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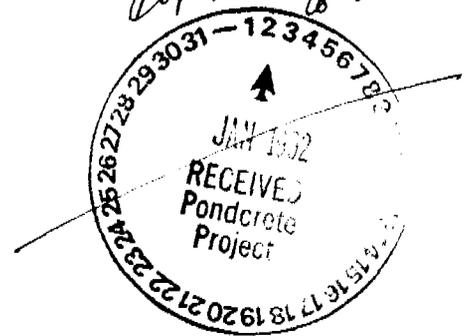


9700 RICHMOND AVENUE • SUITE 300 • HOUSTON, TEXAS 77042 • (713) 783-9521 • (713) 784-5961 FAX

January 2, 1992

*Copy - original to Procurement*

COPY



Mr. Steve Heiman  
Subcontract Administrator  
EG&G Rocky Flats, Inc.  
Rocky Flats Plant, Building 750  
P. O. Box 464  
Golden, Colorado 80402-0464

Subject: Purchase Order Distribution  
Purchase Order No.: 3157-00-A0001  
Vendor: American Speedy Printing Centers  
Materials: Outside and Overflow Printing Requirements  
RF-HED-92-0002

Dear Mr. Heiman:

Enclosed are copies of the above-referenced purchase order distribution for American Speedy Printing Centers.

Please call me if there are any questions.

Sincerely,

HALLIBURTON NUS ENVIRONMENTAL CORPORATION

*John A. Schmidt*  
John A. Schmidt  
Deputy Project Manager

JAS/jg

A:LTRHEIMAN3  
RF-HED-92-0002

ADMIN RECORD

h



EG&G Rocky Flats, Inc.  
Solar Pond/Pondcrete Waste Removal

Date: December 27, 1991

TO: Distribution  
FROM: Procurement  
SUBJECT: Purchase Order Distribution  
Purchase Order No.: 3157-000-A0001  
Vendor: American Speedy Printing Centers  
Materials: Outside and Overflow Printing Requirements

DISTRIBUTION:

| <u>POSITION</u>                       | <u>NAME</u>  | <u>DOCUMENT/#</u> |
|---------------------------------------|--------------|-------------------|
| EG&G - ROCKY FLATS, INC. (PC 84017JB) |              |                   |
| Subcontract Administrator             | Renate Lewis | (1) Complete      |

HALLIBURTON NUS ENVIRONMENTAL CORPORATION - HOUSTON OFFICE

|                         |                |                 |
|-------------------------|----------------|-----------------|
| Program Manager         | D. Dougherty   | (1) Transmittal |
| Offsite Support Manager | D. Brenneman   | (1) Transmittal |
| Accounting              | R. Rathnau     | (1) Transmittal |
| Accounts Payable        | C. Sacco       | (1) Transmittal |
| Scheduling Engineer     | _____          | (1) Transmittal |
| Buyer                   | R. Scott       | (1) Complete    |
| Staff Legal Counsel     | G. Goodson     | (1) Complete    |
| Project File            | File No. _____ | (1) Complete    |

HALLIBURTON NUS ENVIRONMENTAL CORPORATION - DENVER OFFICE

|                          |              |                 |
|--------------------------|--------------|-----------------|
| Project Manager          | T. Bittner   | (1) Transmittal |
| Deputy Project Manager   | J. Schmidt   | (1) Transmittal |
| Administrative Manager   | M. Nix       | (1) Complete    |
| Contract Administrator   | A. Allen     | (1) Complete    |
| Resident Engineer        | J. Templeton | (1) Complete    |
| Health & Safety Engineer | _____        | (1) Transmittal |
| Cost Engineer            | M. Carter    | (1) Commercial  |
| Scheduling Engineer      | S. Harris    | (1) Complete    |
| Project Files            | File No.     | (1) Complete    |

**PURCHASE AGREEMENT**

|                           |                 |             |             |
|---------------------------|-----------------|-------------|-------------|
| <b>PURCHASE AGREEMENT</b> | <b>CHG. NO.</b> | <b>DATE</b> | <b>PAGE</b> |
| 3157-000-A0001            | 00              | 01/21/92    | 1           |

S 04349112  
 E AMERICAN SPEEDY PRINTING CENTERS  
 L 8747 SHERIDAN BLVD.  
 L WESTMINSTER, COLORADO  
 E  
 R 80003  
 ATTENTION: MS. CAROL RABY

B HALLIBURTON NUS ENVIRONMENTAL  
 U CORPORATION  
 Y 5950 N. COURSE DRIVE  
 E HOUSTON, TEXAS  
 R 77072

**SHIP TO ADDRESS:**

HALLIBURTON NUS ENVIRONMENTAL  
 CORPORATION  
 452 BURBANK ST.(EG&G BLDG 025)  
 BROOMFIELD, COLORADO  
 80020  
 ATTENTION: BOB HAAS

