

MAY 24 1991

In Reply Refer To:
License: 25-17563-01
Docket: 030-12975/91-01

Morrison - Maierle, Inc.
ATTN: Michael Watson, President
P.O. Box 6147
Helena, Montana 59604

Gentlemen:

Thank you for your letter of April 22, 1991, in response to our letter and attached Notice of Violation both dated March 22, 1991. We have reviewed your reply and find it responsive to the concerns raised in our Notice of Violation. We will review the implementation of your corrective actions during a future inspection to determine whether full compliance has been achieved and will be maintained.

Sincerely,

Original Signed By:
LAWRENCE A. YANDELL

for A. Bill Beach, Director
Division of Radiation Safety
and Safeguards

cc:
Oklahoma Radiation Control Program Director

bcc w/copy of licensee letter:
DMB - Original (IE-07)
RDMartin
ABBeach
LAYandell
MRodriguez, OC/LFDCB (MS 4503)
CLCain
WLFisher
RLeonardi
NMSIS
MIS System
RIV Files (2)
RSTS Operator

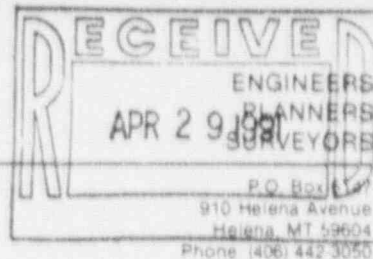
RIV:NMSIS *RA-1*
RLeonardi:rh
5/9/91

C:NMSIS *CLC*
CLCain
5/23/91

D:DRSS
ABBeach
5/29/91 *for*

9106120108 910624
REG3 LIC30
25-17563-01 PDR

IE-07
41



April 22, 1991

Mr. A. Bill Beach, Director
Division of Radiation Safety & Safeguards
U.S. Nuclear Regulatory Commission
Region IV
611 Ryan Plaza Drive, Suite 1000
Arlington, Texas 76011

Re: Docket No. 030-12975/91-01
License No. 25-17563-01

Dear Mr. Beach:

In response to the NOTICE OF VIOLATION transmitted by your letter dated March 22, 1991, we offer the following information:

1. Training of two individuals by Montana State University was an oversight at the time. They were, however, trained by a licensed instructor. We will not utilize this source in the future, as they have discontinued this service. Future training will be confined to the three sources listed under License Condition 11. As of the date of this letter, full compliance has been achieved.

2. We have been operating under the misconception that, if an operator was not exposed to a gauge, we did not have to return the individual's badge for processing. Due to the short construction season in Montana, many of our operators use a gauge for approximately four to six months per year. During the rest of the year, the gauges are stored and are not used. Therefore, badges that were not sent for processing belonged to individuals who were not using gauges during that time. Our records of exposure for all individuals, therefore, reflect the correct level of exposure for all of our operators.

Corrective steps have been instituted to assure that all badges of all operators will be distributed and collected on a monthly basis to be sure that no gaps exist in the reports. As of the date of this letter, full compliance has been achieved.

3. We will furnish the missing information to Siemens Gammasonics, Inc., our film and leak test service, so it can be shown in the future on our Radiation Exposure Reports. Full compliance will be achieved by June, 1991.

4. Leak tests have been misplaced in the past, on occasion, particularly during the winter when the gauges are in storage. Offices where the gauges are assigned have been notified that leak tests must be performed immediately upon the

4105070204

Mr. A. Bill Beach, Director

April 22, 1991

Page Two

receipt of the leak test kit. Additionally, in the past, leak test results frequently showed the serial number of the gauge, rather than the serial numbers of the sources. This problem has been addressed by memorandum to the various offices where the gauges are assigned. Telephone contact will be initiated on a six month basis by the radiation safety officer to assure compliance. Full compliance has been achieved.

In addition to the statements above which are made in response to the NOTICE OF VIOLATION, Mr. Leonardi also asked for copies of Source Certificates for four of our six gauges, which we could not furnish at the time of his visit. We have enclosed copies of those certificates, which we recently obtained from TROXLER. Also, we were missing some Lease Agreements for some leased gauges from a firm in Salt Lake City, Nuclear Testing Services. Copies of those five agreements are also enclosed. Also enclosed is a Package Certification for our gauges that Mr. Leonardi asked about.

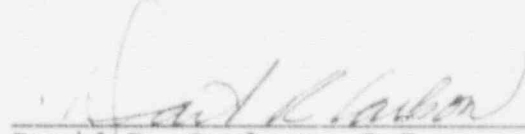
We hope that you will accept our apology for being several days late with this response, which was due 30 days after March 22, 1991. We did not receive some of the information listed above until very recently, and we thought that it was important that we include this with our response.

We learned a great deal from Mr. Leonardi during his inspection. We found him very professional and most willing to answer our questions and offer suggestions on how we might improve our practices on personnel records, gauge records, etc.

