

PURCHASE ORDER ATTACHMENT SA-005

STANDARD TERMS AND CONDITIONS - HAZARDOUS WASTE DISPOSAL AND ENVIRONMENTAL ENGINEERING AND CONSULTING

1.0 DEFINITIONS

- 1.1 Service(s): Refers to the services to be performed pursuant to the scope of work set forth in the purchase order ("Purchase Order") to which these Standard Terms and Conditions Regarding Environmental Engineering and Consulting are attached.
- 1.2 Buyer: Refers to Raytheon Company, its groups, divisions, officers, employees, agents, designees, subsidiaries, affiliates or joint ventures which may also be hereafter referred to as Purchaser or Buyer.
- 1.3 Seller: Refers to the Company providing services under this agreement, which may also be referred to as Consultant, Vendor or Seller.

2.0 LABORATORY ANALYSES AND SAMPLES

- 2.1 Any and all analytical tests and/or laboratory analyses conducted in the connection with performance of services shall be performed by laboratories duly certified by the state in which the services are to be rendered, and any such tests and/or analyses shall be performed in accordance with specifications and methodologies promulgated by the EPA and/or applicable state and local agencies.
- 2.2 Any and all sampling and samples taken in the performance of services shall be conducted, extracted, packaged, preserved, transported and submitted in compliance with all protocol, methodologies and procedures established by the EPA or and/or applicable state and local agencies. Any samples shall be submitted for analysis and such analysis performed within the periods prescribed by the EPA, and/or applicable state and local agencies.

3.0 SELLER WARRANTIES

- 3.1 Seller represents and warrants to Buyer that Seller is engaged in the business of providing environmental engineering and consulting services, and has developed the requisite expertise required to perform such services; and further, it is understood that the Buyer is relying on Seller's expertise.
- 3.2 Seller represents and warrants to Buyer that Seller understands and accepts the currently known hazards and risks which are presented to human beings, property and the environment in the performance of services.
- 3.3 Seller represents and warrants the services will be performed in full compliance with all applicable laws, regulations, and ordinances and in full conformity with the standards of care and diligence normally practiced by reputable environmental consulting and engineering firms in performing similar work. If, during the one (1) year period following completion of Services or termination of the agreement, Seller is notified in writing that there is an error in the Services as a result of those standards not having been met, Seller shall, at its own expense, take such corrective actions as may be necessary to remedy the error.

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- 3.4 Seller represents and warrants that, in performing services, its employees and subSellers may be working with, or be exposed to substances or conditions, which are toxic or otherwise hazardous. Seller acknowledges that Buyer has engaged Seller on the basis of Seller's representations concerning its broad experience and expertise in dealing with such substances and conditions and that Buyer is relying on Seller to identify and evaluate the potential risks in such services and to take all appropriate precautions to avoid such risks to its employees, subSellers and others. Seller agrees that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions and making the decision on how (and whether) to carry out such services with due regard to such risks and safety precautions.

4.0 INDEMNIFICATION

- 4.1 Seller shall defend, indemnify and save harmless Buyer, any affiliate of Buyer, and the present and future officers, directors, Buyer employees and agents of any such entities (such entities and individuals are collectively and individually referred to as "Indemnitees") from and against any and all liabilities, penalties, fines, losses, damages, forfeitures, demands, suits, causes of action, claims and costs and expenses related thereto (including, without limitation, costs of environmental investigation, response and remediation, defense, settlement, and reasonable attorney's fees) which any or all of the Indemnitees may suffer, incur, be responsible for or pay out as a result of:

- (a) bodily injury or death to any person (including, without limitation, employees, agents, vendors or subSellers of Seller or any Indemnitee);
- (b) loss of, damage to or loss of the use of any property (public or private, including, without limitation, the property of any Indemnitee);
- (c) contamination of or adverse effects on the environment;
- (d) violations or alleged violations of any applicable law or regulation;
- (e) any attachments, liens or claims of materialmen or laborers; or
- (f) patent infringements;

directly or indirectly caused by or arising out of (i) a breach of any warranty, representation or agreement by Seller or (ii) any act or failure to act by Seller or its agents, employees or subSellers in the performance of this agreement or the services or (iii) any direct or indirect exposure of an employee, agent, subSeller or vendor of Seller (or an employee or agent of such subSeller or vendor) to toxic or otherwise hazardous substances or condition in the performance of this agreement or the services, whether or not an Indemnitee was or is claimed to be concurrently or contributionally negligent, and regardless of whether liability without fault is imposed, or sought to be imposed, on one or more of the Indemnitees. In the event an Indemnitee is determined to have been contributorily negligent for the loss by a court of competent jurisdiction, where under applicable law damages or other losses or injunctive relief are apportioned among defendants on a contributory negligence basis, Seller's indemnification obligations pursuant to this section shall not cover the percentage of the total loss, including defense costs, which is assigned by the court to the Indemnitee.

