

# APPLICATION FOR MATERIAL LICENSE

446 28362  
030-31059

INSTRUCTIONS: SEE THE APPROPRIATE LICENSE APPLICATION GUIDE FOR DETAILED INSTRUCTIONS FOR COMPLETING APPLICATION. SEND TWO COPIES OF THE ENTIRE COMPLETED APPLICATION TO THE NRC OFFICE SPECIFIED BELOW.

**FEDERAL AGENCIES FILE APPLICATIONS WITH:**

U.S. NUCLEAR REGULATORY COMMISSION  
DIVISION OF FUEL CYCLE AND MATERIAL SAFETY, NMSS  
WASHINGTON, DC 20555

**ALL OTHER PERSONS FILE APPLICATIONS AS FOLLOWS, IF YOU ARE LOCATED IN:**

CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, PENNSYLVANIA, RHODE ISLAND, OR VERMONT, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION I  
NUCLEAR MATERIAL SECTION B  
631 PARK AVENUE  
KING OF PRUSSIA, PA 19406

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, MISSISSIPPI, NORTH CAROLINA, PUERTO RICO, SOUTH CAROLINA, TENNESSEE, VIRGINIA, VIRGIN ISLANDS, OR WEST VIRGINIA, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION II  
MATERIAL RADIATION PROTECTION SECTION  
101 MARIETTA STREET, SUITE 2900  
ATLANTA, GA 30323

**IF YOU ARE LOCATED IN:**

ILLINOIS, INDIANA, IOWA, MICHIGAN, MINNESOTA, MISSOURI, OHIO, OR WISCONSIN, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION III  
MATERIALS LICENSING SECTION  
700 ROOSEVELT ROAD  
GLEN ELLYN, IL 60137

ARKANSAS, COLORADO, IDAHO, KANSAS, LOUISIANA, MONTANA, NEBRASKA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, SOUTH DAKOTA, TEXAS, UTAH, OR WYOMING, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION IV  
MATERIAL RADIATION PROTECTION SECTION  
611 RYAN PLAZA DRIVE, SUITE 1000  
ARLINGTON, TX 76011

ALASKA, ARIZONA, CALIFORNIA, HAWAII, NEVADA, OREGON, WASHINGTON, AND U.S. TERRITORIES AND POSSESSIONS IN THE PACIFIC, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION V  
MATERIAL RADIATION PROTECTION SECTION  
1450 MARIA LANE, SUITE 210  
WALNUT CREEK, CA 94606

PERSONS LOCATED IN AGREEMENT STATES SEND APPLICATIONS TO THE U.S. NUCLEAR REGULATORY COMMISSION ONLY IF THEY WISH TO POSSESS AND USE LICENSED MATERIAL IN STATES SUBJECT TO U.S. NUCLEAR REGULATORY COMMISSION JURISDICTION.

1. THIS IS AN APPLICATION FOR (Check appropriate item)

A. NEW LICENSE

B. AMENDMENT TO LICENSE NUMBER \_\_\_\_\_

C. RENEWAL OF LICENSE NUMBER \_\_\_\_\_

2. NAME AND MAILING ADDRESS OF APPLICANT (Include Zip Code)

R. E. Wright Associates, Inc.  
3240 Schoolhouse Road  
Middletown, PA 17057

3. ADDRESS(ES) WHERE LICENSED MATERIAL WILL BE USED OR POSSESSED

3240 Schoolhouse Road, Middletown, PA 17057, and at temporary job sites within the United States where the U. S. NRC maintains jurisdiction for regulating the use of licensed material.

4. NAME OF PERSON TO BE CONTACTED ABOUT THIS APPLICATION

William S. Tafuto

TELEPHONE NUMBER (717) 944-5501

SUBMIT ITEMS 5 THROUGH 11 ON 8 1/2 X 11 PAPER. THE TYPE AND SCOPE OF INFORMATION TO BE PROVIDED IS DESCRIBED IN THE LICENSE APPLICATION GUIDE

