
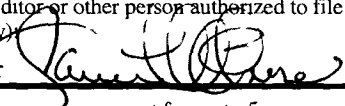


UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>Delaware</u>		PROOF OF CLAIM
Name of Debtor C H Guernsey & Company		Case Number 03-10945
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) C H Guernsey & Company		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent 5555 N Grand Boulevard Oklahoma City, OK 73112		
Telephone number 405-416-8244		
Account or other number by which creditor identifies debtor C4001/C4002		Check here if this claim <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends
1 Basis for Claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2 Date debt was incurred January - March, 2003		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ 20,760.00 If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(____) *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY FILED AUG 11 2003 BMC Fleming Companies Claim  03349
8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 8/6/03	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). Janeen McClure/Controller 	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.		

Fleming

Purchase Order No: **SF - 20030011**

Order Date: 05-Mar-03

Ship to Arrive:

TERMS AND CONDITIONS Purchase Order Number must be shown on all invoices, Shipping Papers and Freight Bill

Bill of lading must be itemized as to quantity size and description. Shipment must be tendered to carrier sorted and segregated as to quantity size and description and bill of lading must carry certification of the same signed by carrier representative. Delivery terms of sale require driver unloading at our dock. It is the responsibility of the contractor to supervise their employees while on Fleming property.

**** Failure to Comply with Above May Result in Refusal Of This Shipmen**

Vendor: C H Guernsey & Company
5555 North Grand Boulevard
Oklahoma City OK 73112-5507
Attn: Ken Senour

Ship To: FLEMING - Lafayette
1602 Pinhook
Lafayette, LA 70508
Attn: Bo Stewart

Remit all invoices to: Fleming Companies
Facilities Department
1945 Lakepointe Drive
Lewisville, TX 75057
Attn: David F. Stegmann

Quan	Description	Material Cost	Labor Cost	Item Total
1	Provide and Implement the Spill Prevention Control & Countermeasures Plan (SPCCP) Fleming Lafayette Division Per attached proposal	\$11,500 00	\$0 00	\$11,500 00
SubTotal		\$11,500 00	\$0 00	\$11,500 00
Freight				\$0 00
Tax		7.50%	Included	\$0 00
Total Purchase Order Amount				\$11,500 00

All Work and/or Deliveries must be coordinated with **Adam Istre** 318-236-3800

INSURANCE CERTIFICATIONS REFERRING TO PO# ARE REQUIRED PRIOR TO STARTING WORK.
FLEMING'S LOCKOUT TAGOUT PROCEDURE WILL BE STRICTLY ADHERED TO

This purchase order is issued in compliance with Executive Order #11246

Date Received _____ By Adam Rankin Buyer David F. Stegmann 3/6/03
C H GUERNSEY & CO
3/7/03

received
2/20/03



C. H. GUERNSEY & COMPANY
Engineers • Architects • Consultants

February 13, 2003

Mr. Mike Farish
Environmental Manager
Fleming Companies, Inc.
1945 Lakepointe Drive
Lewisville, TX 75057
972 906 2295

RE Scope of Services and Costs
Spill Prevention Control & Countermeasures Plan (SPCCP)
Fleming Lafayette Facility

Dear Mike

The intent of this correspondence is to document and address the process undertaken to develop the SPCCP for Fleming. This is in response to your request to address scope of effort and costs. Activities that have been implemented are identified below.

