



ENSR Consulting and Engineering

Commercial Terms

TIME AND MATERIALS CONTRACT AGREEMENT

Effective January 1, 1991

SCOPE OF SERVICES - ENSR Corporation, referred to herein as "ENSR," will perform the services described in its proposal, or, in the absence of a proposal, as defined in writing and approved by ENSR and Client, referred to herein as "Services" in accordance with the following "Commercial Terms." These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden and fee

Staff Category	Rate/Hour	Staff Category	Rate/Hour	Staff Category	Rate/Hour
P1	25.00	P6	78.00	P11	135.00
P2	40.00	P7	85.00	P12	145.00
P3	50.00	P8	95.00	P13	155.00
P4	60.00	P9	110.00		
P5	70.00	P10	125.00		

Billing Rates for Corporate Officers, Senior Staff, and Physicians will be quoted separately. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rate. Overtime hours, authorized by Client, of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rate.

LITIGATION SUPPORT - In the event that ENSR's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate ENSR at 150% of the Billing Rate, including preparation time, and shall reimburse ENSR for all out of pocket costs as provided herein.

RETAINER - ENSR may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, ENSR and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by ENSR directly attributable to the performance of Services together with a twenty percent (20%) fee. Other Direct Costs include shipping charges, printing and reproduction, special fees, permits, special insurance and licenses, subcontracts, outside computer time, and miscellaneous materials. Travel and travel-related expense and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus ten percent (10%) fee. Charges for ENSR's laboratory services, usage of ENSR's computers and lease of ENSR-owned equipment carry no override. Rate sheets for these items are available on request.

INVOICING AND PAYMENT - Invoices will be issued monthly itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Original receipts will be available for review at ENSR's Acton Office - but will not be released. Payments are due at the address appearing on the invoice within thirty days of invoice date. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum). In addition ENSR may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due ENSR on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that ENSR places Client's account in the hands of an attorney for collection, Client agrees to pay ENSR all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

ESTIMATES OF COSTS AND SCHEDULES - ENSR's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. ENSR will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall ENSR's estimate be interpreted as a not-to-exceed or fixed price. In the event consultant is required to exceed its original estimate for any reason, the client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, ENSR will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed.

AGREEMENT - The Commercial Terms and the attached General Conditions (ENSR Form 101) govern the performance of the services and rights and obligations of the parties.

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General Conditions

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1. ACCESS. Client grants or shall obtain for ENSR Corporation "ENSR" and its subcontractors authority to enter the property upon which ENSR's Services are to be performed ("Site").

2. CLIENT INFORMATION. Client understands that ENSR is relying upon the completeness and accuracy of information supplied by Client and others in connection with the Services without independent verification. Client agrees to advise ENSR of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

3. STANDARD OF SERVICES AND WARRANTY. ENSR agrees to perform its Services in accordance with generally accepted engineering and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. ENSR shall, for the protection of Client, request from all vendors and subcontractors from which ENSR procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. ENSR's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. ENSR warrants that, if any of its completed Services fail to conform to the above standard, ENSR will, at its expense and provided ENSR is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to ENSR for the defective Services. Except as provided in this Section, ENSR makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding ENSR's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party. Client agrees that ENSR may use and publish Client's name and a general description of the Services provided to Client in describing ENSR's experience and qualifications to other clients and potential clients.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by ENSR for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, ENSR shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold ENSR harmless from any and all such claims or damages.

6. INSURANCE. ENSR shall maintain Worker's Compensation and Employer's Liability Insurance in accordance with requirements of the state in which the Services are performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

7. INDEMNITY. ENSR shall indemnify, defend and hold harmless Client, its officers, directors, agents, employees and affiliated and parent companies against claims, demands and causes of action of third parties, including attorneys fees and costs of defense, for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of ENSR. ENSR's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 6 of this contract and Client agrees to release, defend and indemnify ENSR from and against all further liability under the above indemnity arising from such Services.

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8. **REMEDIES.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

9. **INDEPENDENT CONTRACTOR.** ENSR's Services are performed as an independent contractor.

10. **FORCE MAJEURE.** ENSR shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosions, acts of nature, acts of governments, labor disturbances, delays in transportation or inability to obtain material or equipment.

11. **DISPUTES.** At ENSR's option, any dispute arising from or with respect to this contract or the Services shall be decided by arbitration by the American Arbitration Association in accordance with its Commercial Rules. At the request of either party, the arbitration proceedings will be conducted in secrecy. In the event that claims involving this contract, the Services or the site are sought to be resolved through litigation or arbitration, the prevailing party shall be entitled to collect from the other party all litigation costs and expenses, including attorneys fees and expert fees, incurred in successfully prosecuting or defending such action. All claims arising under or in connection with this contract, the Services or the Site must be filed in a court of appropriate jurisdiction or with the American Arbitration Association within one year of the completion of the Services or be forever barred.

12. **OWNERSHIP OF WASTE.** In no event shall ENSR take title to or be liable for disposal or remediation costs associated with hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are performed.

13. **ENTIRE AGREEMENT.** The terms of this contract shall be deemed accepted by Client at the earlier of (1) ENSR's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This contract constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of ENSR. ENSR hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgment forms, manifests and other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this contract by giving the other party seven (7) days written notice. Termination of this contract or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein.

December 27, 1991

General Manager
ENSR Health Sciences
1320 Harbor Bay Parkway
Alameda, CA 94501

Dear Sir or Madam:

The Chemical Manufacturers Association contracted with the Environmental Health Associates in 1982, 1984 and 1987 to update an epidemiological study of vinyl chloride workers. The agreement numbers and their execution dates are as follows:

VC 9.0-EPI-EHA	March 11, 1982
VC 10.0	April 9, 1984
VC 11.0-EHA	October 21, 1987

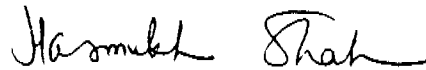
Subsequent to these agreements, EHA merged with ENSR Health Sciences. Recently, one of the companies, viz. Monsanto, participating in the CMA sponsored updates has requested data on its cohort used in the study. CMA hereby authorizes ENSR Health Sciences to release the data on Monsanto cohort to Dr. Jim Collins at the following address:

Jim Collins
Monsanto Company
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Please contact Dr. Otto Wong, the principal investigator of the updates, if you need any help in locating the requested information. Dr. Wong has agreed with me to help you locate the requested information at no cost to either CMA or ENSR Health Sciences.

Thank you for your cooperation in this matter.

Sincerely,



Hasmukh C. Shah, Ph.D.
Manager, Vinyl Chloride Panel

cc: James Collins
Otto Wong

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