

Noel Ashcraft

946339

NO LIEN CONSTRUCTION CONTRACT

It is specifically agreed by and between LEVER BROTHERS COMPANY, hereinafter referred to as "Lever" or "Owner", and HYRE ELECTRIC CO. OF INDIANA hereinafter referred to as "Contractor," as follows:

1. Lever has issued to Contractor Purchase Order No. H-8707166 to furnish supervision, tools, materials and equipment in conformity with the terms, conditions and documents set forth therein, a copy of said Purchase Order being attached hereto as Exhibit "A" and specifically made a part hereof.

2. That said Construction Contract shall be performed at the property of Lever in Hammond, Indiana, and commonly know as 1200 Calumet Avenue, and legally described as per Exhibit "B" attached hereto and specifically made a part hereof.

3. That this Contract is to be performed on a NO LIEN CONTRACT BASIS, as provided by the provisions of said Purchase Order and by the provisions of GC-3 General Conditions-Contract Work which has been executed and approved by the Contractor.

4. That this document shall be recorded with the Office of the Recorder of Lake County, Indiana, and pursuant to the provisions of Indiana Code 32-8-3-1 shall serve as notice to any and all contractors, subcontractors, mechanics, journeymen, laborers, or persons that NO LIEN shall attach to the real estate, building, structure or any other improvement of the Owner arising out of the performing of labor upon, furnishing materials or machinery for or doing business with the Owner or the Contractor under this Contract or upon said property.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives

CLARENCE BLASTICK
RECORDER
OFFICE OF THE RECORDER
LAKE COUNTY, INDIANA
OCT 29 9 01 AM '87
FILE FOR RECORD

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and to become effective upon the 29 day of October,
1987.

LEVER BROTHERS COMPANY

By: Frank S. Walters

Printed
Name: Frank S. Walters

Title: Purchasing Vice President
Household Products

ATTEST:

By: Andrea B. Mandelsberg

Printed
Name: Andrea B. Mandelsberg

Title: Acting Secretary

HYRE ELECTRIC CO. OF INDIANA

By: Scott Richardson

Printed
Name: Scott Richardson

Title: Vice President

Industrial Estimating

ATTEST:

By: Atti Molligan

Printed
Name: Atti Molligan

Title: Notary Public

GENERAL CONDITIONS - CONTRACT WORK

1.0 INTENT OF SPECIFICATIONS

It is the intent of the specifications to provide a complete and acceptable installation of the work described. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be considered as required and shall be furnished as shown or called for in either the drawings or specifications. In case of discrepancies the matter shall be submitted to the Owner immediately for clarification.

Lever Brothers Company's Safety Std. No. 9 "Instructions for Outside Contractors" is a part of these General Conditions.

2.0 WORKMANSHIP AND MATERIALS

- 2.1 The work described in these specifications or shown on the drawings, and all work dependent upon or necessary to the completion of the work as described, shown or reasonably implied in the drawings or specifications, shall be executed in the best, most thorough and workmanlike manner known to the trade.
- 2.2 Materials shall be new and of the highest quality. Where not specifically shown or mentioned, materials shall be as the Owner directs. Any materials or workmanship condemned by the Owner as being inferior and unsuitable, or not conforming with the requirements as stated, shall be immediately removed from the site and replaced with proper materials without additional cost to the Owner.
- 2.3 The work when finished shall be delivered in perfect and undamaged state, without exception, leaving the premises clean and ready for use.
- 2.4 Each Contractor shall be responsible for all cutting and patching of the building required for the installation of his work. All cutting shall be done so as to result in a minimum of damage to the premises. All patching shall return the premises to their original condition as nearly as is practical.

