summary sheet is similar; however neither the personnel nor the equipment levels are guaranteed. Equipment downtime except for tire repair is not chargeable to Coastal, furthermore, in the event of equipment breakdown the cost of the delivery of replacement equipment will be borne by the Contractor. A four (4) hour minimum charge is due the Contractor when equipment is called out. Operator and equipment time will be listed and billed separately. All bidders are required to fill out the rates sheets exactly as set forth on these forms.

Space is provided on the form for the Contractor to list additional crafts or equipment he has available; however only the required craft and equipment rates will be considered in evaluating the bid forms.

A brief job description listing the present duties and responsibilities of the contractor personnel is attached however, Coastal reserves the right to change duties and transfer contractor employees to other duties as the need arises.

6. The rates set forth and agreed to in #5 will be adhered to for the base crew and any additional personnel used during the life of this contract. Any increases or changes to the rates agreed to in this contract must be submitted to and approved by Coastal prior to being implemented. Time sheets shall be turned in to Coastal Maintenance on a daily basis before 9 A.M. the following work day for approval.

7. Contractor will make every effort to minimize his employee turnover. However, Coastal reserves the right to disqualify any contractor employee without reason at any time.

EXHIBIT B

JOB DESCRIPTIONS

GENERAL MAINTENANCE CONTRACTS

All contractor employees must be in good physical condition and are subject to callouts/weekend work/holiday work. Coastal reserves the right to disqualify any contractor employee without reason at any time. The job descriptions listed below are intended to be a guide in determining rates and in our expectations of the quality of people we feel are needed to perform the jobs satisfactorily and safely. The successful bidder is requested to consider the present job incumbents provided they voluntarily apply for employment.

Foreman

1. Must be knowledgeable of OSHA regulations on scaffolding
2. Must be knowledgeable of the various kinds of scaffolding (i.e.. tube, frame)
3. Must be knowledgeable of insulation work (metal work, pipe covering)
4. Must be knowledgeable of asbestos abatement (must be qualified abater and must supervision abatement crew)
5. Must have commerical drivers license
6. Must be a working foreman
7. Must be timekeeper and contact man.
8. Must be able to work closely with our Environment dept.
9. Must have abestos certification card.

Scaffold builder

1. Must be knowledgeable of OSHA regulations on scaffolding
2. Must be knowledgeable of the various kinds of scaffolding (i.e.. tube, frame)
3. Must be cross-trained as insulator and asbestos abater
4. Must have commerical driver's license

Asbestos Abater

1. Must be knowledgeable of asbestos abatement (must be able to supervisor abatement crew)
2. Must be knowledgeable of OSHA regulations on asbestos abatement and removal.
3. Must be cross-trained as a scaffold builder and insulator.
4. Must have commerical driver's license

Scaffold Builder/Insulator

1. Must be trained to do scaffold work, insulation work, and asbestos abatement
2. Must be able to follow supervisor's written and verbal instructions
3. Should be familiar with the various types of scaffolding

EXHIBIT C
PERSONNEL SUMMARY

<u>Positions Required</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>	<u>Employee Pay Rate</u>
Foreman (1)	<u>25.70</u>	<u>34.18</u>	<u>16.50</u>
Scaffold builder (1)	<u>16.39</u>	<u>21.80</u>	<u>10.50</u>
Abater (2)	<u>17.00</u>	<u>22.61</u>	<u>10.50</u>
Scaffold Builder/ Insulator (3)	<u>16.39</u>	<u>21.80</u>	<u>10.50</u>
* Abatement Monitor	<u> </u>	<u> </u>	<u> </u>
* 3rd party Abatement Monitor is on an "as needed" basis			
<u>Other crafts available</u>			
Sub Foreman	<u>21.84</u>	<u>29.05</u>	<u>14.00</u>
2nd Class Insulator	<u>13.27</u>	<u>17.65</u>	<u>8.50</u>
Helper	<u>10.14</u>	<u>13.50</u>	<u>6.50</u>
Laborer	<u>9.36</u>	<u>12.45</u>	<u>6.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

NOTE: NUMBER IN PARENTHESIS ARE PRESENT BASE CREW LEVELS BUT ARE NOT GUARANTEED.

AGREED TO: COMPANY: Basic Industries, Inc.

CONTRACT: Wayne Full

DATE: 6/4/92

EXHIBIT D
EQUIPMENT SUMMARY

<u>Description of Equipment Required</u>	<u>Rate per Hour</u>	<u>Rate per Month</u>
<u>Crew pickup 1/2 ton (1)</u>	<u>4.40</u>	<u>762.00</u>
<u>Decontamination Unit/ Abatement trailer (1)</u>	<u>11.50</u>	<u>2,000.00</u>
<u>Scaffold truck (1)</u>	<u>4.92</u>	<u>850.00</u>
<u>Negative Air Machine</u>	<u>1.50</u>	<u>200.00</u>
<u>* 6'x 6'x 6' scaffold Sections 20 each</u>	<u>5.78</u>	<u>1,000.00</u>

* includes 1 deck, toe boards, and handrails

IN ADDITION, THE CONTRACTOR IS REQUIRED TO PROVIDE ALL SCAFFOLDING MATERIALS AND SMALL TOOLS. NOTE: THE NUMBERS IN PARENTHESIS ARE PRESENT BASE CREW LEVELS BUT ARE NOT GUARANTEED.

AGREED TO: COMPANY: Basic Industries, Inc

CONTRACT: [Signature]

DATE: 6-17-92

A-9

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PART B

GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to all Service Contracts unless specific provision to the contrary is made in Article 7 of Part A hereof or unless a certain provision of this Part B is not applicable to the particular scope of work provided for in Part A.

1. **Definitions**

1.1 **Additional Work** - Additional work is defined as the Work authorized in writing by Company which may extend the scope of the project beyond that originally intended or planned; such Work may involve additional engineering, drawings, specifications, materials, and/or labor in conjunction with the original project.

1.2 **Overtime** - Overtime is defined as time worked beyond Contractor's regularly scheduled work hours. Company must pre-approve in writing all reimbursable overtime hours to be worked.

1.3 **Overtime Compensation** - Overtime compensation shall be limited to the actual cost to Contractor of the overtime portion of applicable wages, plus benefits and such other payroll burdens as are actually required and paid with respect to the overtime.

2. **Contractor's Understandings**

2.1 Contractor shall furnish all supervision, labor, and except as specified otherwise in writing, all equipment, tools, materials, services, and supplies necessary for the proper performance and timely execution of all Work in accordance with the terms of the Agreement.

2.2 Contractor must, by careful prior examination, satisfy itself as to the nature and location of the Work, the general and local conditions, and all other matters which can in any way affect the Work covered by the Agreement. Any information and data supplied or furnished by Company to Contractor is not intended to relieve Contractor from its responsibility to examine with care the nature and location of the Work.

2.3 No oral agreement or conversation with any employee at Company at any time shall affect or modify any of the terms or obligations of these General Terms and Conditions and this written Agreement.

2.4 Company shall have the right to make changes to the Work, either before or after its commencement. Such changes shall be executed only on written order from Company. If Company's requested changes require a price and/or schedule revision, such revisions shall be negotiated and mutually agreed upon by Company and Contractor. Article 14 of this Part B shall be the basis of negotiation.

2.5 Contractor shall not execute changes to the Work on oral notification. Any costs Contractor incurs upon execution of an oral change order shall be for Contractor's account.

2.6 Contractor shall not, without the express written permission of Company, bring onto Company's property any hazardous or toxic materials. If Contractor receives such permission, Contractor shall notify Company as to the identity, location and any suggested appropriate protective measures respecting the hazardous or toxic materials, and, further, shall provide any appropriate Material Safety Data Sheets (MSDS) for same.

3. **Independent Contractor** - Contractor is and shall be deemed to be an independent contractor in respect to all Work covered by the Agreement, and any workers, employees or subcontractors used by it in connection with the Work are not and shall not be considered in any sense to be the employees or servants of Company. Contractor shall have control over the details and means for performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything herein which may seem to give Company the right to direct Contractor, is and shall be deemed to reflect only Company's interest in the intended results of the Work.

4. **Supervision** - Contractor assumes the responsibility for providing supervision, satisfactory to Company, for the equipment, materials, and workmanship used in and the personnel engaged in the execution of the Work covered by the Agreement.

5. **Subcontracts**

5.1 All Work done under the Agreement shall be accomplished entirely by Contractor's own personnel. Neither this Agreement nor any of the Work shall be assigned or subcontracted unless prior written agreement thereto has been obtained from Company. Proposed subcontractor(s), and the Work to be subcontracted shall, if appropriate, be listed in Contractor's bid package. Contractor shall coordinate all subcontractor(s) activities. Nothing contained in the Agreement documents shall create any contractual relationship between any subcontractor and Company or release or relieve Contractor from any of its obligations or liability under the Agreement.

5.2 Contractor shall be as fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed or used by it.

6. **Rights of Various Interests** - Whenever work being done by Company and/or other contractors engaged by Company is contiguous to or related to the Work covered by the Agreement, the respective rights of the various interests involved shall be established by Company.

7. **Identification of Contractor's Personnel**

7.1 Contractor's employees entering Company's premises shall be properly identified as employees of Contractor and shall, while on the premises, conform to all facility safety and other rules of conduct. Contractor's personnel shall also promptly comply with any Company instructions for the prevention of accidents, fire hazards, and other unsafe or perilous practices.

- 7.2 Company reserves the right to refuse admittance to its facilities to an employee of Contractor for any reason whatsoever; and such refusal shall not constitute cause for claim or damages.
- 8 **Permits** - Contractor shall obtain all licenses and permits, if any, required by the local governing authorities with respect to the performance of the Work.
9. **Contractor's Insurance** - Additional insurance, to be obtained and kept in force by Contractor at its expense, may be stipulated by Company. In such instances, the type and amount of insurance required shall be specified in the Agreement under Article 7 of Part A, "Other Considerations". Contractor shall have its insurance carrier or carriers furnish to Company certificates confirming that all additional insurance required under the Agreement is in full force and effect, and that all requirements of Article 4.1 of Part A have been met with respect to such additional insurance.
- 10 **Company's Operations** - Contractor shall conduct its Work in such manner that it will not interfere with the continuing operation of Company's business. Where Work is to be performed that will interfere in any way with such continuing operation, Company shall be consulted, and before any such Work is undertaken, an agreement shall be reached as to the sequence to be followed.
11. **Order of Completion - Use of Completed Portions** - Company shall have the right at any time to take possession of and use any completed or partially completed portion of the Work. Such taking possession and use shall not ~~per se~~ be deemed an acceptance of any part of the Work so taken. If such taking possession or use increases the cost of or delays the Work, the Contractor shall be entitled to equitable extra compensation and/or extension of time, as the parties may agree. Company and Contractor shall mutually agree as to whether Company or Contractor is liable for damages that may occur and the extent of Contractor's responsibility therefor, if any, when Company's operational needs dictate use of partially completed Work.
- 12 **Defective Work and Materials - Expediting Work - Correcting Deficiencies and Failure to Expedite Work**
- 12.1 If, in the opinion of Company, any workmanship performed, or materials, supplies, machinery, or equipment furnished by Contractor or its subcontractors do not conform to the drawings and specifications or are in any way defective, or Contractor has at any time failed to remedy any imperfections in the Work with promptness and diligence or failed to comply with any of the provisions of Attachment I of the Agreement, Contractor shall remedy, at the written request of Company and to the satisfaction of Company, any such deficiency. In the event Company decides any such deficiency is not sufficiently important to require Contractor to replace or rebuild, a monetary amount determined by Company, covering such deficiency shall be paid to Company by Contractor or shall be subtracted from Contract Price if payments are due Contractor.
- 12.2 Should Contractor at any time refuse or neglect to supply what, in Company's opinion, is a sufficient number of properly skilled employees or suitable equipment, or fail to complete the Work within the time fixed in Attachment I, or fail in any respect to prosecute the Work with promptness and diligence, Company shall have the authority, upon five (5) days written notice, to require the Contractor to supply proper employees or equipment and/or to proceed promptly and diligently with the Work.
- 12.3 If Contractor does not, immediately upon receipt of such written request, undertake and proceed with due diligence to remedy such deficiencies or at the end of the five days' written notice fails to expedite the Work, Company may remove the Contractor from all or part of the Work and take possession of all materials, supplies, machinery, equipment and tools in connection therewith. Company may then complete the Work or have the Work completed by others. The expense for completing the Work shall be deducted by Company from any monies due the Contractor. If such expense exceeds the sum due Contractor, then the Contractor shall pay Company the amount of such excess within fifteen (15) days of receiving notice of the excess so due. Company shall not be obligated to complete or have others complete the Work at the lowest cost possible, but may make expenditures which in its sole judgment are calculated to affect most expeditiously the timely completion of the Work.
- 13 **Suspension of Work**
- 13.1 Company shall have the right to require Work to be discontinued, in whole or in part, for such time as may be necessary should any contingencies make it desirable so to do. Contractor shall resume the Work as soon as possible, but no later than five (5) days after receiving notification from Company to so resume. Company shall not be held liable for any damage to Contractor or loss of anticipated profit on account of the Work being stopped, or for any costs for Work done during the interval of suspension. Extension of time, if justified, shall be granted to Contractor, but such extension shall not be a basis for any claim for additional compensation by Contractor and shall not release the Contractor from any of its obligations. Company will, however, pay Contractor for reasonable costs incurred during the suspension, such as, but not limited to, labor cost, equipment cost, depreciation, interest, and insurance, provided Contractor can show proof acceptable to Company that personnel and equipment idled could not have been put to work elsewhere.
- 13.2 At any time during a Work suspension period, Company shall have the right to have craftsmen maintain or change any of its existing facilities and equipment on the Work site and the right, at any time, to use any portion of its property for its work, in which case Company will be responsible for facilities maintained or changed or property so used.
- 14 **Additional Work**
- 14.1 Monetary adjustment for Additional Work shall be made on a lump-sum, unit price, or other equitable basis as mutually agreed to. To the extent that any of such Additional Work can be anticipated, it shall be mentioned by Company in Attachment I to Part A hereof. Contractor shall not proceed with any Additional Work without written approval from Company.
- 14.2 Billings for Additional Work, delays caused by Company, or damages to Contractor's equipment or supplies for which Company is responsible, shall be invoiced separately and shall not be accepted by Company if Company had not been notified by Contractor within twenty four (24) hours after such occurrence and Company had not thereafter acknowledged in writing that the billing was justified.

15. Specification and Drawings

15.1 Specifications and/or drawings, if any, that form a part of the Agreement are intended to delineate the technical requirements, the quality of materials, the quality of workmanship, and the physical and operating characteristics for the finished Work.

15.2 Contractor shall bring to the attention of Company any apparent contradictions or ambiguities between the drawings, specifications and other contract documents. All such discrepancies shall be remedied before Contractor proceeds with the Work affected.

15.3 All Work that may be called for in the specifications and is not shown on the drawings, or Work which is shown on the drawings and not called for in the specifications or other contract documents, shall be executed and performed by the Contractor as if described in all the contract documents.

15.4 Any Work and/or material which is not denoted in the specifications, drawings and other contract documents, either directly or indirectly, but which is nevertheless necessary in order to properly carry out what is denoted therein, is implied as a requirement and Contractor shall treat same as a requirement and shall perform all such Work and/or supply such materials as fully as if they were particularly delineated or described.

15.5 Should it become evident that additional details are required to clarify the specifications and/or drawings for Contractor to perform the Work, Contractor shall so inform Company and the required details will be arranged for by Company to the extent that Company considers such details necessary for the execution of the Work. Such details shall be consistent with the purpose and intent of the Work, they shall not constitute cause for claim of Additional Work, and all details so provided shall be considered part of the Agreement.

15.6 Specifications and drawings furnished by Company, or prepared by Contractor or third parties as part of the Work, remain the property of Company and shall be considered confidential information, and shall be turned over to Company at the completion of the Work.

16. Confidential Information - Contractor agrees to hold confidential and not to divulge or allow its employees, agents, or subcontractors to divulge to third party(ies), and not to use in any way with any person, without Company's prior written consent, any and all technical information and/or proprietary business information revealed, directly or indirectly to Contractor by Company or any of its affiliated companies or resulting from Work done by Contractor for Company, except, and only to the extent that and when such information is or comes into the public domain. These obligations of confidentiality shall survive the termination of the Agreement regardless of the cause or reason for termination.

17. Contractor's Equipment & Facilities

17.1 All Contractor's equipment must be positively identified with Contractor's name by stamp or other suitable marking.

17.2 Equipment, materials, tools and any other items not being used for the Work, shall not be permitted at the Company premises.

17.3 If any Company-owned tools and equipment are loaned to Contractor, they must be returned to Company's toolroom by the date specified by Company's personnel.

17.4 Contractor shall not locate any permanent facilities within Company facilities, except with the knowledge and written consent of Company. Such facilities include offices, fabrication areas, equipment parking, and maintenance locations. At Company's discretion, suitable space for a field office, material and equipment storage area, fabricating, etc., may be designated by Company as required in connection with the Work. At the completion of the Work, Contractor will be required to remove these temporary facilities from Company facilities and leave the impacted area in its original condition.

18. Contractor's Personnel - It shall be the Contractor's responsibility to ascertain that all Contractor's personnel are qualified in accordance with accepted industry standards for the different trades and classifications in which such personnel will be utilized. Company shall have the right to review qualifications of personnel proposed for the Work or engaged therein and to reject or remove any considered by Company to be unqualified. Such removal shall not be the cause of a claim for damages by Contractor.

19. Contractor's Compliance with Legal Requirements

19.1 In the performance of the Services, Contractor shall comply, and shall require each of its subcontractors to comply, with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the performance of this Agreement. Contractor further agrees to indemnify and hold Company harmless from and against any cost, expense, attorney's fee, citation, fine, penalty and liability of every kind and nature which might be imposed by reason of any asserted or established violation of any such laws, orders, rules and/or regulations. To the extent that this Agreement covers services and/or supplies subject to the provisions of Executive Order No. 11246 dated September 24, 1965, as amended and supplemented, the provisions of Sec. 202, subparagraphs (1) through (7) of said Order are, with the rules, regulations and orders of the Secretary of Labor thereunder, made a part hereof as fully as if copied herein in full. Contractor hereby certifies that it will comply fully with Executive Order 11246 as amended by Executive Order 11375, and the rules and regulations issued thereunder.

19.2 Occupational Safety and Health Act: Contractor shall perform the Work to comply with all applicable rules, regulations, orders, standards and interpretations promulgated under the Occupational Safety and Health Act (1970), as amended as of the date of performance hereunder. If, during the performance of the work any administrative, executive or legislative changes arise regarding the Occupational Safety and Health Act (1970), as amended, Contractor and Company shall mutually agree upon any changes required in the Work and such changes shall be treated as Additional Work.

19.3 **Affirmative Action and Equal Employment Opportunity:** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin; and it will take affirmative action to ensure that all applicants for employment and all employees during employment are treated without regard to their race, religion, color, sex, national origin, veteran status, handicap or minority business enterprise. Contractor will comply with all laws and regulations relating to affirmative action, equal employment opportunities and non-discrimination. Upon request, Contractor will provide written certification of this compliance to Company. Further, the regulations issued under the Rehabilitation Act of 1973 in Title 41, Chapter 60, Part 60-741 of the Code of Federal Regulations and the regulations issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1974 in Title 41, Chapter 60, Part 20-250 of the Code of Federal Regulations are incorporated herein by reference, as appropriate.

19.4 **Compliance with the Wage Hour Laws:** Contractor shall comply with all applicable federal and state wage and hour laws for all Work performed under this Agreement.

20. **Materials** - Items to be supplied by Company will be made available to Contractor at Company's normal storage locations, which shall be made known to Contractor, unless otherwise specified. Company shall retain the right to stipulate in the Agreement what items, if any, of the materials, supplies, tools, machinery, and equipment required to perform the Work are to be delivered to the job site by Contractor. Items specified for procurement by Contractor shall be furnished in accordance with the following paragraphs.

20.1 All materials, supplies, machinery, and equipment purchased by Contractor that become a permanent part of the Work shall meet Company's specifications and/or standards.

20.2 When Work is done on a reimbursable basis, Contractor shall furnish Company, when requested, copies of all purchase orders for such materials, supplies, machinery, and equipment, at the time the orders are placed.

20.3 Materials, supplies, machinery, and equipment purchased and/or incorporated in the Work that do not meet the requirements of Company's specifications and/or standards, and are not approved specifically by Company, may be subject to rejection by Company; if rejected, the replacement with materials, supplies, machinery, and equipment that do meet specifications and/or standards, including all labor required for such replacement, shall be at Contractor's expense.

21. **Inspection**

21.1 Company shall have the right at all times to inspect and accept or reject any part of the Work, materials, supplies, machinery, or equipment. If Company specifications and/or any laws or ordinances or otherwise specified governmental authority require any part of the Work to be tested or approved, Contractor shall give at least twenty-four (24) hours or the required notice of its readiness for inspection, and Contractor shall promptly have same performed pursuant to such laws, ordinances or public authority. If any part of the Work be covered up without approval or consent of Company, it must, if required by Company, be uncovered for inspection and recovered at Contractor's expense.

21.2 Inspections performed by Company or any omissions or failures on the part of Company to inspect, disapprove or reject any Work, materials, supplies, machinery or equipment shall not be construed in any way to relieve the Contractor of its responsibilities and liabilities under the terms or obligations stated in any and/or all documents that form the Agreement.

22. **Warranties**

22.1 Contractor warrants that the Work shall be of good quality, free from fault or defect, performed in accordance with nationally recognized professional codes and standards and sound industry practices, and shall conform to the specifications of this Agreement.

22.2 For a period of twelve (12) months following the start of commercial operation of the Work, if the Work does not conform to the specifications, or is found to be defective, and the same is reported to Contractor by Company promptly after recognition thereof, Contractor shall at no cost to Company, furnish all services necessary, including labor and parts, to correct such defective Work as soon as possible after receipt of such report from Company. In the event Contractor fails to correct said nonconforming and/or defective Work within a reasonable period of time, Company shall have the right to otherwise perform or have performed such corrective services, the costs of which shall be for Contractor's account.