SCOPE OF EFFORT

1. C. H. Guernsey & Company (GUERNSEY) was engaged by Fleming corporate staff specifically Mr. Mike Farish, Environmental Manager, to assist in the evaluation of the SPCCP requirements for the Lafayette facility. Fleming had received a letter from the U.S. Environmental Protection Agency (USEPA) that an inspection would be conducted at the facility on Friday, January 31, 2003, to review the SPCCP for the Lafayette facility. At Mr. Farish's request, GUERNSEY mobilized Mr. Trey Palmer on January 28, 2003 to the Lafayette facility to review the SPCCP activities at the facility.
2. After his arrival, inspection, and review, Mr. Palmer determined that Fleming did not have adequate documentation in place to pass the impending USEPA inspection. It was determined that an SPCCP needed to be prepared to attempt to meet the minimum requirements and the decision was made that GUERNSEY would prepare the SPCCP on-site.
3. Mr. Palmer spent the rest of that week, January 28-31, 2003, researching, developing, and preparing the SPCCP, with assistance from the Lafayette facility staff, the Fleming corporate staff, and the Environmental Services Group from GUERNSEY. The SPCCP was completed by Friday morning, January 31, 2003, for the USEPA inspection, which was to be conducted at 1:00 PM. Mr. Palmer returned to Oklahoma City on Friday, January 31, prior to the USEPA inspection.

- 4 The USEPA inspection was conducted as scheduled. The inspector, Mr. Troy Naquin, subsequently prepared two reports including (1) Acknowledgement and Record of SPCC Inspection, and (2) Spill Prevention Control and Countermeasure Inspection Summary of Findings.
- 5 These two reports were provided to GUERNSEY, via fax, on Monday, February 3, 2003. A "boiler plate" cover letter from EPA transmitted these reports to Fleming and included verification of the inspection and USEPA's procedures for (1) reviewing results of the inspection, and (2) enforcement under USEPA's penalty process. GUERNSEY began reviewing these documents immediately and began developing responses to address the USEPA comments. Additional information had to be collected from Fleming Lafayette personnel to address several of the comments. The general character of the comments is as follows:
 - The SPCCP was not certified by a Professional Engineer registered in Louisiana (we knew that was an issue)
 - Inadequate or no prediction of equipment failure that could result in discharges
 - Records of inspections of aboveground tanks not available
 - Inadequate written procedures in reference to inspections
 - Inadequate training of personnel
 - Inadequate discussion of facility transfer operations, pumping, and processes
 - Inadequate warning systems related to truck fueling activities
 - Inadequate discussion of loading and unloading activities
 - Limited discussion on facility security
- 6 The finished SPCCP document represents GUERNSEY's review of USEPA comments and our development of appropriate responses to those comments in the document. This document was reviewed and certified by a Professional Engineer registered in Louisiana.
- 7 *You have indicated a desire for us to develop some inspection and training materials, specifically for the Lafayette facility, to assist in the implementation of and compliance with the SPCCP. Those efforts are still outstanding and remain to be accomplished.*

COSTS

We have worked diligently over the last three weeks to assist in SPCCP compliance. *Our cost to date for labor and expenses is approximately \$11,500.00.* This cost does not include any residual/contingency activities that might occur since submittal of the certified document to Fleming (Tuesday, February 11, 2003).

The anticipated costs for developing the checklists for compliance activities (see Item 7 above) is approximately \$1,500.00. *These costs do not include the potential need for us to assist with actual training.*

We are also aware that you are seeking corporate programmatic assistance in addressing SPCCP implementation and compliance. We can provide a scope and costs for those activities after further clarification of your needs.

We are available to further discuss your SPCCP programming and activities as required. We have enjoyed the Lafayette effort and look forward to expanding our relationship. Please address questions or comments to me at 405 416 8140, ken_senour@chguernsey.com

Sincerely,
C H Guernsey & Company

Ken Senour

Ken Senour, CEP, QEP
Vice President
Manager, Environmental Services

Cc: David Stegmann

**C H GUERNSEY & COMPANY***Engineers Architects • Consultants*

Remittance Address P.O. Box 96 0012

Oklahoma City OK 73196 0012

Federal ID # 73 0590816

FLEMING COMPANIES
FACILITIES DEPARTMENT
ATTN: DANIEL APODACA
1945 LAKEPOINTE DRIVE
LEWISVILLE, TX 75057

INVOICE DATE 04/03/03
INVOICE # 085552
PROJECT # OK-07654-000
CLIENT # C4001

FOR PROFESSIONAL SERVICES THROUGH MARCH 21, 2003
FOR A NOTICE OF INTENT FOR STORM WATER DISCHARGE AND STORM WATER
POLLUTION PREVENTION PLAN, FORMER ALBERTSON FOODS FACILITY,
420 S 145TH EAST AVENUE, TULSA, OKLAHOMA
PURCHASE ORDER NO SF-20020094