Please feel free to call or write if we can furnish additional information.

Sincerely,

MORRISON-MAIERLE/CSSA


David R. Carlson, P.E.
Vice President,
Helena Office Manager

RECEIVED

FEB 20 1991

TROXLER ELECTRONIC LABORATORIES, INC.
P.O. BOX 12057, CORNWALLIS ROAD
RESEARCH TRIANGLE PARK, NORTH CAROLINA 27709, U.S.A.
TELEPHONE (919) 549-8661, FAX (919) 549-0761, TELEX 6844902

MORRISON--MAIERLE/CSSA, INC.

TYPE A PACKAGE CERTIFICATION

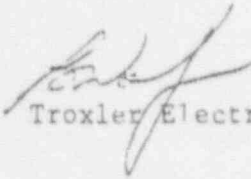
Troxler Electronic Laboratories, Inc. certifies that their models 1200 Series, 1300 Series, 2226, 2376, 2400 Series, 3200 Series, 3216, 3241 Series, 3400 Series, 3565, 4440 Series, 4545, and 4640 Series, contain Type A quantities of Special form radioactive materials and are packed for shipment in Specification 7A, Type A containers.

These containers meet the requirements of the United States Department of Transportation 49CFR 173.24 and 49CFR 173.465. These regulations are in agreement with the Regulations for Safe Transport of Radioactive Materials (Safety Series No. 6) of the International Atomic Energy Commission as amended.

Actual testing and engineering evaluation of the containers include the water spray test, free drop test, compression test, penetration test, and vibration test, reference 49CFR 173.465. For all gauge models listed above, the radiation survey conducted after each test showed no significant increase in exposure levels. The leak test performed on the source capsule showed no removable activity.

Troxler Electronic Laboratories, Inc. maintains a complete testing and evaluation report at the corporate office.

A copy of this Certification must remain on file as required by 49CFR 173.415(a).


Troxler Electronic Laboratories, Inc.

 * SPECIAL FORM RADIOACTIVE SOURCE CERTIFICATE *
 * DUPLICATE-PRINTED 22 FEB, 1991 *

THIS DOCUMENT MUST BE RETAINED BY THE RECIPIENT UNTIL SUCH TIME THAT THE MATERIAL IS TRANSFERRED INTO THE POSSESSION OF ANOTHER LICENSEE. A COPY OF THIS DOCUMENT MUST BE KEPT WITH THE GAUGE WHILE BEING TRANSPORTED ON PUBLIC HIGHWAYS IN THE UNITED STATES. INTERNATIONAL USERS SHOULD CONTACT THE LOCAL REGULATORY AGENCY TO DETERMINE THE DOCUMENTATION REQUIREMENTS.

SEALED SOURCE

CS137
 48 3238
 .31 GBQ(0.3 MCI)
 15 MAR, 1979
 102112
 GB/140/S
 C64444
 29 MAY, 1979

RADIOACTIVE MATERIAL
 SOURCE SERIAL NUMBER
 ACTIVITY
 NEUTRON OUTPUT (NPS)
 DATE OF MEASUREMENT
 TROXLER DRAWING NUMBER
 SPECIAL FORM CERTIFICATE
 ANSI SPECIFICATION
 ****DATE OF LEAK TEST****