23. **Cleaning-up**

23.1 During execution of the specified Work, Contractor shall keep the Work site clear of debris and materials so as not to interfere with normal operations at the facility. Upon completion of the Work, Contractor shall clear the work site of all debris, materials, and equipment and leave the Work site "broom clean" and ready for Company usage. Final payment will not be made if the area is not clean and safe. Contractor shall dispose of debris as instructed in writing by Company.

23.2 Contractor shall inform Company immediately if, during the course of the Work, Contractor produces or determines that it is handling any material which could be classified as hazardous waste pursuant to any federal, state or local environmental law or regulation. In the event Contractor is handling a hazardous waste, Contractor and Company shall consult on the proper handling and disposal of same. Contractor shall scrupulously follow any Company instructions in relation thereto, and Contractor shall indemnify Company for and hold harmless Company from any claims or expenses whatsoever which may arise from Contractor's failure to inform Company of the presence of hazardous waste or its failure to follow Company's instruction on handling or disposal of same.

24. **Force Majeure** - Occurrences beyond the control of Company and/or Contractor, which cause delays or bar either party from carrying out its obligations under the Agreement shall not constitute default of the terms of the Agreement. Occurrences such as, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request by any governmental authority, act of war, rebellion, sabotage, fires, floods, explosions, riots and strikes, failure of power

and other similar occurrences which are beyond the reasonable control of the party are included, provided the affected party promptly notifies the other of such occurrence.

25. **Unavoidable Delays - Extension of Time** - Should the Contractor be delayed in the prosecution or completion of the Work by the act, negligence or default of Company or any other contractor employed by Company under another agreement, or by occurrences constituting Force Majeure or by any other cause which is determined by Company to be beyond the reasonable control of the Contractor, who cannot avoid the delay by any reasonable effort, then the time of execution of the Work and/or the established completion date may be extended. The extension period shall be determined and fixed by Company. No such extension shall be made unless a claim therefor is presented, in writing, to Company within twenty four hours of the occurrence of such delay.

26. **Final Payment**

Final payment shall be made within thirty (30) days of: (a) receipt of invoice, or (b) final inspection and acceptance of the Work by Company, whichever is the later date. The making and acceptance of the final payment shall not constitute a waiver of any claims by Company, including those arising from faulty Work appearing thereafter. Payments due by Company may be withheld on account of defective Work not remedied, and unadjusted damage or alleged damage by the Contractor to third parties.

27. **Waiver of Liens**

27.1 To the full extent permitted by law, Contractor hereby waives and releases any and all rights of mechanic's lien and other rights of lien for payment for services and labor furnished by Contractor in performance of this Agreement and otherwise granted by law. Contractor shall require each of its subcontractors to agree in writing to the waiver of such lien rights as a condition to the granting of a contract to the subcontractor.

27.2 Contractor hereby authorizes Company to deduct from any amount due to Contractor pursuant to this Agreement or any other agreement between the parties, any amount which may be payable by Contractor to Company and any amount for which Company may become liable to third parties by reason of Contractor's actions and performing or failure to perform Contractor's obligations under this Agreement; in the event that any claim is made by any third party against Company or Contractor arising under this Agreement, or any other indebtedness shall exist which shall reasonably appear to be the basis for a claim of lien, Company may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Company to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to perform the Work and to protect Company as elsewhere provided herein. Contractor shall indemnify Company for liens by subcontractors arising out of this Agreement after Company's acceptance of the Work.

28. **Audit**

28.1 Contractor shall maintain adequate books, payrolls, and records satisfactory to Company in connection with any and all Work performed hereunder and shall retain all such written materials for a period of not less than two (2) years after completion of Work. Company and its duly authorized representative shall have access at all reasonable times to the said written materials and shall have the right to audit the same at any reasonable time or times, and to submit claims, if any, within two years after completion of the Work.

28.2 The audit provision applies to agreements awarded on a cost-plus, unit price or reimbursable basis and is extended to agreements awarded on a lump-sum basis when requirements such as labor hours, equipment time, cost of materials, parts, supplies, or other items thereof, are billable on a reimbursable basis. The audit provision in such cases applies only to the reimbursable portion.

29. **Ownership of and Responsibility for Materials, Equipment and Work**

29.1 Contractor shall retain ownership of the materials it furnishes until same are installed as a part of the Work and the Work is accepted by Company or Company has taken possession of same in accordance with Article 12.3. Contractor shall be responsible for all materials and equipment it furnishes, for all materials delivered by Company to it, for all Work completed or in progress until final acceptance of the Work pursuant to the terms of the Agreement; and Contractor shall be obligated at its own cost and expense to reconstruct, repair, or replace any such materials, supplies, machinery, equipment and Work that may be damaged, destroyed or lost before final inspection and acceptance of Work by Company.

29.2 Any damage to the materials, supplies, machinery, equipment and Work, however, caused by the negligence, or willful acts or omissions of any employee of Company, shall be reconstructed, repaired, or replaced by Company or, at Company option, by Contractor under the provisions of the Additional Work clause and/or other applicable provisions hereunder.

30. **Removal of Equipment and Material** - In case of termination of the Agreement before completion for any cause whatever, Contractor, if notified to do so by Company, shall promptly remove any part or all of its equipment and supplies from the property of Company, in accordance with Company's established procedure as made known to Contractor. Company shall have the right to remove such equipment and supplies at the expense of Contractor if Contractor does not comply within seven calendar days of notification.

31. **Legal Representative and Successors** - The agreements and terms hereof shall inure to the benefit of and be binding upon the legal representatives and successors of Company and/or the Contractor.

32. **Assignment** - Contractor may not assign this Agreement, or any portion thereof, without the prior written consent of Company.

33. **Safety, Fire and Security**

33.1 All Contractor's personnel while on the Company's premises shall adhere to the safety, fire, and security rules and procedures issued by Company and which are applicable to activities at the Work site. Any violation of these rules by the Contractor's personnel and/or the Contractor or its subcontractors may result in the immediate cancellation of the

Agreement and/or other action deemed necessary by Company. Specific requirements and/or safety procedures may be stipulated in these documents when unusual safety precautions are necessary.

33.2 It shall be the Contractor's responsibility to acquire a full and complete understanding of Company's Safety, Fire and Security Regulations. Prior to starting the Work, the Contractor and its designated representative, if any, shall obtain an explanation of the applicable regulations from the Company.

33.3 Contractor or its employees or subcontractors who may operate any vehicle within the Company premises must be in possession of valid driver's licenses applicable to the type of vehicle being operated.

33.4 Contractor shall inform Company of any potential safety hazards observed while performing the Work and shall notify Company promptly of any damage to equipment and all circumstances of any unusual nature that involve Company and that are related to the Work being performed in accordance with the Agreement.

33.5 Contractor shall make immediate telephone notification to Company and shall submit to Company, within forty-eight (48) hours of occurrence, a written report on all accidents, including near-misses, in which Contractor's employees and/or equipment are involved.

33.6 Company shall inform Contractor of known hazardous materials in Company's workplace to which Contractor's employees may be exposed while performing their jobs and any suggested appropriate protective measures.

33.7 Contractor shall assure, above and beyond Company's responsibility regarding hazardous materials notification noted above, that Contractor's employees are kept informed of such notification given by Company.

34. Controlled Substances - The possession, use, manufacture, distribution, or transfer of any illegal drug or controlled substance is prohibited at Company premises. The violation of such prohibition by Contractor or its personnel may, at Company's option, be deemed to be a material breach of this Agreement. Any employees, agents, or subcontractors of Contractor who violate this prohibition or who are at work at Company's premises under the influence of controlled substances are subject to immediate removal from Company's premises and such removal shall not constitute any cause for claim or damages.

35. Publicity Releases and Photographs - Contractor shall obtain Company approval prior to making publicity releases or announcements regarding Work or Contractor's dealings with Company. It is strictly prohibited to photograph areas or specific pieces of equipment within Company's premises, without prior permission in writing from Company.

36. Governing Law - The Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

37. Communications Equipment - Operation of portable and other mobile communication equipment within the Company's premises is not permitted, unless prior written approval has been obtained from Company.

38. Termination - Company shall have the right at any time to terminate the Agreement upon giving at least five (5) days notice, in writing, to Contractor, in which event Contractor shall be entitled to the full amount of Company's estimate of the percentage of Work done under the terms and conditions of this Agreement up to the time of such termination. Contractor shall be reimbursed by Company for non-cancellable obligations undertaken specifically for performance hereunder and such other expenses as are required in preparing for and moving from the Work; the intent being that an equitable settlement shall be made with Contractor. However, the reimbursement provisions of the preceding sentence shall not apply to terminations pursuant to Article 3.3 of Part A hereof or Article 12.3 of this Part B, in either of which case Company's only reimbursement obligation to Contractor shall be payment for work satisfactorily completed to the date of termination.

39. Validity and Waiver

39.1 In the event any section, or any part or portion of any section of this Agreement shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that section, or any other section hereof.

39.2 Company's failure to insist on performance of any term or condition or instruction, or to exercise any right or privilege included in this Agreement, shall not constitute a waiver of same and shall not thereafter waive any such term or condition or instruction and/or any right or privilege. Nor shall Company's waiver of any breach of any term of this Agreement constitute a waiver of any subsequent breach or breaches of such term or impair Company's right to avail itself of remedies under this Agreement or at law or equity.

06-23-93 11:56AM

P01

FAX TRANSMITTAL

TO: Mr. Johnnie Davis Sr.

FROM: STEVEN C. FOSTER

CONTRACT ADMINISTRATOR

(512) 887-4240 PHONE

(512) 887-4243 FAX

NUMBER OF PAGES: 1 page

John, as you know, we are in process of re-bidding the Insulators, Scaffold builders,
Asbestos abaters contract. Coastal asks for you to sign on the line below indicating
your approval to continue the existing contract until such time as a new contract
can be awarded, to the successful bidder.

For Coastal, I thank you for your help in this matter.

Date: June 23, 1993

Date: June 23, 1993

By: Johnnie Davis Sr.

By: Steven C. Foster

Basic Industries, Inc.

Coastal Refining & Marketing, Inc.

MAILING ADDRESS: COASTAL REFINING AND MARKETING, INC.
P.O. BOX 109
CORPUS CHRISTI, TEXAS. 78403

PHYSICAL ADDRESS: COASTAL REFINING AND MARKETING, INC.
1300 CANTWELL LANE
CORPUS CHRISTI, TEXAS. 78303

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RAM 0001765

FAX TRANSMITTAL

TO: Mr. Johnnie Davis Sr.

FROM: STEVEN C. FOSTER

CONTRACT ADMINISTRATOR
(512) 887-4240 PHONE
(512) 887-4243 FAX

NUMBER OF PAGES: 1 page

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For Coastal, I thank you for your help in this matter.

Date: June 23, 1993

Date: June 23, 1993

By: _____

By: _____

Basic Industries, Inc.

Coastal Refining & Marketing, Inc.

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P.O. BOX 109
CORPUS CHRISTI, TEXAS. 78403

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RAM 0001766



9139 Wallisville Rd. • Houston, TX 77029 • Phone (713) 671-9036 • FAX (713) 675-8691

1. H. OK but
must have doc.
for file CAS
3-3-93

March 3, 1993

Coastal Refining & Marketing
1300 Camwell Lane
Corpus Christi, Texas 78403

Attention: Larry Huwe

Reference: Basic Job No. 6629 Turnaround

Dear Mr. Huwe:

As per your request the following employees have been through Houston Area Contractors Safety Council:

Juan Gonzalez	461-97-4363
Jose G. Galvan	461-97-3983
Hermilio DeLeon	460-97-6181
Alfredo Madriz	461-17-9202
Valentin Mendoza	465-17-6868
Bulmaro Barragan	548-06-6801

This council provides basically the same training as the council in Corpus Christi.

In lieu of going to the training in Corpus Christi we request your approval to use the employees listed above who have already been through the council here in Houston. This will save everybody time so that the employees may get to the jobsite in a more timely manner.

Sincerely,

BASIC INDUSTRIES, INC.

Johnnie L. Davis

Johnnie L. Davis, Sr.
Asbestos Abatement Manager

JDS:mf(A3-3-93) (#2-93)

CAS

we'd like to
have local CBSC
TRAINING ID BASIC
has found who have
been through Houston
EQUIVALENT TRAINING.
THIS WILL DEPOSIT
PRE-SCAFFOLD WORK &
THE HEV. Mary Jy

a: REC JW
DE SF
AD SF
RZ
TS
UP
NP



Coastal
The Energy People

This was for
Basic - ~~6mctt3~~

DATE: 6-12

TO: Jerry Jaros

FAX NO. 7132

FROM: Harry Hutchinson

COASTAL REFINING & MARKETING, INC.
P.O. BOX 521
CORPUS CHRISTI, TEXAS 78403
FAX NO. (512) 887-4179

NO. OF PAGES INCLUDING THIS PAGE: ~~2~~ 3

COMMENTS: Please review and approve - Note
the excess liability of \$4,000,000 - we have been
asking for \$5,000,000 - Also please review the
asbestos policy.

RAM 0001768

Note: Response is
Attached and Risk
Mgmt stamped the Fax

RETURN THIS FILE TO
COASTAL RAM
RECORDS
MAINTENANCE
BOX FOLDER 2430/32
LOCATION CC TX

ASBESTOS CONTROL TEAM

RAM 0001769

SERVICE CONTRACT

This Contract made this 18th day of November, 1991, between Coastal Refining and Marketing, Inc.
a corporation corporation, with offices at Houston, Texas
hereinafter called "Company," and Asbestos Control Team, a company
with offices at 6618 Hunt Drive, Corpus Christi, TX hereinafter called "Contractor"
78413

WITNESSETH:

WHEREAS, Company desires to secure the services described below, herein collectively called the "Services"; and

WHEREAS, Contractor is in the business of providing such Services:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties hereby agree as follows:

1. **TERM.** The term of this Contract shall be in effect from date of execution until
terminated by the occurrence of any one of more of the following:

- a. Upon completion of the performance of the Services; or
- b. Upon five (5) days written notice by Company of its intention to terminate this Contract, mailed or otherwise delivered to Contractor; or
- c. Upon Company's written notice to Contractor at any time in the event that, in Company's sole discretion, the Services are not being performed in a manner deemed reasonable by Company.

In the event of termination prior to completion of the Services as provided herein, Company shall pay Contractor an amount proportionately based on the Contract Price for Services satisfactorily performed up to the effective date of termination, and Company shall be relieved of any liability to Contractor for any Services performed after the effective date of termination.

2. **CONTRACTOR'S AND COMPANY'S SERVICES.** At times and locations designated by Company's representative, Contractor shall perform the Services more particularly described in the Exhibit "A" attached hereto and herein incorporated by this reference. Contractor agrees that the Services shall be performed in a workmanlike manner with due diligence and without undue delays or interruptions. Contractor further agrees that the Services shall be performed as economically as possible with the minimum number of employees, materials, and equipment necessary to perform such Services. In Company's sole discretion, any of the Services may, from time to time, be performed by Company or others, and such work shall not be considered to be Services performed pursuant to this Contract. Company shall perform the work, if any, more particularly described in Exhibit "A".

3. **CONTRACT PRICE AND TERMS OF PAYMENT.** In consideration of Contractor's satisfactory performance of the Services, Company agrees to pay Contractor as full and complete compensation for such Services the amount, herein called the "Contract Price," set forth in Exhibit "A". The terms of Company's payment of the Contract Price are also forth in Exhibit "A".

4. **COMPANY'S REPRESENTATIVES.** Company's representatives who may authorize Services to be performed hereunder or who may terminate this Contract are any Company officer or any other Company employee who may be designated in writing by an officer of Company.

5. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Contractor is an Independent Contractor in the performance of each and every part of this Contract and that Contractor's employees shall be subject to Contractor's sole and exclusive supervision, direction and control and shall not be deemed, in fact or in law, to be employees of Company. Company shall have the right generally to oversee and inspect the performance of the Services of Contractor to insure the satisfactory completion thereof, it being understood and agreed that Company is not associated or connected with the actual performance or details of the Services to be performed pursuant to this Contract, as Company is interested in and looking only to the end result to accomplished. Contractor shall be solely liable for all labor, material and other expenses in connection with Services performed by Contractor pursuant to this Contract.

6. **LIABILITY AND INDEMNITY.** Contractor shall indemnify and hold Company harmless from and against all damages, losses, claims, demands, causes of action, liens, expenses and other liabilities arising out of or in connection with this Contract, except to the extent that such are caused by Company's negligence. In those matters which Contractor is required to indemnify and hold Company harmless, and to the same extent to which Contractor is required to do so, Contractor shall defend claims asserted against Company and pay costs, expenses and attorney's fees incidental thereto and judgments resulting from such claims. Company shall have the right, at its option, to participate in the defense of each such claim without relieving Contractor of any obligation hereunder.

7. **INSURANCE.** Contractor shall maintain in force at its sole cost and expense, with insurance companies acceptable to Company, insurance policies of the types and in the minimum amounts and with the terms and conditions set forth in the Exhibit "B" attached hereto and herein incorporated by reference.

8. **SUBCONTRACTORS AND ASSIGNMENT.** Contractor shall not assign this Contract or subcontract the whole or any part of the Services to be performed by Contractor hereunder without Company's prior written consent. Company's consent to any such assignment or subcontract shall not relieve Contractor or its surety, if there be a surety, of any liability for the full and faithful performance of this Contract according to its terms and conditions.

9. **CONFIDENTIAL INFORMATION.** Contractor agrees to keep all information secured in connection with or as a result of performing the Services in strict confidence; not to divulge or to permit its employees, agents or subcontractors to divulge such information, or any part thereof, to any party other than Company without the prior written consent of Company; and not to allow any person on any job site other than Contractor, Contractor's employees and subcontractors or persons authorized by Company. The obligations contained in this section shall survive the termination of this Contract regardless of the cause or reason for termination.

10. ADDRESS. All notices and invoices to be given hereunder shall be in writing, except as otherwise agreed by Company and Contractor. Such notices and invoices shall be mailed or otherwise delivered to the party to be notified at its address set forth above or such other address as the party to be notified may have designated prior thereto, and shall be deemed given when received by the party to be notified; provided, however, that notice to Contractor of termination of this Contract may be given at the job site.

11. COMPLIANCE WITH LAWS. In the performance of the Services, Contractor shall comply, and shall require each of its subcontractors to comply with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the performance of this Contract. Contractor further agrees to indemnify and hold Company harmless from and against any cost, expense, attorney's fee, citation, fine, penalty and liability of every kind and nature which might be imposed by reason of any asserted or established violation of any such laws, order, rules and/or regulations. To the extent that this Contract covers services and/or supplies subject to the provisions of Executive Order No. 11246 dated September 24, 1965, as amended and supplemented, the provisions of Sec. 202, subparagraphs (1) through (7), of said Order are, with the rules, regulations and orders of the Secretary of Labor thereunder, made a part hereof as fully as if copied herein in full.

12. GOVERNING LAW. This Contract shall be governed by, and construed in accordance with, the internal laws of the State of Texas

13. AMENDMENTS. No amendment or modification of this Contract shall be valid unless evidenced in writing, signed by or on behalf of Contractor and by an officer of Company.

14. CONTRACT IN ENTIRETY. This Contract sets forth the full and complete agreement of the parties hereto. This Contract supersedes any and all proposals, negotiations and representations of the parties made or had prior to the execution hereof relative to the subject matter of this Contract. If any of the Services provided for by this Contract were commenced by Contractor under oral agreement prior to the execution of this Contract, this written Contract shall apply thereto in the same manner as if made before the performance of the Services was commenced. IN THE EVENT OF ANY CONFLICT BETWEEN (i) THE PROVISIONS OF THE BODY OF THIS CONTRACT, AND (ii) THE PROVISIONS OF ITS ATTACHED EXHIBITS OR THE PROVISIONS OF ANY OTHER ATTACHMENTS HERETO, THE PROVISIONS OF THE BODY OF THIS CONTRACT SHALL PREVAIL AND CONTROL THE OPERATION OF THIS CONTRACT.

15. SUCCESSORS AND ASSIGNS. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. ADDITIONAL PROVISIONS.

Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
all attached hereto and

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

Asbestos Control Team

(Contractor)

ATTEST:

Assistant Secretary

DATE: 12-11-91

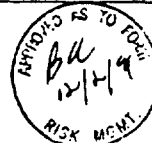
Coastal Refining and Marketing, Inc.

(Company)

ATTEST:

DATE: 1-9-92

Assistant Secretary



000-0023 (9-90)

RAM 0001771

EXHIBIT "A"

To be attached to and become a part of that certain Service Contract dated November 18, 1991, but to be and become effective as of date of execution, 19 , between Coastal Refining & Marketing, Inc. ("Company") and Asbestos Control Team ("Contractor")

CONTRACTOR'S SERVICES

1. Provide Asbestos Abatement Services within the Refinery.
 2. Provide Insulation Services within the Refinery.
 3. Erect and dismantle scaffolds on an as needed basis within the Refinery.
- All the above services are to be provided on an as needed basis.

COMPANY'S SERVICES

Provide direction and support as needed.

CONTRACT PRICE AND TERMS OF PAYMENT

Per Rate Schedule attached as Exhibit D.

It is understood and agreed that Contractor shall not be entitled to any Company benefits normally extended by Company to its own employees and that the Contract Price is the total consideration payable hereunder.

Contractor shall invoice Company for work performed and shall furnish Company with copies of receipts and other evidence of amounts invoiced and with evidence that all labor and material claims for which Contractor is responsible in connection with its performance of the Services have been paid. Company shall pay such invoices within a reasonable period of time after its receipt thereof. Company's payment of each invoice shall be subject to Company's concurrence with the correctness and accuracy of the amounts invoiced by Contractor, which concurrence shall not be unreasonably withheld. Company shall have the right at all reasonable times to inspect and audit the books of Contractor pertaining to the Services rendered hereunder, provided, however that Contractor shall have the right to exclude any trade secrets, formulas or processes from such inspection.