- 4.2 Section 4.1 shall not apply to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the effective date of this agreement, and shall not apply where such liability, penalty, fine, loss, damage, forfeiture, demand, suit, cause of action or claim is the result of the sole negligence or willful misconduct of the Indemnitee.

5.0 INSURANCE

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5.1 Without in any way limiting Seller's obligations in this agreement, Seller shall maintain the following insurance and all other insurance that may be required under the laws, ordinances and regulations of any governmental authority:

(a) Worker's Compensation as prescribed by applicable law. In addition, Employer's Liability Insurance with limits of liability not less than the following:

Bodily Injury by Accident	\$1,000,000.00 each accident
Bodily Injury by Disease	\$1,000,000.00 policy limit
Bodily Injury by Disease	\$1,000,000.00 each employee

Seller waives any right of subrogation, which Seller may have against Buyer under applicable worker's compensation statutes.

(b) Professional Liability, Comprehensive General Liability, and Comprehensive Automobile Liability of not less than \$5,000,000 combined single limit or equivalent for errors and omissions, bodily injury, personal injury, and property damage as the result of any one occurrence.

5.2 Before commencing the work hereunder, Seller shall deposit with Buyer, at the address indicated in the purchase order, certificates of insurance showing Buyer as an additional insured.

5.3 The above insurance shall include a requirement that the insurer provide Buyer with not less than 30 days written notice prior to the effective date of any cancellation, change or expiration of the insurance.

6.0 TERMINATION

6.1 The Buyer shall have the right to terminate this agreement or any purchase order issued under this agreement with or without cause, at no charge to Buyer, by giving Seller written notice; provided, however, that all rights of the parties hereunder arising prior to the time of such termination shall survive such termination. In the event of such termination, Buyer shall compensate Seller for reasonable and necessary termination costs and expenses (at Seller's published list price) through the date of termination, provided that in no event shall the cumulative amount of all progress or other payments paid to Seller by Buyer in connection with the services, when added to any termination payment, exceed the amount stated in the purchase order.

6.2 Upon receipt of notice of termination, Seller shall terminate all services and shall promptly deliver to Buyer, the results of Sellers performance of services to such time of termination.

7.0 FORCE MAJEURE

7.1 The performance of this agreement, except for payment, may be suspended by either party in the event such party is prevented from performing services or completing any specific work assignment for any cause beyond its reasonable control. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, sabotage or governmental laws, regulations, requirements, orders or actions.

7.2 In the event of a performance suspending cause and the subsequent knowledge thereof, the asserting party must notify the other party in writing within three (3) days of the cause of suspension, the work assignment suspended and the anticipated duration of suspension. The sole remedy for such suspension shall be a day-for-day slip in the agreed upon performance schedule otherwise required to complete the

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affected work assignment; unless, the Seller provides the Buyer notification that the suspension is indefinite or if Buyer determines that a prolonged suspension would substantially impair the value of this agreement; in which case, the Buyer may terminate this agreement in accordance with the provisions of section 6.0 "Termination".

8.0 PAYMENT

8.1 Pricing for services rendered by Seller shall be as set forth in the purchase order, and in all events shall not exceed the prices available to other favored Buyers of Seller.

8.2 Buyer shall pay the Seller the total amount due within thirty (30) days after Buyer's receipt of invoice providing services have been performed as required by the purchase order.

9.0 PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

9.1 In the course of performing services under this agreement, Buyer may disclose to Seller, or Seller may otherwise acquire business or technical information which Buyer either marks as confidential or proprietary or requests orally or in writing that Seller treat as confidential or proprietary ("Information"). Seller shall receive and maintain in confidence all such information and shall exercise all reasonable efforts to avoid the disclosure of such information to others. Seller shall not use information for any purpose other than the performance of services for Buyer.