SEALED SOURCE

AM241:BE
 47 2324
 1.48 GBQ(40 MCI)
 7.0 X10 4
 14 MAR, 1979
 102451
 GB/7/S
 C66544
 29 MAY, 1979

SOURCE(S) ARE CONTAINED IN TROXLER MODEL: 3411 SERIAL: 6162
 TRANSFERRED ON 29 MAY, 1979. SALES ORDER NUMBER 0009830

TO
 CODE :1051000
 LICENSE:25-17563-01
 NAME :MORRISON & MAIERLE INC
 910 HELENA AVENUE
 HELENA, MONTANA 59604

FROM
 32-182-1
 TROXLER ELECT. LABORATORIES, INC
 P. O. BOX 12057
 RESEARCH TRIANGLE PARK, NC 27709

C. Walsh
 RADIATION SAFETY DEPARTMENT

*** SPECIAL FORM, PACKAGE & TRANSPORT INFORMATION ***

- SPECIAL FORM- RADIOACTIVE MATERIAL USED IN THIS GAUGE HAS BEEN TESTED BY THE SOURCE MANUFACTURER TO MEET THE REQUIREMENTS AS SPECIAL FORM MATERIAL. THE ABOVE REFERENCED SPECIAL FORM CERTIFICATE HAS BEEN ISSUED BY AN INTERNATIONALLY RECOGNIZED 'COMPETENT AUTHORITY'. THE ABOVE REFERENCED LEAK TEST REVEALED THE REMOVABLE ACTIVITY TO BE LESS THAN 0.005 MICRO-CURIE. A RECOMMENDED WORKING LIFE FOR THIS SOURCE IS 15 YEARS. THIS IS BASED ON TOXICITY, HALF-LIFE, INITIAL ACTIVITY, CAPSULE DESIGN AND OPERATIONAL EXPERIENCE.
- PACKAGE CLASSIFICATION- THE ABOVE LISTED NUCLEAR GAUGE HAS BEEN TESTED AND MEETS THE REQUIREMENTS OF US DOT & IAEA REGULATIONS AS A 'TYPE A' PACKAGE. THE GAUGE MUST ALWAYS BE TRANSPORTED IN ITS ACCOMPANYING TRANSPORT CASE TO ENSURE COMPLIANCE WITH THE LABELING REQUIREMENTS. A REPORT OF TESTING AND EVALUATION TO AFFIRM THAT THE GAUGE IS SHIPPED AS A USDOT 7A TYPE A PACKAGE IS MAINTAINED ON FILE AT TROXLER ELECTRONIC LABS, INC. RESEARCH TRIANGLE PARK, NC 27709.
- BILL OF LADING:

RADIOACTIVE MATERIAL
 SPECIAL FORM-N.O.S. UN2974
 TYPE A PACKAGE
 RADIOACTIVE Y. LOW II
 T.I. - 0.

 * SPECIAL FORM RADIOACTIVE SOURCE CERTIFICATE *
 * DUPLICATE-PRINTED 22 FEB. 1991 *

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SEALED SOURCE

CS137
 40 2105
 1.20 GBQ(7.7 MCI)
 24 NOV, 1977
 102112
 GB/140/S
 C64444
 10 FEB, 1978

RADIOACTIVE MATERIAL
 SOURCE SERIAL NUMBER
 ACTIVITY
 NEUTRON OUTPUT (NPS)
 DATE OF MEASUREMENT
 TROXLER DRAWING NUMBER
 SPECIAL FORM CERTIFICATE
 ANSI SPECIFICATION
 ****DATE OF LEAK TEST****

SEALED SOURCE

AM241:BE
 47 1147
 1.48 GBQ(40 MCI)
 0.0 X10 4
 12 NOV, 1977
 102451
 GB/7/S
 C66544
 10 FEB, 1978

SOURCE(S) ARE CONTAINED IN TROXLER MODEL: 3411 SERIAL: 5061
 TRANSFERRED ON 10 FEB, 1978. SALES ORDER NUMBER 0000572

TO
 CODE :1851000
 LICENSE:25-17563-01
 NAME :MORRISON & MAIERLE INC
 910 HELENA AVENUE
 HELENA, MONTANA 59604

FROM
 32-102-1
 TROXLER ELECT. LABORATORIES, INC
 P. O. BOX 12057
 RESEARCH TRIANGLE PARK, NC 27709

C. Walsh
 RADIATION SAFETY DEPARTMENT

*** SPECIAL FORM, PACKAGE & TRANSPORT INFORMATION ***

- A. SPECIAL FORM- RADIOACTIVE MATERIAL USED IN THIS GAUGE HAS BEEN TESTED BY THE SOURCE MANUFACTURER TO MEET THE REQUIREMENTS AS SPECIAL FORM MATERIAL. THE ABOVE REFERENCED SPECIAL FORM CERTIFICATE HAS BEEN ISSUED BY AN INTERNATIONALLY RECOGNIZED 'COMPETENT AUTHORITY'. THE ABOVE REFERENCED LEAK TEST REVEALED THE REMOVABLE ACTIVITY TO BE LESS THAN 0.005 MICRO-CURIE. A RECOMMENDED WORKING LIFE FOR THIS SOURCE IS 15 YEARS. THIS IS BASED ON TOXICITY, HALF-LIFE, INITIAL ACTIVITY, CAPSULE DESIGN AND OPERATIONAL EXPERIENCE.
- B. PACKAGE CLASSIFICATION- THE ABOVE LISTED NUCLEAR GAUGE HAS BEEN TESTED AND MEETS THE REQUIREMENTS OF US DOT & IAEA REGULATIONS AS A 'TYPE A' PACKAGE. THE GAUGE MUST ALWAYS BE TRANSPORTED IN ITS ACCOMPANYING TRANSPORT CASE TO ENSURE COMPLIANCE WITH THE LABELING REQUIREMENTS. A REPORT OF TESTING AND EVALUATION TO AFFIRM THAT THE GAUGE IS SHIPPED AS A USDOT 7A TYPE A PACKAGE IS MAINTAINED ON FILE AT TROXLER ELECTRONIC LABS. INC. RESEARCH TRIANGLE PARK, NC 27709.
- C. BILL OF LADING:

RADIOACTIVE MATERIAL
 SPECIAL FORM-N.O.S. UN2974
 TYPE A PACKAGE
 RADIOACTIVE YELLOW II
 T.I. - 0.4

 * SPECIAL FORM RADIOACTIVE SOURCE CERTIFICATE *
 * DUPLICATE-PRINTED 22 FEB, 1991 *

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SEALED SOURCE

 CS137
 40 2126
 .29 GBQ(7.8 MCI)
 24 NOV, 1977
 102112
 GB/140/S
 C64444
 17 FEB, 1978

RADIOACTIVE MATERIAL
 SOURCE SERIAL NUMBER
 ACTIVITY
 NEUTRON OUTPUT (NPS)
 DATE OF MEASUREMENT
 TROXLER DRAWING NUMBER
 SPECIAL FORM CERTIFICATE
 ANSI SPECIFICATION
 ****DATE OF LEAK TEST****

SEALED SOURCE

 AM241:BE
 47 1100
 1.48 GBQ(40 MCI)
 7.6 X10⁻⁴
 09 DEC, 1977
 102451
 GB/7/S
 C66544
 17 FEB, 1978

SOURCE(S) ARE CONTAINED IN TROXLER MODEL: 3411 SERIAL: 5000
 TRANSFERRED ON 17 FEB, 1978. SALES ORDER NUMBER 0000645

TO
 CODE :1851000
 LICENSE:25-17563-01
 NAME :MORRISON & MAIERLE INC
 910 HELENA AVENUE
 HELENA, MONTANA 59604

FROM
 32-182-1
 TROXLER ELECT. LABORATORIES, INC
 P. O. BOX 12057
 RESEARCH TRIANGLE PARK, NC 27709

C. Walsh
 RADIATION SAFETY DEPARTMENT

*** SPECIAL FORM, PACKAGE & TRANSPORT INFORMATION ***

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- C. BILL OF LADING:

RADIOACTIVE MATERIAL
 SPECIAL FORM-N.O.S. UN2974
 TYPE A PACKAGE
 RADIOACTIVE YELLOW II
 T.I. - 0.4

 * SPECIAL FORM RADIOACTIVE SOURCE CERTIFICATE *
 * DUPLICATE-PRINTED 22 FEB, 1991 *

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SEALED SOURCE

 CS137
 40 1750
 .30 GBQ(0.2 MCI)
 17 MAY, 1977
 102112
 GB/140/S
 C64444
 08 AUG, 1977

RADIOACTIVE MATERIAL
 SOURCE SERIAL NUMBER
 ACTIVITY
 NEUTRON OUTPUT (NPS)
 DATE OF MEASUREMENT
 TROXLER DRAWING NUMBER
 SPECIAL FORM CERTIFICATE
 ANSI SPECIFICATION
 ****DATE OF LEAK TEST****

SEALED SOURCE

 AM241:BE
 47 769
 1.48 GBQ(40 MCI)
 7.4 X10⁻⁴
 31 MAY, 1977
 102451
 GB/7/S
 C66544
 08 AUG, 1977

SOURCE(S) ARE CONTAINED IN TROXLER MODEL: 3411 SERIAL: 4670
 TRANSFERRED ON 08 AUG, 1977. SALES ORDER NUMBER 0007981

TO
 CODE :1851000
 LICENSE:25-17563-01
 NAME :MORRISON & MAIERLE INC
 910 HELENA AVENUE

HELENA, MONTANA 59604

FROM
 32-182-1
 TROXLER ELECT. LABORATORIES, INC
 P. O. BOX 12057
 RESEARCH TRIANGLE PARK, NC 27709

C. Thold
 RADIATION SAFETY DEPARTMENT

*** SPECIAL FORM, PACKAGE & TRANSPORT INFORMATION ***

- A. SPECIAL FORM- RADIOACTIVE MATERIAL USED IN THIS GAUGE HAS BEEN TESTED BY THE SOURCE MANUFACTURER TO MEET THE REQUIREMENTS AS SPECIAL FORM MATERIAL. THE ABOVE REFERENCED SPECIAL FORM CERTIFICATE HAS BEEN ISSUED BY AN INTERNATIONALLY RECOGNIZED 'COMPETENT AUTHORITY'. THE ABOVE REFERENCED LEAK TEST REVEALED THE REMOVABLE ACTIVITY TO BE LESS THAN 0.005 MICRO-CURIE. A RECOMMENDED WORKING LIFE FOR THIS SOURCE IS 15 YEARS. THIS IS BASED ON TOXICITY, HALF-LIFE, INITIAL ACTIVITY, CAPSULE DESIGN AND OPERATIONAL EXPERIENCE.
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- C. BILL OF LADING:

RADIOACTIVE MATERIAL
 SPECIAL FORM-N.O.S. UN2974
 TYPE A PACKAGE
 RADIOACTIVE YELLOW II
 T.I. - 0.4

NUCLEAR TESTING SERVICES RECEIVED

Anytime

Anytime

Specializing in Nuclear Moisture Density
TESTING, LEASING, REPAIR

FEB 15 1991

MORRISON-MAIERLE/CSSA, INC.

LEASE AGREEMENT

This Lease Agreement is made by and between NUCLEAR TESTING SERVICES, hereinafter referred to as "NTS" and the undersigned, hereinafter referred to as "Lessee", in consideration of the following promises, terms and conditions.