Contractor hereby authorizes Company to deduct from any amount due to Contractor, all amounts which may be payable by Contractor to Company; and also all amounts for which Company may become liable to third parties by reason of Contractor's act and performing or failure to perform Contractor's obligations under this Contract; and in the event that any claim is made by any third party the amount of validity of which is disputed by Contractor, or any other indebtedness shall exist which shall reasonably appear to be the basis for a claim of a lien, Company may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Company to exercise such right to deduct or to withhold shall not, however, affect the obligation of Contractor to protect Company as elsewhere provided herein.

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR Shall procure, pay premiums, and maintain at all times during the term hereof sufficient insurance satisfactory to COMPANY, as may be required by law to protect CONTRACTOR and COMPANY from and against all claims, demands and causes of action arising by reason of any work performed by CONTRACTOR. Such insurance shall be written in the following minimum amounts.

- (a) Worker's Compensation Insurance and Employer's Liability Insurance as provided by Statute including coverage under U.S. Longshoremen's and Harbor Worker's Act if applicable. The CONTRACTOR expressly agrees to comply with all provisions of the Worker's Compensation Laws of the states wherein said work is performed
- (b) Comprehensive General Liability and Property Damage Insurance:

Bodily Injury & Property Damage
Combined Single Limit Each Occurrence \$ 1,000,000

Such policy will include Contractual Liability, Products and Completed Operations, Owner's and Contractor's Protective, Pollution Liability, Broad Form Property Damage, Premises and Operations, and deletion "X", "C", and "U" exclusions, if applicable. Said policy shall contain a severability of interest clause or a standard cross-liability endorsement.

- (c) Automobile Public Liability and Property Damage Insurance, including owned, hired, rented or non-owned automotive equipment.

Bodily Injury & Property Damage
Combined Single Limit Each Occurrence \$ 1,000,000

- (d) Umbrella Liability Insurance coverage in excess of the limits and terms in (a) through (c) above, with a combined single limit for Bodily Injury and Property Damage of at least: 4,000,000 for each occurrence.

CONTRACTOR agrees to furnish COMPANY, prior to the beginning of any work hereunder, proper Certificates of Insurance evidencing the insurance coverages required herein. All policies required shall provide a minimum of thirty (30) days notice to COMPANY prior to cancellation. COMPANY shall be named as additional insured under all policies required with the exception of the Worker's Compensation policy. All insurance policies required to be carried hereunder shall contain a waiver of subrogation as to COMPANY, its agents, employees and the parties for which it is operating. The carriers of the insurance policies required shall agree that the insurance required shall be considered primary insurance and all insurance carried by COMPANY, its agents, employees, and the parties for which it is operating, shall be considered secondary in relation thereto. Any and all deductibles in the above described insurance policies shall be assumed by, for the account of, and at the sole risk of CONTRACTOR.

Asbestos Abatement Liability shall be provided subject to the provisions in sub-paragraphs (b) and (d) above. Such coverage may be included in the above policies, or provided for under SAFETY REQUIREMENTS separate cover.

Contractor shall properly protect all property of the Owner and adjacent property and agrees that all necessary precautions shall be taken for the safety of the employees on the premises. The CONTRACTOR shall be responsible for compliance with all safety rules, regulations and laws to prevent accidents or injury to persons during the performance of the contract. CONTRACTOR shall also comply promptly with any instructions of the Owner for the prevention of accidents, fire hazards, other perils or unsafe practices.

COMPANY shall inform CONTRACTOR of any hazardous chemicals in the COMPANY'S workplace to which CONTRACTOR'S employees may be exposed while performing their job and any suggested appropriate protective measures.

CONTRACTOR shall assure, above and beyond COMPANY'S responsibility regarding hazardous chemicals notification noted above, that CONTRACTOR'S employees are notified of such notification given by COMPANY

CONTRACTOR shall not, without written permission of COMPANY, bring onto COMPANY'S property any hazardous chemicals, and upon receiving such permission shall first notify COMPANY as to the identity, location and any suggested appropriate protective measures for the hazardous chemicals, and, further, upon the COMPANY'S request shall provide any appropriate Material Safety Data Sheets (MSDS) for these hazardous chemicals

INDEPENDENT CONTRACTORS

It is understood and agreed that CONTRACTOR is an Independent CONTRACTOR in the performance of his responsibilities and that CONTRACTOR'S employees shall be subject to CONTRACTOR'S sole and exclusive supervision, direction and control hereunder and shall not be deemed, in fact or in law, to be employees of COMPANY. COMPANY shall have the right generally to oversee and inspect the performance of CONTRACTOR to insure the satisfactory completion thereof, it being understood and agreed that COMPANY is not associated or connected with the actual performance or detail thereof, as COMPANY is interested in and looking only to the end result to be accomplished.



000-00238 1/1/90

RAM 0001773

EXHIBIT C

1. LIABILITY AND INDEMNITY

A. CONTRACTOR agrees to protect, defend, unconditionally indemnify and hold COMPANY, its employees, directors and officers, free and harmless from and against any and all liability, losses, claims, liens, demands, damages and causes of action of every kind and character, including without limitation judgments, penalties, interest, court costs and any legal fees incurred by the COMPANY in defense of same (including attorneys' fees incurred in enforcing this indemnity), which COMPANY may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries either to person or property or both of CONTRACTOR, or of the workmen of either party, or of any other parties or to the property of COMPANY, in any manner arising from or connected with the work performed hereunder, including but not limited to the sole or concurrent negligence of the COMPANY, its officers, agents or employees, to the full extent such indemnification is permitted by the applicable law, provided that CONTRACTOR's liability for negligence of COMPANY, shall not exceed the insurance coverage required to be carried by CONTRACTOR pursuant to this Agreement. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any claims or suits arising hereunder at its sole expense and agrees to bear all costs and expenses related thereto.

B. CONTRACTOR makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall COMPANY or CONTRACTOR be liable for contingent or consequential, special or indirect damages, except as to CONTRACTOR as may result from CONTRACTOR's wilful breach of this Agreement.

2. WARRANTIES

A. CONTRACTOR warrants that the Work shall be of good quality, free from fault or defect, performed in accordance with nationally recognized engineering codes and standards and sound industry practices, and shall conform to the specifications of this Agreement.

B. For a period of twelve (12) months following acceptance of the Work, if the Work does not conform to the specifications, or is found to be defective, and the same is reported to CONTRACTOR by COMPANY promptly after recognition thereof, CONTRACTOR shall at no cost to COMPANY, furnish all services necessary, including labor and parts, to correct such defective Work as soon as possible after receipt of such report from COMPANY. In the event CONTRACTOR fails to correct said nonconforming and/or defective Work within a reasonable period of time, COMPANY shall have the right to otherwise perform or have performed such corrective services, the costs of which shall be for CONTRACTOR's account.

3. WAIVER OF LIENS

A. - To the full extent permitted by law, CONTRACTOR hereby waives and releases any and all rights of mechanic's lien and other rights of lien for payment for services and labor furnished by CONTRACTOR in performance of this Agreement and otherwise granted by law. CONTRACTOR shall require each of its subcontractors to agree in writing to the waiver of such lien rights as a condition to the granting of a contract to it.

B. CONTRACTOR hereby authorizes COMPANY to deduct from any amount due to CONTRACTOR, any amount which may be payable by CONTRACTOR to COMPANY; and any amount for which COMPANY may become liable to third parties by reason of CONTRACTOR's actions and performing or failure to perform CONTRACTOR's obligations under this Agreement; in the event that any claim is made by any third party against COMPANY or CONTRACTOR arising under this Agreement, or any other indebtedness shall exist which shall reasonably appear to be the basis for a claim of lien, COMPANY may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of COMPANY to exercise such right to deduct or to withhold shall not, however, affect the obligations of CONTRACTOR to perform the Work and to protect COMPANY as elsewhere provided herein. CONTRACTOR shall indemnify COMPANY for liens by subcontractors arising out of this Agreement after COMPANY's acceptance of the Work.

SERVICE CONTRACT

This Contract made this 18th day of November, 1991, between Coastal Refining and Marketing, Inc.
a corporation corporation, with offices at Houston, Texas
hereinafter called "Company" and Asbestos Control Team, a company
with offices at 6618 Hunt Drive, Corpus Christi, TX
78413 hereinafter called "Contractor"

WITNESSETH:

WHEREAS Company desires to secure the services described below herein collectively called the "Services" and

WHEREAS Contractor is in the business of providing such Services

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties hereby agree as follows:

1. **TERM.** The term of this Contract shall be in effect from date of execution until terminated by the occurrence of any one of more of the following:
 - a. Upon completion of the performance of the Services; or
 - b. Upon five (5) days written notice by Company of its intention to terminate this Contract, mailed or otherwise delivered to Contractor; or
 - c. Upon Company's written notice to Contractor at any time in the event that, in Company's sole discretion, the Services are not being performed in a manner deemed reasonable by Company

In the event of termination prior to completion of the Services as provided herein, Company shall pay Contractor an amount proportionately based on the Contract Price for Services satisfactorily performed up to the effective date of termination, and Company shall be relieved of any liability to Contractor for any Services performed after the effective date of termination.

2. **CONTRACTOR'S AND COMPANY'S SERVICES.** At times and locations designated by Company's representative, Contractor shall perform the Services more particularly described in the Exhibit "A" attached hereto and herein incorporated by this reference. Contractor agrees that the Services shall be performed in a workmanlike manner with due diligence and without undue delays or interruptions. Contractor further agrees that the Services shall be performed as economically as possible with the minimum number of employees, materials, and equipment necessary to perform such Services. In Company's sole discretion, any of the Services may, from time to time, be performed by Company or others, and such work shall not be considered to be Services performed pursuant to this Contract. Company shall perform the work, if any, more particularly described in Exhibit "A".

3. **CONTRACT PRICE AND TERMS OF PAYMENT.** In consideration of Contractor's satisfactory performance of the Services, Company agrees to pay Contractor as full and complete compensation for such Services the amount herein called the "Contract Price," set forth in Exhibit "A". The terms of Company's payment of the Contract Price are also forth in Exhibit "A".

4. **COMPANY'S REPRESENTATIVES.** Company's representatives who may authorize Services to be performed hereunder or who may terminate this Contract are any Company officer or any other Company employee who may be designated in writing by an officer of Company.

5. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Contractor is an Independent Contractor in the performance of each and every part of this Contract and that Contractor's employees shall be subject to Contractor's sole and exclusive supervision, direction and control and shall not be deemed, in fact or in law, to be employees of Company. Company shall have the right generally to oversee and inspect the performance of the Services of Contractor to insure the satisfactory completion thereof. It being understood and agreed that Company is not associated or connected with the actual performance or details of the Services to be performed pursuant to this Contract, as Company is interested in and looking only to the end result to be accomplished. Contractor shall be solely liable for all labor, material and other expenses in connection with Services performed by Contractor pursuant to this Contract.

6. **LIABILITY AND INDEMNITY.** Contractor shall indemnify and hold Company harmless from and against all damages, losses, claims, demands, causes of action, liens, expenses and other liabilities arising out of or in connection with this Contract, except to the extent that such are caused by Company's negligence. In those matters which Contractor is required to indemnify and hold Company harmless, and to the same extent to which Contractor is required to do so, Contractor shall defend claims asserted against Company and pay costs, expenses and attorney's fees incidental thereto and judgments resulting from such claims. Company shall have the right, at its option, to participate in the defense of each such claim without relieving Contractor of any obligation hereunder.

7. **INSURANCE.** Contractor shall maintain in force at its sole cost and expense, with insurance companies acceptable to Company, insurance policies of the types and in the minimum amounts and with the terms and conditions set forth on the Exhibit "A" attached hereto and herein incorporated by reference.

8. **SUBCONTRACTORS AND ASSIGNMENT.** Contractor shall not assign this Contract or subcontract the whole or any part of the Services to be performed by Contractor hereunder without Company's prior written consent. Company's consent to any assignment or subcontract shall not relieve Contractor or its surety, if there be a surety, of any liability for the full and complete performance of this Contract according to its terms and conditions.

9. **CONFIDENTIAL INFORMATION.** Contractor agrees to keep all information secured in connection with the performance of the Services in strict confidence; not to divulge or to permit its employees, agents or subcontractors to divulge such information, or any part thereof, to any party other than Company without the prior written consent of Company, and not to employ any person on any job site other than Contractor, Contractor's employees and subcontractors or persons authorized by Company. The obligations contained in this section shall survive the termination of this Contract regardless of the cause or reason for termination.

RAM 0001776

10. **ADDRESS.** All notices and invoices to be given hereunder shall be in writing, except as otherwise agreed by Company and Contractor. Such notices and invoices shall be mailed or otherwise delivered to the party to be notified at its address set forth above or such other address as the party to be notified may have designated prior thereto, and shall be deemed given when received by the party to be notified, provided, however, that notice to Contractor of termination of this Contract may be given at the job site.

11. **COMPLIANCE WITH LAWS.** In the performance of the Services, Contractor shall comply, and shall require each of its subcontractors to comply with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the performance of this Contract. Contractor further agrees to indemnify and hold Company harmless from and against any cost, expense, attorney's fee, citation, fine, penalty and liability of every kind and nature which might be imposed by reason of any asserted or established violation of any such laws, order, rules and/or regulations. To the extent that this Contract covers services and/or supplies subject to the provisions of Executive Order No. 11246 dated September 24, 1965, as amended and supplemented, the provisions of Sec. 202, subparagraphs (1) through (7), of said Order are, with the rules, regulations and orders of the Secretary of Labor thereunder, made a part hereof as fully as if copied herein in full.

12. **GOVERNING LAW.** This Contract shall be governed by, and construed in accordance with the internal laws of the State of Texas.

13. **AMENDMENTS.** No amendment or modification of this Contract shall be valid unless evidenced in writing, signed by or on behalf of Contractor and by an officer of Company.

14. **CONTRACT IN ENTIRETY.** This Contract sets forth the full and complete agreement of the parties hereto. This Contract supersedes any and all proposals, negotiations and representations of the parties made or had prior to the execution hereof relative to the subject matter of this Contract. If any of the Services provided for by this Contract were commenced by Contractor under oral agreement prior to the execution of this Contract, this written Contract shall apply thereto in the same manner as if made before the performance of the Services was commenced. IN THE EVENT OF ANY CONFLICT BETWEEN (i) THE PROVISIONS OF THE BODY OF THIS CONTRACT, AND (ii) THE PROVISIONS OF ITS ATTACHED EXHIBITS OR THE PROVISIONS OF ANY OTHER ATTACHMENTS HERETO, THE PROVISIONS OF THE BODY OF THIS CONTRACT SHALL PREVAIL AND CONTROL THE OPERATION OF THIS CONTRACT.

15. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. **ADDITIONAL PROVISIONS.**

Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"
all attached hereto and

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

Asbestos Control Team

(Contractor)

ATTEST



Assistant Secretary

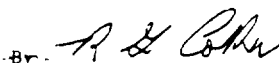
DATE: 12-11-91

Coastal Refining and Marketing, Inc.

(Company)

ATTEST

DATE: 1-9-92



Assistant Secretary

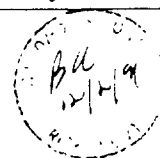
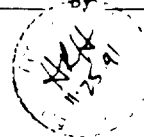


EXHIBIT "A"

To be attached to and become a part of that certain Service Contract dated November 18 1991, but to be and become effective as of date of execution, 19 between Coastal Refining & Marketing, Inc. and Asbestos Control Team, Contractor.

CONTRACTOR'S SERVICES

1. Provide Asbestos Abatement Services within the Refinery.
2. Provide Insulation Services within the Refinery.
3. Erect and dismantle scaffolds on an as needed basis within the Refinery.

All the above services are to be provided on an as needed basis.

COMPANY'S SERVICES

Provide direction and support as needed.

CONTRACT PRICE AND TERMS OF PAYMENT

Per Rate Schedule attached as Exhibit D.

It is understood and agreed that Contractor shall not be entitled to any Company benefits normally extended by Company to its own employees and that the Contract Price is the total consideration payable hereunder.

Contractor shall invoice Company for work performed and shall furnish Company with copies of receipts and other evidence of amounts invoiced and with evidence that all labor and material claims for which Contractor is responsible in connection with its performance of the Services have been paid. Company shall pay such invoices within a reasonable period of time after its receipt thereof. Company's payment of each invoice shall be subject to Company's concurrence with the correctness and accuracy of the amounts invoiced by Contractor, which concurrence shall not be unreasonably withheld. Company shall have the right at all reasonable times to inspect and audit the books of Contractor pertaining to the Services rendered hereunder provided, however, that Contractor shall have the right to exclude any trade secrets, formulas or processes from such inspection.

Contractor hereby authorizes Company to deduct from any amount due to Contractor, all amounts which may be payable by Contractor to Company, and also all amounts for which Company may become liable to third parties by reason of Contractor's act and performing or failure to perform Contractor's obligations under this Contract; and in the event that any claim is made by any third party the amount of validity of which is disputed by Contractor, or any other indebtedness shall exist which shall reasonably appear to be the basis for a claim of a lien, Company may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Company to exercise such right to deduct or to withhold shall not, however, affect the obligation of Contractor to protect Company as elsewhere provided herein.

10004-19

RAM 0001778

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR Shall procure, pay premiums, and maintain at all times during the term hereof sufficient insurance satisfactory to COMPANY, as may be required by law to protect CONTRACTOR and COMPANY from and against all claims, demands and causes of action arising by reason of any work performed by CONTRACTOR. Such insurance shall be written in the following minimum amounts:

- (a) Worker's Compensation Insurance and Employer's Liability Insurance as provided by Statute including coverage under U.S. Longshoremen's and Harbor Workers' Act if applicable. The CONTRACTOR expressly agrees to comply with all provisions of the Worker's Compensation Laws of the states wherein said work is performed.

- (b) Comprehensive General Liability and Property Damage Insurance

Bodily Injury & Property Damage
Combined Single Limit Each Occurrence \$ 1,000,000

Such policy will include Contractual Liability, Products and Completed Operations, Owners and Contractors Protective Pollution Liability, Broad Form Property Damage, Premises and Operations, and deletion "X", "C" and "L" exclusions, if applicable. Said policy shall contain a severability of interest clause or a standard cross-liability endorsement.

- (c) Automobile Public Liability and Property Damage Insurance, including owned, hired, rented or non-owned automotive equipment.

Bodily Injury & Property Damage
Combined Single Limit Each Occurrence \$ 1,000,000

- (d) Umbrella Liability Insurance coverage in excess of the limits and terms in (a) through (c) above, with a combined single limit for Bodily Injury and Property Damage of at least 4,000,000 for each occurrence.

CONTRACTOR agrees to furnish COMPANY, prior to the beginning of any work hereunder, proper Certificates of Insurance evidencing the insurance coverages required herein. All policies required shall provide a minimum of thirty (30) days notice to COMPANY prior to cancellation. COMPANY shall be named as additional insured under all policies required with the exception of the Worker's Compensation policy. All insurance policies required to be carried hereunder shall contain a waiver of subrogation as to COMPANY, its agents, employees and the parties for which it is operating. The carriers of the insurance policies required shall agree that the insurance required shall be considered primary insurance and all insurance carried by COMPANY, its agents, employees, and the parties for which it is operating, shall be considered secondary in relation thereto. Any and all deductibles in the above described insurance policies shall be assumed by, for the account of, and at the sole risk of CONTRACTOR.

Asbestos Abatement Liability shall be provided subject to the provisions in sub-paragraphs (b) and (d) above. Such coverage may be included in the above policies, or provided for under SAFETY REQUIREMENTS separate cover.

Contractor shall properly protect all property of the Owner and adjacent property and agrees that all necessary precautions shall be taken for the safety of the employees on the premises. The CONTRACTOR shall be responsible for compliance with all safety rules, regulations and laws to prevent accidents or injury to persons during the performance of the contract. CONTRACTOR shall also comply promptly with any instructions of the Owner for the prevention of accidents, fire hazards, other perils or unsafe practices.

COMPANY shall inform CONTRACTOR of any hazardous chemicals in the COMPANY'S workplace to which CONTRACTOR'S employees may be exposed while performing their job and any suggested appropriate protective measures.

CONTRACTOR shall assure, above and beyond COMPANY'S responsibility regarding hazardous chemicals notification noted above that CONTRACTOR'S employees are notified of such notification given by COMPANY.

CONTRACTOR shall not, without written permission of COMPANY, bring onto COMPANY'S property any hazardous chemicals and upon receiving such permission shall first notify COMPANY as to the identity, location and any suggested appropriate protective measures for the hazardous chemicals, and further upon the COMPANY'S request shall provide any appropriate Material Safety Data Sheets (MSDS) for these hazardous chemicals.

INDEPENDENT CONTRACTORS

It is understood and agreed that CONTRACTOR is an Independent CONTRACTOR in the performance of his responsibilities and that CONTRACTOR'S employees shall be subject to CONTRACTOR'S sole and exclusive supervision, direction and control hereunder and shall not be deemed, in fact or in law, to be employees of COMPANY. COMPANY shall have the right generally to oversee and inspect the performance of CONTRACTOR to insure the satisfactory completion thereof, it being understood and agreed that COMPANY is not associated or connected with the actual performance or detail thereof, as COMPANY is interested in and looking only to the end result to be accomplished.

B-6
12/4/91

EXHIBIT C

1. LIABILITY AND INDEMNITY

A. CONTRACTOR agrees to protect, defend, unconditionally indemnify and hold COMPANY, its employees, directors and officers, free and harmless from and against any and all liability, losses, claims, liens, demands, damages and causes of action of every kind and character, including without limitation judgments, penalties, interest, court costs and any legal fees incurred by the COMPANY in defense of same (including attorneys' fees incurred in enforcing this indemnity), which COMPANY may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries either to person or property or both of CONTRACTOR, or of the workmen of either party, or of any other parties or to the property of COMPANY, in any manner arising from or connected with the work performed hereunder, including but not limited to the sole or concurrent negligence of the COMPANY, its officers, agents or employees, to the full extent such indemnification is permitted by the applicable law, provided that CONTRACTOR's liability for negligence of COMPANY, shall not exceed the insurance coverage required to be carried by CONTRACTOR pursuant to this Agreement. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any claims or suits arising hereunder at its sole expense and agrees to bear all costs and expenses related thereto.