5. RADIOACTIVE MATERIAL a. Element and mass number, b. chemical and/or physical form, and c. maximum amount which will be possessed at any one time.	6. PURPOSE(S) FOR WHICH LICENSED MATERIAL WILL BE USED.
7. INDIVIDUAL(S) RESPONSIBLE FOR RADIATION SAFETY PROGRAM AND THEIR TRAINING AND EXPERIENCE	8. TRAINING FOR INDIVIDUALS WORKING IN OR FREQUENTING RESTRICTED AREAS.
9. FACILITIES AND EQUIPMENT	10. RADIATION SAFETY PROGRAM.
11. WASTE MANAGEMENT	12. LICENSEE FEES (See 10 CFR 170 and Section 170.31) FEE CATEGORY 3P AMOUNT ENCLOSED \$230.00

13. CERTIFICATION (Must be completed by applicant) THE APPLICANT UNDERSTANDS THAT ALL STATEMENTS AND REPRESENTATIONS MADE IN THIS APPLICATION ARE BINDING UPON THE APPLICANT. THE APPLICANT AND ANY OFFICIAL EXECUTING THIS CERTIFICATION ON BEHALF OF THE APPLICANT, NAMED IN ITEM 2, CERTIFY THAT THIS APPLICATION IS PREPARED IN CONFORMITY WITH TITLE 10, CODE OF FEDERAL REGULATIONS, PARTS 30, 32, 33, 34, 35, AND 40 AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

WARNING: 18 U.S.C. SECTION 1001 ACT OF JUNE 25, 1948, 62 STAT. 749 MAKES IT A CRIMINAL OFFENSE TO MAKE A WILLFULLY FALSE STATEMENT OR REPRESENTATION TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES AS TO ANY MATTER WITHIN ITS JURISDICTION.

SIGNATURE—CERTIFYING OFFICER <i>William S. Tafuto</i>	TYPED/PRINTED NAME William S. Tafuto	TITLE Staff Geotechnical Engineer	DATE 2/17/89
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14. ANNUAL RECEIPTS		15. VOLUNTARY ECONOMIC DATA	
<\$250K	\$1M-3.5M	d. WOULD YOU BE WILLING TO FURNISH COST INFORMATION (Dollar and/or staff hours) ON THE ECONOMIC IMPACT OF CURRENT NRC REGULATIONS OR ANY FUTURE PROPOSED NRC REGULATIONS THAT MAY AFFECT YOU? (NRC regulations permit it to protect confidential commercial or financial—proprietary—information furnished to the agency in confidence)	YES <input type="checkbox"/> NO <input type="checkbox"/>
\$250K-500K	\$3.5M-7M		
\$500K-750K	\$7M-10M	e. NUMBER OF BEDS	
\$750K-1M	>\$10M		

FOR NRC USE ONLY			
TYPE OF FEE APP	FEE LOG Mar 14 <sup>th</sup>	FEE CATEGORY 3P	COMMENTS 9001260081 B90408 REG1 LIC30 37-28362-01 PDR
AMOUNT RECEIVED \$230	CHECK NUMBER 77641	110415	APPROVED BY <i>J. Kimberly</i> DATE 3/22/89

## PRIVACY ACT STATEMENT

Pursuant to 5 U.S.C. 552a(e)(3), enacted into law by section 3 of the Privacy Act of 1974 (Public Law 93-579), the following statement is furnished to individuals who supply information to the Nuclear Regulatory Commission on NRC Form 313. This information is maintained in a system of records designated as NRC-3 and described at 40 Federal Register 45334 (October 1, 1975).

1. **AUTHORITY:** Sections 81 and 161(b) of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2111 and 2201(b)).
2. **PRINCIPAL PURPOSE(S):** The information is evaluated by the NRC staff pursuant to the criteria set forth in 10 CFR Parts 30, 32, 33, 34, 35 and 40 to determine whether the application meets the requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations, for the issuance of a radioactive material license or amendment thereof.
3. **ROUTINE USES:** The information may be (a) provided to State health departments for their information and use; and (b) provided to Federal, State, and local health officials and other persons in the event of incident or exposure, for their information, investigation, and protection of the public health and safety. The information may also be disclosed to appropriate Federal, State, and local agencies in the event that the information indicates a violation or potential violation of law and in the course of an administrative or judicial proceeding. In addition, this information may be transferred to an appropriate Federal, State, or local agency to the extent relevant and necessary for an NRC decision or to an appropriate Federal agency to the extent relevant and necessary for that agency's decision about you.
4. **WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY AND EFFECT ON INDIVIDUAL OF NOT PROVIDING INFORMATION:** Disclosure of the requested information is voluntary. If the requested information is not furnished, however, the application for radioactive material license, or amendment thereof, will not be processed. A request that information be held from public inspection must be in accordance with the provisions of 10 CFR 2.790. Withholding from public inspection shall not affect the right, if any, of persons properly and directly concerned need to inspect the document.
5. **SYSTEM MANAGER(S) AND ADDRESS:** U.S. Nuclear Regulatory Commission  
Director, Division of Fuel Cycle and Material Safety  
Office of Nuclear Material Safety and Safeguards  
Washington, D.C. 20555

