



CHEMICAL MANUFACTURERS ASSOCIATION

March 15, 1995

Christian Seigneur, Ph.D.
General Manager
ENSR Consulting and Engineering
3120 Harbor Bay Parkway
Suite 210
Alameda, CA 94502

Dear Dr. Seigneur:

Two signed copies of CMA agreement VCHC-5.0-EPI-ENSR are enclosed for your review. Please execute both copies retaining one for your files and returning the other to me at CMA. If you have any questions, please contact me at (202) 887-1192.

Sincerely,

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

Enclosure





CHEMICAL MANUFACTURERS ASSOCIATION

February 28, 1995

Christian Seigneur, Ph.D.
General Manager
ENSR Consulting and Engineering
1320 Harbor Bay Parkway
Suite 210
Alameda, CA 94502

Dear Dr. Seigneur:

The Chemical Manufacturers Association (CMA) is entering into this Agreement on behalf of its Vinyl Chloride Panel.

CMA hereby retains ENSR's (the "Contractor's") services in the manner described in the attached Scope of Work, which is expressly made a part of this Agreement: "February 14, 1995 ENSR letter from Dr. Christian Seigneur to Hasmukh Shah."

This Agreement authorizes costs not to exceed \$20,000. An initial payment of \$8,000 will be made upon execution of this Agreement. Expenses in excess of \$8,000 will be paid on a monthly basis based upon detailed invoices describing the services rendered, persons rendering such services, their rates and other direct charges incurred such as shipping, copying costs, etc. A final payment of the difference between the total of previous payments and the lesser of actual costs or total contract cost will be made upon completion and receipt of an invoice labeled "final". Any increase in cost must be authorized in writing by CMA's Treasurer or Controller.

CMA will be represented during this Agreement by Dr. Hasmukh Shah, the Panel Manager.

By entering this Agreement, the undersigned certifies that he/she is authorized to sign on behalf of, and bind, ENSR Consulting and Engineering to the terms and conditions herein stated.

At all times in the performance of this Agreement, the Contractor will act as an independent contractor. The Contractor will employ the staff to fulfill the terms of this Agreement, have exclusive supervision, management, and control over this staff, provide the facilities to conduct the work under this Agreement, and have exclusive control over expenditures of funds provided by CMA under this Agreement.

CMA enters into this Agreement with the understanding that the project will be personally supervised by Dr. Christian Seigneur of ENSR and its subcontractor, Donald

R&S 146319

ENSR

February 21, 1995

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Whorton. If this should change, the Contractor agrees to notify CMA in advance, in which event this Agreement becomes subject to renegotiation at CMA's option.

The Contractor will provide CMA with trained personnel who are capable of performing the work under the terms of this Agreement. Should CMA make specific requests of the Contractor for assignment of particular employees or personnel, the Contractor will make every effort to honor these specific requests.

All originals and copies of written materials, work histories, and other data, including programs, diskettes, tapes, listings, and other programming documentation originated and prepared for CMA pursuant to the April 6, 1984 Agreement with Environmental Health Associates, which ENSR acquired as a result of a merger between ENSR and EHA, shall be promptly delivered to CMA or its designee upon request, and shall not be used in the performance of any other services by the Contractor without prior written authorization by CMA.

The Contractor hereby agrees to indemnify CMA against all costs and legal liabilities arising out of the performance of this Agreement that are not the result of CMA's negligence. Such liability is limited to \$50,000.

The Contractor agrees, if requested by CMA, to appear as a witness before or prepare a written statement for a court, regulatory agency or other organization regarding any matters connected with this Agreement. The Contractor's fees for such testimony shall be negotiated in the event of such a request by CMA. The Contractor's fees, however, shall not exceed the fees the Contractor usually charges for professional consultations.

This Agreement and the attached Scope of Work represent the entire contract between the parties on this subject. There are no oral or written promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties on this subject. The terms and obligations under this Agreement may not be assigned by either party without written consent by both parties.

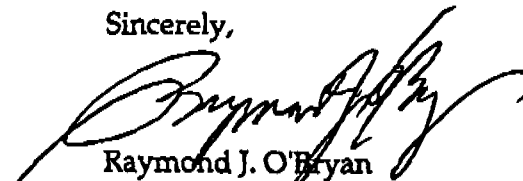
This Agreement may be amended only by a written addendum signed by both parties.

This Agreement is subject to, and is to be construed under, the laws of the District of Columbia, United States of America. Actions brought under this Agreement shall be brought in any court of competent jurisdiction in the District of Columbia.

If the terms of this Agreement meet with your approval, please sign both copies of this Agreement, retain one for your files, and return the other to Dr. Hasmukh Shah at CMA.

On all correspondence, invoices and reports, please use CMA Reference Number
VCHC-5.0-EPI ENSR.

Sincerely,



Raymond J. O'Bryan
Controller

ACCEPTED FOR:

ENSR Consulting and Engineering

Name Signed

Christian Seigneur, Ph.D.

Name Typed

Title

Date