B. CONTRACTOR makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall COMPANY or CONTRACTOR be liable for contingent or consequential, special or indirect damages, except as to CONTRACTOR as may result from CONTRACTOR's wilful breach of this Agreement.

2. WARRANTIES

A. CONTRACTOR warrants that the Work shall be of good quality, free from fault or defect, performed in accordance with nationally recognized engineering codes and standards and sound industry practices, and shall conform to the specifications of this Agreement.

B. For a period of twelve (12) months following acceptance of the Work, if the Work does not conform to the specifications, or is found to be defective, and the same is reported to CONTRACTOR by COMPANY promptly after recognition thereof, CONTRACTOR shall at no cost to COMPANY, furnish all services necessary, including labor and parts, to correct such defective Work as soon as possible after receipt of such report from COMPANY. In the event CONTRACTOR fails to correct said nonconforming and/or defective Work within a reasonable period of time, COMPANY shall have the right to otherwise perform or have performed such corrective services, the costs of which shall be for CONTRACTOR's account.

3. WAIVER OF LIENS

A. To the full extent permitted by law, CONTRACTOR hereby waives and releases any and all rights of mechanic's lien and other rights of lien for payment for services and labor furnished by CONTRACTOR in performance of this Agreement and otherwise granted by law. CONTRACTOR shall require each of its subcontractors to agree in writing to the waiver of such lien rights as a condition to the granting of a contract to it.

B. CONTRACTOR hereby authorizes COMPANY to deduct from any amount due to CONTRACTOR, any amount which may be payable by CONTRACTOR to COMPANY; and any amount for which COMPANY may become liable to third parties by reason of CONTRACTOR's actions and performing or failure to perform CONTRACTOR's obligations under this Agreement; in the event that any claim is made by any third party against COMPANY or CONTRACTOR arising under this Agreement, or any other indebtedness shall exist which shall reasonably appear to be the basis for a claim of lien, COMPANY may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of COMPANY to exercise such right to deduct or to withhold shall not, however, affect the obligations of CONTRACTOR to perform the Work and to protect COMPANY as elsewhere provided herein. CONTRACTOR shall indemnify COMPANY for liens by subcontractors arising out of this Agreement after COMPANY's acceptance of the Work.

TRANSMISSION REPORT

PHONE TO: NO	853865 COASTAL LEGA
DATE AND TIME	07-17 09 53AM
DURATION	05 47
MODE	
PAGE	06
RESULT	GOOD

RAM 0001782

Elements of a Respiratory
Protection Program
for Asbestos Abatement



MSA

RAM 0001783



26

Easi-Air™ Full Facepiece Respirators

- Soft, pliable facepiece provides a comfortable fit
- Available with choice of rubber or silicone
- Double flap face seal, nosecup, and six adjustable straps (with two overhead straps) provide a reliable fit for maximum protection
- Large face shield for good visibility with scratch-resistant polycarbonate lens
- Speaking diaphragm for easy, clear communication
- NIOSH/MSHA approved for 3 modes of operation for use as an air purifying dual cartridge respirator, a Type-C continuous flow supplied air respirator, or a combination mode of air purifying and Type-C continuous flow supplied air



27

The Easi-Air full facepiece respirator in a combination mode as an air purifying dual cartridge and Type-C continuous flow supplied air respirator. It features 6 headstraps for a secure, comfortable fit. NIOSH/MSHA approved for supplied air continuous flow or pressure demand applications using low pressure connectors W-3194 or W-3195.

Texas Health
Dept. Contractor # 80--0238
Supervisor# 80-2531

OSHA-EPA
certificate #1394-09

We carry up to 1 million
dollars in asbestos
liability insurance.

We carry statutory Texas
Workers Compensation
Insurance.

We have outstanding bond
line.

Qualified for residential,
commercial, industrial
abatement projects.

24 hr. emergency response

All of asbestos workers are
Texas licensed asbestos workers,
certified supervisors.

All employees have been
physically examined.
All have been declared
qualified to work in the asbestos industry.

Asbestos Control Team has
proven to be leader in the industry ,
by completing all projects on
time without citations.

All of our work has been and
will continue to be governed by all
federal, state and local regulatory
agencies.

We use the latest state of the art
equipment and products.

STATE OF TEXAS
DISADVANTAGED BUSINESS CERTIFICATION

THIS IS TO CERTIFY THAT

Asbestos Control Team

HAS SUCCESSFULLY MET THE REQUIREMENTS AS
ESTABLISHED BY THE STATE OF TEXAS
AS A DISADVANTAGED BUSINESS

Certification Date: November 8, 1990

Expiration Date: November 8, 1991



William D. Taylor
Executive Director
Texas Department of Commerce

Asbestos Control Team

A.C.T.)
6618 Hunt Drive
Corpus Christi, TX 78413

Corpus Christi, TX (512) 992-0087
Harlingen, TX (512) 421-4292
24 Hour Emergency Service

NAME: BPUNO ALCALA, JP.
DOB: 03 11 45
SS#: 208-36-6030

TEXAS DEPARTMENT OF HEALTH WORKERS LICENSE #90-0465

REGION SIX ENVIRONMENTAL TRAINING "SUPERVISION PROCEDURES
AND PRACTICES FOR ASBESTOS ABATEMENT PROJECTS" O.S.H.A.
REQUIREMENT OF 29 CFR 1926.32 P.
CERTIFICATE #1394-09

ASBESTOS ABATEMENT PROJECTS

JANUARY 1987	S & F WRECKING COLUMBUS HOTEL 1400 BISCAYNE BLVD. MIAMI, FLORIDA
DECEMBER 1987	CAYANOGA HOTEL 110 N.E. 3RD ST. MIAMI, FLORIDA
AUGUST 1988	CITY OF ORLANDO ORLANDO, FLORIDA
JUNE 19, 1989	SUPERVISOR SCHOOL AUSTIN, TEXAS
JULY 5, 1989	GILMAN INSULATION INDUSTRIAL PROJECT (512) 884-4906
OCTOBER 27, 1989	PUBEN BONILLA 15 HEWITT PLACE CORPUS CHRISTI, TEXAS
NOVEMBER 2, 1989	TEXAS A & I UNIVERSITY CAMPUS BOX 111 KINGSVILLE, TEXAS DR. CALUSIO (512) 595-2645
NOVEMBER 16, 1989	PRINCESS APARTMENTS 1001 WATER ST. CORPUS CHRISTI, TEXAS MANAGER: (512) 589-3651

RAM 0001787

NOVEMBER 22. 1989

KENEDY I.S.D.
P.O. BOX 149
KENEDY, TEXAS
MR. CHAPMAN
(512) 589-3651

DECEMBER 19. 1989

SINTON I.S.D.
322 ARCHER ST.
SINTON, TEXAS
MR. GEORGE HERNANDEZ
(512) 526-4249

DECEMBER 29. 1989

REFUGIO I.S.D.
P.O. DRAWER 190
REFUGIO, TEXAS
DR. BEN CULWELL
(512) 526-4249

FEBRUARY 21. 1990

NAVAL AIR STATION
FIRE STATION
CORPUS CHRISTI, TEXAS
MR. DAVID REYES
(512) 939-2154

FEBRUARY 24. 1990

KNAPP MEDICAL CENTER
WESLACO, TEXAS
MR. H. VINCE CAMPNEY
(512) 969-5263

FEBRUARY 28. 1990

RAGLAND BLDG.
(KING RANCH)
BMW ENGINEERING
MR. MODY BOATRIGHT
(512) 854-1231

MARCH 2. 1990

KNAPP MEDICAL CENTER
WESLACO, TEXAS
MR. H. VINCE CAMPNEY
(512) 969-5263

MARCH 12. 1990

NAVAL AIR STATION
JOE HUNT CONSTRUCTION
CORPUS CHRISTI, TEXAS
(512) 850-0410

APRIL 4. 1990

TEXAS LINEN
HARLINGEN, TEXAS
MR. GARY WHITTINGTON
(800) 480-5999

RAM 0001788

MAY 11, 1990	KNAPP MEDICAL CENTER WESLACO, TEXAS MR. VINCE CAMPNEY (512) 969-5263
JUNE 12, 1990	KINGSVILLE I.S.D. P.O. BOX 87 KINGSVILLE, TEXAS 78363 MR. MENDIETA (512) 592-3387
JUNE 15, 1990	FLOPP BLUFF I.S.D. 2505 WALDRON RD. CORPUS CHRISTI, TEXAS 78418 MR. W.K. CLABORN (512) 937-2681
JULY 3, 1990	HOLY FAMILY CHURCH 2505 NOGALES CORPUS CHRISTI, TEXAS 78416 REV. BILL ELLIOTT (512) 884-3245
JULY 9, 1990	SANTA ROSA I.S.D. P.O. BOX 368 SANTA ROSA, TEXAS MR. NAVARRO (512) 636-1813
JULY 20, 1990	TAFT I.S.D. TAFT, TEXAS MR. HENIKE (512) 528-2753
JULY 23, 1990	PARKDALE BAPTIST CHURCH 3875 S. STAPLES CORPUS CHRISTI, TEXAS 78411 MR. MODY BOATRIGHT (512) 853-8724
SEPTEMBER 22, 1990	NAVAL AIR STATION CORPUS CHRISTI, TEXAS MR. JOE HUNT (512) 850-0410
OCTOBER 25, 1990	U.S. POSTAL SERVICE MAIN POST OFFICE GAINSVILLE, TEXAS 76240-4627 MS. HOPE MORENO, POSTMASTER (817) 664-5811

NOVEMBER 8, 1990

SPRING BRANCH I.S.D.
NORTHBROOK MIDDLE SCHOOL
3030 ROSEFIELD
HOUSTON, TEXAS 77055
MR. EPED RAY
(713) 467-8127

JANUARY 10, 1991

U.S. POSTAL SERVICE
620 EAST PECAN
MC ALLEN, TEXAS 78501
MR. JAMES DUNCAN, POSTMASTER
(512) 686-5621

JANUARY 21, 1991

U.S. POSTAL SERVICE
401 E. 2nd ST.
ALICE, TEXAS 78332
MR. CARLOS BUDD, POSTMASTER
(512) 664-5541

FEBRUARY 5, 1991

BEE COUNTY COLLEGE
4600 CHARCOS
BEEVILLE, TEXAS 78102
BMW ENGINEERING
MODY BOATRIGHT
(512) 854-1231

FEBRUARY 11, 1991

U.S. POSTAL SERVICE
1215 BEE
MATHIS, TEXAS 78368
MR. LEONARDO YIAGUIRRE, POSTMASTER
(512) 547-3061

MARCH 4, 1991

NAVAL AIR STATION
BUILDING #39
CORPUS CHRISTI, TEXAS
DAVID REYES
(512) 930-2154

MARCH 10, 1991

SINTON I.S.D.
322 ARCHER
SINTON, TEXAS
MR. GEORGE HERNANDEZ
(512) 526-4249

MARCH 11, 1991

THE BANK OF CORPUS CHRISTI
201 S. SHORELINE
CORPUS CHRISTI, TEXAS 78401
MR. MODY BOATRIGHT, ENGINEER
(512) 853-8724

MARCH 15. 1991	1004 FIRST ST. ALICE. TEXAS 78332 SHAMROCK DEMOLITION MR. CHUCK OLSEN (512) 643-6407
MARCH 21. 1991	NAVAL AIR STATION BUILDING 4/16 CORPUS CHRISTI. TEXAS MR. DAVID REYES (512) 939-2154
APRIL 19. 1991	NAVAL AIR STATION BUILDING #198, SECURITY BLDG. CORPUS CHRISTI. TEXAS MP. DAVID REYES (512) 939-2154
APRIL 21. 1991	THE 600 BUILDING 600 LEOPARD CORPUS CHRISTI. TEXAS BOATRIGHT ENGINEERING MR. MODY BOATRIGHT (512) 853-8724
APRIL 30. 1991	DEPARTMENT OF VETEPAL AFFAIRS C/O CENTURY 21 MYERS 5505 SARATOGA CORPUS CHRISTI, TEXAS 78413 MS. THERESA RANLY (512) 994-0356
MAY 10. 1991	THREE RIVERS I.S.D. P.O. BOX 640 THREE RIVERS, TEXAS 78071 MR. DEL WARE (512) 863-4888
MAY 18. 1991	TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION P.O. BOX 9907 CORPUS CHRISTI, TEXAS 78469 MS. ELLA MAYSON (512) 855-8281
MAY 20. 1991	THE CITY OF CORPUS CHRISTI PARKDALE BRANCH LIBRARY 1201 LEOPARD CORPUS CHRISTI. TEXAS MR. EDGAR FARRERA (512) 880-3500

JUNE 3. 1991

NAVAL AIP STATION
HANGAR #43 AND BLDG. #8
CORPUS CHRISTI, TEXAS
MR. DAVID REYES
(512) 939-2154

JUNE 17. 1991

BEEVILLE I.S.D.
A.C. JONES AUDITORIUM
811 N. POLK
BEEVILLE, TEXAS 78104
MR. BILL JOHNSON
(512) 358-2727

JULY 10. 1991

DAVIS GAS PROCESSING
ROBSTOWN PLANT
211 W. COLORADO
MIDLAND, TEXAS 79701-4696
MR. J.L. DAVIS
(915) 682-6311

JULY 14. 1991

MERCEDES I.S.D.
1200 S. FLORIDA AVE.
MERCEDDES, TEXAS 78570
MR. RUBEN MORALES
(512) 381-8389

JULY 17. 1991

THREE RIVERS I.S.D.
P.O. BOX 640
THREE RIVERS, TEXAS 78071
MR. DEL WARE
(512) 863-4888

JULY 17. 1991

NAVAL AIR STATION
BUILDING #8 CCAD
CORPUS CHRISTI, TEXAS 78419-5000
MR. RUDY REYES
(512) 939-2158

JULY 18. 1991

ENRON GAS PIPELINE
9154 UP RIVER RD.
CORPUS CHRISTI, TEXAS 78410
MR. RICK SPARKS
(512) 241-2811

JULY 28. 1991

NAVAL AIP STATION
SCC : ADMIRAL S HOME
CORPUS CHRISTI, TEXAS 78419-5000
MR. RUDY REYES
(512) 939-2158

RAM 0001792

TEXAS DEPARTMENT OF HEALTH
certifies that the person identified below is an
ASBESTOS PROJECT SUPERVISOR

BRUNO ALCALA
298-32-6939

Issue Date 10/01/91
Expiration Date 09/29/92

Registration No. 80-2551
Control No. 00682

Robert Bernstein
Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

TEXAS DEPARTMENT OF HEALTH
certifies that the person identified below is an
ASBESTOS ABATEMENT CONTRACTOR

ASBESTOS CONTROL TEAM

Issue Date 10/01/91
Expiration Date 09/29/92

Registration No. 80-0238
Control No. 00681

Robert Bernstein
Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

RAM 0001793

JUL 30 1991

SINTON I.S.D.
320 ARCHER
SINTON, TEXAS
MR. MODY BOATRIGHT
MODY E. BOATRIGHT ENGINEERING
(512) 852-6630

Asbestos Control Team (A.C.T.)



Abatement Contractor License #80-0238
T-Listed Bond

6618 Hunt Dr.
Corpus Christi, Texas 78413
Phone (512) 992-0087
Fax (512) 992-8449

RAM 0001795

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT
ASBESTOS CONTROL TEAM

is Licensed and authorized to perform as an
ASBESTOS ABATEMENT CONTRACTOR

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,
so long as this ASBESTOS CONTRACTOR'S LICENSE is not suspended or revoked and is
renewed according to the rules adopted by the Texas Board of Health.

80-0238

License Number

10/01/90

Issue Date

09/30/91

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here

Joel H. Smith
Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein M.D.
Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
01181

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT

BRUNO ALCALA
298-38-6939

Is Licensed and authorized to perform as an

ASBESTOS-PROJECT SUPERVISOR

in the State of Texas, within the purview of Texas Civil Statutes, Article 4477-3a, so long as this ASBESTOS SUPERVISOR'S LICENSE is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

80-2531

License Number

10/01/90

Issue Date

09/30/91

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here.

JOEL SMITH, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

COPY

Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
01182

CERTIFICATE

THIS CERTIFIES THAT

BRUNO ALCALA



AHERA/EPA Accredited Course for Asbestos Abatement CONTRACTOR/SUPERVISOR REFRESHER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

04/30/90
Course Date

NTR802531
Certification #

Paul J. Speck
Authorized Signature

10/1/89
Date Exam Passed

NATEC

04/30/91
Expires

MAILING ADDRESS: 6001 Kirby Drive, Box 111, Houston, Texas 77005

Certificate of Training

U.S. Department of Labor

Mine Safety and Health Administration

Approved: OMB Number 1219-0070, Expires March 31, 1989.

This certificate is required under Public Law 91-173 as amended by Public Law 95-164. Failure to comply may result in penalties and other sanctions as provided by sections 108 and 110, Public Law 91-173 as amended by Public Law 95-164.

Issue Certificate Immediately
Upon Completion of Training

Serial Number (for operator's use)

292-38-6939

1. Print Full Name of Person Trained (first, middle, last)

BRUNO ALCALA

2. Check Type of Approved Training Received:

- ☐ Annual Refresher ☒ Newly Employed, Experienced Miner ☐ Hazard Training ☐ Other (specify)
- ☐ New Task (specify below) ☐ Newly Employed, Inexperienced Miner

Date	Task	Initials	Date	Task	Initials
		Instr. Studt.			Instr. Studt.
2-25-91		WCS			

3. Check Type of Operation and Related Industry.

- A. ☐ Surface ☒ Construction ☐ Underground ☐ Shaft & Slope
- B. ☐ Coal ☐ Metal ☐ Nonmetal

4. Date Training Requirements Completed 2-25-91

☐ Check if not completed☒ If completed, go to item 6, below. and go to item 5, below.

5. Check Subjects Completed (use only for partially completed training):

- | | | |
|---|--|---|
| ☒ Introduction to Work Environment | ☐ Roof/Ground Control & Ventilation | ☐ Health |
| ☒ Hazard Recognition | ☒ Mine Map; Escapeways; Emergency Evacuation; Barricading | ☒ Electrical Hazards |
| ☒ M&S Aspects of Tasks Assigned | ☐ Cleanup; Rock Dusting | ☐ First Aid |
| ☐ Statutory Rights of Miners | ☐ Mandatory Health & Safety Standards | ☐ Mine Gases |
| ☒ Self-Rescue & Respiratory Devices | ☐ Authority & Responsibility of Supervisors & Miners' Representatives | ☐ Explosives |
| ☐ Transport & Communication Systems | | ☒ Prevention of Accidents |
| | | ☐ Other (specify) |

6. False certification is punishable under section 110 (a) and (f) of the Federal Mine Safety & Health Act (P.L. 91-173 as amended by P.L. 95-164).

I certify that the above training has been completed (signature of person responsible for training)

7. Mine Name, ID, & Location of Training (If institution, give name & address)

8. Date

2-25-91

I verify that I have completed the above training (signature of person trained)

MSHA Form 5000-23, Oct 83 (Revised)

Copy 1—Employer's Personnel Records

RAM 0001799

U.S. Department of Labor
Mine Safety and Health Administration
Instructor 457-22-9025



ORTIZ SIMON R

CODE QAL
IS 11/87



Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services

Hermas L. Miller
Deputy Commissioner
Management and Administration

1100 West 49th Street
Austin, Texas 78756-3199
(512) 458-7111

Members of the Board

Kurt I. Anderson, M.D., Chairman
Arthur L. Raines, M.D., Vice-Chairman
Bobb D. Glaze, D.C., Secretary
R. Jack Ayres, Jr.
Johnnie M. Benson, F.A.C.N.H.A.
Frank Bryant, Jr., M.D., F.A.A.F.P.
J. William C. Cigarroa, Jr., M.D.
Barry D. Cunningham, D.D.S.
Bert A. Durr, M.D.
Dennis K. McIntosh, D.V.M.
Joe N. Pyle, P.E.
Robert O. Rubenstein, M.D.
Jesse Ruman, Jr., M.D.
Hodore Roosth
Barbara T. Slover, R.Ph.
Max M. Stettner, D.O.
Sister Marian Strommeyer, R.S.M., R.N., M.P.H.
Edward H. Zunker, D.O.

Permit No. 242-A
Coordinates: N 28° 00.75' W 97° 33.55'

PERMIT FOR A MUNICIPAL SOLID WASTE FACILITY
issued under provisions of Article 4477-7, Vernon's
Texas Civil Statutes, and the Texas Department of Health's
"Municipal Solid Waste Management Regulations"

Permittee
Franklin F. Kelly
P. O. Box 1095
Sinton, Texas 78387

Site Owner
Franklin F. Kelly
P. O. Box 1095
Sinton, Texas 78387

Legal Description of Site: The legal description as provided by the permittee is hereby made a part of this permit.

Size and Location of Site: The 100.3-acre site is located in San Patricio County approximately three (3) miles southwest of the City of Sinton and at the northwest corner of the intersection of FM 1945 and County Road 39.

Operational Classification of Site: Type I

Waste Disposal Methods Used at Site: Continuous trench method of disposal with compaction of solid waste and cover with a minimum of six (6) inches of compacted earth not less often than once on each day of operation.

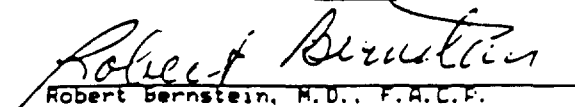
Description of Waste Materials Processed at Site: Solid waste under the regulatory jurisdiction of the Texas Department of Health, when disposed of or processed in accordance with the Department's "Municipal Solid Waste Management Regulations."

Standard Provisions: Acceptance of this permit constitutes an acknowledgment that the permittee will comply with all of the terms, provisions, conditions, limitations and other restrictions embodied in this permit; with the "Municipal Solid Waste Management Regulations" of the Texas Department of Health; and with the pertinent laws of the State of Texas.

Special Provisions: None

This permit will be valid until cancelled or revoked by the Commissioner of Health of the Texas Department of Health or until the site is completely filled and rendered unusable, whichever occurs first.

Given under my hand and Seal of Office at Austin, Texas, on the 24th day of July 1986.


