

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re: :
: Chapter 11 Cases
: FRUIT OF THE LOOM, INC., et al., : No. 99-04497 (PJW)
: :
: Jointly Administered
Debtors. :
-----X

**SEVENTEENTH MONTHLY INTERIM APPLICATION OF CIVIL &
ENVIRONMENTAL CONSULTANTS, INC., UNDER 11 U.S.C.
§§ 330 AND 331, SEEKING PAYMENT OF INTERIM COMPENSATION
FOR SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES**

Name of Applicant: Civil & Environmental
Consultants, Inc. ("CEC")

Authorized to Provide
Professional Services to: NWI Land Management, Corp. ("NWI")

Date of Retention: December 13, 2000

Period for Which Compensation
And Reimbursement is Sought: May 1, - May 31, 2002

Amount of Compensation
Requested: \$45,000.00¹

Amount of Expense
Reimbursement requested: \$39,578.83

This is an: X interim final application.

The total time expended for the preparation of this application is approximately 5 hours which is included in the negotiated monthly fee charged by CEC.

This is the seventeenth interim fee application submitted by CEC in this matter; prior applications were filed on March 8, 2001, March 29, 2001, May 2, 2001, June 1, 2001, June 25, 2001, July 30, 2001, September 4, 2001, October 8, 2001, October 30, 2001, November 28, 2001, January 4, 2002, January 31, 2002, March 4, 2002, March 26, 2002, May 1, 2002 and May 30, 2002.

¹ Pursuant to the terms of the Revised Compensation Order (as defined in the annexed Application), CEC seeks payment from NWI in the amount of \$75,578.83 (representing 80% of the total compensation due for professional services rendered and reimbursement of 100% of reasonable and necessary expenses incurred pending allowance) in respect of the Seventeenth Interim Compensation Period.

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Civil & Environmental Consultants, Inc. ("CEC"),
environmental manager for NWI Land Management, Corp. ("NWI," and
together with Fruit of the Loom, Inc. and the other affiliated
debtors and debtors-in-possession in the above-captioned cases,
"Fruit of the Loom"), submits this application (the "Application") to
the Court pursuant to 11 U.S.C. §§ 330 and 331, Rule 2016 of the
Federal Rules of Bankruptcy Procedure, Rule 2016-2 of the Local Rules
of Bankruptcy Practice and Procedure for the United States Bankruptcy
Court for the District of Delaware (the "Local Rules"), the United
States Trustee Guidelines for Reviewing Applications for Compensation
and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, dated as
of January 30, 1996 (the "U.S. Trustee Guidelines"), and the Revised
Compensation Order (defined below), for allowance of interim
compensation for professional services rendered in the amount of
\$45,000.00, and reimbursement of the reasonable and necessary

and Rule 2016-2 of the Local Rules. This Application is made pursuant to the Order of this Court, under 11 U.S.C. §§ 105(a) and 331, Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated as of December 30, 1999 (the "Compensation Order"), as amended by that certain Agreed Amended Administrative Compensation Order Establishing Revised Procedures For Interim Compensation and Reimbursement of Expenses of Professionals, dated as of December 27, 2000 (the "Revised Compensation Order").

Retention of CEC and Billing History

4. CEC's retention as environmental manager for NWI was authorized by the Bankruptcy Court pursuant to an order, under 11 U.S.C. §§ 105(a), 327(a), 328(a), dated as of December 13, 2000 (the "Retention Order").

5. The Retention Order authorized CEC to be compensated and reimbursed in accordance with the terms and conditions set forth in that certain Engineering Technical Services Master Services Agreement, dated as of October 16, 2000 (the "Agreement"), pursuant to the procedures set forth in the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, the U.S. Trustee Guidelines, and orders of this Court, including the Revised Compensation Order.

6. On March 8, 2001, CEC presented its first monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from January 1 - January 31, 2001 (the "First Monthly Interim Application"), which was

Application.

9. On May 2, 2001 CEC presented its third monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from March 1 - March 31, 2001 (the "Third Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Third Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$119,364.36 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Third Monthly Interim Application. As of the date hereof, CEC has received payment of \$155,364.36 in respect of the fees and expenses requested pursuant to the Third Monthly Interim Application.

10. On June 1, 2001 CEC presented its fourth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from April 1 - April 30, 2001 (the "Fourth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Fourth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$55,855.07 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Fourth Monthly Interim Application. As of the date hereof, CEC has received payment of \$91,855.07 in respect of the fees and expenses requested pursuant to the Fourth Monthly Interim Application.