<u>ITEM</u>	<u>CONTRACT AMOUNT</u>	<u>CONTRACT % COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>PREVIOUSLY INVOICED</u>	<u>AMOUNT DUE</u>
1 - Preplanning and Project Development	\$1,000 00	100 00%	\$1,000 00	\$0 00	\$1,000 00
2 - Site Visit	\$1,400 00	100 00%	\$1,400 00	\$0 00	\$1,400 00
3 - Preparation of SWPPP and NOI	\$3,000 00	100 00%	\$3,000 00	\$0 00	\$3,000 00
4 - Document Review and Final Delivery	\$1,000 00	100 00%	\$1,000 00	\$0 00	\$1,000 00
5 - Prepare and Present Training Material	\$2,860 00	100 00%	\$2 860 00	\$0 00	\$2,860 00
	\$9,260 00		\$9,260 00	\$0 00	\$9,260 00

****PLEASE PAY THIS AMOUNT******\$9,260 00**

Fleming

Purchase Order No: SF - 20020094

Order Date: 23-Jul-02

Ship to Arrive: 23-Jul-02

TERMS AND CONDITIONS Purchase Order Number must be shown on all Invoices, Shipping Papers and Freight Bill

Bill of lading must be itemized as to quantity size and description Shipment must be tendered to carrier sorted and segregated as to quantity size and description and bill of lading must carry certification of the same signed by carrier representative Delivery terms of sale require driver unloading at our dock It is the responsibility of the contractor to supervise their employees while on Fleming property

**** Failure to Comply with Above May Result in Refusal Of This Shipment**

Vendor: C H Guernsey & Company
5555 North Grand Boulevard
Oklahoma City, OK 73112-5507
Attn: Richard C Palmer III

Ship To FLEMING - Tulsa Division
420 South 145th East Ave
Tulsa, OK 74108
Attn: Josh Grote

Remit all invoices to: Fleming Companies
Facilities Department
1945 Lakepointe Drive
Lewisville, TX 75057
Attn: Daniel Apodaca

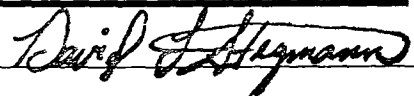
Quan	Description	Material Cost	Labor Cost	Item Total
1	Furnish Labor and Material Per Proposal Dated 7/18/02 for Notice of Intent for Storm Water Discharge and Storm Water	\$9,260 00	\$0 00	\$9,260 00
1	Copy of Proposal Attached	\$0 00	\$0 00	\$0 00
SubTotal		\$9,260 00	\$0 00	\$9,260 00
Freight				\$0 00
Tax		0 00%	Included	\$0 00
Total Purchase Order Amount				\$9 260 00

**IMPORTANT
SIGN & RETURN WHEN
WORK IS COMPLETE**

All Work and/or Deliveries must be coordinated with Rob Decker 9184396792

INSURANCE CERTIFICATIONS REFERRING TO PO# ARE REQUIRED PRIOR TO STARTING WORK
FLEMING'S LOCKOUT TAGOUT PROCEDURE WILL BE STRICTLY ADHERED TO

This purchase order is issued in compliance with Executive Order #11246

Date Received _____ By _____ Buyer 



July 18, 2002

Mr Danny Apodaca
Fleming Companies, Inc
1945 Lakepoint Ave
P O Box 291013
Lewisville, TX 75029
dapodac@email.fleming.com
972-906-2329

Re Proposal for a Notice of Intent (NOI) for Storm Water discharge and Storm Water Pollution Prevention Plan (SWPPP), Former Albertson Foods Facility, 420 S 145th East Avenue, Tulsa, Oklahoma

Mr Apodaca

CH Guernsey & Company (GUERNSEY) is pleased to provide the Fleming Companies, Inc (Fleming) professional services relative to the development and delivery of the NOI to discharge regulated storm water from the above mentioned facility and the SWPPP for operations of said facility. Based on information obtained through communications with you, GUERNSEY understands that