Robert Bernstein, M.D., F.A.C.P.
Commissioner of Health

Permit No. 242: Waste Disposal Center, Sinton, Texas

The Waste Disposal Center is a permitted Type I landfill located outside of Sinton, Texas in San Patricio County. The original permit was issued in 1977 and amended in July 1986. The landfill uses the trench fill method of operation and has authorization for aerial (above grade) fill operation.

Trench Construction: The basic trench construction starts with a trench approximately 100 to 110 feet wide, 500 to 700 feet long, and 16 feet deep. A four foot compacted clay liner is installed in the bottom of the trench. The sides of the trench are then lined with clay rich material ($k \leq 1 \times 10^{-7}$ cm/sec). The side wall liners are installed in compacted six inch lifts. The side wall liner is approximately 8 feet wide at the top and is approximately 15 feet wide at the base. Each trench is divided into approximate thirds by fire containment barriers constructed of clay rich material. Each barrier is approximately 8 feet wide at the top and 15 feet wide at the base. The liner certification documents are submitted to and approved by the Department before the trench is used.

Class I Trench Segments: Those portions of the trenches which are used for Class I nonhazardous solid waste are covered with four feet of compacted clay rich material and sloped to deflect drainage away from the fill waste. In some cases, the site is authorized to use aerial fill above the capped industrial waste for bulky or nonputrescible municipal solid waste. This waste must be covered in accordance with the TDH rules for final cover in landfills. Otherwise the capped industrial solid waste must be covered with an additional one foot of soil capable of sustaining vegetation and vegetated.

Leachate Collection System: One segment of each trench will be equipped with a leachate collection system. The system is designed to have all sections of the trench floor graded to drain to the longitudinal center line of the trench. A sump will be installed above the clay liner in the center of the trench segment. The leachate collection media placed on top of the liner will consist of six inches of uniformly graded, washed sand or very fine gravel. In addition ten foot length of corrugated polyethylene perforated pipe will be installed along the center line of each trench in the section with the leachate collection system to facilitate the collection of any leachate. The initial leachate collection system will be installed in a segment of Trench #7, the active trench, in December 1986.

Ground-water Monitoring: The landfill has seven monitor wells installed around the site. These wells are monitored in accordance with the TDH regulation for groundwater monitoring.

INDUSTRIAL NONHAZARDOUS WASTE DISPOSAL SERVICES

The disposal of nonhazardous industrial waste poses a particular problem for the industrial generator. The WDC facility has evolved to solve this problem. Environmentally sound disposal practices ensures you the generator, of sound disposition as well as a significant cost savings over a conventional RCRA facility.

Nonhazardous waste streams in solid, semi-solid or liquid form are easily and economically handled at WDC.

WDC's staff professionals have extensive experience in dealing with the appropriate state agencies to obtain the required concurrence for the disposal of CLASS I NONHAZARDOUS WASTES in a expedient manner.

WDC's unique waste characterization and manifestation program ensures you, the generator of proper disposal of your CLASS II and III and SPECIAL WASTES. Routine disposal of these wastes include:

FRIABLE and NONFRIABLE ASBESTOS

EMPTY DRUMS and CONTAINERS

**STABILIZED and UNSTABILIZED SLUDGES FROM
WASTEWATER TREATMENT FACILITIES**

For out of state generators WDC provides assistance in obtaining the proper waste classifications and codes for disposal in Texas.

WDC's technical staff is available to discuss and assist your company in the proper management, handling and transportation of the wastes that your facility produces.

KENEDY INDEPENDENT SCHOOL DISTRICT

401 HWY. 719
PHONE: 583-3651 - AREA CODE 512
KENEDY, TEXAS 78119

W. L. CHAPMAN
SUPERINTENDENT

TO: Dennis Narup
City of Harlingen, Texas

FROM: William L. Chapman
Superintendent of Schools

DATE: January 16, 1990

SUBJECT: Asbestos Control Team of Corpus Christi, Texas

Dear Sir:

With regard to referring the firm Asbestos Control Team of Corpus Christi, Texas - this firm performed an asbestos removal project for the Kenedy School District in November 1989. The project required removal of asbestos insulation from the plumbing of a deleted steam heating system under a 200,000 sq. ft. high school building. The Asbestos Control Team completed this project "to the letter" as specified. Therefore, I recommend them to you without reservation. Their performance was excellent.

If I can be of further assistance, do not hesitate to call.

Sincerely,



W. L. Chapman
Superintendent

RAM 0001804

SINTON INDEPENDENT SCHOOL DISTRICT

P O BOX 1227

SINTON TEXAS 78387

WILLIAM F MCDANIEL
ASSISTANT SUPERINTENDENT

January 16, 1990

PHONE 264-1100
AREA CODE 817

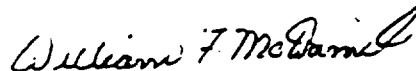
To Whom It May Concern:

The Sinton Independent School District has recently completed an extensive asbestos abatement project under the services of Asbestos Control Team. Mr. Bruno Alcala, president of the company, and other members did an outstanding job.

Mr. Alcala is a very dependable and thorough individual. I would recommend Mr. Alcala and Asbestos Control Team without reservations.

If I may be of further assistance, please feel free to call on me.

Sincerely,



W. F. McDaniel

WFMCD:jr

RAM 0001805

National Spill Control School

This Certifies That

SAM ALCALA

277-66-6468

Has Completed a Course in
The Safe Handling of Dangerous Goods
in Transportation

HAZMAT Safety Training
8 Hour Course

May 17, 1991

A Program of
Corpus Christi State University
A Campus of The Texas A&M University System

Steven S. Bame
Acting Director
National Spill Control School

Robert J. Gerson
Assistant Director
National Spill Control School

National Spill Control School

This Certifies That

PETE GUTIERREZ

464-02-6898

Has Completed a Course in
The Safe Handling of Dangerous Goods
in Transportation

HAZMAT Safety Training
8 Hour Course

May 17, 1991

A Program of
Corpus Christi State University
A Campus of The Texas A&M University System


Acting Director
National Spill Control School


Assistant Director
National Spill Control School

CERTIFICATE

THIS CERTIFIES THAT

PRECILIANO ALANIZ



ASHERA/EPA Accredited Course for Asbestos Abatement ANNUAL WORKER REFRESHER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

07/30/90

Course Date

CCR80-8960

Certification #

[Signature]
Authorized Signature

07/19/89

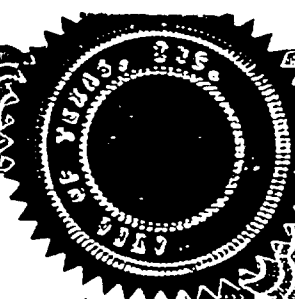
Date Exam Passed

07/30/91

Expires

NATEC

MAILING ADDRESS: 5555 W Loop S, Suite 636, Dallas, Texas 75241





REGION SIX

1448-11

Certificate Number



ENVIRONMENTAL TRAINING

Certificate of Achievement

SAM ALCALA

has attended and satisfactorily passed an interdisciplinary
training program and examination approved by the
Environmental Protection Agency

“Supervision Procedures and Practices for Asbestos Abatement Projects”

Satisfies OSHA Requirements of 29 CFR 1926.32 F
Competent Person Definition



REGION SIX

Satisfies 48 CFR 783,
Part III, Subpart E,
Appendix C: The Model
Accreditation Plan

By: *Charlotte Ramo*

Validation

Travis P. Harnett

Exam Administrator

03-14-90

Date

TEXAS
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

SAM ALCALA
277-66-6468

is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,

90-4212

Registration Number

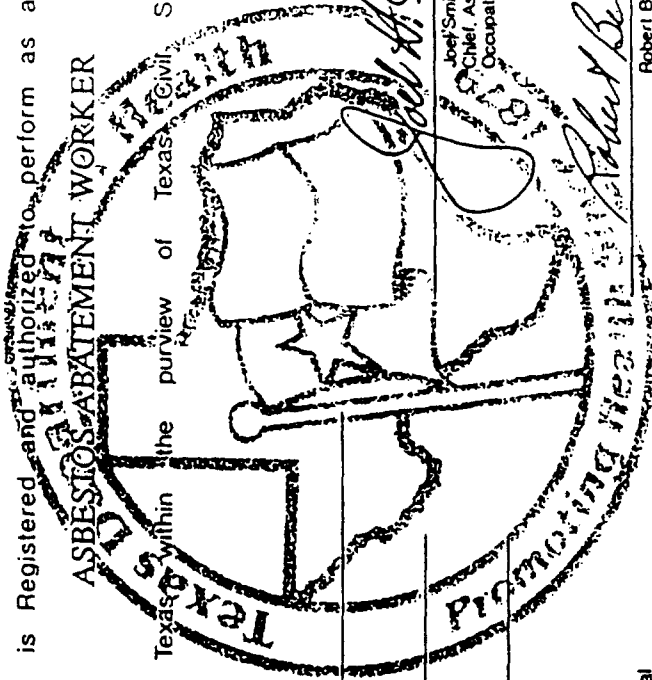
06/01/90

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here.



Joe Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

COPY

Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
02867

RAM 0001810

CERTIFICATE

THIS CERTIFIES THAT

XAVIER A. CANTU



Has completed the NATEC

AHERA/EPA Accredited Course for Asbestos Abatement ANNUAL WORKER REFRESHER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

07/30/90

Course Date

CCR080289-01

Certification #

08/02/89

Date Exam Passed

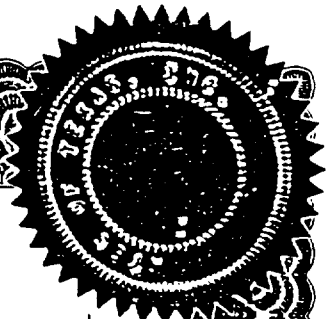
07/30/91

Expires

Authorized Signature

NATEC

MARKING ADDRESS 5535 W. LOOPE BLVD. SUITE 636 BEAVER TEXAS 77401



RAM 0001811

TEXAS DEPARTMENT OF HEALTH

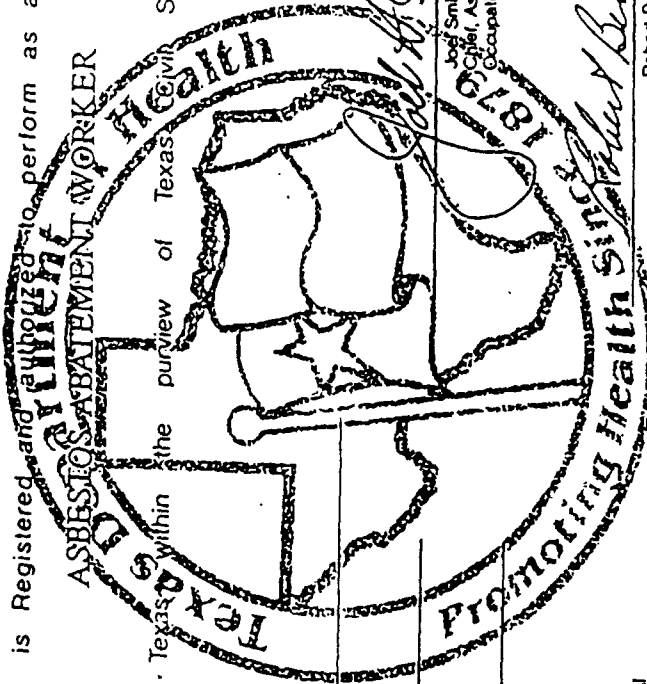
BE IT KNOWN THAT

XAVIER CANTU
467-61-1048

is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Health Statutes, Article 4477-3a,



90-0500

Registration Number

09/01/89

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here

Joe Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein, M.D., F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

00900

CERTIFICATE

THIS CERTIFIES THAT

THOMAS CHAPA

Has completed the NATEC

AHERA/EPA Accredited Course for Asbestos Abatement WORKER REFRESHER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

03/27/90
Course Date

NT-033789-05
Certification #

Authorized Signature

03/17/89
Date Exam Passed

03/27/91
Expires

NATEC

MAILING ADDRESS: 6801 Ridge Drive, Box 171, Houston, Texas 77058



REGION SIX

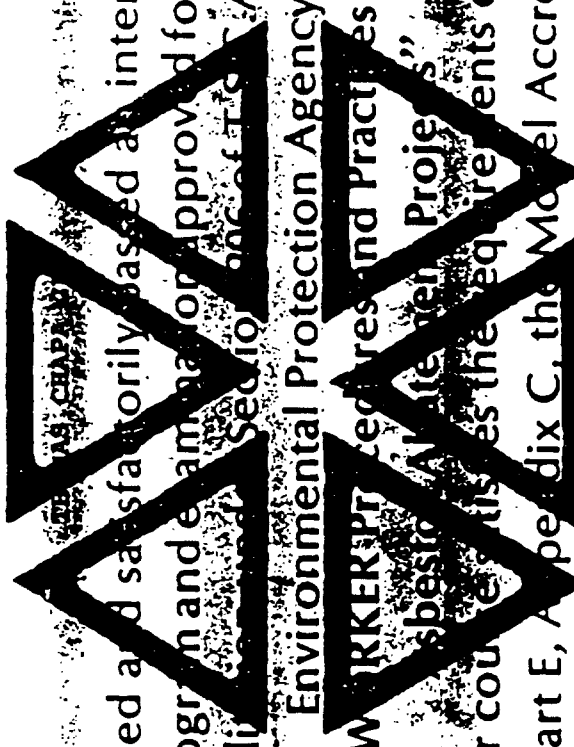
1422 01

Certificate Number



ENVIRONMENTAL TRAINING

Certificate of Achievement



has attended and satisfactorily passed an interdisciplinary training program and examination approved for purposes of Accreditation by the Environmental Protection Agency

“WORKER PROTECTED RESOURCES AND PRACTICES FOR SUBSIDIZED WATER SUPPLY PROJECTS”

This 24 hour course satisfies the requirements of 40CFR 763, Part III, Subpart E, Appendix C, the Model Accreditation Plan.



REGION SIX

BY:

Charlotte Ramsey

Validation

Willard L. Clark

Exam Administrator

01-10-90

Date

CERTIFICATE

THIS CERTIFIES THAT

REUBEN D. FERNANDEZ

Has completed the NATEC

ASBESTOS ABATEMENT COURSE
AHERA/EPA Accredited Course for Asbestos Abatement WORKER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

07/30-08/11/90
Course Date

CC080190-04
Certification #

08/01/90
Date Exam Passed

07/31/91
Expires

Authorized Signature

NATEC

MAILING ADDRESS 5555 W Loop S Suite 636 Dallas Texas 77401

RAM 0001815

TEXAS
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

REUBEN D. FERNANDEZ
080-42-0610

is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a.

90-5510

Registration Number

10/11/90

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here.

Joel H. Smith

Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein M.D.

Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

1578

△△△ REGION SIX

△△△ ENVIRONMENTAL TRAINING

1418 03
Certificate Number

Certificate of Achievement

ALONZO GARZA

has attended and satisfactorily passed an interdisciplinary training program and examination approved by the

Environmental Protection Agency
"Supervision Procedures and Practices for
Asbestos Abatement Projects"

Satisfies OSHA Requirements of 29 CFR 1926.32 F
Competent Person Definition



BY:

Charlotte Ramirez

Validation

Subchapter 40 CFR 763
Part III, Subpart E
Appendix C, The Model
Accreditation Plan

William L. Clark

Exam Administrator

12-13-89

Date

TEXAS
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

ALONZO GARZA
463-19-8380

Is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,

80-9269

Registration Number

08/01/89

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here.

Joel H. Smith

Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernheim

Robert Bernheim, M.D. FACP
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

RAM 0001818

CERTIFICATE

THIS CERTIFIES THAT

DANIEL GARZA SR.



WORKER

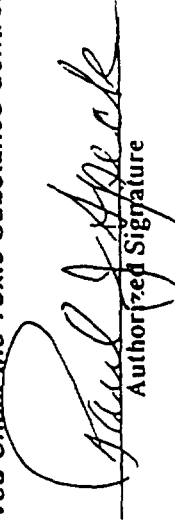
AHERA/EPA Accredited Course for Asbestos Abatement

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

07/30-08/01/90
Course Date

CC080190-03
Certification #


Authorized Signature

08/01/90
Date Exam Passed

07/31/91
Expires

NATEC →

MAILING ADDRESS 5555 W. Loop S. Suite 836 Dallas Texas 75201

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT

DANIEL GARZA
548-37-6688

is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas, within the purview of Texas Civil Statutes, Article 4477-3a,

90-5511

Registration Number

10/11/90

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here

Joel H. Smith
Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division
COPY

Robert Bernstein M.D.
Robert Bernstein, M.D., F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
06786



1448 09

Certificate Number



Certificate of Achievement

MANUEL G. GARZA

has attended and satisfactorily passed an interdisciplinary
training program and examination approved by the
Environmental Protection Agency

“Supervision Procedures and Practices for Asbestos Abatement Projects”

Satisfies OSHA Requirements of 29 CFR 1926.32 F
Competent Person Definition



REGION SIX

By:

Charlotte Romo

Validation

Satisfies 40 CFR 763,
Part III, Subpart E,
Appendix G, The Model
Accreditation Plan

Thomas R. Hernandez
Exam Administrator

03-14-90

Date

RAM 0001821

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT

MANUEL GARZA
290-62-3646

is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,

90-4213

Registration Number

06/01/90

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here.

Joel H. Smith

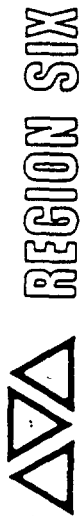
Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein M.D.

Robert Bernstein, MD FACP
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

02868



REGION SIX

1448 01

Certificate Number



ENVIRONMENTAL TRAINING

Certificate of Achievement

M. GUERRA

has attended and satisfactorily passed an interdisciplinary training program and examination approved by the

Environmental Protection Agency

**"Supervision Procedures and Practices for
Asbestos Abatement Projects"**

Satisfies OSHA Requirements of 29 CFR 1926.32 F
Competent Person Definition



REGION SIX

By:

Charlotte Ramirez

Validation

Meets 40 CFR 763,
Part III, Subpart E,
Appendix C, The Model
Accreditation Plan

Francisco C. Chasard

Exam Administrator

03-14-90

Date

RAM 0001823

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT

A.M. GUERRA
458-78-5878

is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,

90-4214

Registration Number

06/01/90

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here.

Joel H. Smith
Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein M.D.
Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
02869

RAM 0001824



REGION SIX

1418 04

Certificate Number



ENVIRONMENTAL TRAINING

Certificate of Achievement

PEDRO GARZA

has attended and satisfactorily passed an interdisciplinary training program and examination approved for purposes of Accreditation under Section 206 of T.S.C.A. by the

Environmental Protection Agency
"WORKER Procedures and Practices for
Asbestos Abatement Projects"

This 24 hour course satisfies the requirements of 40CFR 763, Part III, Subpart E, Appendix C, the Model Accreditation Plan.



REGION SIX

By: Charlotte Ramirez

Validation

Exam Administrator

12-12-89

Date

RAM 0001825

TEXAS
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

PEDRO GAPZA
451-27-9313

is Registered and authorized to perform as an
ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,

90-3131

Registration Number

03/01/90

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here

Joel H. Smith

Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein M.D.

Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
15494

RAM 0001826



REGION SIX



ENVIRONMENTAL TRAINING

1418 03

Certificate Number

Certificate of Achievement

ALONZO GARZA

has attended and satisfactorily passed an interdisciplinary
training program and examination approved by the
Environmental Protection Agency
“Supervision Procedures and Practices for
Asbestos Abatement Projects”

Satisfies OSHA Requirements of 29 CFR 1926.32 F
Competent Person Definition



ENVIRONMENTAL

By:

Charlotte Ramirez

Validation

Satisfies 29 CFR 1926,
Part 19, Subpart E,
Appendix C, The Model
Accreditation Plan

William L. Clark

Exam Administrator

12-13-89

Date

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT

ALONZO GARZA
463-19-8380

Is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

In the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,

80-9269

Registration Number

08/01/89

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here

Joel H. Smith

Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernslein, M.D.

Robert Bernslein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

RAM 0001828

CERTIFICATE

THIS CERTIFIES THAT

JOSE L. GUTIERREZ

Has completed the NATEC

AHERA/EPA Accredited Course for Asbestos Abatement

WORKER REFRESHER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

03/27/90

Course Date

NT-031789-05

Certification #

03/17/89

Date Exam Passed

03/27/91

Expires

NATEC

Authorized Signature

MAILING ADDRESS: 6601 Kirby Drive, Box 111, Houston, Texas 77055

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT

JOSÉ LUIS GUTIERREZ

455-17-8628

has given satisfactory evidence of qualifications for registration as

ASBESTOS ABATEMENT WORKER

within the State of Texas in accordance with Article 4477-3a of the Texas Civil Statutes and Chapter 25, Sections 289.141 - 289.156 of the Texas Administrative Code, as well as those Federal Regulations pertaining to the control and the abatement of asbestos.

800 CANTWELL

CORPUS CHRISTI, TX 78408

80-7937

Registration Number

APRIL 1, 1989

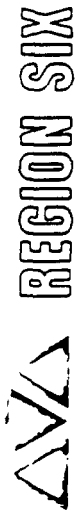
Date of Issue

Raymond V. Kotarski

Asbestos Program Branch
Occupational Safety & Health Division

Robert Bernstein, M.D., F.A.C.P.
Commissioner of Health

Non-Transferable



REGION SIX

1448 10

Certificate Number



ENVIRONMENTAL TRAINING

Certificate of Achievement

PEDRO GUTIERREZ

has attended and satisfactorily passed an interdisciplinary
training program and examination approved by the
Environmental Protection Agency

“Supervision Procedures and Practices for Asbestos Abatement Projects”

Satisfies OSHA Requirements of 29 CFR 1926.32 F
Competent Person Definition



REGION SIX

By: *Charlotte Ramirez*

Validation

Satisfies 40 CFR 263,
Part III, Subpart E,
Appendix C, The Model
Accreditation Plan

Francisco C. Hernandez

Exam Administrator

03-14-90

Date

RAM 0001831

TEXAS
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

FETE GUTIERREZ
464-02-6898

is Registered and authorized to perform as an
ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,

90-1466

Registration Number

11/01/89

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here

Joel H. Smith
Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein M.D.
Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
02925

RAM 0001832

CERTIFICATE

THIS CERTIFIES THAT

GARY CHARLES LUCY

Has completed the NATEC

AHERA/EPA Accredited Course for Asbestos Abatement WORKER REFRESHER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 205.