**RENDER INVOICE TO ADDRESS:**

HALLIBURTON NUS ENVIRONMENTAL  
 CORPORATION  
 P. O. BOX 721110  
 HOUSTON, TEXAS  
 77272-1110  
 ATTENTION: ACCTS. PAYABLE

SELLER MUST SIGN IN THE SPACE PROVIDED AND RETURN ACCEPTANCE COPY.  
 THIS CONTRACT CONSISTS OF ONE OR MORE PAGES OF TYPED PROVISIONS, THE  
 PRINTED TERMS AND CONDITIONS ON ATTACHMENT NO. 1 AND OTHER ATTACHMENTS  
 REFERRED TO.

CONSIDER THIS A CONFIRMATION OF ORDER PLACED BY OUR J. SHILLINGLAW  
 WITH YOUR CAROL RABY PHONE (303) 427-0806 ON 01/21/92  
 AT WHICH TIME PRICES AND DELIVERY HEREIN WERE VERIFIED. ANY CHANGES  
 REQUIRE APPROVAL OF PERSON PLACING ORDER.

\* \* \* D O N O T D U P L I C A T E \* \* \*

PRODUCT CODE: 91710 BUYER: S528 NEED DATE:  
 CURRENCY: U. S. DOLLARS  
 SHIP VIA: AS REQUESTED  
 FOB/POINT OF ORIGIN: SELLER'S SHOP, WESTMINSTER, CO.

PAYMENT TERMS: NET 30 DAYS

REQUISITION: R100050

REQUISITION BY: DON RICHARDSON APPROVED BY: TED BITTNER

COST CODE: 080-080-2315-3157-0

INTENDED USE: EG&G ROCKY FLATS PROJECT  
 OUTSIDE AND OVERFLOW PRINTING REQUIREMENTS

(CONTINUE ON PAGE 2)

Attachment 2

**PURCHASE AGREEMENT**

PURCHASE AGREEMENT CHG. NO.  
3157-000-A0001 00

DATE  
01/21/92

PAGE  
2

| ITEM | QUANTITY | U/M | STOCK NUMBER/DESCRIPTION   | UNIT PRICE | TOT |
|------|----------|-----|--|------------|-----|
| 001  | 0        |     | COPY PRINTING, AS AND WHEN REQUESTED, IN ACCORDANCE WITH VENDOR'S PRICE LIST, COPY |            |     |

ATTACHED.

TERM: MAY 1, 1991 THROUGH NOVEMBER 30, 1992

ESTIMATED VALUE OF THIS PURCHASE AGREEMENT IS NOT EXPECTED TO EXCEED \$2,000.00.

COST CODE: 080-080-2315-3157-0

**BUYER'S RELEASE:**

RELEASE MAY TAKE FORM OF FORMAL PURCHASE ORDER, FIELD PURCHASE REQUISITION/ORDER, RELEASE ORDER, OR TELEPHONE CALL FROM BUYER'S AUTHORIZED REPRESENTATIVE.

**AUTHORIZED SHIPMENTS:**

SELLER SHALL NOT MAKE ANY SHIPMENTS AGAINST THIS PURCHASE AGREEMENT UNTIL AUTHORIZED BY BUYER'S REPRESENTATIVE.

**MARKET SURVEYS:**

BUYER RESERVES THE RIGHT, AT ANY TIME DURING THE PERIOD COVERED BY ANY AGREEMENT ISSUED PURSUANT TO THIS REQUEST, TO CONDUCT MARKET SURVEYS TO ASSURE THAT CURRENT PRICING LEVELS REMAIN COMPETITIVE. SHOULD DETERMINATION BE MADE BY BUYER THAT PRICING LEVELS ARE NOT COMPETITIVE OR OTHERWISE COMPARABLE TO THAT OFFERED PURSUANT TO THE ORIGINAL REQUEST FOR QUOTATION, BUYER, NOTWITHSTANDING ANY OTHER TERMS CONTAINED HEREIN,

(CONTINUE ON PAGE 3)

Attachment 2

**PURCHASE AGREEMENT**

|                                      |                |                  |           |
|--------------------------------------|----------------|------------------|-----------|
| PURCHASE AGREEMENT<br>3157-000-A0001 | CHG. NO.<br>00 | DATE<br>01/21/92 | PAGE<br>3 |
|--------------------------------------|----------------|------------------|-----------|

SHALL HAVE THE RIGHT TO PURCHASE MATERIALS COVERED BY THIS AGREEMENT FROM OTHERS AND/OR CANCEL THE PURCHASE AGREEMENT IN ITS ENTIRETY AT NO COST OR OTHER LIABILITY TO BUYER.