1. OWNERSHIP. That NTS is the owner of personal property listed below and referred to as "Described Property" hereinafter.

2. LEASE. NTS hereby leases to Lessee and Lessee leases from NTS the Described Property for the amounts and term set forth below next to the described property.

DESCRIBED PROPERTY

Gauge TROTTER Model 3411-B1
SN 11913
Extra Equip. Standard Block, Drive Pin, Base
Plate, Source Lock w/key, Charger Unit-
Transport Case, Document Package,

TERM MONTHLY
From May 19th, 1989
To June 19th, 1989; or as needed.
Amount \$ 450.00 Per Month.
First 3 months, then \$600.00/month
until lease termination.

LESSEE

Name MORRISON-MAIERLE/CSSA, ENGINEERS
Address 910 Helena Avenue
Helena, Montana 59601 Phone (406) 442-3050

PAYMENTS

a. DEPOSIT. Upon execution of this lease Lessee shall pay NTS \$ 100.00 representing a deposit which shall be held until the lease is terminated at which time it will be applied to any loss or damage for which Lessee is responsible with the balance, if any, applied to amount due in accordance with this Lease.

b. LEASE PAYMENTS. All amounts for lease of the described equipment plus sales tax shall be due and payable to NTS at the earlier of:

1. Day the Described Property is returned to NTS, or
2. One month from the date hereof and on the like day of each month thereafter until the Described Property is returned to NTS.

4. RESPONSIBILITY.

a. LESSEE. Lessee shall be responsible for the Described Property during the term of this lease and until such time as the Described Property has been returned to NTS. When Lessee is responsible he shall:

1. Protect the described property from negligent treatment, physical abuse, action of the elements or other damage;
2. Protect the described property from theft or other loss;
3. Notify NTS of any damage, loss or malfunction or operational damage to any of the Described Property by calling NTS Ph. (801) 467-3892 or Ph. (801) 262-0787 and by sending written notice to NTS at its address set out in this agreement. Such notice shall be mailed within 24 hours of discovery of such damage or loss;
4. Not undertake by himself or through others, any repairs to or replacement of, any of the Described Property or its component parts without the consent of NTS;
5. Pay NTS within thirty (30) days of written notice delivered to the address set forth herein, the amount of any damage, repair or loss for which Lessee is responsible.

b. NTS. NTS shall be responsible for furnishing operational equipment and shall at its own expense repair any of the Described Property which becomes non-operational through no fault of Lessee. In such case the lease payment, shall be suspended until repairs are completed. In the event the necessary repairs or replacements are such as to be at the expense of the Lessee, NTS shall make the repairs and Lessee shall, upon completion of repairs, pay NTS for the cost of such repairs. The lease payments in such case shall not be suspended while repairs are made unless NTS unduly delays such repairs.

4. INTEREST. In the event any payments are not made when due as provided herein, interest shall be charged at the rate of 1 1/2% per month or 18% per year until payment is made to NTS.

5. TERMINATION. This lease agreement shall terminate on the occurrence of the later of the following:

a. Return of the Described Property to NTS in as good a condition as when delivered to Lessee, reasonable wear excepted.

b. Upon written notice by NTS delivered to Lessee at the address indicated at the end of this agreement, and return of the Described Property. Lessee shall deliver the Described Property to NTS within five days of the delivery of the notice or at the option of NTS, NTS may, at its own expense take possession of the Described Property at or after the delivery of written notice of termination to Lessee and Lessee hereby consents to entry on Lessee's premises without legal process by NTS or its representatives for the purpose of obtaining the described property.

6. SUBLEASE. Lessee shall not loan, sublet or in any way permit anyone other than Lessee or Lessee's employees to use the Described Property unless written consent from NTS is first obtained.

7. EXCHANGE. NTS reserves the right to exchange any or all of the Described Property for property equal or better quality.

8. ATTORNEYS FEES. In the event of any default in the performance of this Lease Agreement the party in default shall pay the prevailing party all costs of enforcing this agreement including a reasonable attorney's fee whether or not a legal action is commenced.

NUCLEAR TESTING SERVICES

Donald C. Muir
Donald C. Muir

1515 South Major Street
Salt Lake City, Utah 84115

UNDERSIGNED

By [Signature]

Copy Received OK

Date 5/19/89

NTS

M M C S S A

FINAL
6-14-89
INV.
4387
6-14-89

62554
6-30-89

P.O. #100**

NUCLEAR TESTING SERVICES Anytime Anywhere Specializing in Nuclear Moisture Density TESTING, LEASING, REPAIR

LEASE AGREEMENT

This Lease Agreement is made by and between NUCLEAR TESTING SERVICES, hereinafter referred to as "NTS" and the undersigned, hereinafter referred to as "Lessee", in consideration of the following promises, terms and conditions:

1. OWNERSHIP. That NTS is the owner of personal property listed below and referred to as "Described Property" hereinafter.