12/13/89

Course Date

1/3/89

Exam Date

51418-CR

Certification #

12/13/90

Expires

Authorized Signature

NATEC

TEXAS DEPARTMENT OF HEALTH

BE IT KNOWN THAT

GARY C. LUCY
453-57-8895

is Registered and authorized to perform as an

ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Health Statutes, Article 4477-3a,

90-0463

Registration Number

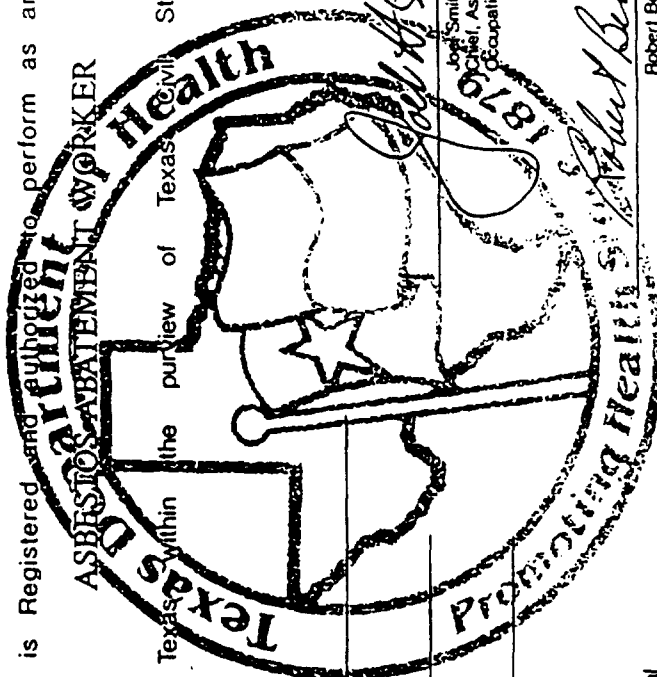
09/01/89

Issue Date

N/A

Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here.



Joe Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

Robert Bernstein M.D.

Robert Bernstein, M.D. F.A.C.P.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE
01172

CERTIFICATE

THIS CERTIFIES THAT

GREGORY CHARLES SILVEY

NATEC
Has completed the NATEC

AHERA/EPA Accredited Course for Asbestos Abatement ANNUAL WORKER REFRESHER

and has passed the Required Exam in that Discipline.

This course is EPA Approved Under the Toxic Substance Control Act (TSCA) Section 206.

04/30/90

Course Date

NTR302

Certification #

06/02/89

Date Exam Passed

04/30/91

Expires

Paul J. Speck
Authorized Signature

NATEC

MAT INC ADDRESS: 6601 Kirby Drive, Box 111, Houston, Texas 77055

RAM 0001835



REGION SIX



ENVIRONMENTAL TRAINING

1448-12
Certificate Number

Certificate of Achievement

SEFERINO TRUJILLO

has attended and satisfactorily passed an interdisciplinary training program and examination approved for purposes of Accreditation under Section 206 of T.S.C.A. by the

Environmental Protection Agency
"WORKER Procedures and Practices for
Asbestos Abatement Projects"

This 24 hour course satisfies the requirements of 40CFR 763, Part III, Subpart E, Appendix C, the Model Accreditation Plan.



REGION SIX

By:

Charlotte Ramsel

Validation

Therese C. Harnadek
Exam Administrator

03-14-90

Date

RAM 0001836

TEXAS

DEPARTMENT OF HEALTH

BE IT KNOWN THAT

SEFERINO TRUJILLO
613-20-4904

is Registered and authorized to perform as an
ASBESTOS ABATEMENT WORKER

in the State of Texas within the purview of Texas Civil Statutes, Article 1173a.

90-4211
Registration Number

06/01/90
Issue Date

N/A
Expiration Date

This certificate is void
after expiration date
without a current renewal
identification card
displayed here

Joel H. Smith
Joel Smith, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

COPY

Robert Bernstein M.D.
Robert Bernstein, M.D., F.A.C.P.
Commissioner of Health

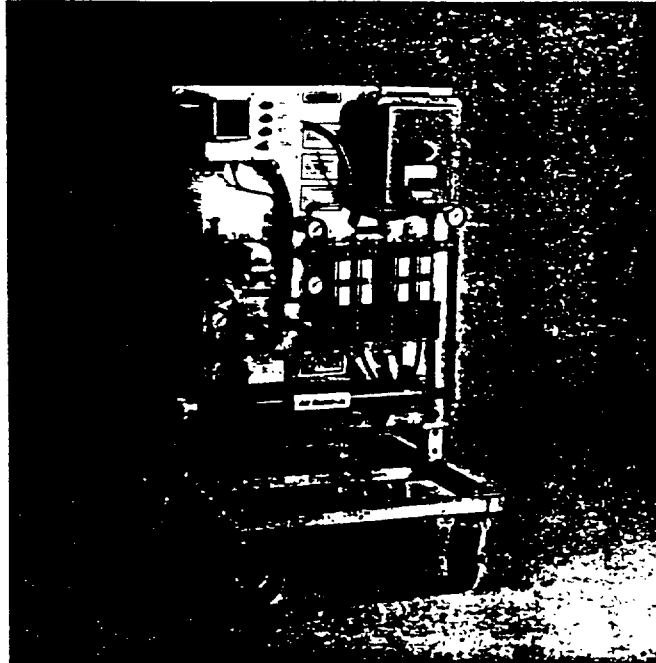
VOID IF ALTERED NON-TRANSFERABLE

02856

Critical Systems

Houston, Texas

A DIVISION OF CRITICAL INDUSTRIES INC.



AIR BURST Jr.

Type "C" Breathing Air System

In combination with a Breathing Air Compressor, the AB-Jr. will provide a continuous supply of "Grade D" breathing air.

FEATURES :

- *Balanced 8-Worker Air Delivery Up To 300 Feet
- *Water Cooled Aftercooler
- *Automatic Switching to Reserve Air Supply
- *Four Stage Filtration :
 - 1st stage : Water / Particulate - Extraction
 - 2nd stage : Hydrocarbon / Particulate - Extraction
 - 3rd stage : Odor - Extraction
 - 4th stage : Odor / Particulate -Extraction
- *Optional Heavy Duty Cart
- *Optional High Pressure Manifold for Connecting Reserve Air Bottles

FOUR SAFETY ALARMS :

1. Carbon Monoxide Monitor
2. Low Pressure or Compressor Failure
3. Power Failure
4. Monitor Malfunction

SPECIFICATIONS :

- *Dimensions : 30" D x 58" H x 44" W
- *Weight : 240 lbs.
- *Water Connections : Garden Hose Thread
- *Air Connections : 4-Lug Crowfoot
- *Power : 110 Volt / 60 Hz
- *Maximum Rated Capacity : 120 CFM @ 125 PSI
- *Monitor : Solid State Catalytic Sensor

RAM 0001838



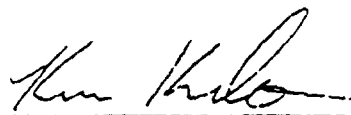
The critical difference.

CERTIFICATION OF COMPLIANCE

AIR BURST-Jr. BREATHING AIR PANEL

WE CERTIFY THAT THE AIR BURST-Jr BREATHING AIR PANEL IS
DESIGNED AND BUILT TO COMPLY WITH CFR 29 1910.134 AND TO
MONITOR FOR GRADE "D" AIR IN ACCORDANCE WITH THE
COMPRESSED GAS ASSOCIATION SPECIFICATION G-7.1-1989.

THE AIR BURST-Jr BREATHING AIR PANEL WHEN USED IN
CONJUNCTION WITH A WELL MAINTAINED BREATHING AIR
COMPRESSOR WITH SUFFICIENT CAPACITY IS CERTIFIED TO
COMPLY WITH THE COMPRESSED GAS ASSOCIATION GRADE "D"
AIR SPECIFICATION G-7.1-1989.



Ken Kondo, Vice-President
Critical Engineering

Critical Systems

Houston, Texas

A DIVISION OF CRITICAL INDUSTRIES, INC.



CRITICAL SHOWER

PORTABLE SHOWER

FEATURES :

- *Slide Up Telescope Assembly
- *One Piece Aluminum Construction
- *Automatic Water Level Sensor
- *Easy Access Male Garden Hose Fittings
- *Shower Drain with 100 Micron Filter Bag
- *Side Flaps of Durable, High Quality, Opaque, 12 oz. Vinyl
- *Complete with Shower Fixtures, Hot and Cold Water Hook Up

SPECIFICATIONS :

- *Dimensions :
 - Assembled : 30 1/4" x 30 1/4" x 83"
 - Collapsed : 30 1/4" x 30 1/4" x 38 3/4"
- *Weight : 100 lbs.
- *Flow Rate : 2 GPM
- *Fittings :
 - Cold Water 3/4 MGHT
 - Hot Water 3/4 MGHT
 - Drain 3/4 MGHT
 - Water Level Sensor 3/16 O.D. SHANK

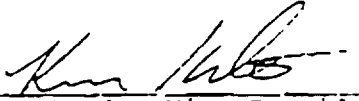
RAM 0001840

Critical Systems

The critical difference.

CERTIFICATION OF COMPLIANCE CRITICAL SHOWER

WE CERTIFY THAT THE CRITICAL SHOWER IS DESIGNED AND BUILT TO
COMPLY WITH FEDERAL REGULATION CFR 29 1910.141 (d)(3).



Ken Kondo, Vice President
Critical Engineering

RAM 0001841

Easi-Air™



7200S

**Dual Cartridge
Half-Mask Respirator
Facepiece — Silicone**

NIOSH/MSHA Approved

Note: Please refer to enclosed Easi-Air Instruction Booklet for usage guide approval labels and product limitations.

Important: Cartridge and Filter Retainers are **NOT** included with this facepiece. Please check selection guide or enclosed instruction booklet for proper Retainers.

PART NO.
051138-08731

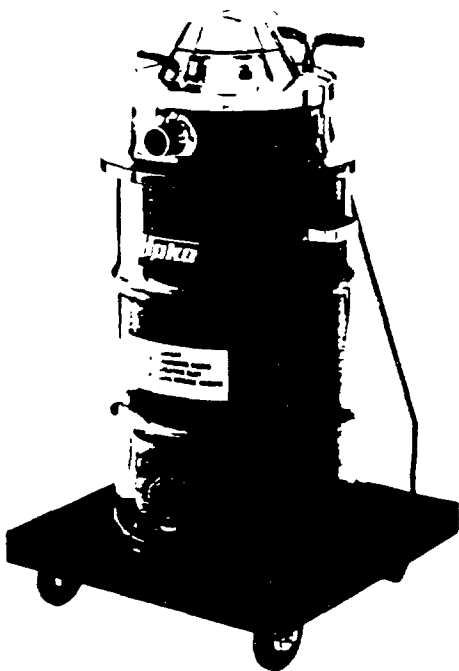
Small/Medium
Size

1 Facepiece

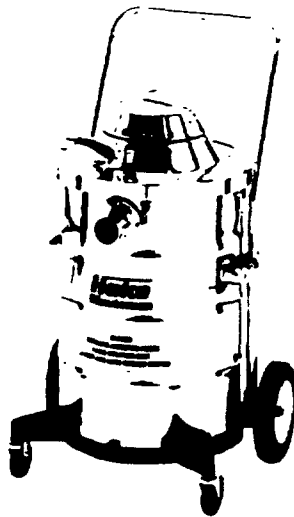
- Snap clamps hold head securely to tank
- Automatic liquid or foam shut-off.
- Optional wet conversion features perforated polyethylene screen to prevent debris from reaching filters. (Liquid shut-off assembly is optional with wet/dry filter.)
- Seamless, molded linear, polyethylene tank...non-corrosive
- 8" semi-pneumatic rear wheels and front swivel casters
- Cord strain relief
- 3-wire grounded

Hako's Five-Stage Filtration System puts more protection between your operator and hazardous wastes.

Each 15 and 20 gallon Hako Asbestos Vacuum is equipped with a disposable collector bag, inside plastic bag liner, disposable filter protector, cloth filter bag, impact pre-filter and H.E.P.A. filter. A total of 5 filter media for dry recovery and 4 filter media for wet recovery



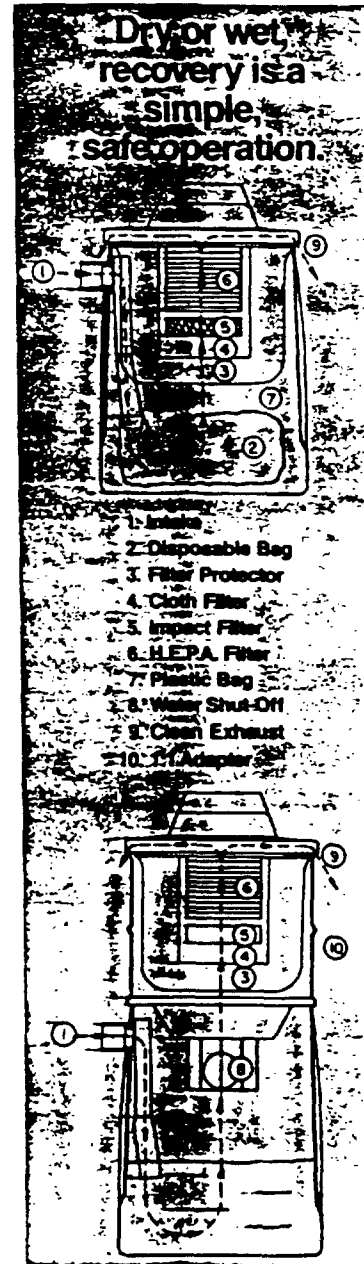
30 gallon epoxy powder coated steel
55 gallon epoxy powder coated steel



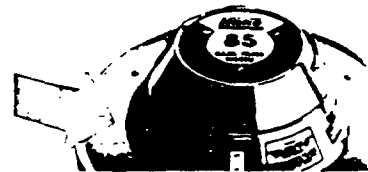
15 gallon stainless steel

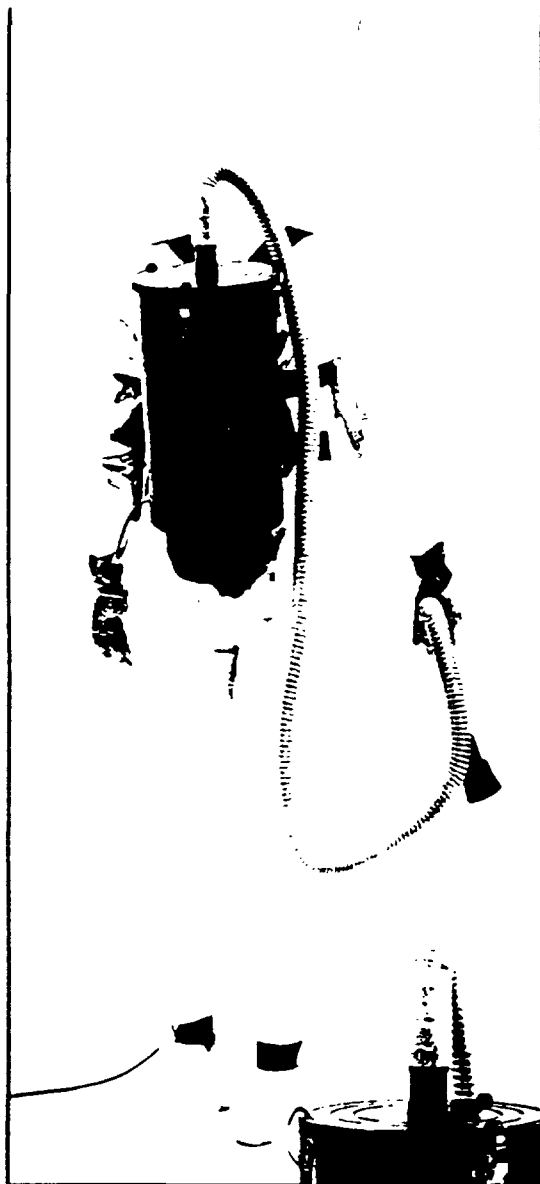


15 gallon painted



Red light alerts operator to change or clean filters.





30ASB Bacpac Asbestos Vacuum

The ideal asbestos vacuum for hard-to-reach areas. Goes where you go, on your back with all the quality features of Pullman/Holt's standard asbestos vacuums.

Features:

- 50 ft., 3 wire safety cord with in-line switch enabling operator to work large areas.
- Molded plastic, lightweight Bacpac frame with wide strapping for maximum comfort and ease of cleaning.
- Equipped with HEPA filter providing 99.97% efficiency at .3 microns DOT method, for safe, efficient asbestos cleanup.
- Moleskin cloth filter and paper filter bag combined with the HEPA filter gives the added protection of triple filtration.
- Heavy gauge steel tank with baked enamel finish makes the unit corrosion resistant for long life.
- Top-fill design insures maximum bag capacity.
- Equipment comes with 15 ft. crush-proof hose dusting tool.

Specifications:

Product Code: B160000

2-stage, 1 HP Air-Thru Motor,
7.2 Amps, 85" waterlift, 101 CFM
with .12 bu recovery capacity.
Overall height 20.5"; Diameter 9";
Weight 18 lbs.

Warranty: Motor 1 year, Parts
90 days.

PULLMAN-HOLT

10770 N. 46th Street • Tampa, Florida 33617
(813) 971-2223

Hako

Minuteman

X839 Series

Vacuums...

The safe choice for hazardous cleaning jobs.

The polyethylene tank adds an extra measure of safety.

When you're handling hazardous wastes, safety is of paramount importance. That's why Hako has developed a polyethylene tank in 15 and 20 gallon sizes for use with its X839 Series Vacuums. This new polyethylene tank has a unique design that lets the operator handle high-risk cleaning tasks with greater speed, efficiency and safety. And its non-corrosive and dent-proof, so you can rely on it for years of dependable service.

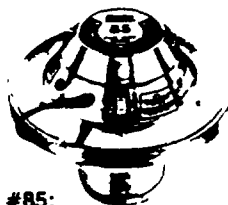
Of course, you can still get our X839 Series Vacuums with a stainless steel or painted tank, if that's what suits your needs.

Outstanding features make Hako the industry leader.

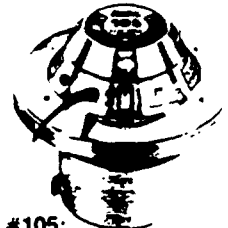
- Three separate vacuum motor assemblies are matched to six tanks, so you can order the exact unit to fit your needs
- Waterlift of 85," 105" and 130 "
- Efficient filter system features a self-cleaning cloth filter bag that is flame-treated and elasticized to eliminate dust buildup.

To select the Minuteman that's perfect for your needs, choose from the following tank/vacuum motor assembly combinations:

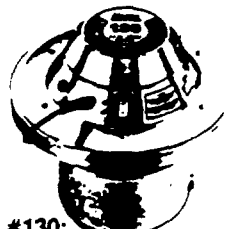
Select the correct vacuum motor assembly ...



Model #85:
85" waterlift (max. closed orifice),
95 CFM, 17,500 rpm, 2-stage fan,
minimum 1.0 h.p. input.



Model #105:
105" waterlift (max. closed orifice),
115 CFM, 17,500 rpm, 2-stage fan,
minimum 2.3 h.p. input.



Model #130:
130" waterlift (max. closed orifice),
100 CFM, 17,500 rpm, 3-stage fan,
minimum 2.3 h.p. input.

With these six tanks ...



15 gallon polyethylene



20 gallon polyethylene

Hako Minuteman Asbestos Vacuums are easy and economical to use.

- Wet/Dry Asbestos Vac... a versatile unit, all 15, 20, 30 & 55 gallon vacuums have wet/dry recovery capabilities with optional 1:1 adapter and water shut-off.
- 30/55 Gallon Asbestos Vac... each unit is equipped with a painted tank, dolly cart and handle for easy maneuverability. Use a disposable 30 or 55 gallon drum to save labor and avoid rehandling toxic materials.
- The polyethylene tanks are covered by a full 7 year warranty and all other machines and components with a 2 year warranty



OPERATING INSTRUCTIONS & PARTS MANUAL
AIRLESS PAINT SPRAYER
MODEL 4Z242D

FORM
5S1435
02433

0189/027
VP

READ INSTRUCTIONS CAREFULLY BEFORE ATTEMPTING TO INSTALL, OPERATE, OR SERVICE THE SPEEDAIRE AIRLESS PAINT SPRAYER. FAILURE TO COMPLY WITH INSTRUCTIONS COULD RESULT IN PERSONAL INJURY AND/OR PROPERTY DAMAGE!
RETAIN INSTRUCTIONS FOR FUTURE REFERENCE.

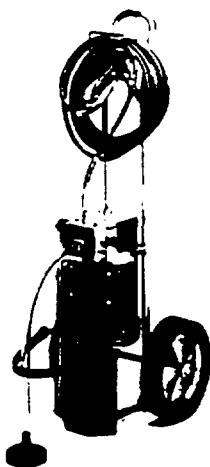


Figure 1

Description

The Speedaire airless paint sprayer is designed to operate on 115 AC electric power. It utilizes a hydraulic pumping action which builds pressures up to 2500 PSI and atomizes the paint to a fine mist. As a result, the large amount of over-spray associated with air spray methods is reduced with the airless sprayer. Sprays latex, enamel, lacquer paints, varnishes and stains. An adjustable tip is supplied with this unit.

Specifications

Motor Totally enclosed, fan cooled (TEFC)
1/2 hp, 115v, 60 Hz
Spray rate 1/3 Gallon per minute
Tip Adjustable orifice 0.009-0.019
Weight 49 Lbs.
Spray pattern Adjustable from 2" - 12" wide

Unpacking

When unpacking the unit, inspect carefully for any damage that may have occurred during transit.