Item 5 - Radioactive Material - MC-1:

a) Radionuclei	b) Form	c) Maximum Amount
Americium 241-BE	Sealed source CPN drawing Special form CPN-131	No single source to exceed 10 mci

Item 6:

For use in CPN Corporation MC-series, surface moisture density gauge to measure various properties of construction and other materials.

Item 7:

Mr. William S. Tafuto, Staff Geotechnical Engineer at REWAI, is responsible for REWAI's Radiation Safety Program. He is scheduled to attend CPN Corporation's Authorized Nuclear Gauge Training Class on Friday, March 3, 1989, in Philadelphia, Pennsylvania. In addition, he has observed the operation of nuclear density testers both as an undergraduate and on the job. Mr. Tafuto has completed 40 hours of Health and Safety Training as required by the Federal Occupational Safety and Health Administration of those involved in hazardous waste operations (OSHA 1910.120). This instruction, completed on November 18, 1988, included review of information concerning radioactive waste. Mr. Tafuto is scheduled to attend yearly eight-hour updates of this health and safety training course in compliance with OSHA 1910.120.

Item 8:

In addition to Mr. William S. Tafuto, Staff Geotechnical Engineer, Mr. Eric R. Roof, Environmental Scientist, will also receive certification upon completion of CPN Corporation's Authorized Nuclear Gauge Training Class on Friday, March 3, 1989, in Philadelphia, Pennsylvania. Mr. Roof has also completed 40 hours of health and safety training as required by the Federal Occupational Safety and Health Administration of those involved in hazardous waste operations (OSHA 1910.120). This instruction, completed on November 18, 1988, included review of information concerning radioactive waste. Mr. Roof is scheduled to attend yearly eight-hour updates of this health and safety training course in compliance with OSHA 1910.120.

Item 9:

Please refer to the attached sketch of our proposed storage facility where the gauge will be kept when not in use. The facility is locked and the nearest permanent workstations (as indicated in yellow) are more than 10 feet away. Keys to the facility will be given only to William S. Tafuto and Eric R. Roof, and to authorized Equipment and Supply personnel. Appropriate radiation warning notices will be posted at the entrance to the locked facility.

Item 10 - Radiation Safety Program:

## 1. Radiation Safety Officer

A. William S. Tafuto has been designated as R. E. Wright Associates, Inc. Radiation Safety Officer and will assume the duties and responsibilities that include the following:

1. To ensure that all terms and conditions of the license are being complied with and that the information contained in the license is up-to-date and accurate.
2. To ensure that the equipment has been leak tested at the required intervals and that the leak test is performed in the manner prescribed by CPN Corporation.

The leak test shall be carried out using CPN #TD11B leak test kit.

3. To ensure that the gauge is only used by individuals authorized by the RSO and that they use the gauge in accordance with all relevant regulations. This will include the wearing of a suitable radiation film badge.
4. To maintain the records as required by the license and the regulations. These records shall include personnel exposure, leak test records, and training certificates for all users.
5. To ensure that the equipment is properly secured against unauthorized removal at all times.
6. To serve as a point of contact and give assistance in case of emergency such as equipment damaged in the field or by theft and to notify the proper authorities in case of emergency.
7. To ensure that all users have read and understand the radiation safety operation and emergency procedures.
8. To arrange appropriate training for new users as required.
9. To post all required signs and notices in a prominent location.

r.e. wright associates, inc.

## 2. Operation Procedures

### A. Transportation of Equipment

1. All possible means shall be provided to ensure that the equipment is fully secured in the transporting vehicle and the equipment is away from the passenger compartment. When transporting in an enclosed vehicle (car or van), the vehicle will be locked. When transporting in an open-bed vehicle, the gauge should be securely fastened and locked to the truck bed.
2. The gauge will be transported in the CPN transportation case. The U. S. Department of Transportation requires that the gauge be transported in a properly labeled carrying case.
3. At all times while the gauge is being transported, the operator will carry the required shipping papers and a copy of the emergency plan.

