

Telephone: (702) 385-4202

BRADLEY & MERRELL
c/o Jones, Jones, Close & Brown
300 South Fourth Street, Seventh Floor
Las Vegas, Nevada 89101-6026

Fax: (702) 385-1655

July 26, 1993

Dr. Richard Ellis
Chairman
Advanced Waste Management Systems
P.O. Box 100
Hixson, Tennessee 37343

Re: Nevada Power Company v. Monsanto Company, et al.
USDC, District of Nevada Case CV-S-89-555-LDG (LRL)

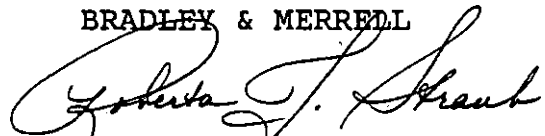
Dear Dr. Ellis:

How it happened, I am not sure, but indeed, according to our computer files, Dr. Andersen's Agreement was appended instead of yours. I am very sorry about the mix-up.

To right the wrong, I am enclosing under cover of this letter the Agreement which I did have written for you. The information in the letter which accompanied the wrong Agreement would still hold true, however. If you have any questions, don't hesitate to call me, and thank you for bringing this error to my attention.

Sincerely,

BRADLEY & MERRELL



ROBERTA J. STRAUB

rjs:bms

cc: Michael Gallagher, Esq.
John H. Kim, Esq.
TNB

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NEVADA POWER COMPANY v. MONSANTO COMPANY, ET AL.
CONSULTING AGREEMENT

This agreement is by and between Nevada Power Company ("Nevada Power") and Advanced Waste Management Systems, Inc. by Richard Ellis, Ph.D., CHMM, Chairman. It concerns the matter of Nevada Power Company v. Monsanto Company, et al., USDC, District of Nevada, Case CV-S-89-555-LDG-LRL.

Advanced Waste Management Systems, Inc. employs Dr. Richard Ellis; Nevada Power desires to retain the services of Dr. Ellis as an expert in the areas of the (i) reasonableness of Nevada Power's methods used to calculate damages; (ii) reasonableness of Nevada Power's actual and projected expenses for hazardous waste site cleanup; and (iii) the relationship of Nevada Power activities to government regulations affecting PCBs, dioxins and dibenzofurans.

Therefore, it is agreed to by the parties that:

1. Consulting Services

Advanced Waste Management Systems, Inc. agrees to provide consulting and other services regarding the reasonableness of (i) damages calculation methods; (ii) Nevada Power's actual and projected expenses for hazardous waste site cleanup; and (iii) the relationship of Nevada Power activities to government regulations affecting PCBs, dioxins and dibenzofurans and to provide all services which are incidental to and in conjunction with this field.

2. Independent Status

Nothing in this Agreement shall be considered to create the relationship of employer and employee between Nevada Power and Advanced Waste Systems Management, Inc. Advanced Waste Systems Management, Inc. at all times shall be deemed an independent contractor.

3. Fee Schedule

Nevada Power agrees to pay Advanced Waste Systems Management, Inc. in accordance with the following fee schedule:

a. Retainer \$10,000

This retainer shall be billed against at the rate of \$150/hour for time spent working on the case, including time already devoted to reviewing the

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materials already sent by Nevada Power with its letter of inquiry.

b. Rate \$150/hr.

This rate shall apply to all time spent working on this case and will be billed to Nevada Power upon depletion of the original retainer.

"Time spent working on the case" covers time spent on research, review and analysis of relevant material regarding scientific matters, personal or telephonic conferences and consultation and/or preparation of reports. This also includes time spent in trial, in depositions, and in telephonic or personal conferences concerning this case.

c. Travel Expenses To be billed separately or arranged by Nevada Power

If Dr. Ellis is required to travel from a foreign AWMS site in the interest of this case, his flight accommodations will be international business class. On domestic flights, flight accommodations will be regular coach class unless there is no other seating available, and AWMS by Richard Ellis has made reasonable attempts to obtain other accommodations.

"Travel expenses" include those generated in travelling to or from sites for meetings, conferences, depositions, hearings or trial.

d. Office Expenses To be billed separately to Nevada Power on a monthly basis.

The above fee schedule shall not be changed or amended without the agreement in writing of both parties.

4. If in any one month Advanced Waste Management Systems, Inc. expects to charge Nevada Power \$5,000 or more, it must submit an itemized estimate of the charges in writing for prior approval.

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5. Advanced Waste Management Systems, Inc. will send a monthly billing statement reflecting all services, fees and expenses.

6. Due to the size and nature of this litigation, if for any reason Advanced Waste Management Systems, Inc. is not able to continue as a consultant on this case, it must give Nevada Power at least thirty (30) days' notice. The notice shall be in writing and sent via certified mail to:

Paul E. Merrell, Esq.
300 S. Fourth St., 7th Floor
700 Bank of America Plaza
Las Vegas, Nevada 89101-6026

7. It is understood that Advanced Waste Management Consultants, Inc. will undertake efforts on behalf of Nevada Power only as requested.

8. This agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any amendment or modification must be in writing and signed by both parties.

9. This agreement is hereby signed and executed by:

Nevada Power Company by and through its attorneys,
Bradley & Merrell

By:

Paul E. Merrell, Esq.

Date:

7/23/93

~~Toxicology Consultants, Inc.~~ Advanced Waste Management Systems, Inc.

By:

Richard A. Ellis
Richard Ellis, Ph.D., CHMM

Date:

27 July 1993