IN117802AV
(Rev. B)

IMPORTANT: IF ANY PROBLEMS ARE ENCOUNTERED WITH THE SPEEDAIRE AIRLESS PAINT SPRAYER, PLEASE CALL THE AIRLESS HOT-LINE TOLL FREE 1-800-626-4401 (IN OHIO, CALL (513) 367-1182 COLLECT).

LIMITED WARRANTY

DAYTON NINETY-DAY LIMITED WARRANTY. Speedaire airless paint sprayer, Model 4Z242D is warranted by Dayton Electric Mfg. Co. (Dayton) to the original user against defects in workmanship or materials under normal use for 90 days after date of purchase. Any part which is determined by Dayton to be defective in material or workmanship and returned to an authorized service location, as Dayton designates, shipping costs prepaid, will be, as the exclusive remedy, repaired or replaced at Dayton's option. For limited warranty claim procedure, see PROMPT DISPOSITION below. This limited warranty gives purchaser specified legal rights which vary from state to state.

LIMITATION OF LIABILITY. To the extent allowable under applicable law, Dayton's liability for consequential and incidental damages is expressly disclaimed. Dayton's liability in all events is limited to, and shall not exceed, the purchase price paid.

WARRANTY DISCLAIMER. Dayton has made a diligent effort to illustrate and describe the product in this literature accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty that the product is merchantable, or fits a particular purpose, or that the product will necessarily conform to the illustrations or descriptions.

Except as provided below, no warranty or affirmation of fact, expressed or implied, or other than as stated in "LIMITED WARRANTY" above is made or authorized by Dayton.

PRODUCT SUITABILITY. Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Dayton attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application and national and local codes and regulations, and be sure that the product, installation, and use will comply with them.

Certain aspects of disclaimers are not applicable to consumer products, e.g., (a) some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you; (b) also, some states do not allow limitations on how long an implied warranty lasts, consequently the above limitation may not apply to you; and (c) by law, during the period of the Limited Warranty, any implied warranties of merchantability or fitness for a particular purpose applicable to consumer products purchased by consumer, may not be excluded or otherwise disclaimed.

PROMPT DISPOSITION. Dayton will make a good faith effort for prompt correction or other adjustment with respect to any product which proves to be defective within limited warranty. For any product believed to be defective within limited warranty, first write or call dealer from whom product was purchased. Dealer will give additional directions. If unable to resolve satisfactorily, write to Dayton at address below, giving dealer's name, address, date and number of dealer's invoice, and describing the nature of the defect. Title and risk of loss pass to buyer on delivery to common carrier. If product was damaged in transit to you, file claim with carrier.

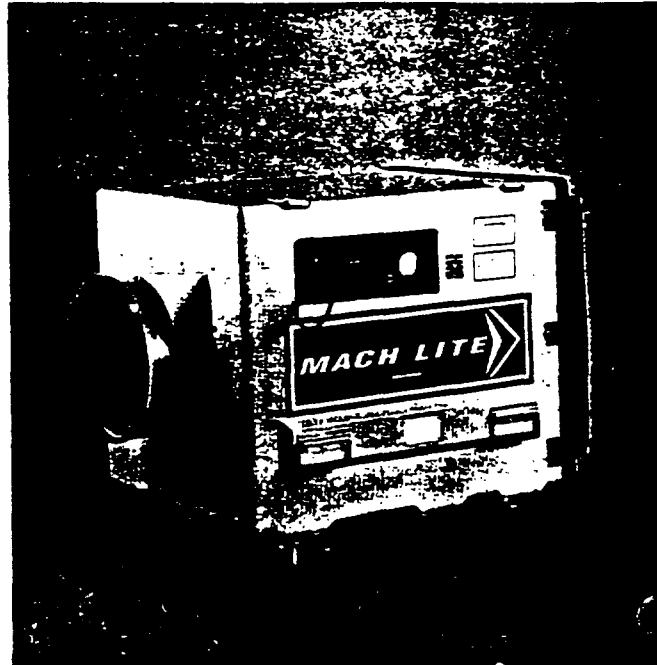
Manufactured for Dayton Electric Mfg. Co.,
5959 W. Howard St., Chicago, IL 60648

RAM 0001846

Critical Systems

Houston Texas

A DIVISION OF CRITICAL INDUSTRIES INC.



MACH LITE

Patent Pending

NEGATIVE PRESSURE SYSTEM

FEATURES :

- *High Gloss Gel-Coated Molded Fiberglass Construction
 - Light Weight
 - Impact Resistant
 - Easy To Clean
- *Four 3-1/2" Dia. Swivel Casters with Two Locking
- *Stackable
- *HEPA Fail Safe Switch
- *Four Easy Lift Handles
- *Cumulative Hour Meter
- *Static Pressure Gauge
- *14" Dia. Discharge
- *Optional Intake Adaptor Available

SPECIFICATIONS :

- *Air Volume : 1850 CFM
- *Dimensions : 41" L x 32 1/2" H x 30" W
- *Weight : 170 lbs.
- *Motor : 1 Hp - Thermally Protected
- *Power : 115 Volt / Single Phase / 60 Hz
- *Full Load Amps : 12.3 Amps @ 115 Volts
- *Circuit Protection : 15 Amp Circuit Breaker
- *Filters : 24" x 24" x 1" Primary
 - 24" x 24" x 2" Secondary
 - 24" x 24" x 11-1/2" HEPA

RAM 0001847

Critical Systems

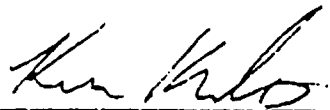
The critical difference.

CERTIFICATION OF COMPLIANCE

MACH LITE NEGATIVE PRESSURE SYSTEM

WE CERTIFY THAT THE MACH LITE NEGATIVE PRESSURE SYSTEM IS BUILT TO COMPLY WITH THE ANSI Z9.2-1979 STANDARDS. FURTHER, THE HEPA FILTERS SUPPLIED BY OUR AUTHORIZED DISTRIBUTORS HAVE BEEN GUARANTEED BY THE RESPECTIVE MANUFACTURER TO BE CAPABLE OF 99.97% FILTRATION OF ALL PARTICLES .3 MICRON OR LARGER.

THE NEGATIVE PRESSURE SYSTEM ALSO IS IN ACCORDANCE WITH THE EPA GUIDANCE DOCUMENT, EPA 560/5-85-024, "GUIDANCE FOR FIRABLE ASBESTOS CONTAINING MATERIALS IN BUILDINGS" APPENDIX J.



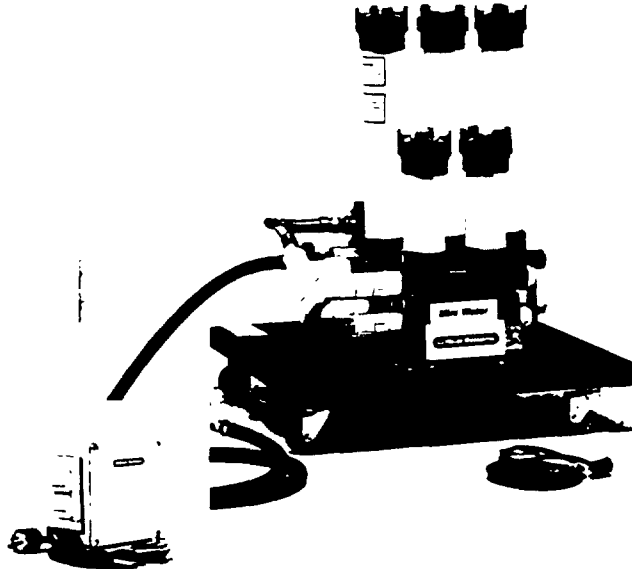
Ken Kondo, Vice President
Critical Engineering

RAM 0001848

Critical Systems

Houston, Texas

A DIVISION OF CRITICAL INDUSTRIES, INC.



MINI WATER

WATER FILTRATION SYSTEM

FEATURES :

- *High Quality Water Filtration
- *Impervious to Rust and Corrosion
- *Level Control Engages at 6.75" Water Level and Disengages at 1.5"
- *Mounted on Impact Resistant ABS Platform with 3" Casters
- *Two Stage Filtration :
 - 1st stage : 20 Micron
 - 2nd stage : 5 Micron

SPECIFICATIONS :

- *Platform : 30"L x 30"W
- *Height : 38"
- *Weight : 55 lbs. Dry
- *Motor : 1/3 Hp - Thermally Protected
- *Power : 110 Volts / 60 Hz
- *Full Load Amps : 6 Amps
- *Flow Capacity : 17 GPM @ 8.5 PSI
- *Water Connections : Garden Hose Thread

ACTUATOR

FEATURES :

- *Simple Plug-in Alternate Level Control Device
- *Readily Adapts Mini-Water
- *Optional Level Control
- *Actuator Engages at 2.5" and Disengages at 1" of Water Level (Adjustable)

SPECIFICATIONS :

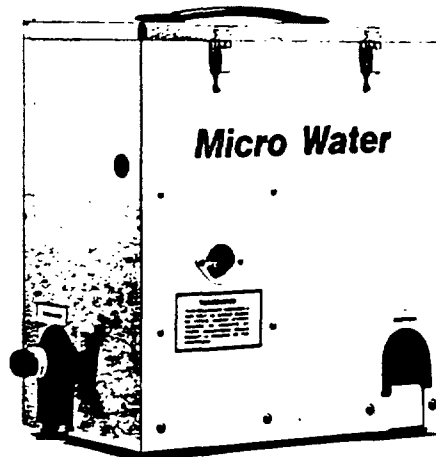
- *Dimensions : 8" L x 8" H x 4" W
- *Weight : 2 lbs.
- *Power Supply : 110 Volts / 60 Hz

RAM 0001849

Critical Systems

Houston Texas

A DIVISION OF CRITICAL INDUSTRIES INC.



MICRO WATER

SHOWER WATER FILTRATION SYSTEM

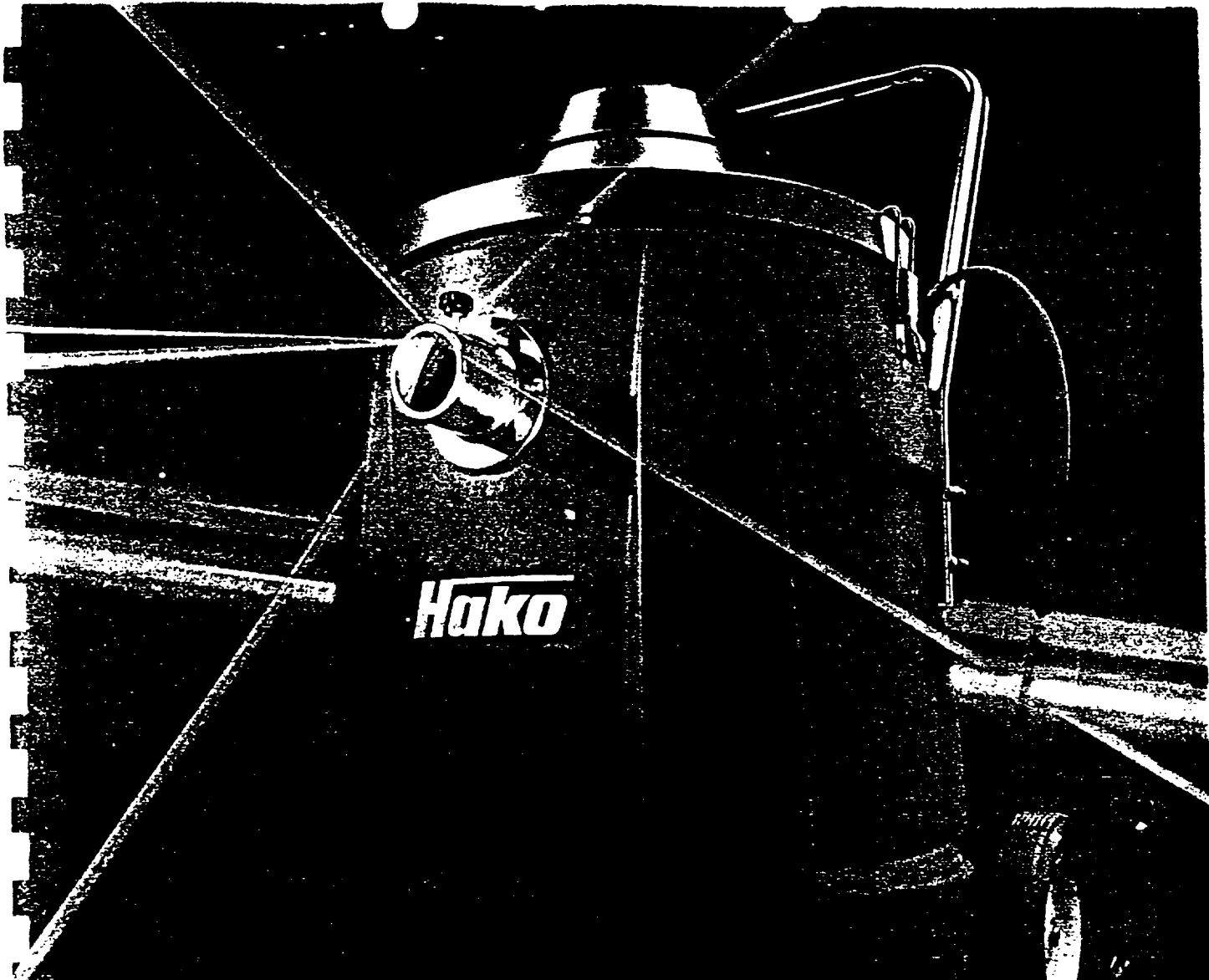
FEATURES :

- *Compact Version of the Mini Water System
- *High Quality Shower Water Filtration
- *Impervious to Rust and Corrosion
- *Enclosed in a Stainless Steel Cabinet
- *Lightweight & Mobile
- *Self Priming to 10 Feet of Suction Lift
- *Built-in Electric Level Control Actuator
- *Actuator Engages at 2.5" and Disengages at 1" of Water Level (Adjustable)
- *Pressure Gauges on Each Stage
- *Two Stage Filtration
 - 1st stage : 20 Micron
 - 2nd stage : 5 Micron

SPECIFICATIONS :

- *Dimensions : 10 1/2" D x 16 1/2" W x 18" H
- *Weight : 32 lbs. Dry
- *Water Connections : Garden Hose Thread
- *Motor : 1/12 Hp - Thermally Protected
- *Power : 115 Volts / 60 Hz
- *Full Load Amps : 1.75 Amps
- *Flow Capacity : 5.5 GPM @ 3 PSI
4.7 GPM @ 8 PSI

RAM 0001850



Hako

Hako Minuteman X839 Series Asbestos Vacuum Systems

**Now featuring another Hako innovation:
A rugged polyethylene tank.**

Liquid Overcoat

CerTane Liquid Topcoat is a unique polymer system designed to completely spray back and lock down any asbestos fibers that might remain on the treated surface following removal. As a latex based formula, Topcoat effectively binds and cements the asbestos fibers, quickly drying into an elastic surface resistant to impact and degradation. This surface provides long life performance, and when heated, converts to a unique ceramic barrier that resists fire and heat up to 2000° F. And Liquid Topcoat is safer, lower in cost and easier to use than other industry products:

Makes the Job Easy: Liquid Topcoat is easily sprayed onto any ceiling, beam or surface using conventional airless spray equipment. The product itself is tinted yellow for easy inspection. We've even color coded Topcoat's bucket and label for easy identification.

Makes the Job Safe: Topcoat's unique non-toxic formula makes the worker's job easy and safe, since it doesn't cause eye or skin irritation, is non-toxic to oral ingestion, and has virtually no odor. And after the job is done, Topcoat's ceramic fire proof layer provides added protection against the dangers of fire.

Makes the Job Cost-Effective: Topcoat is designed for Lower Total Use Cost - Savings in both product and labor. Because of Topcoat's exceptionally high coverage (our high solids content gives a greater dry film thickness), less product is needed for the job. And a one coat application saves time and labor.

For All Asbestos Jobs: Certified Technologies introduces the 1-2 Punch, a comprehensive package specifically engineered for effective asbestos removal. Step One is Liquid Raincoat, a penetrating surfactant designed for wet removal. Raincoat deeply penetrates and soaks the asbestos fibers for safe and complete removal, and is effective on a wide range of mineral surfaces. Step Two, post removal treatment using Liquid Topcoat, completes the removal process.

In addition to products for effective removal, Certified Technologies also has non-toxic, fire resistant products for asbestos encapsulation:

For Encapsulation: Overcoat 2000
Undercoat 2050
Masticcoat 3000
For Removal: Raincoat 2075
Topcoat 1000

Bridging Encapsulant Compound for Asbestos
Penetrating Encapsulant for Friable Asbestos
High Viscosity Encapsulant for Boilers and Pipes
Penetrating Surfactant for Asbestos Removal
Formula for Post-Removal Spray-back/Lock down

Liquid Overcoat

Advantages

Non-toxic.
Easy to apply without dripping or sagging.
Single application.
Economical: Topcoat's high solids content yields greater coverage and dry film thickness.
Forms smooth elastic seal.

Dries overnight.
Minimal odor.
Impact resistant.
Resists fire to 2000° F.
Long life.
Pat. #4,702,861.

Use Instructions

Application

For post removal treatment: to bind any residual fibers on the abated surface and on the polyethylene sheeting of the containment area:

Use airless piston type spray equipment with tip size .023-.031 in. (for example, Graco Ultra 1000 Electronic Sprayer). Stir thoroughly.

Apply CarTane Topcoat at a rate of 150 to 250 square feet per gallon. Use more product for rough or absorbent surfaces. A 5 mil wet application yields approximately a 2 mil dry film thickness. Apply a second coat if needed. Topcoat dries to the touch in 2 hours.

Technical Properties (Typical)

Form: Liquid (thixotropic)
Weight/Gallon: 9.5 lbs/gallon
Solids Content: 38.9%
Odor: Minimal
Freeze Point: 32° F
Coverage: 200 sq. ft at 3 mil thickness

Fire Retardant Properties: A Class "A" rating by Factory Mutual Research for flame spread and smoke generation is 25 or under. Topcoat received 5 flame spread/5 smoke generation, ASTM E-84 test (equal to UL 723).

Non-Toxicity: Tox Monitor Report No. 85-262: Rated non-toxic to oral ingestion.

Important Information

Storage: Up to one year. Protect from freezing. Store between 35° and 110° F.

First Aid: In case of eye contact, immediately flush with plenty of cool, running water. If swallowed, do not induce vomiting. Rinse mouth; then immediately drink 1 to 2 large glasses of water. Contact a physician.

Clean-up: Use soapy water. Clean immediately to prevent drying.

Warning: Do not apply Topcoat to metal surfaces that exceed 212° F. Cool surfaces below the boiling point of water before application.

Caution: Use protective eyewear. Avoid breathing mist. Always abide by EPA regulations e.g. EPA-560-OPIS-88-001 September 1986 "A Guide to Respiratory Protection for the Asbestos Abatement Industry" when using this product.

Section V — Reactivity Data

Stability	Unstable		Conditions to Avoid
	Stable	X	Keep from freezing.

Incompatibility (Materials to Avoid)

Hazardous Decomposition or Byproducts

Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur	X	None known.

Section VI — Health Hazard Data

Routes of Entry:	Inhalation?	Skin?	Ingestion?
	Inhalation and ingestion.		

Health Hazards (Acute and Chronic) None to mild irritation of the eyes, slightly irritating to the skin. Acute oral LD50 greater than 5 gm/kg body weight.

Carcinogenicity	NTP? None known.	IARC Monographs?	OSHA Regulated?
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Signs and Symptoms of Exposure None to minimal irritation of eyes, slightly irritating to skin. Acute oral LD50 greater than 5 gm/kg body weight.

Medical Conditions Generally Aggravated by Exposure None known.

Emergency and First Aid Procedures Washed exposed areas with soap and water immediately.

Flush eyes with water for 15 minutes. Avoid breathing mists.

Section VII — Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled Use absorbant material or scoop to pick up bulk spills. Flush final traces with water.

Waste Disposal Method Place in suitable container for disposal, according to local, state and federal regulations for water based coatings.

Precautions to Be Taken in Handling and Storing Keep from freezing. Keep container sealed when not in use.

Other Precautions

Section VIII — Control Measures

Respiratory Protection (Specify Type)			
TC-21C-249 type			
Ventilation	Local Exhaust	Special	Precautions as per normal latex paint spraying activities
	Mechanical (General)	Other	
Protective Gloves	Latex	Eye Protection	Face shield or safety goggles
Other Protective Clothing or Equipment Use approved respirators, clothing, etc. when using product for asbestos encapsulation.			
Work/Hygiene Practices Follow all applicable OSHA/NIOSH/EPA, etc. regulations concerning asbestos health hazards when using Certane 2000 as an asbestos bridging encapsulant.			

Page 2

• USGPO 1986-691-529/65775

Liquid Overcoat

CerTane 2000 Bridging Encapsulant

CerTane Liquid Overcoat is a unique polymer system designed to completely coat and bridge asbestos containing surfaces. As a latex based formula, Overcoat effectively binds and cements the asbestos fibers, quickly drying into an elastic surface resistant to impact and degradation. Along with its asbestos encapsulation properties, this surface when heated converts to a unique ceramic barrier that resists fire and heat up to 2000° F. And Liquid Overcoat is safer, lower in cost and easier to use than other industry products:

Makes the Job Easy: Liquid Overcoat is easily sprayed onto any ceiling, beam or surface using conventional airless spray equipment. The product itself can be tinted in the field or factory in more than 600 colors. We've even color coded Overcoat's bucket and label for easy identification.

Makes the Job Safe: Overcoat's unique non-toxic formula makes the worker's job safe, since it doesn't cause eye or skin irritation, is non-toxic to oral ingestion, and has virtually no odor. And after the job is done, Overcoat's ceramic fire proof layer provides added protection against the dangers of fire.

Makes the Job Cost-Effective: Encapsulation, where appropriate, significantly reduces the cost of eliminating the asbestos hazard. Overcoat is designed for Lower Total Use Cost = Savings in both product and labor. Because of Overcoat's exceptionally high coverage (our high solids content gives a greater dry film thickness), less product is needed for the job. And a one coat application saves time and labor.