### B. Operational Procedures

1. The operator will exercise suitable control over the gauge at all times.
2. Under no circumstances will the gauge be left unattended or under the supervision of an unauthorized person.
3. When not being used for field measurements, the gauge shall have its source mechanism locked and will be locked in its transportation case. The gauge will also be returned to the vehicle.
4. When testing is completed, the gauge will be returned to its permanent place of storage, as soon as possible.
5. When using the equipment, operators will wear the personnel monitoring device that has been assigned to them. When the operator is not using the equipment, the monitoring device will be kept in a radiation-free area, as designated by the Radiation Safety Officer.
6. At all times, operators will observe the principle of ALARA.

By following the ALARA principle, operators will receive a radiation dose that is:

As Low As Reasonably Achievable

as required by the NRC.

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### C. Maintenance and Leak Test Procedures

1. Periodic maintenance will include cleaning of the gauge. The operator will have received proper instruction on how to do this and will wear his film badge and observe the ALARA while carrying this out.
2. No maintenance will be performed in which the radioactive source is removed from the gauge. For this type of maintenance, the gauge will be returned to the manufacturer.
3. The leak test will be performed using an approved leak test kit (such as the CPN #TD11B leak test kit) and in accordance with the manufacturer's instructions. The operator will wear their personal monitoring device while carrying this out.
4. The shipping case will be checked periodically to ensure all the required labels are present.

### 3. Emergency Procedures

A. In the event of physical damage to a gauge, the following will be performed:

1. Immediately cordon off an area around the gauge. An area radius of (15) fifteen feet will be sufficient.
2. If a vehicle is involved, it must be stopped until the extent of contamination, if any, can be established.
3. A visual inspection of the gauge is to be made to determine if the source housing and/or shielding has been damaged.
4. At the earliest possible time, when the situation is under control, you must contact William S. Tafuto, Radiation Safety Officer, at (717) 944-5501. Describe the present conditions and follow the instruction of the Radiation Safety Officer.

The Radiation Safety Officer will contact the appropriate NRC office as listed below:

Region I	- 24-hour telephone number	(215) 337-5500
Region II	- 24-hour telephone number	(404) 331-4503
Region III	- 24-hour telephone number	(312) 790-5500
Region IV	- 24-hour telephone number	(817) 860-8100
Region V	- 24-hour telephone number	(415) 943-3700

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CPN will also be contacted for advice at numbers listed below:

CPN (California office)	(415) 238-9770
CPN (Ohio office)	(614) 258-1276

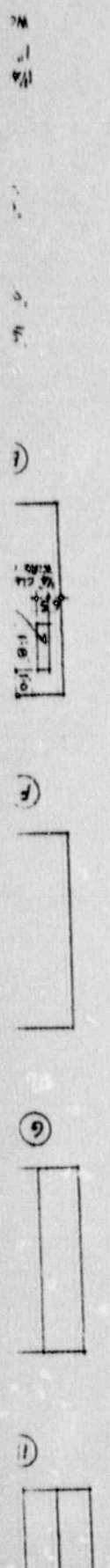
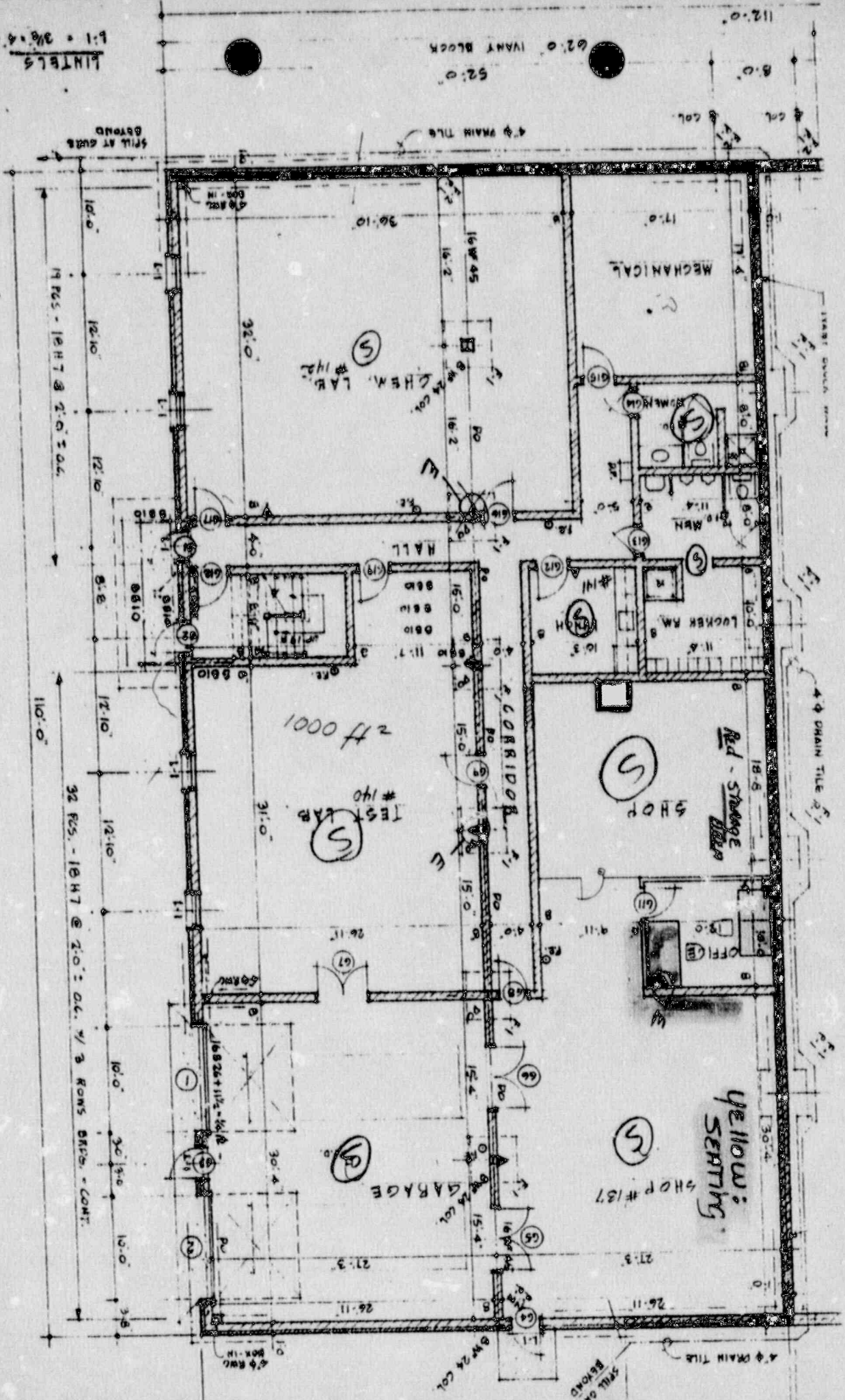
Other contacts will be established with the NRC and local authorities for response to a damaged gauge.

- B. In the event the gauge is lost or stolen, immediately notify the Radiation Safety Officer as listed above in Item 3.A.4.

Item 11:

REWAI understands that disposal of radioactive material is limited to transferring to another licensed user or return to the manufacturer.

LIMITS  
1:1 = 3/8" = 4' - 0" / 16' = 4' - 0"







r.e. wright associates, inc.  
earth resources consultants

March 6, 1989

U. S. Nuclear Regulatory Commission  
Region I  
Licensing Materials Section  
475 Allendale Road  
King of Prussia, PA 19406

Re: Additional Information Submission  
for Radioactive Material License  
Application from R. E. Wright  
Associates, Inc. (REWAI)

To Whom It May Concern:

Upon completion of the U. S. Nuclear Regulatory Commission (NRC) approved certification seminar by CPN Corporation for nuclear density/moisture gauge operation in Philadelphia, Pennsylvania, on March 3, 1989, two concerns arose regarding the content of our radioactive materials license.

Please attach this letter to our license application and refer to it for corrections to Items 5 and 7.