- Fleming recently acquired a facility that operates as a food storage and distribution warehouse at the referenced address. Albertson Foods previously owned this facility.
- Per requirements of the Oklahoma Department of Environmental Quality (DEQ) and the City of Tulsa Public Works/National Pollution Discharge Elimination System (NPDES) program, Fleming is required to notify the NPDES program of the discharge of storm water from said facility through the completion and the DEQ filing of an NOI permit.
- Also per requirements of the DEQ and the City of Tulsa/NPDES program, Fleming is required to submit a SWPPP in which Fleming declares the best management practices (BMPs) of managing pollutants to prevent their introduction into any storm water conveyances and detail countermeasures for public health and environmental protection if a release should occur.

SCOPE OF SERVICES

- Task 1 *Preplanning and Project Development*** GUERNSEY will initially interface with the City of Tulsa/ NPDES program and DEQ on the behalf of Fleming and develop this project to accomplish efficient and complete delivery Operators at the facility will be included for complete understanding of the requirements for permits holders
- Task 2 *Site Visit/Reconnaissance*** GUERNSEY will conduct a site visit/reconnaissance to compile necessary material, process, and discharge information This task will address information to be included in both the NOI and SWPPP Photographs will be taken
- Task 3 *Preparation of SWPPP and NOI*** GUERNSEY will prepare the SWPPP document in compliance with the DEQ and the City of Tulsa and forward the NOI to the DEQ
- Task 4 *Document Review and Final Delivery*** GUERNSEY will deliver draft copy to the appropriate regulator(s) for review Subsequent to addressing any regulator comments and obtaining preliminary approval, final documents will be submitted to the regulator(s)
- Task 5 *Prepare Training Material and Present to the Fleming SWPPP Team*** GUERNSEY will prepare information for the training presentation gathered from the completed SWPPP Appropriate training will be provided using Power Point media and supplemented with handouts for each participant

COST

Our costs to perform the aforementioned services are as follows

- Task 1 \$1,000 00
- Task 2 \$1,400 00
- Task 3 \$3,000 00
- Task 4 \$1,000 00
- Task 5 \$2,860 00

Total \$9,260 00

The costs described herein are based upon the aforementioned scope of services There may be variations that deviate from this scope In performing the work it may become evident that more or less effort is required, and scope modifications may become necessary Any scope changes will be discussed and approved by a Fleming representative prior to implementation GUERNSEY will not accrue any out-of-scope charges without expressed approval of the Fleming representative

CONTRACT ENGAGEMENT

It will be the intent of GUERNSEY to enter into a more formal contractual agreement with Fleming within the near future, but we will utilize this proposal as a vehicle to begin accomplishing the work desired. Basic issues to be addressed include:

- Fleming will provide a formal notice to proceed (NTP),
- Fleming will make a lump sum payment within 30 days of an invoice from GUERNSEY,
- Until a more formal agreement is executed, this letter will provide reference for performing the work,
- GUERNSEY will provide quality professional services consistent with industry standards and regulatory requirements,
- It is understood and agreed that all right, title and interest in and to any and all draft and final reports prepared by GUERNSEY on behalf of Fleming will be the sole and exclusive property of Fleming and all shall be considered works-for-hire under United States copyright laws.

If these conditions are acceptable to Fleming, please sign in the appropriate spaces identified at the bottom of this letter. We are providing two copies of this letter and the attachment, and ask that you sign both copies, retaining one for your records and sending the other to GUERNSEY.

GUERNSEY appreciates the opportunity to provide quality-engineering services to you. Should you have any questions or comments concerning this proposal, please feel free to contact Trey Palmer at (405) 416-8240 or Carey Miller at (405) 416-8323.

Sincerely,
C H GUERNSEY & COMPANY



Ken Senour, CEP, QEP
Vice President
Manager, Environmental Services

Cc: Trey Palmer
Carey Miller

Fleming Representative _____
(Printed Name/Signature)

Title _____

Date _____