For All Asbestos Jobs: Because each asbestos situation is unique, different products and methods are needed. Liquid Overcoat is one in a family of products specifically designed and engineered to fit particular asbestos problems. The comprehensive CerTane line accommodates all applications:

For Encapsulation:	Overcoat 2000	Bridging Encapsulant Compound for Asbestos
	Undercoat 2050	Penetrating Encapsulant for Friable Asbestos
	Masticcoat 3000	High Viscosity Encapsulant for Boilers and Pipes
	Raincoat 2075	Penetrating Surfactant for Asbestos Removal
For Removal:	Topcoat 1000	Formula for Post-Removal Spray-back/Lock down

Certified Technologies Corporation
7404 Washington Avenue South
Eden Prairie, MN 55344

(612) 941-5093

RAM 0001855

Material Safety Data Sheet
May be used to comply with
OSHA's Hazard Communication Standard,
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072



IDENTITY (As Used on Label and List)

CERTANE 1000

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate this.

Section I

Manufacturer's Name

Certified Technologies Corporation

Emergency Telephone Number

(612) 436-8250 or (612) 942-9999

Address (Number, Street, City, State, and ZIP Code)

7404 Washington Avenue South

Telephone Number for Information

(612) 942-5002 or (800) 433-1902

Minneapolis, Minnesota 55344

Date Prepared

4th May 1987

Signature of Preparer (optional)

Section II — Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))

OSHA PEL

ACGIH TLV

Other Limits Recommended

NA (optional)

This formulation contains no heavy metals.

None in reportable concentrations per OSHA 1910.1200

Section III — Physical/Chemical Characteristics

Boiling Point

Greater than

212° F

Specific Gravity (H₂O = 1)

1.09

Vapor Pressure (mm Hg.)

NA

Melting Point

NA

Vapor Density (AIR = 1)

NA

Evaporation Rate
(Bunl Acetate = 1)

NA

Solubility in Water

Dispersible

Appearance and Color

White viscous liquid - latex paint odor

Section IV — Fire and Explosion Hazard Data

Flash Point (Method Used)

None

Flammable Limits

LEL

NA

UEL

NA

Extinguishing Media

NA

Special Fire Fighting Procedures

Unusual Fire and Explosion Hazards

None known.

RAM 0001856

Liquid Overcoat

Advantages

Non-toxic.
Easy to apply without dripping or sagging.
Single application.
Economical: Topcoat's high solids content yields greater coverage and dry film thickness.
Forms smooth elastic seal.

Dries overnight.
Minimal odor.
Impact resistant.
Resists fire to 2000° F.
Long life.
Pat. #4,702,861.

Use Instructions

Application

For post removal treatment: to bind any residual fibers on the abated surface and on the polyethylene sheeting of the containment area:

Use airless piston type spray equipment with tip size .023-.031 in. (for example, Graco Ultra 1000 Electronic Sprayer). Stir thoroughly.

Apply CerTane Topcoat at a rate of 150 to 250 square feet per gallon. Use more product for rough or absorbent surfaces. A 5 mil wet application yields approximately a 2 mil dry film thickness. Apply a second coat if needed. Topcoat dries to the touch in 2 hours.

Technical Properties (Typical)

Form: Liquid (thixotropic)
Weight/Gallon: 9.5 lbs/gallon
Solids Content: 38.9%
Odor: Minimal
Freeze Point: 32° F
Coverage: 200 sq. ft at 3 mil thickness

Fire Retardant Properties: A Class "A" rating by Factory Mutual Research for flame spread and smoke generation is 25 or under. Topcoat received 5 flame spread/5 smoke generation, ASTM E-84 test (equal to UL 723).
Non-Toxicity: Tox Monitor Report No. 85-262: Rated non-toxic to oral ingestion.

Important Information

Storage: Up to one year. Protect from freezing. Store between 35° and 110° F.
First Aid: In case of eye contact, immediately flush with plenty of cool, running water. If swallowed, do not induce vomiting. Rinse mouth; then immediately drink 1 to 2 large glasses of water. Contact a physician.
Clean-up: Use soapy water. Clean immediately to prevent drying.

Warning: Do not apply Topcoat to metal surfaces that exceed 212° F. Cool surfaces below the boiling point of water before application.
Caution: Use protective eyewear. Avoid breathing mist. Always abide by EPA regulations e.g. EPA-560-OPIS-86-001 September 1986 "A Guide to Respiratory Protection for the Asbestos Abatement Industry" when using this product.

Liquid Raincoat

CerTane 2075 Penetrating Surfactant

CerTane Liquid Raincoat is a deep penetrant that completely soaks hazardous asbestos fibers for their safe and effective removal. Because it wets a wide range of mineral surfaces, Raincoat works on even the most difficult removal jobs, including amosite. Raincoat's highly concentrated formula deeply penetrates, actually breaking down the surface tension of the fibers in order to thoroughly soak them. And not only is it more effective, Liquid Raincoat is safer, lower in cost and easier to use than other industry products:

Makes the Job Easier: Liquid Raincoat is easily sprayed onto any ceiling, beam or surface using conventional airless spray equipment. Our five gallon container comes with a convenient spout, and Raincoat itself is tinted blue so it's easy to dilute and identify. Raincoat's highly concentrated formula is also easy to prepare: One gallon of Raincoat yields 125 gallons of penetrating surfactant. We've even color coded Raincoat's bucket and label for easy identification.

Makes the Job Safer: Asbestos removal, using past technology, has been both hazardous and costly. Certified Technologies is addressing these problems, with products specifically designed and engineered to reduce the danger and cost involved in removal. In its diluted form, Liquid Raincoat has an almost neutral pH factor.

Makes the Job Cost-Effective: CerTane Raincoat is designed for Lower Total Use Cost, giving you savings in both product and labor. Because of Raincoat's effectiveness (engineered to lower the fiber count, keeping the asbestos containing material wetter for a longer period of time), less product is needed.

For All Asbestos Jobs: Certified Technologies introduces the 1-2 Punch, a comprehensive package specifically designed for effective asbestos removal. Step One, wet removal using Liquid Raincoat, is followed by Step Two, post removal encapsulation. Liquid Topcoat effectively seals down any residual fibers that might remain on the surface. Topcoat is non-toxic and easy to apply, color coded yellow for easy inspection, and provides a fire proof layer that shields against the dangers of fire to over 2000° F.

In addition to products for effective removal, Certified Technologies also has non-toxic, fire resistant products for all types of encapsulation jobs:

For Encapsulation:	Overcoat 2000	Bridging Encapsulant Compound for Asbestos
	Undercoat 2050	Penetrating Encapsulant for Friable Asbestos
	Masticcoat 3000	High Viscosity Encapsulant for Boilers and Pipes
	Raincoat 2075	Penetrating Surfactant for Asbestos Removal
For Removal:	Topcoat 1000	Formula for Post-Removal Spray-back/Lock down

Certified Technologies Corporation
7404 Washington Avenue South
Eden Prairie, MN 55344

(612) 941-5093

RAM 0001858

Liquid Raincoat

CerTane 2075
Penetrating Surfactant

Advantages

Economical: Because of Raincoat's effectiveness, less product is needed for the job.
Effective: Raincoat deeply penetrates and prevents water from evaporating, thereby keeping the material wetter for a longer period of time.

Safer: Nearly neutral pH factor in prepared surfactant form.
Single application, easy to apply.
Highly concentrated, easy to prepare.
Tinted blue for easy dilution and identification.

Use Instructions

Application

For wet removal of cementitious and other sprayed- or troweled-on asbestos fireproofing and insulation:

Mix one gallon of CerTane Raincoat into 125 gallons of water. Use more Raincoat in hard water areas.

Apply the prepared mixture with a medium to fine spray nozzle, until it has thoroughly penetrated to the substrate and saturated the asbestos containing material.

Mix Ratio: 1 fluid oz. Raincoat to 1 gallon water.

Once saturated, the asbestos can be removed using methods in accordance with EPA guidelines. Do not allow the asbestos containing material to dry out during any stage of the removal process.

Following removal, the treated surface should be coated with a spray-back/lock down encapsulant such as CerTane Topcoat, which effectively binds and seals any residual asbestos fibers.

Technical Properties (Typical)

Form: Liquid
Weight/Gallon: 8.5 lbs/gallon
Odor: Minimal
Freeze Point: 32° F

Concentration: One gallon of Raincoat concentrate yields 125 gallons of prepared surfactant.
Coverage: Depends on the density and absorbcency of asbestos containing material.

Important Information

Storage: Up to one year. Protect from freezing. Store between 35° and 110° F.
First Aid: Immediately flush skin with plenty of cool, running water. Continue flushing for at least 15 minutes. In case of eye contact, immediately flush with cool water. If swallowed, do not induce vomiting. Rinse mouth; then immediately drink 1 to 2 large glasses of water. Contact a physician.

Warning: Avoid contact with skin and eyes. Wear a protective face shield or safety goggles and rubber gloves. Avoid breathing mist. Always abide by EPA regulations e.g. EPA-560-OPIS-86-001 September 1986 "A Guide to Respiratory Protection for the Asbestos Abatement Industry" when using this product.

Certified Technologies Corporation
7404 Washington Avenue South
Eden Prairie, MN 55344

(612) 941-5093

RAM 0001859

R027-01

Material Safety Data Sheet
May be used to comply with
OSHA's Hazard Communication Standard.
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072



IDENTITY (As Used on Label and List)	Certane 2075 Raincoat	Note: Blank spaces are not permitted. If any item is not applicable or no information is available, the space must be marked to indicate that.
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Section I

Manufacturer's Name <u>Certified Technologies Corporation</u>	Emergency Telephone Number <u>(612) 436-8250 or (612) 942-9009</u>
Address (Number, Street, City, State, and ZIP Code) <u>7404 Washington Avenue South</u>	Telephone Number for Information <u>(612) 941-5093 or (800) 433-1892</u>
<u>Minneapolis, MN 55344</u>	Date Prepared <u>November 3, 1987</u>
	Signature of Preparer (optional)

Section II — Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
<u>Organo phosphoric acid ester. (Anionic Surfactant)</u>				
<u>Nonionic Surfactant - Wear eye protection</u>				
<u>Certane 2075 is biodegradable.</u>				

Section III — Physical/Chemical Characteristics

Boiling Point <u>Greater than 390° F</u>	Specific Gravity (H ₂ O = 1) <u>1.06</u>
Vapor Pressure (mm Hg.) <u>Not volatile.</u>	Melting Point <u>NA</u>
Vapor Density (AIR = 1) <u>Not volatile.</u>	Evaporation Rate (Burl Acetate = 1) <u>Not volatile.</u>
Solubility in Water <u>Completely</u>	
Appearance and Odor <u>Almost colorless liquid; faintly aromatic odor.</u>	

Section IV — Fire and Explosion Hazard Data

Flash Point (Method Used) <u>Above 500° F</u>	Flammable Limits <u>Not determined.</u>	LEL <u>NA</u>	UEL <u>NA</u>
Extinguishing Media <u>Foam, dry chemical, carbon dioxide, water spray or mist.</u>			
Special Fire Fighting Procedures <u>Use water spray or mist to cool fire exposed containers.</u>			
<u>Use pressure-demand, self contained air mask and full protective clothing.</u>			
Unusual Fire and Explosion Hazards			

RAM 0001860

Section V — Reactivity Data

Reactivity	Unstable		Conditions to Avoid
	Stable	X	None known.

Incompatibility (Materials to Avoid)

Strong oxidizers and reducing agents, bases and reactive metals.

Hazardous Decomposition or Byproducts

May produce explosive hydrogen gas and toxic phosphoric oxide fumes at high temperatures. Carbon monoxide may be produced from incomplete combustion.

May Occur		Conditions to Avoid
	Will Not Occur	X

None known.

Section VI — Health Hazard Data

Route(s) of Entry	Inhalation?	Skin?	Ingestion?
	Inhalation and ingestion.		

Health Hazards (Acute and Chronic)

May cause severe irritation of eye tissues on contact. Prolonged contact with soaked clothing may cause severe irritation of the skin. Vapors expected to cause some irritation of the respiratory tract on inhalation. Expected to cause gastrointestinal irritation from contact on ingestion.

Carcinogenicity:	NTP?	IARC Monographs?	OSHA Required?
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Signs and Symptoms of Exposure

Medical Conditions

Generally Aggravated by Exposure None known.

Emergency and First Aid Procedures

wash eyes with large amounts of water, wash contaminated skin with soap and water. Get into fresh air and give artificial respiration if breathing has stopped. On ingestion DO NOT induce vomiting.

Section VII — Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled

Stop leaks and contain spill with absorbent. Scoop material into container for disposal. Flush spill area with water and neutralize with lime or soda ash. Prevent runoff from entering sewers, lakes, streams or public water supplies.

Waste Disposal Method

Dispose of material in accordance with all local, state or federal regulations.

Precautions to Be Taken in Handling and Storing

Other Precautions

Users of this product are urged to confirm that their operating, storage and distribution facilities comply with the OSHA standard (29 CFR 1910.1047).

Section VIII — Control Measures

Respiratory Protection (Specify Type)

Use NIOSH approved respirator for organic vapor or mist.

Ventilation	Local Exhaust	Open windows, doors, etc.	Special
	Mechanical (General)		Other

Protective Gloves

Protective impervious gloves.

Eye Protection

Chemical goggles.

Other Protective Clothing or Equipment

Appropriate protective clothing.

Work/Hygiene Practices

Wash with soap and water before eating, drinking or smoking.

Simon

001 on jobs Rates effective 4/10/92

ASBESTOS CONTROL TEAM
RATE SHEET

CLASS DESCRIPTION	STD PAY RATE/HR.	OT PAY RATE/HR.	WORKER'S COMP COST .1493	TEC COSTS .0217	FICA COSTS .0765	FUTA COST .0080	GL/UMB INS. COST .0840	OVERHEAD COST .0650	PROFIT COST .0550	STD. BILLING RATE	OT BILLING RATE
A-1 SUPERINTENDENT	18.00	27.00	2.69	.39	1.38	.14	1.51	1.17	.99	26.27	37.94
A-2 FOREMAN	15.00	22.50	2.24	.33	1.15	.12	1.26	.98	.83	21.91	31.60
A-4 INSULATOR/ABATER	13.00	19.50	1.94	.28	.99	.10	1.09	.85	.72	18.97	27.38
A-5 INSULATOR	15.00	22.50	2.24	.33	1.15	.12	1.26	.98	.83	21.91	31.60
A-1 S-U P	12.75	19.12	1.90	.28	.98	.10	1.07	.83	.70	18.61	26.20
A-2 FOREMAN	11.90	17.85	1.78	.26	.91	.10	1.00	.73	.65	17.33	21.90
A-3 INCL. ABATER	10.80	16.20	1.61	.23	.83	.09	.91	.70	.59	15.76	18.95
A-4 SCAFFOLD	9.10	13.65	1.35	.20	.70	.07	.76	.59	.50	13.27	15.98
A-5 SCAFF-INSUL	6.00	9.00	.90	.13	.46	.05	.50	.39	.33	8.76	10.66

to jobs
4/10/92
please

Asbestos Control Team

(A.C.T.)
6618 Hunt Drive
Corpus Christi, TX 78413

Corpus Christi, TX (512) 992-0087
FAX (512) 992-8449
24 Hour Emergency Service

Asbestos

854-1316

ASBESTOS CONTROL TEAM
RATE SHEET

CLASS DESCRIPTION	STD PAY RATE/HR.	OT PAY RATE/HR.	WORKER'S COMP COST .1493	TEC COSTS .0217	FICA COSTS .0765	FUTA COST .0080	GL/UMB INS. COST .0840	OVERHEAD COST .0650	PROFIT COST .0550	STD. BILLING RATE	OT BILLING RATE
A-1 SUPERINTENDENT	18.00	27.00	2.69	.39	1.38	.14	1.51	1.17	.99	26.27	37.94
A-2 FOREMAN	15.00	22.50	2.24	.33	1.15	.12	1.26	.98	.83	21.91	31.60
A-4 INSULATOR/ABATER	13.00	19.50	1.94	.28	.99	.10	1.09	.85	.72	18.97	27.38
A-5 INSULATOR	15.00	22.50	2.24	.33	1.15	.12	1.26	.98	.83	21.91	31.60

RAM 0001863

ASBESTOS CONTROL TEAM
EMPLOYEE CLASSIFICATION/RATE SHEET

NUMBER	EMPLOYEE	CLASSIF.
101	ALANIZ. PRECILIANO	A-4
102	ALCALA. SAM	A-2
103	CERRITOS. GUADALUPE	A-4
104	MATA. JESUS JR.	A-4
105	MATA. JESUS SR.	A-4
106	MEDINA. CARLOS	A-5
107	OLVERA. JOSE LUIS	A-4
108	ALCALA. BRUNO	A-1
109	BERLANGA. FRED	
110	GALVAN. CARLOS	A-4

RAM 0001864

Asbestos Control Team

(A.C.T.)
6618 Hunt Drive
Corpus Christi, TX 78413

Corpus Christi, TX (512) 992-0087
FAX (512) 992-8449
24 Hour Emergency Service

ASBESTOS CONTROL TEAM EQUIPMENT RATES

CLASS	DESCRIPTION	DAILY RATE
AE1	PICKUP (#65, #86, #250)	40.00
AE2	1-3 TON TRUCKS	49.00
AE3	AIR MONITORING	425.00
AE4	CASSETTES	18.00
AE5	SAFETY SHOWEP	40.00
AE6	VACUUM	10.00
AE7	MOBILE DECONTAMINATION FACILITY	90.00
AE8	FULL FACE AIR PURIFYING RESPIRATOR	3.75
AE9	PORTABLE 3 GAL MIST SPRAYER	1.50
AE10	TYPE C BREATHING AIR SYSTEM	30.00
AE11	HEPA FILTERED VACUUM CLEANER	20.00
AE12	PERSONAL AIR MONITORING PUMP	35.00
AE13	FULL FACE RESPIRATOR WITH REGULATOR FOR TYPE C AIR	6.00
AE14	2000 CFM NEGATIVE AIR UNIT	8.50
AE15	BACKUP CFM NEGATIVE AIR UNIT	2.90
AE16	175 CFM AIR COMPRESSOR	32.50

RAM 0001865

Asbestos Control Team

(A.C.T.)
6618 Hunt Drive
Corpus Christi, TX 78413

Corpus Christi, TX (512) 992-0087
FAX (512) 992-8449
24 Hour Emergency Service

Mr. Eppli Gonzalez
c/o Coastal States Refinery
Corpus Christi, Texas

50%
10 15.00

REGULAR HOURLY RATES:

Superintendent	G-10	\$18.00
Foreman	G- 4	\$16.80
Mechanic	G-I	\$15.20
Mechanic	G-II	\$12.90
Helper-Mechanic	G-III	\$ 8.40

OVERTIME:

Superintendent	\$27.00
Foreman	\$25.20
Mechanic	\$22.80
Mechanic	\$19.35
Helper-Mechanic	\$12.60

EQUIPMENT DAILY RATE:

Truck	GE-1	\$28.00 Daily
Safety Shower	GE-2	\$40.00 Daily
Vacuum	GE-3	\$10.00 Daily
Full Face Air Purifying Respirator		\$ 3.75 Daily
Type "C" Positive Pressure O2 Pressure		
Demand full-face respirator with regulator		\$ 6.00 Daily
Mobile Decontamination Facility		\$90.00 Daily
2000 CFM Negative Air Unit		
Operating		\$ 8.50 Daily
Back-up		\$ 2.90 Daily
175 CFM Air Compressor		\$32.50 Daily
Portable 3-gallon mist sprayer		\$ 1.50 Daily
Type "C" Breathing Air System; Includes CO		
Monitor, Low pressure alarm, Power failure		
alarm, LC6 Manifold for 8 workers, shell		
Tube act cooler, High Pressure Manifold and		
regulator for back-up system of Grade D		
bottled breathing air		\$30.00 Daily

5.00/hr

Hepa filtered vacuum cleaner

With attachments	U2930	\$12.50 Daily
	GS-80	\$15.00 Daily
	GS-82	\$20.00 Daily
	GS-83	\$32.50 Daily

All handling of materials will billed at cost plus 10% handling.

Small tools-expendables will be billed at 5% of total payroll.

Overhead will be 5% of invoice direct costs.

Profit will be 15% of amount of invoices.

INTER-CORPORATE CORRESPONDENCE

November 25, 1991

TO: Eppy Gonzales

SUBSIDIARY: CRMI
DEPT: Adm

FROM: Hazel R. Hoffman

SUBSIDIARY: C. S. Mgmt. Corp.
DEPT: Ref./Mktg. Legal

SUBJECT: Asbestos Control Team Contract

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Please note the changes we have made to Item #16 and Exhibit "A". Also note that the Insurance Certificates and related correspondence are made part of Exhibit "B" and the pages numbered to show that they are a part of the contract.

HRH/afr

Encl.



RAM 0001868

INTER-CORPORATE CORRESPONDENCE

November 25, 1991

TO: Bob Card

SUBSIDIARY: C. S. Mgmt. Corp.
DEPT: Risk Management

FROM: Hazel R. Hoffman

SUBSIDIARY: C. S. Mgmt. Corp.
DEPT: Ref./Mktg. Legal

SUBJECT: Asbestos Control Team contract

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Please review, approve, if appropriate, and return to Eppy Gonzales at Corpus.

Thanks!

HRH/afr

Encl.



RAM 0001869

INTER-CORPORATE CORRESPONDENCE

DATE: December 2, 1991
SUBJECT: Asbestos Control Team Contract
TO: Eppy Gonzales
FROM: Bob Card *BC*

I have approved the attached contract subject to one minor change. On Exhibit "B", you should add the following wording in the paragraph which is just above "**SAFETY REQUIREMENTS**":

"Asbestos Abatement Liability shall be provided subject to the provisions in sub-paragraphs (b) and (d) above. Such coverage may be included in the above policies, or provided for under separate cover."

The contractor does have this coverage so this will not present any problem for him to comply.

I have marked Exhibit "B" with a note showing the insertion of the wording suggested.

If you have any questions, please feel free to call me on extension 6943. Thanks.

RAM 0001870