13	2/27/81	AMENDED PARAGRAPH 16 -	
		ARTICLE 16.1 + 16.7 & REFERENCES TO	
		ENGINEERING DEPT. ELIMINATED	
12	5/8/75	AMENDED PARAGRAPH 3 -	A.P.
		ARTICLE 13.1	
11	4-18-73	ADDED TO ARTICLES 13.1 & 19.5	A.P.
10	9-1-71	ADDED ARTICLE 26.0	
9	11-20-70	VARITYPED FOR PRINTING	A.N.
NO.	DATE	REVISION	APP'D
APPROVED		LEVER BROTHERS CO.	
BY	DATE		
<i>A.N.</i>	11-20-70		
	9-1-71		
<i>A.N.</i>	4-18-73		
	5-8-75		
		GENERAL CONDITIONS	
		CONTRACT WORK	
		GC-:	

APPROVED	
By	Date
<i>S.R.</i>	<i>10/29/87</i>

3/81

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3.0 EXAMINATION OF SITE

- 3.1 Before submitting any proposal it shall be the responsibility of the Contractor to familiarize himself with all conditions at the site relative to existing work, materials to be matched, working space available, safety precautions required and all other conditions necessary to the making of an intelligent bid. No increase in cost or extension in performance time will be considered for failure to know the site conditions.

4.0 DRAWINGS AND PRINTS

- 4.1 Figured dimensions shall be followed, and detail drawings in preference to small scale drawings. The Contractor shall verify all dimensions in the field before any work is fabricated.
- 4.2 Immediately upon receipt of purchase order, where design is involved requiring Owner's comment and approval, Contractor shall prepare and transmit three (3) copies of all drawings to the Owner for approval. Drawings with corrections noted by Owner shall be revised by the Contractor and three (3) revised prints shall be submitted. When drawings are approved by Owner, Contractor shall immediately forward to Owner four (4) copies of such drawings marked "Approved for Construction". No shop work shall be done until such drawings have been received by Owner.

5.0 INSTRUCTIONS

- 5.1 In the event of conflict, verbal instructions or information purported to have come from the Owner's office will not be recognized unless confirmed in writing before such work is started. This applies to information given both while estimating and after the contract is awarded.

6.0 SUBSTITUTIONS

- 6.1 It will be understood that the proposals are based on the materials specified, and any request to substitute any other material shall be so mentioned in the proposal. Any request for substitution after the contract is awarded shall likewise be accompanied with the difference in price.
- 6.2 Whenever the words "or equal", "similar to", "approved", or words of similar meaning are mentioned herein, they shall mean that the materials, appliances, process or workmanship shall be equal in the opinion of the Owner.
- 6.3 The Owner's approval shall be obtained in writing before any substitutions are made.

7.0 GUARANTEES

- 7.1 Equipment shall be fully guaranteed to meet all performance requirements as outlined in accompanying Equipment Specifications.
- 7.2 Supplier shall guarantee that the materials, equipment or apparatus furnished under this Specification shall be free from all defects in design, workmanship and materials, and shall give proper and continuous service under all conditions of service required and specified, or which may be reasonably inferred. Supplier shall repair or replace, at his own expense, any part which under normal and proper use proves defective within one year from date of acceptance of the work by the Owner.

8.0 PERMITS AND FEES

- 8.1 The Building Permit shall be obtained by the building contractor after approval of Owner, and this permit shall be paid for by Owner. The Contractors shall obtain and pay for all other permits, inspection certificates, licenses or other privileges necessary to complete the work, and legal evidence of such shall be delivered to the Owner.

9.0 SUITABLE CONSTRUCTION EQUIPMENT

- 9.1 The Contractor shall use such methods, tools and equipment for the performance of the work as will produce a satisfactory quality of workmanship and rate of progress which, in the opinion of the Owner, will secure the completion of the contract within the time agreed upon.
- 9.2 Space at the job site will be provided, by the Owner, for the Contractor's construction shanty. The location of the space shall be as directed by the Owner. The Contractor shall maintain such space and structures in a safe and sanitary condition.
- 9.3 Each Contractor shall, for the duration of his work, provide and maintain sanitary facilities for all crafts in his employ unless other arrangements are provided.
- 9.4 All materials, tools, plans, etc., at the site and necessary to the prosecution of the work shall be provided and maintained entirely at the risk of the Contractor.