CANCEL WITH 30 DAYS NOTICE:

BUYER OR SELLER MAY CANCEL THIS PURCHASE ORDER BY GIVING THIRTY (30) DAYS WRITTEN NOTICE OF SUCH INTENTION TO OTHER PARTY.

**INVOICES:**

INVOICES RECEIVED THAT DO NOT AGREE WITH THE PROVISIONS OF THIS PURCHASE DOCUMENT SHALL BE RETURNED FOR CORRECTION.

INVOICES SHALL REFERENCE THIS PURCHASE AGREEMENT/ORDER NUMBER AND RELEASE ORDER NUMBER, IF APPLICABLE, AND SHALL SHOW SHIPPING POINT, QUANTITIES SHIPPED AND DESCRIPTION, AS WELL AS PRICE.

INVOICES MUST BE IN THE UNIT OF MEASURE SHOWN ON PURCHASE ORDER/RELEASE ORDER.

FINAL PAYMENT AGAINST THIS ORDER IS SUBJECT TO SELLER'S HAVING COMPLETED THIS ORDER WHICH INCLUDES SUBMITTAL OF SUCH DATA, DOCUMENTATION, AND DRAWINGS AS REQUIRED HEREIN.

A SEPARATE INVOICE MUST BE RENDERED FOR EACH SHIPMENT.

**ACCEPTANCE:**

SELLER MUST SIGN AND RETURN THE YELLOW "DUPLICATE COPY" OF THIS PURCHASE DOCUMENT TO:

HALLIBURTON NUS ENVIRONMENTAL  
CORPORATION  
P. O. BOX 721110  
HOUSTON, TEXAS 77272-1110

ATTENTION: Z. RENE' SCOTT

**ATTACHMENTS:**

THE FOLLOWING LISTED AND ATTACHED DOCUMENTS/SPECIFICATIONS ARE MADE A PART OF THIS PURCHASE AGREEMENT/ORDER:

TERMS AND CONDITIONS DATED 02/89.

----- (CONTINUE ON PAGE 4) -----

**PURCHASE AGREEMENT**

*Attachment 3*

PURCHASE AGREEMENT      CHG. NO.  
**3157-000-A0001**      **00**

DATE  
**01/21/92**

PAGE  
**4**

THIS IS THE LAST PAGE OF THIS      4 PAGE PURCHASE AGREEMENT.