9.2 Information and all other work product developed by Seller under this agreement shall be Buyer's property and may be used or transferred by Buyer in any manner it finds appropriate. Any and all such work product shall be turned over to Buyer upon request or upon completion or termination of Services. Seller may retain one (1) copy on a confidential restricted access basis, subject to the provisions of this agreement, for record purpose only, and same shall not be disclosed or used by Seller without the prior written consent of Buyer. All inventions, discoveries, and improvements, patentable and unpatentable, that are made or conceived by Seller's personnel arising out of services performed under this agreement and all patent rights therein, both domestic and foreign, shall belong to, and shall be assigned by such personnel to Buyer or its designee. Seller and or Seller's personnel shall promptly and fully disclose all such inventions, discoveries and improvements to Buyer and shall cooperate with Buyer or its nominee as may be reasonably required in order to obtain patent protection therefore, including the execution and delivery of assignments of inventions and patent rights therein, and the execution and delivery of any property affidavits, declarations, patent applications and the like.

The general preparation and prosecution of patent applications shall be handled by Buyer or its nominee, at Buyer's own expense. During such preparation and prosecution, Seller and/or Seller's personnel shall be consulted only on technical features that may arise.

9.3 The provisions of this section shall not apply to any portion of information; (a) which was developed by the Seller and in Seller's possession (as evidenced by written record) prior to Seller's first receipt thereof directly or indirectly from Buyer; (b) which is not or hereafter becomes, through no act of failure to act on Seller's part generally available on a non-confidential basis; (c) which was heretofore or hereafter furnished to Seller by others as a matter of right without restriction on disclosure; or (d) which is required by law to be publicly disclosed by Seller, but then only after Buyer has been notified in writing, and such

9.3 (Continued)

disclosure shall be made under circumstances to assure its confidentiality, provided, however, that the occurrence of any of the above shall not be construed as granting any rights, express or implied, under any patents or otherwise.

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9.4 Seller warrants that each of its employees and subSellers who participate in the performance of services or who have access to information are and shall be obligated in a manner consistent with this section. Buyer and Seller agree that on any specific work assignment Seller may request additional protections with regard to Seller-Owned patents, licensees, technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, computer programs and/or proprietary know-how.

10.0 WORK ON BUYER'S PROPERTY

10.1 Buyer shall disclose to Seller any information or data in Buyer's possession or control concerning the subject matter of the services to be performed by Seller. Seller recognizes that Buyer does not have expertise in such matters, that Buyer does not purport to have undertaken efforts or gathered information to have completely defined the nature and extent of any circumstance; situation, or problem to be investigated, analyzed or remedied by Seller's performance of the services, and that any information or data provided to Seller by Buyer may not define the nature of risks associated with Seller's performance of the services. Buyer shall also advise Seller of other work-place safety considerations (unrelated to the subject matter of the Services to be performed by Seller) of which Seller should be aware for the safe performance of services.

10.2 While its employees or subSellers are on Buyer's premises, Seller will maintain strict work discipline and effect its work in compliance with governmental laws and regulations pertaining to occupational safety and health.

10.3 Seller, its employees, and subSellers shall also comply with the Buyer's safety and security procedures while on the Buyer's premises.

11.0 WORK ON SELLER'S PROPERTY

11.1 Seller agrees to provide Buyer, its employees or designees a safe environment for any inspections required in the performance of this agreement which must be undertaken on premises owned or controlled by the Seller.

11.2 Buyer, its employees, and designees shall comply with the Seller's safety and security procedures while observing work in process on Seller's premises.

12.0 RELATIONSHIP

12.1 Seller shall, at all times during the performance of this agreement and in connection with any services rendered by Seller to Buyer, be considered an independent Seller. No relationship of employer-employee is created by this agreement or by Seller's rendering services.

12.2 Seller hereby acknowledges that Buyer is not obligated to provide Worker's Compensation Insurance covering the Seller or Seller's personnel or any other employee insurance or benefit(s) of Buyer. Seller is notified that Buyer considers the Federal Insurance Contributions Act and the withholding provisions of the federal or state revenue codes as not being applicable to any payments by Buyer to Seller pursuant to this agreement.

12.3 Seller hereby agrees to indemnify Buyer for any taxes, payments or penalties assessed on Buyer, and expenses incurred in connection therewith, by state or federal taxing authority for any failure to properly

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withhold and remit necessary payroll taxes to such authorities with respect to self-employment of Seller or the employment of others.