10.0 CORRECTION OF WORK BEFORE FINAL PAYMENT

- 10.1 The Contractor shall promptly remove from the location of the work all materials condemned by the Owner as being unfit, unsafe, unsound or at variance with the true intent and purpose of the contract, whether incorporated in the work or not, and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner, and shall bear the expense of making good all work of any other contractors destroyed or damaged by such removal or replacement.

- 10.2 If the Contractor does not remove such condemned work and materials within five days after such rejection, the Owner may, at the Contractor's expense, have such work removed and replaced. If the Contractor does not pay all costs and expenses incident to such removal within ten days thereafter, the Owner may thereupon sell the removed material at private sale without further notice to the Contractor, and shall account only for the net proceeds thereof after deducting all costs and expenses incident to such removal and sale.

11.0 CORRECTION OF WORK AFTER FINAL PAYMENT

- 11.1 The Contractor shall not be relieved of responsibility for faulty materials, apparatus or workmanship by any provisions in the contract documents, by final payment or by failure of the Owner to detect the same, and unless otherwise specified, he shall remedy any defects due thereto which shall appear within a period of one year after the date of completion.

12.0 OTHER CONTRACTS

- 12.1 The Owner reserves the right to let other contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. All work shall be scheduled and coordinated to avoid interference with plant operations.
- 12.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the Owner any defects in such work that render it unsuitable for proper execution and results. The failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.
- 12.3 To insure the proper execution of his work the Contractor shall measure any work already in place affecting the proper execution of his portion of the job, and shall at once report to the Owner any discrepancy between the executed work and the drawings.

13.0 LAWS AND REGULATIONS

- 13.1 The Contractor, its employees and representatives, shall at all times comply with any applicable laws, ordinances, statutes, rules and regulations, Federal, State, County and municipal; particularly those relating to wages, hours and working conditions. The Contractor shall furnish bonds, security or deposits required to permit performance of the work. This includes compliance with latest O.S.H.A. requirements.

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The supplier/contractor will be required at the issuance of a purchase order or contract to execute one copy of the attached "Equal Employment Opportunity" Certificate of Compliance and return same to the Lever Brothers Company Purchasing Division.

Settlement of jurisdictional disputes shall be responsibility of contractor.

- 13.2 All sales, use, unemployment or other taxes imposed by municipal, county, state and federal agencies shall be paid by Contractor.

14.0 PERFORMANCE SCHEDULES

- 14.1 The Contractor shall stipulate normal availability of materials and equipment and approximate construction time in response to bid inquiry. A firm schedule will be developed at the time of contract commitment. It is essential that the established schedules be met to avoid jeopardizing the overall construction schedules.
- 14.2 Immediately upon award of the contract, the Contractor shall prepare and submit a definite progress schedule and furnish same to the Owner for approval. The Contractor shall execute all portions of the work in accord with the approved schedule.
- 14.3 If necessary, in order to complete the work within the time stated in the contract, or if, in the opinion of the Owner, it becomes necessary in order to maintain the progress schedules, for the Contractor or his Sub-contractors to work after regular hours, the Contractor or his Sub-contractors shall, immediately upon request, work such overtime, additional shifts, Sundays, or holidays as may be required, without additional cost to the owner.
- 14.4 The Contractor will be reimbursed for any overtime requested by the Owner to advance the original scheduled completion date in accordance with Article 15.

15.0 BID PROPOSALS

- 15.1 Bid proposals shall be submitted in original and quadruplicate copy with all copies signed. Bidders shall thoroughly examine the plans and specifications. If there is any obscurity as to meaning or intent of any part of the plans or specifications the bidder should ask for clarification or an explanation before submitting his bid. Lever reserves the right to reject any and all proposals.
- 15.2 Proposals covering the supplying of mechanical equipment shall include outline dimension drawings, wiring diagrams, catalog data, etc., whenever available.
- 15.3 Bid proposals shall include the following information. Omission of any part of this information in the bid proposal may be considered cause for rejection of the bid.