For Item 5, Radioactive Material, please replace current response with:

- a) Radionuclei: Cesium<sup>137</sup>; Americium<sup>241</sup>-Beryllium.
- b) Form: Sealed source CPN, Drawing CPN-131; Sealed source CPN, Drawing CPN-131.
- c) Maximum Amount: Cesium<sup>137</sup> - No single source to exceed 10 mci; Americium<sup>241</sup>-Beryllium - No single source to exceed 50 mci.

For Item 7, Individuals Response for Radiation Safety Program and Their Training and Experience, please add:

- a) Eric R. Roof will act as Co-radiation Safety Officer along with William S. Tafuto. Eric Roof's training is summarized in Item 8.

March 6, 1989

Presently, our certification process is complete. Upon receiving our certificates from CPN, copies will be made and sent to the U. S. NRC, Region I.

Thank you for your attention to this matter.

Very truly yours,

R. E. WRIGHT ASSOCIATES, INC.

*William S. Tafuto*

William S. Tafuto  
Staff Geotechnical Engineer, RSO

WST:ch

110415

MAR 13 1989

OFFICIAL RECORD COPY ML 10

r.e. wright associates, inc.



r.e. wright associates, inc.  
earth resources consultants

3240 schoolhouse road, middletown, pa 17057-3595  
(717) 944-5501

# PURCHASE ORDER

PURCHASE ORDER NO.  
**108844**

THIS NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING MEMOS,  
BILLS OF LADING AND PACKAGES.

P.O. DATE  
**02/20/89**

VENDOR [ U. S. Nuclear Regulatory Com.  
Region I  
475 Allendale Road  
King of Prussia PA 19406 ]

SHIP TO [ R.E. WRIGHT ASSOCIATES, INC.  
3240 SCHOOLHOUSE ROAD  
MIDDLETOWN PA 17057 ]

FORM	PAY TERMS	DELIVERY DATE	SHIP VIA	REQUESTED BY	
Prepaid	CHECK	02/20/89	Best Way	Wehler, Ned	
LINE	REV. PART #	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1		1	Fee to accompany application for Material License fee category 3P	230.00	230.00
<b>SUB-TOTAL</b>			<b>SALES TAX</b>	<b>TOTAL P.O.</b>	
230.00			EXEMPT	108844	230.00