2. LEASE. NTS hereby leases to Lessee and Lessee leases from NTS the Described Property for the amounts and term set forth below next to the described property:

DESCRIBED PROPERTY

Gauge TROXLER Model 3411-B
SN 7957
 Extra Equip. Drive Pin, Base Plate, Standard
Block, Charger Unit, Source Lock/Key

TERM MONTHLY
 From June 18th, 1990
 to July 18th, 1990 or as needed
 Amount \$ \$50.00 Per Month
first 3 months, then \$600/ month until
lease termination.

Final
7-20-90
#5026

LESSEE

Name MORRISON-MAIERLE CSEA, ENGINEERS
 Address 501 Haggerty Lane
Bozeman, Montana 59715

Phone (406) 587-0721

FINAL
7-17-90

3. PAYMENTS.

a. DEPOSIT. Upon execution of this lease Lessee shall pay NTS \$100.00 representing a deposit which shall be held until the lease is terminated at which time it will be applied to any loss or damage for which Lessee is responsible with the balance, if any, applied to amount due in accordance with this Lease.

b. LEASE PAYMENTS. All amounts for lease of the described equipment plus sales tax shall be due and payable to NTS at the earlier of:

1. Day the Described Property is returned to NTS, or
2. One month from the date hereof and on the like day of each month thereafter until the Described Property is returned to NTS.

4. RESPONSIBILITY.

a. LESSEE. Lessee shall be responsible for the Described Property during the term of this lease and until such time as the Described Property has been returned to NTS. When Lessee is responsible he shall:

1. Protect the described property from negligent treatment, physical abuse, action of the elements or other damage;
2. Protect the described property from theft or other loss;
3. Notify NTS of any damage, loss or malfunction or operational damage to any of the Described Property by calling NTS PH. 801 762-3892 or PH. 801 762-0787 and by sending written notice to NTS at its address set out in this agreement. Such notice shall be mailed within 24 hours of discovery of such damage or loss;
4. Not undertake by himself or through others, any repairs to or replacement of, any of the Described Property or its component parts without the consent of NTS.

5. Pay NTS within thirty (30) days of written notice delivered to the address set forth herein, the amount of any damage, repair or loss for which Lessee is responsible.

b. NTS. NTS shall be responsible for furnishing operational equipment and shall at its own expense repair any of the Described Property which becomes non-operational through no fault of Lessee. In such case the lease payments shall be suspended until repairs are completed. In the event the necessary repairs or replacements are such as to be at the expense of the Lessee, NTS shall make the repairs and Lessee shall, upon completion of repairs, pay NTS for the cost of such repairs. The lease payments in such case shall not be suspended while repairs are made unless NTS unduly delays such repairs.

4. INTEREST. In the event any payments are not made when due as provided herein, interest shall be charged at the rate of 1 1/2% per month or 18% per year until payment is made to NTS.

5. TERMINATION. This lease agreement shall terminate on the occurrence of the later of the following:

a. Return of the Described Property to NTS in as good a condition as when delivered to Lessee, reasonable wear excepted.

b. Upon written notice by NTS delivered to Lessee at the address indicated at the end of this agreement, and return of the Described Property. Lessee shall deliver the Described Property to NTS within five days of the delivery of the notice or at the option of NTS, NTS may, at its own expense take possession of the Described Property at or after the delivery of written notice of termination to Lessee and Lessee hereby consents to entry on Lessee's premises without legal process by NTS or its representatives for the purpose of obtaining the described property.

6. SUBLEASE. Lessee shall not loan, sublet or in any way permit anyone other than Lessee or Lessee's employees to use the Described Property unless written consent from NTS is first obtained.

7. EXCHANGE. NTS reserves the right to exchange any or all of the Described Property for property equal or better quality.

8. ATTORNEYS FEES. In the event of any default in the performance of this Lease Agreement the party in default shall pay the prevailing party all costs of enforcing this agreement including a reasonable attorneys fee whether or not a legal action is commenced.

NUCLEAR TESTING SERVICES:

By Donald C. Muir
 Donald C. Muir

1515 South Major Street
 Salt Lake City, Utah 84115

UNDERSIGNED:

By John L. Schucke
 Copy Received 6/19/90

D. 6/19/90

NTS

NUCLEAR TESTING SERVICES

Anytime Anywhere

Specializing in Nuclear Moisture Density
TESTING, LEASING, REPAIR

LEASE AGREEMENT

This Lease Agreement is made by and between "NUCLEAR TESTING SERVICES, hereinafter referred to as "NTS" and the undersigned, hereinafter referred to as "Lessee", in consideration of the following promises, terms and conditions:

1. OWNERSHIP. That NTS is the owner of personal property listed below and referred to as "Described Property" herein after.

2. LEASE. NTS hereby leases to Lessee and Lessee leases from NTS the Described Property for the amounts and term set forth below next to the described property.