- a. Contract price on fixed basis unless the Owner agrees to the submission of an upset price (cost-plus-not to exceed a fixed maximum).
- b. An enumeration of the drawings and specifications used in preparation of the proposal.
- c. A statement of the number of calendar days required to complete the job after award of contract.
- d. The statement: "Contractor agrees to comply with, and shall be bound by Lever's GC-3 entitled "General Conditions - Contract Work" and Lever's Safety Standard No. 9 - Instructions for Outside Contractors."
- e. A listing of any substitutions proposed for materials or equipment called for in the plans or specifications as called for in Article 6.0.

15.4 The following clause shall be amended to the bid proposal before a contract is awarded.

"This proposal is based on _____ hours of field work. The wage rates (including overhead and profit) used in figuring this work are as follows: _____

"If overtime work in the field is required by the Purchaser to advance the original schedule of completion, it will be billed at the following rates: _____

"Any overtime required other than that required to maintain the schedule, will be billed on the basis of actual man-hours worked but in no case shall the hours billed exceed the total hours of the base proposal less the hours worked on straight time.

"If Lever desires to advance the scheduled completion date and requests overtime work to do so and the total estimated hours of work are insufficient to complete the unfinished work on the contract, Lever shall pay only for the premium time at the rates stated above."

16.0 INSURANCE

16.1 The Contractor shall carry and maintain policies of insurance in the amounts listed below and in such form and with such Companies as may be satisfactory to the Owner:

<u>Coverage</u>	<u>Amounts</u>
Workmen's Compensation	Statutory
Employer's Liability	\$100,000
Public Liability	\$500,000/\$1,000,000
Property Damage	\$100,000
Automobile Public Liability	\$500,000/\$1,000,000
Automobile Property Damage	\$100,000

16.1 (Cont'd)

On contracts in excess of \$100,000, or those involving unusual perils, the limits of coverage shall be reviewed and increased, if such is deemed necessary by Lever Brother Company.

16.2 Whenever applicable, the contractor shall carry appropriate insurance covering the contractor's responsibility for damage to, or destruction of, property belonging to Lever while in the care, custody or control of the contractor, or as to which the contractor is for any purpose exercising physical control. Limits of liability shall be determined in accordance with the maximum value of the property at risk and in consultation with the Lever Brothers Company representative (rigging operations are of primary concern in this area).

16.3 All Sub-Contractors performing work on the job shall be required to carry and maintain policies of insurance in the amounts stated in Paragraph 16.1.

16.4 The Contractor and Sub-Contractor shall file with Lever Brothers certificates showing that such insurance is in force and the date of policy expiration. Such certificates shall be filed with the Purchasing Department at the location where the work is to be performed before such work is undertaken. It shall be the contractor's responsibility to see that all Sub-Contractors working for him have filed such certificates with Lever Brothers Company.

16.5 Lever Brothers Company shall be named as an additional insured in all policies required under this Section 16, or in the alternative, contractor's insurance carriers shall waive all rights of subrogation against Lever Brothers Company.

16.6 The Contractor shall assume, and shall require its sub-contractors to assume, such risk of loss or damage as is customarily insured under an Equipment Floater Policy in respect to its construction machinery tools, and/or equipment, shanties and/or field offices (and contents thereof) supplied by Contractor or Sub-contractor; and employees' tools and effects.

16.7 "The contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the contractor or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract, including, without limitation, any negligent act or omission of either party hereto. The contractor specifically agrees to indemnify the owner and hold it harmless for the negligent acts or omissions of the owner, its agents, servants, or employees, the contractor or otherwise, except that the contractor assumes no liability for the sole negligent acts of the owner, its agents, servants, or employees. If any person shall make a claim for any damage or injury (including death resulting therefrom) as herein above described, the contractor agrees to indemnify and save harmless the owner, and/or its agents, servants and employees from and against any and all loss, expense, damage or injury that the owner, its agents, servants or employees may sustain as a result of any such claim and the contractor agrees to assume on behalf of the owner, and/or its agents, servants or employees the defense of any action at law or equity which may be brought against the owner, and/or its agents, servants or employees upon such claim and to pay all costs and expenses of whatever nature resulting therefrom and in connection therewith, and to pay on behalf of the owner and/or its agents, servants or employees upon their demand the amount of any judgment that may be entered against the owner, and/or its agents, servants or employees in any such action."