**APPROVAL REQUIRED**

Wehler, Ned

Wehler, Ned

VENDOR

*Ned Wehler*  
REQUESTER

*Ned Wehler*  
PROJECT MANAGER

ADMIN APPROVAL

3/3

*[Signature]*

## PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDER:** This order may be accepted only by signing and returning the attached acknowledgment to Buyer. Acceptance is limited to the terms stated herein, and any additional or different terms proposed by Seller are rejected unless expressly assented to in writing by Buyer. Delivery of materials or other goods and performance of services in conformity herewith prior to acceptance hereof and use of such goods and acceptance of such services by Buyer shall constitute a contract embodying all and only the terms stated herein. References herein to this order shall, unless the context otherwise requires, include any contract resulting herefrom.
2. **MODIFICATION:** No modification of this order shall be effective without Buyer's written consent. No course of prior dealings, no usage of the trade, and no course of performance shall be used to modify, supplement or explain any terms used in this order.
3. **TERMINATION:** Buyer reserves the right to terminate this order at any time with respect to undelivered goods or unperformed services by written or telegraphic notice or oral notice confirmed in writing.
4. **DELIVERY:** Time is of the essence in this order and if delivery of conforming services is not completed by the time(s) promised Buyer reserves the right, in addition to its other rights and remedies, to cancel this order, to reject such goods or services in whole or in part on reasonable notice to Seller and/or to purchase substitute goods or services or services elsewhere and charge Seller with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk.
5. **PRICE:** Buyer shall not be billed at prices higher than stated herein unless authorized in writing by Buyer. Seller represents that the prices charged for the goods or services covered by this order are the lowest prices charged by Seller and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery, and performance. Seller agrees to notify Buyer of any price reduction made in goods or services covered by this order subsequent to the date hereof, and prior to delivery or performance and agrees that any such reduction will be applicable to this order.
6. **CONTINGENCIES:** Failure of either party to perform hereunder, in whole or in part, occasioned by act of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstance of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede, or compliance with any order or request of any governmental officer, department, agency or committee shall not subject said party to any liability to the other party. At Buyer's option, the period specified for delivery of goods or performance of services hereunder shall be extended by the period of delay occasioned by any such circumstance, and deliveries or services (written or portions thereof) shall be made or performed during such extension, or the total order hereunder shall be reduced by the deliveries or services for portions thereof so omitted. The provisions of this paragraph shall be effective notwithstanding that such circumstance shall have been operative at the date of this order.
7. **WARRANTIES:** In addition to all warranties established by law, Seller hereby warrants and agrees that:
  - (a) All goods and services covered by this order shall conform to the specifications, drawings, samples, or other descriptions furnished or adopted by Buyer, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. Buyer shall have the right of inspection and approval and may, in addition to its other rights and remedies, reject and return goods or require reperformance of services at Seller's expense if defective or not in compliance with Buyer's specification. Defects shall not be deemed waived by Buyer's failure to notify Seller upon receipt of goods or completion of services, or by payment of invoice.
  - (b) No disclosure, description, or other communication of any sort shall be made by Seller to any third person of the fact of Buyer's purchase of goods or services hereunder or of the details and characteristics thereof, without Buyer's prior consent in writing. Anything furnished to Seller by Buyer pursuant to this order, including without limitation, samples, drawings, patterns, and materials, shall remain the property of Buyer, shall be held at Seller's risk and shall be returned upon completion of services, or by payment of invoice.
  - (c) All goods delivered pursuant to this order and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state, or local laws or regulations.
  - (d) The use or sale of any goods delivered hereunder, or any part thereof, except goods produced to Buyer's drawings or specifications does not infringe any adverse valid existing patent. Seller shall indemnify, prosecute, and save harmless Buyer, its customers, users of its products, and its and their successors and assigns, or any of them, from and against any and all liability, damage, loss, cost or expense incurred in connection with any claim, suit or action for actual or alleged infringement of any such patent, arising out of or in connection with the use of sale of such goods, and Seller shall defend, at its expense, any such claim, suit or action brought against Buyer, its customers, users of its products, and its and their successors and assigns, or any of them.
  - (e) The foregoing warranties shall survive acceptance of goods and performance of services hereunder.
8. **LOSS IN TRANSIT AND ENVIRONMENTAL RESPONSIBILITY:** Title and risk of loss in transit shall not pass to Buyer until delivery to Buyer (or to carrier designated by Buyer in cases where shipment is made F.O.B. Seller's shipping point) in accordance with all applicable federal, state or local laws or regulations including, without limitation, U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances. A completed, Buyer shall not be liable for any discharge, spill or other incident, including, without limitation, expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.
9. **MARKING:** Seller shall mark each package or shipment clearly with buyer's name and address, contents, and this purchase order number.
10. **ASSIGNMENT:** (a) At Buyer's option, Seller agrees to assign to Buyer all claims, demands, and causes of action of whatsoever kind which Seller may have and all sums of money due or owing to Seller (but no delegation of duties, debts or obligations of any kind being intended hereby) arising out of Seller's purchases from others of goods delivered to Buyer pursuant to this order. Seller will cooperate fully with Buyer in any action that may be brought pursuant to or in connection with this assignment. In this regard, Buyer may use Seller's name in or in connection with any such action and Seller will cooperate fully with Buyer in any such action.
11. **GOVERNING LAW:** This order shall be governed by the laws of the Commonwealth of Pennsylvania, including the Pennsylvania Uniform Commercial Code. Unless otherwise indicated by the contract, whenever a term used in this order is defined in the Pennsylvania Uniform Commercial Code, the definition contained therein is controlling as to the meaning of the term.
12. **FORCE:** Since, among other things, Buyer is a corporation having a principal office in the Commonwealth of Pennsylvania, the parties hereto agree to submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania in connection with any controversy arising hereunder.
13. **EMPLOYEES, INSURANCE, INDEMNIFICATION:** (a) In performing any services hereunder, Seller is, and undertakes performance thereof, as an independent contractor, with sole responsibility for all persons employed in connection therewith, including, without limitation, exclusive liability for the payment of all federal, state, and local unemployment and disability insurance, and all Social Security and/or other taxes and contributions payable in respect for each person, from and against which liability Seller agrees to indemnify, prosecute, and hold Buyer harmless.
  - (b) If this order shall require the presence on Buyer's premises of Seller's employees, subcontractors, or others under Seller's control, Seller shall provide to Buyer prior to the commencement of any services hereunder, certificates of insurance evidencing that Seller has purchased the following insurance: Worker's Compensation Insurance in compliance with the law or laws of the state in which the services are to be performed; Employer's Liability Insurance with a limit of no less than \$100,000 per occurrence; Comprehensive General Liability Insurance, including Contractual Liability and Automobile Liability Insurance, with limits not less than \$100,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. At Buyer's option higher limits may be specified. All such persons shall be subject to all applicable rules or such premises including those for safety and fire prevention.
  - (c) Seller shall comply with all laws, regulations, and/or other requirements of local, state, and federal governments in connection with its performance of services hereunder, including without limitation those pertaining to financial capability, responsibility, and security for pollution damage. Seller shall protect, defend, indemnify, prosecute and hold Buyer harmless from and against any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any other obligations arising out of or in any manner connected with Seller's failure to comply with such laws, regulations, and/or other requirements.
14. **DISCOUNT:** Cash discount will be calculated from date of receipt of acceptable invoice.
15. **COMPLIANCE WITH LAW AND BUYER'S PLANT RULES:**
  - (a) Unless otherwise exempted by Executive Order 11246, or by rules, regulations, or orders issued pursuant thereto, Seller shall comply with parts (1) through (7) of 41 C.F.R., 40-114, as amended, which are hereby incorporated by reference.
  - (b) Unless otherwise exempted by regulations issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, Seller shall comply with the requirements of 41 C.F.R., 40-250.4, as amended, the provisions of which are hereby incorporated by reference.
  - (c) Unless otherwise exempted by the regulations issued under the Rehabilitation Act of 1973, as amended, Seller shall comply with the requirements of 41 C.F.R., 40-741-4, as amended, the provisions of which are hereby incorporated by reference.
  - (d) Seller shall certify on each invoice for goods purchased hereunder that all such goods were produced in full compliance with sections 5, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and regulations issued thereunder.
  - (e) Seller shall comply with the requirements of Public Law 95-507, and the rules and regulations thereunder, including the regulations set forth at 44 Federal Register 21610, the provisions of paragraph (A) through (D) which are hereby incorporated by reference.
  - (f) If this order shall require the presence on Buyer's premises of Seller's employees, subcontractors, or others under Seller's control, Seller shall comply with all applicable governmental regulations and rules of Buyer's premises, encompassing, without limitation, those relative to environmental quality including safety and fire prevention. Seller shall at all times provide all equipment that is used in the performance of this purchase order, except for that equipment specified in this order as being furnished by Buyer, including all equipment to ensure the safety of all employees, subcontractors, or others under Seller's control.