*[Handwritten Signature]*

*12/21/91*

BUYER

DATE

SELLER ACCEPTANCE SIGNATURE      DATE

### TERMS AND CONDITIONS

- The Terms and Conditions appearing on this attachment are as much a part of the Purchase Order as the typed provisions thereof.
1. **INTEGRATION.** Seller agrees to sell and Buyer agrees to buy the goods described on the face hereof, for the price and on the terms of payment shown on the face hereof. This sales contract shall be governed by the Uniform Commercial Code in effect in Texas on the date of execution by Buyer, except to the extent expressly modified by the terms printed or typed thereon. This printed purchase order form, with the provisions typed hereon and with the provisions of other documents expressly referred to therein and adopted by reference, in the number of pages indicated above Buyer's signature, becomes effective when executed by Buyer and Seller and constitutes the entire agreement and supersedes all proposals, negotiations, and counterproposals. Buyer shall have no obligation to make payment to the Seller before and unless such a written purchase order is so executed by Buyer and Seller.
  2. **CONTROLLING TERMS.** BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS by Seller in Seller's acceptance of this Purchase Order. If Seller includes or attaches any such different or additional terms in Seller's purported acceptance, commences performance, or tenders the goods, a contract of sale will result upon Buyer's terms and conditions as stated herein, without inclusion of any different or additional terms or conditions.
  3. **CONFORMING GOODS.** All goods shall conform strictly to the description, plans, specifications, and sample, if any, and no deviation or substitution will be permitted without the express written agreement of Buyer. If there are no specific descriptions, plans, specifications, or samples, and to the extent that they are not explicit, all goods shall be new, of the latest design or model conforming to the Buyer's requirements, and of the best quality unless otherwise specified.
  4. **INSPECTION, EXPEDITING, DOCUMENTS.** Buyer shall have the right to inspect and expedite the goods in process of manufacture, in storage, in transit, and upon delivery to assure compliance with all terms, conditions, specifications and drawings, if any. Buyer will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules and other documents and information in accordance with the vendor data requirements list.
  5. **DELAY.** The goods are required for use on a construction project requiring careful coordination of time of delivery of the goods described herein with performance of various features of the work on the project. The delivery date shown herein is of critical importance to avoidance of substantial loss on the project to various contractors and the Owner. **IN THE EVENT OF DELAY, OR ANTICIPATED DELAY,** from any cause, including force majeure, Seller shall immediately notify Buyer in writing of the delay or anticipated delay, and will undertake to shorten or make up the delay by all reasonable means. If such delay is from causes beyond the reasonable control of Seller, the reasonable cost of overcoming delays or advancing deliveries shall be paid by Buyer, to the extent such costs are attributable to action authorized by Buyer in advance. Buyer may direct such action to proceed subject to determination of price adjustment after deliveries, in accordance with the provisions for changes. Seller shall not be liable in damages for loss of use, loss of profits, added costs for delay in delivery, or other consequential damage unless Seller willfully and wrongfully fails to use diligence to deliver conforming goods on schedule.
  6. **TITLE.** If the goods are standard items manufactured or sold by Seller, title shall pass to Buyer immediately upon identification to the Contract. If the goods are to be made for this order, title to all goods covered by this Purchase Order and to all materials inventory, work in process, design data, and other documentation, and all contract rights related to such goods, shall vest in Buyer immediately upon identification to this Order, subject only to Buyer's obligations to pay the price and perform all other obligations hereunder. Irrespective of vesting of title, Seller shall bear all risk of loss, and shall insure or self-insure all goods of Buyer in its care, custody or control until delivered in good condition in accordance with the shipping provisions. Seller warrants title and that good title free of claims or encumbrances is vested in Buyer.
  7. **WARRANTY.** Seller warrants all goods to be as described and specified herein, or in conformity to the sample, if any, and to be free of defects in materials and workmanship for a period of one year after being placed in service in the Owner's plant or structure. Seller is not liable for damage or deterioration of the goods from prolonged exposure or storage, nor from abuse or failure to follow operating and maintenance instructions, in the absence of special provisions on the face hereof. If Seller has performed any engineering or design work with respect to the goods, Seller warrants that such work was properly accomplished, and to that extent, that the goods are suitable for the purpose for which intended. If Seller has participated in the selection of the goods for the purpose for which they are intended to be used, Seller warrants that the goods are suitable for such purpose as described to Seller by Buyer. Seller warrants that the goods will perform as represented and are merchantable except to the extent that specifications supplied by Buyer prevent merchantability. Seller further warrants the goods as provided in any special warranty provision contained in this Purchase Order. Seller agrees to promptly repair or replace, without cost to Buyer, any article, material or workmanship not conforming to the applicable warranty which is found to be non-conforming during the warranty period. Otherwise, Seller shall not be liable for loss of use, loss of profit, or other remote, indirect, or consequential damages resulting from breach of these warranties.
  8. **PAYMENTS.** Payment of the price provided for herein for conforming goods received hereunder is the direct obligation of Buyer unless, as shown herein, Buyer is acting as agent for the Owner of the project, in which case liability for payment is that of the Owner. Seller agrees to pay promptly when due, all bills for any labor, materials, equipment, or services connected with the goods supplied hereunder, and if not promptly paid when due, Buyer may pay any such valid obligation of Seller and Seller shall immediately reimburse Buyer therefor. Advance payments, if any, are trust funds to be applied to Seller's cost of labor, materials, production, procurement, and delivery of the goods to Buyer.
  9. **LAWS.** Seller warrants, represents and covenants that the goods supplied hereunder were manufactured, produced, and sold in compliance with all applicable and current laws, rules and regulations, including without limitation the Fair Labor Standards Act, Walsh-Healy Act, Robinson-Patman Act, Occupational Health and Safety Act, Civil Rights Act and Executive Order 11246 (which, if applicable, is incorporated herein verbatim and a copy thereof may be attached at any time), and those relating to price controls and allocation of scarce materials.
  10. **PATENTS.** Seller warrants, represents and covenants that the goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright or trademark, and, Seller agrees that Seller will, at its cost and expense, defend, indemnify and hold buyer and its customer harmless from any and all loss, claims, demands and actions based on, or arising from any infringement, or alleged infringement thereof.
  11. **SITWORK.** If Seller is to perform any work, including supervision of installation, at the site of construction or at the office or on vessels or property of Buyer or its customers, Buyer's General Conditions and Special Conditions for Subcontracts on the Project, are adopted by reference and shall apply in addition to the provision of this Purchase Order, when such work is being performed at those locations. Copies of such terms and conditions, if not attached hereto, are available to Seller on request, and may be attached at any time.

(CONTINUED ON REVERSE SIDE)

ATTACHMENT NO. 1

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