17.0 CLEANING UP

- 17.1 Contractors shall, at all times, keep the premises free from accumulation of waste material or rubbish caused by their employees or work. At the completion of his work, the Contractor shall remove all its rubbish, temporary structures, tools, scaffolding and surplus materials from the site and leave his work "broom clean" or its equivalent unless more exactly specified. In case of dispute regarding responsibility for rubbish, the Owner may remove the rubbish and charge the cost of such removal to the several Contractors involved as the Owner may determine to be just.
- 17.2 Rubbish shall not be burned without proper authorization. Contractor, his employees and representatives shall comply with all statutory requirements in regard to air pollution and waste disposal.

18.0 TEMPORARY UTILITIES

- 18.1 A limited amount of power and water will be supplied by Owner and will be available to Contractors if required. Temporary wiring will be provided by Owner to the site only.
- 18.2 All temporary facilities in the way of pipes, wires, fixtures, etc. as well as connections to owner's facilities shall be removed to the owner's satisfaction and at the Contractor's expense on the completion of the Contractor's work.
- 18.3 Where possible the owner will provide an area for the Contractor to set up facilities for job supervision. If such space is not available within a building, the Contractor shall provide temporary office and storage facilities to suit his convenience for the performance of the work, and shall remove the same from the premises on completion of the work. All such buildings or facilities shall be located as directed by the Owner and shall be kept neat in appearance. The Contractor shall provide locks for any enclosures he erects for protection of his equipment, tools and materials.

19.0 DEFINITIONS

- 19.1 Owner: Wherever the word Owner occurs in the specification, it refers to Lever Brothers Company, 390 Park Avenue, New York, N.Y.
- 19.2 Contractor means the individual, partnership, firm, or corporation performing the specified work at the job site.
- 19.3 Engineer means the Engineer in Charge of Construction for Lever Brothers Company or his designated representative.
- 19.4 Work: The term "work" includes labor or material or both. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

19.5 Abbreviation: The initials used below will designate the following organizations and codes:

A.C.I.	The American Concrete Institute
A.G.A.	The American Gas Association
A.I.E.E.	The American Institute of Electrical Engineers
A.I.S.C.	The American Institute of Steel Construction
A.S.A.	The American Standards Association
A.S.H.A.E.	The American Society of Heating and Air Conditioning Engineers
A.S.M.E.	The American Society of Mechanical Engineers
A.S.T.M.	The American Society for Testing Materials
A.W.W.A.	The American Water Works Association
F.I.A.	Factory Insurance Association
I.P.C.E.A.	The Insulated Power Cable Engineers Association
N.B.F.U.	The National Board of Fire Underwriters
N.E.C.	The National Electric Code
N.E.M.A.	The National Electrical Manufacturers Assn.
O.S.H.A.	The Occupational Safety and Health Act
A.N.S.I.	American National Standard Institute

20.0 TIME AND MANNER OF PAYMENTS

- 20.1 On jobs of extended duration partial payments may be requisitioned by the Contractor on a monthly basis. Such requisitions for payment shall be based on the value of the material delivered and work erected and completed as estimated by the Owner. Within ten (10) days eighty five percent (85%) of the value thus determined, less previous payments and less such sums as the Owner may be entitled to retain under provisions of the contract, shall be paid to the Contractor. The fifteen percent (15%) retention on the requisition for final payment shall be held by the owner until the expiration of (30) days after the work has been completed according to the contract and delivered to and accepted by the Owner, or until such time as Waivers of Lien are given the Owner as called for in Article 21. The acceptance of the final payment by the Contractor shall be held to be a waiver of any and all claims against the owner arising out of or in connection with this agreement.