11. On June 14, 2001, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period January 1 -

14. On September 4, 2001 CEC presented its seventh monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from July 1 - July 31, 2001 (the "Seventh Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Seventh Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$37,522.36 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Seventh Monthly Interim Application. As of the date hereof, CEC has received payment of \$73,522.36 in respect of the fees and expenses requested pursuant to the Seventh Monthly Interim Application.

15. On October 8, 2001 CEC presented its eighth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from August 1 - August 31, 2001 (the "Eighth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Eighth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$45,676.98 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Eighth Monthly Interim Application. As of the date hereof, CEC has received payment of \$81,676.98 in respect of the fees and expenses requested pursuant to the Eighth Monthly Interim Application.

16. On October 15, 2001, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period June 1 -

19. On December 31, 2001 CEC presented its eleventh monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from November 1 - November 30, 2001 (the "Eleventh Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Eleventh Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$57,961.57 in expenses.

The deadline has passed for objections to fees and expenses requested in respect of the Eleventh Monthly Interim Application. As of the date hereof, CEC has received payment of \$93,961.57 in respect of the fees and expenses requested pursuant to the Eleventh Monthly Interim Application.

20. On January 18, 2002, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period September 1 - November 30, 2001. As identified therein, the amount of holdback fees requested was \$27,000.00. As of the date hereof, CEC has not received payment of the holdback fees from work performed during the period September 1 - November 30, 2001.

21. On January 31, 2002 CEC presented its twelfth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from December 1 - December 31, 2001 (the "Twelfth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Twelfth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$54,056.63 in expenses. The deadline has

CEC has received payment of \$127,815.63 in respect of the fees and expenses requested pursuant to the Fourteenth Monthly Interim Application.

24. On April 17, 2002, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period December 1, 2001 - February 28, 2002. As identified therein, the amount of holdback fees requested was \$27,000.00. As of the date hereof, CEC has not received payment of the holdback fees from work performed during the period December 1, 2001 - February 28, 2002.

25. On May 1, 2002 CEC presented its fifteenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from March 1 - March 31, 2002 (the "Fifteenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Fifteenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$80,771.03 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Fifteenth Monthly Interim Application. As of the date hereof, CEC has received payment of \$116,771.03 in respect of the fees and expenses requested pursuant to the Fifteenth Monthly Interim Application.

26. On May 30, 2002 CEC presented its sixteenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from April 1 -April 30, 2002 (the "Sixteenth Monthly Interim Application"), which was

subcontractor or third party expenses as contemplated by the Agreement) incurred by CEC in connection with the rendition of professional services during the Seventeenth Interim Compensation Period, and (b) payment of 80% of the compensation and 100% of the expense reimbursement requested hereunder.

31. CEC seeks interim allowance of the sum of \$45,000.00 for professional services rendered on behalf of NWI by CEC during the Seventeenth Interim Compensation Period, and \$39,578.83 for reimbursement of reasonable and necessary expenses incurred in connection with the rendition of such services. CEC seeks payment in the amount of \$75,578.83 (representing 80% of the total compensation due for professional services rendered and reimbursement of 100% of the actual, reasonable and necessary expenses incurred pending allowance) in respect of the fees and expenses requested pursuant to this Application.

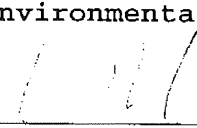
32. Pursuant to the terms and conditions set forth in the Agreement, CEC charges for its services a monthly fee of \$45,000.00. Since CEC charges a monthly fee for its services, CEC does not maintain detailed time records comparable to those typically maintained by legal professionals.

33. A summary of the professional services rendered by CEC during the Seventeenth Interim Compensation Period is annexed hereto as Exhibit A. The attached summary is intended to highlight certain of the services rendered by CEC where CEC has expended a considerable number of hours on behalf of NWI, and it is not meant to be a detailed description of the work performed.

(representing 80% of the total compensation due for professional services rendered and reimbursement of 100% of the reasonable and necessary expenses incurred during the Seventeenth Interim Compensation Period), and such other related relief as is just.

Downers Grove, Illinois
Dated: June 26, 2002

Civil & Environmental Consultants, Inc.



By: John E. Hock
Its: Senior Project Manager

333 Baldwin Road
Pittsburgh, Pennsylvania 15205-9702