DESCRIBED PROPERTY

Gauge Troxler Model 3411-B
SN 8597
Extra Equip Standard Block, Charger Unit,
Drive Pin, Base Plate, Source Lockw/key,
Document Package, Transport Case

TERM Monthly
From June 21, 1990
To July 21, 1990
Amount \$ 650.00 Per month
to be pro-rate for actual use period.

LESSEE

Name Morrison Maierle OSSA
Address 910 Helena KENTANA Avenue
Helena, Montana 59604 Phone (406) 442-3050

Project Site: Riverton, Wyoming

3. PAYMENTS

a. DEPOSIT. Upon execution of this lease Lessee shall pay NTS \$ 100.00 representing a deposit which shall be held until the lease is terminated at which time it will be applied to any loss or damage for which Lessee is responsible with the balance, if any, applied to amount due in accordance with this Lease.

b. LEASE PAYMENTS. All amounts for lease of the described equipment plus sales tax shall be due and payable to NTS at the earlier of:

1. Day the Described Property is returned to NTS, or
2. One month from the date hereof and on the like day of each month thereafter until the Described Property is returned to NTS.

4. RESPONSIBILITY.

a. LESSEE. Lessee shall be responsible for the Described Property during the term of this lease and until such time as the Described Property has been returned to NTS. When Lessee is responsible he shall:

1. Protect the described property from negligent treatment, physical abuse, action of the elements or other damage;
2. Protect the described property from theft or other loss;
3. Notify NTS of any damage, loss or malfunction or operational damage to any of the Described Property by calling NTS Ph. (801) 467-3892 or Ph. (801) 262-0787 and by sending written notice to NTS at its address set out in this agreement. Such notice shall be mailed within 24 hours of discovery of such damage or loss.
4. Not undertake by himself or through others, any repairs to or replacement of, any of the Described Property or its component parts without the consent of NTS.

5. Pay NTS within thirty (30) days of written notice delivered to the address set forth herein, the amount of any damage, repair or loss for which Lessee is responsible.

b. NTS. NTS shall be responsible for furnishing operational equipment and shall at its own expense: ... an ... the Described Property which becomes non-operational through no fault of Lessee. In such case the lease payments shall be suspended until repairs are completed. In the event the necessary repairs or replacements are such as to be at the expense of the Lessee, NTS shall make the repairs and Lessee shall, upon completion of repairs, pay NTS for the cost of such repairs. The lease payments in such case shall not be suspended while repairs are made unless NTS unduly delays such repairs.

4. INTEREST. In the event any payments are not made when due as provided herein, interest shall be charged at the rate of 1 1/4% per month or 18% per year until payment is made to NTS.

5. TERMINATION. This lease agreement shall terminate on the occurrence of the later of the following:

a. Return of the Described Property to NTS in as good a condition as when delivered to Lessee, reasonable wear excepted.

b. Upon written notice by NTS delivered to Lessee at the address indicated at the end of this agreement, and return of the Described Property. Lessee shall deliver the Described Property to NTS within five days of the delivery of the notice or at the option of NTS, NTS may, at its own expense take possession of the Described Property at or after the delivery of written notice of termination to Lessee and Lessee hereby consents to entry on Lessee's premises without legal process by NTS or its representatives for the purpose of obtaining the described property.

6. SUBLEASE. Lessee shall not loan, sublet or in any way permit anyone other than Lessee or Lessee's employees to use the Described Property unless written consent from NTS is first obtained.

7. EXCHANGE. NTS reserves the right to exchange any or all of the Described Property for property equal or better quality.

8. ATTORNEYS FEES. In the event of any default in the performance of this Lease Agreement the party in default shall pay the prevailing party all costs of enforcing this agreement including a reasonable attorneys fee whether or not a legal action is commenced.

NUCLEAR TESTING SERVICES

By Donald C. Muir
Donald C. Muir

1515 South Major Street
Salt Lake City, Utah 84115

UNDERSIGNED:

By Donald C. Muir

Copy Received 6/28/90

Date: 6/28/90

NTS

I
5085
7/26/90
II
5083
8/21/90
FINAL
8/30/90
5095

NUCLEAR TESTING SERVICES

Anytime Anywhere

Specializing in Nuclear Moisture Density
TESTING, LEAKING, REPAIR

LEASE AGREEMENT

This Lease Agreement is made by and between NUCLEAR TESTING SERVICES, hereinafter referred to as "NTS" and the undersigned, hereinafter referred to as "Lessee", in consideration of the following promises, terms and conditions:

1. OWNERSHIP. That NTS is the owner of personal property listed below and referred to as "Described Property" hereinafter:

2. LEASE. NTS hereby leases to Lessee and Lessee leases from NTS the Described Property for the amounts and term set forth below next to the described property:

DESCRIBED PROPERTY	TERM
Gauge <u>Troxler Model 3411-B</u>	<u>Monthly</u>
<u>SN 8597</u>	From <u>June 21, 1990</u>
Extra Equip. <u>Standard Block, Charger Unit,</u>	To <u>July 21, 1990</u>
<u>Drive Pin, Base Plate, Source Lock/key,</u>	Amount \$ <u>650.00</u> Per <u>month</u>
<u>Document Package, Transport Case</u>	<u>to be pro-rate for actual use period.</u>

LESSEE

Name Morrison Maierle CSSA
Address 910 Helena ~~MAIERLE~~ Avenue
Helena, Montana 59604 Phone (406) 442-3050

Project Site: Riverton, Wyoming

3. PAYMENTS.

a. DEPOSIT. Upon execution of this lease Lessee shall pay NTS 100.00 representing a deposit which shall be held until the lease is terminated at which time it will be applied to any loss or damage for which Lessee is responsible with the balance, if any, applied to amount due in accordance with this Lease.

b. LEASE PAYMENTS. All amounts for lease of the described equipment plus sales tax shall be due and payable to NTS at the earlier of:

1. Day the Described Property is returned to NTS, or
2. One month from the date hereof and on the like day of each month thereafter until the Described Property is returned to NTS.

4. RESPONSIBILITY.

a. LESSEE. Lessee shall be responsible for the Described Property during the term of this lease and until such time as the Described Property has been returned to NTS. When Lessee is responsible he shall:

1. Protect the described property from negligent treatment, physical abuse, action of the elements or other damage.
2. Protect the described property from theft or other loss.
3. Notify NTS of any damage, loss or malfunction or operational damage to any of the Described Property by calling NTS Ph. (801) 467-3892 or Ph. (801) 262-0787 and by sending written notice to NTS at its address set out in this agreement. Such notice shall be mailed within 24 hours of discovery of such damage or loss.
4. Not undertake by himself or through others, any repairs to or replacement of, any of the Described Property or its component parts without the consent of NTS.
5. Pay NTS within thirty (30) days of written notice delivered to the address set forth herein, the amount of any damage, repair or loss for which Lessee is responsible.

b. NTS. NTS shall be responsible for furnishing operational equipment and shall at its own expense repair any of the Described Property which becomes non-operational through no fault of Lessee. In such case the lease payments shall be suspended until repairs are completed. In the event the necessary repairs or replacements are such as to be at the expense of the Lessee, NTS shall make the repairs and Lessee shall, upon completion of repairs, pay NTS for the cost of such repairs. The lease payments in such case shall not be suspended while repairs are made unless NTS unduly delays such repairs.

4. INTEREST. In the event any payments are not made when due as provided herein, interest shall be charged at the rate of 1% per month or 18% per year until payment is made to NTS.

5. TERMINATION. This lease agreement shall terminate on the occurrence of the later of the following:

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8. ATTORNEYS FEES. In the event of any default in the performance of this Lease Agreement the party in default shall pay the prevailing party all costs of enforcing this agreement including a reasonable attorneys fee whether or not a legal action is commenced.

NUCLEAR TESTING SERVICES

By Donald C. Muir
Donald C. Muir

1515 South Major Street
Salt Lake City, Utah 84115

UNDERSIGNED:

By _____

Copy Received _____

Date _____

NTS

NUCLEAR TESTING SERVICES

Anytime Anywhere

Specializing in Nuclear Moisture Density
TESTING, LEASING, REPAIR

LEASE AGREEMENT

This Lease Agreement is made by and between NUCLEAR TESTING SERVICES, hereinafter referred to as "NTS" and the undersigned, hereinafter referred to as "Lessee", in consideration of the following promises, terms and conditions:

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2. LEASE. NTS hereby leases to Lessee and Lessee leases from NTS the Described Property for the amounts and term set forth below next to the described property:

DESCRIBED PROPERTY

TERM MONTHLY

Gauge Troxler Model 3411-B

From July 18, 1990

S.N. 13569

To August 18, 1990

Extra Equip. Standard Block, Charger Unit,

Amount \$ 650.00 Per month

Source Lock w/key, Document Package,

First 2 months then 500.00/month

Pass Plate, Drive Pin

until termination date.

LESSEE

Name: Morrison Macfarlane

Address: P. O. Box 6147

Helena, Montana 59604 ATTN: Dave Carlson

Phone (406) 442-3050

Project Site: Poway & Assoc. Redmond, Oregon

3. PAYMENTS

a. DEPOSIT. Upon execution of this lease Lessee shall pay NTS \$ 100.00 representing a deposit which shall be held until the lease is terminated at which time it will be applied to any loss or damage for which Lessee is responsible with the balance, if any, applied to amount due in accordance with this Lease.

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NUCLEAR TESTING SERVICES:

Donald C. Muir
Donald C. Muir

1515 South Major Street
Salt Lake City, Utah 84115

UNDERSIGNED:

By ✓

Copy Received ✓

Date ✓

NTS