

**Vestige Environmental, Inc.**  
**PETROLEUM CONTAMINATED SOILS**  
**CERTIFICATION FORM AND INDEMNITY**  
**EXHIBIT B-1**

This document must be completed in its entirety and signed by the potential customer before Vestige will consider accepting materials. If Vestige is willing to accept materials, it will notify customer by sending Acceptance Letter. All services are governed by the terms of the Terms of Engagement or Master Services Agreement.

**General Information**

**A. Generator (Owner of Property)**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 State/EPA ID #: \_\_\_\_\_  
 (If available)

**B. Consultant (Engineering Company)**

Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

**C. Billing Address (if different than generator)**

Address: \_\_\_\_\_  
  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**D. Office Email:** \_\_\_\_\_ **Office Phone:** \_\_\_\_\_

**Information about Petroleum Contaminated Soils (PCS)**

Estimated Volume of PCS: \_\_\_\_\_  
 Original Location of PCS: \_\_\_\_\_  
 Owner of Original Location: \_\_\_\_\_  
 Lessee of Original Location: \_\_\_\_\_  
 Description of Process/Activity that Generated PCS: \_\_\_\_\_

Has anything been added to the PCS? If so, what? \_\_\_\_\_

Does the PCS contain any of the following? If so, what Percentage? (Check the appropriate categories):

\_\_\_ Cobble, Concrete or Asphalt (\_\_\_ %) \_\_\_ Wood Waste (\_\_\_ %); \_\_\_ Metal debris (\_\_\_ %)  
 \_\_\_ Oversized materials (\_\_\_ %) Asbestos (\_\_\_ %)

Shipping Vessel (e.g., containers, truck bed, tanker truck etc.): \_\_\_\_\_

**Chemistry Analysis: Each blank needs to be filled in by your company unless Vestige as indicated by initials waives it.**

Material Density	_____ %	Arsenic	_____ ppm
Gasoline Content	_____ ppm	Barium	_____ ppm
Diesel/Heavy Oil Content	_____ ppm	Cadmium	_____ ppm
Trichloroethylene	_____ ppm	Chromium	_____ ppm
Tetrachloroethylene	_____ ppm	Mercury	_____ ppm
PCB Mixtures	_____ ppm	Lead	_____ ppm
Nickel	_____ ppm	Selenium	_____ ppm
Copper	_____ ppm		
Zinc	_____ ppm		
pH	_____ ppm		

**Material Profile.** Generator certifies that the following tests have been completed with the following results (Check Appropriate categories):

	Not Required (Vestige to check appropriate box)	Date Performed (complete by Customer)
PCS sampled and analyzed per WAC 173-303-101		
PCS not;		
▪ Ignitable per WAC 173-303-090 (5)		
▪ Corrosive per WAC 173-303-090 (6)		
▪ Reactive per WAC 173-303-090 (7)		
▪ Toxic per WAC 173-303-090 (8) (TCLP)		
▪ listed per WAC 173-303-090		
▪ Toxic per WAC 173-303-100 (a)		
▪ Persistent waste WAC 171-303-100 (b)		
▪ Carcinogenic per WAC 171-303-100 (c)		

**Certification:**

Generator certifies, represents and warrants that (1) the PCS is not dangerous or extremely hazardous waste under RCW 70.105 or WAC 173-303; (2) the PCS contains Tetrachloroethylene 5 ppm and under, Trichloroethane 5 ppm and below, and PCB's under 2 ppm. All other solvents will NOT be accepted. (3) copies of all tests performed on any samples from the PCS certified herein are attached. Generator further certifies, represents and warrants that, to the best of its knowledge, (4) there have been no alterations or material changes in the character of the PCS after the analyses were performed that would render those analyses inaccurate; and (5) mean that PCS must be analyzed at least every 12 months or immediately after there is any change in the process generating the PCS or the PCS itself.

This document (including its attachments) is hereby incorporated into the TERMS OF ENGAGEMENT for recycling petroleum contaminated soil executed by VESTIGE and \_\_\_\_\_ on the \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_ (“Agreement”). If there are conflicts between this Certification and the Terms of Engagement, the Terms of Engagement shall prevail.

\_\_\_\_\_  
Signature of Company's Authorized Agent/Generator

\_\_\_\_\_  
Date

**INDEMNITY BY COMPANY**

Vestige's/Lafarge acceptance of PCS is based on the information provided by your company on this PCS Certification Form, the Associated test data and other representations of your company. Your company shall absolutely and unconditionally protect, defend, indemnify and save harmless Vestige/Lafarge and its present and future officers, directors, shareholders, agents, and employees of Vestige/Lafarge from and against any and all fines, loss, damage, injury, liability to or death of any person, costs of response to any governmental inquiry, request, or requirement or for loss of or claims and reasonable attorneys' fees and costs relating to any of the foregoing (“Claims”), resulting from Company's activities, from Company's tender of Non-conforming Materials or from Company's breach of the Agreement, whether or not Vestige/Lafarge, or its officers, directors, shareholders, agents or employees was or is claimed to be concurrently or comparatively negligent, and regardless of whether liability without fault is imposed, or is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, or the date of the claim, and shall not apply where such claims are the result of the sole negligence or willful misconduct of Vestige/Lafarge. It is intended that the foregoing indemnity shall be broad and comprehensive. This indemnity shall survive the expiration or other termination of this Agreement. The indemnity is for the sole benefit of Vestige/Lafarge and not for the benefit of any third party.