13.0 INSPECTIONS

The Buyer shall have the right to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to Seller or its subSellers which are applicable to the performance of this agreement. Buyer shall also have the right to inspect and test, at its own expense, transportation vehicles or vessels, containers, or disposal facilities provided by Seller; and to inspect the methods or operations utilized by Seller in the performance of this agreement. Such inspections shall not operate to relieve Seller of its responsibility or liability under this agreement.

14.0 ASSIGNMENT

Neither this agreement nor any interest herein nor money due hereunder may be assigned or delegated by Seller voluntarily or by operation of law, except with the prior written consent of Buyer; and any attempt to do so without such written consent shall be null and void. No consent shall be deemed to relieve Seller of its obligations to comply fully with the requirements hereof.

15.0 RETENTION OF RECORDS

15.1 Seller and its subSellers, if any, shall maintain true and correct records in connection with services performed hereunder and all transactions related thereto for a period of four (3) years from the date of each completed work assignment, or such longer period as may be required by applicable law.

15.2 Such records shall include, without limitation, copies of this agreement, individual work assignments, manifest documentation, transportation documentation, rejection documentation, all licenses, permits, approvals, certifications, weigh bills, treatment and disposal documentation, expenses, service charges, laboratory reports, witness reports, published pricing documentation, notifications, evidence of insurance, endorsements, claims, action and accounting documentation.

16.0 AUDIT

With respect to all cost and expenses incurred or reimbursed under the provisions of this agreement or any specific work assignment, the Buyer shall have the right to inspect and audit the records of the Seller and/or its subSellers, for the purpose of verifying that all such costs, expenses or reimbursements were correctly applied.

In the event such audit discloses mis-pricing of materials or services, errors in the use of rates or fees, or improper application thereof which results in an overpayment by the Buyer, the amount thereof shall be promptly returned to Buyer upon demand.

17.0 NOTICES

Notices under this agreement shall be in writing and may be given by personal service or by certified or registered U.S. mail with postage prepaid addressed as set forth in the purchase order.

18.0 ANTI-KICKBACK

Seller warrants that the Seller, its officers, partners, agents, and employees are fully aware of the prohibitions contained in Title 41 United States Code, Sections 51-58 as amended, commonly known as the Anti-Kickback Enforcement Act of 1986 and will not violate the provisions thereof in any of its dealings with Buyer; further,

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the Seller shall hold Buyer harmless from any liability resulting from any failure to comply with such provisions.

19.0 DISPUTES

This agreement shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California together with such federal laws, rules, regulations and requirements as may be applicable by reason that Buyer is a United States Defense Seller. Pending final resolution of a dispute hereunder, the Seller shall proceed diligently with the performance of services in accordance with Buyer's direction.

20.0 AMENDMENTS

No oral authorization, modification, amendments, or waiver of any of the terms and conditions of this agreement shall be binding or effective for any purpose whatsoever unless and until the same is reduced to writing and executed by both Buyer and Seller.

21.0 PUBLICITY

Seller shall not advertise or publish the fact that Buyer has contracted for Seller's services, nor shall any information pertaining to this agreement be disclosed without Buyer's prior written permission.

22.0 SURVIVABILITY

The obligations of Seller set forth in Sections 3.0, 4.0, 9.0, 12.0, 15.0, 16.0, 18.0 and 20.0 hereof shall survive the expiration or termination of this agreement.

23.0 GENERAL

This agreement and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of this agreement between Buyer and Seller and supersede all prior representations, understandings, and communications relating hereto. The invalidity in whole or in part of any provisions of this agreement shall not affect the validity of other provisions. Buyer's failure to insist, in any one or more instances, upon the performance of any term of this agreement shall not be construed as a waiver or relinquishment of Buyer's right to such performance or to future performance of such a term or terms, and Seller's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder.

24.0 PRECEDENCE

In the event of a conflict, if any, the terms and conditions of this agreement shall prevail in the following descending order of precedence: (1) the typed provisions set forth in the agreement; (2) these Standard Terms and Conditions; (3) Buyer's Scope of Work; (4) the preprinted portion of this order; (5) requests for services or individual work assignments; and (6) any other specifications or provisions attached and incorporated by reference. Preprinted forms supplied by Seller or contractual qualifications on acceptance of the purchase order shall be of no force or effect if inconsistent with said purchase order and its attachments.

END OF DOCUMENT

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