MAR 13 1978

RECEIVED REGION I

MS-10  
89-03-15

MS-13  
P-2

(FOR LFMS USE)  
INFORMATION FROM LTS

BETWEEN\*

LICENSE FEE MANAGEMENT BRANCH, ARM  
AND  
REGIONAL LICENSING SECTIONS

PROGRAM CODE: \_\_\_\_\_  
STATUS CODE: 3  
FEE CATEGORY: \_\_\_\_\_  
EXP. DATE: 0  
FEE COMMENTS: \_\_\_\_\_  
.....

LICENSE FEE TRANSMITTAL

A. REGION Y

1. APPLICATION ATTACHED  
APPLICANT/LICENSEE: R. E. WRIGHT ASSOCIATES, INC.  
RECEIVED DATE: 890313  
DOCKET NO: 3031059  
CONTROL NO.: 110415  
LICENSE NO.:  
ACTION TYPE: NEW LICENSEE

2. FEE ATTACHED  
AMOUNT: \$230.00  
CHECK NO.: 77671

3. COMMENTS

SIGNED R. J. Brown  
DATE 89-03-15

B. LICENSE FEE MANAGEMENT BRANCH (CHECK WHEN MILESTONE 03 IS ENTERED 1 ✓)

1. FEE CATEGORY AND AMOUNT: 3P \$ 230

2. CORRECT FEE PAID. APPLICATION MAY BE PROCESSED FOR:  
AMENDMENT \_\_\_\_\_  
RENEWAL \_\_\_\_\_  
LICENSE ✓ \_\_\_\_\_

3. OTHER \_\_\_\_\_  
\_\_\_\_\_

SIGNED S. Kimberly  
DATE 3/22/89