20.2 No payment will be made to the Contractor for material not delivered upon the premises.

21.0 LIENS:

- 21.1 Contractor on his own behalf and (insofar as he is able to contract in that particular) on behalf of all of his Subcontractors and suppliers of material and labor hereby expressly waives the benefits of the Mechanics Lien Laws of the State in which the equipment and machinery, being constructed, erected or repaired, is located. The Contractor hereby agrees to procure from each and every one of his Subcontractors and suppliers of material or labor a release of any claim to mechanics lien which they or any of them may have under the Mechanics Lien Laws of the State in which the equipment and machinery, being constructed, erected, or repaired, is located and in addition agrees to furnish the Owner with each and every other document, affidavit or assurance which, in the opinion of the Owner, is necessary or appropriate to insure the Owner immunity from mechanics liens on account of anything done by Contractor, or those acting under him or as his Subcontractors in carrying out the terms of the contract and any and all work orders for additions thereto, all as a condition of payments by the Owner on account of this contract, or on account of any of said work orders for additions thereto. Payments made by the Owner without requiring strict compliance with the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon such compliance as a condition of later payments.
- 21.2 If at any time there shall be evidence of the existence, whether or not same has been asserted, of any lien or claim arising out of or in connection with the performance or default in performance of the contract for which the Owner or representatives of the Owner or any property of either or any property installed on the premises might be or become liable, then the Owner shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth in the contract, an amount sufficient to discharge such lien or satisfy such claim and to reimburse the Owner and/or the representatives of the Owner for all costs and expenses in connection therewith, including reasonable attorney fees; and the Owner at its sole discretion, shall have the right to so apply any amounts so retained if the Contractor does not have said lien or claim discharged or satisfied within ten (10) days after notice.
- 21.3 Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the contract, or receipts in full in lieu thereof and an affidavit that, so far as he has knowledge or information, the releases and receipts cover all the labor and materials for which a lien could be filed. Contractor shall, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any and all liens or claims which may at any time be filed or asserted by such Subcontractor.

21.4 If the amounts retained by the Owner are sufficient for the aforesaid purposes, or if any such lien or claim remains undischarged or unsatisfied after all payments have been made to the Contractor, then the Contractor shall promptly refund to the Owner all moneys that may have been paid to discharge such lien or satisfy such claim, including all costs and expenses and reasonable attorney's fees in connection therewith.

22.0 CANCELLATION OF CONTRACT

If the Contractor shall become insolvent, or if a petition in bankruptcy shall be filed against the Contractor, or if any execution or attachment shall be levied on any property of the Contractor, then the Owner may give the Contractor thirty (30) days' written notice of intention to terminate this agreement specifying the cause thereof, and, thereupon, at the expiration of the said thirty days, if said cause shall continue to exist, this agreement shall terminate. If a petition in bankruptcy shall be filed by the Contractor or if the Contractor shall take advantage of any insolvency act, or if it shall make a general assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of this property, then, in any of said events, Owner shall have the right to terminate this agreement forthwith upon written notice to Contractor. If the Engineer finds that the Contractor is neglecting or is unable to provide equipment or materials or to perform the work required, is careless or incompetent, is not prosecuting the work with promptness and diligence, or is failing in any way to comply with the contract, specifications or drawings, the Owner shall have the right, after having first given the Contractor at least two (2) days' notice in writing of such intention, to enter upon the work immediately upon the day mentioned in such notice, exclude the Contractor and his employees, retain or remove the equipment, tools, implements and materials thereon, obtain other equipment, tools, implements, materials, and labor, if necessary, enter into other contracts for work or materials, remove such parts of the work as the Owner considers necessary, and complete the work according to the specifications and drawings, charging to the Contractor the cost of completing the work, including the cost of obtaining new proposals and letting new contracts, if any, together with the damages caused by the delays thus occasioned in completing the work. In such event, the Contractor shall be entitled to no further payments under this contract until the work is completed. If the cost to the Owner of thus completing the work, together with any damages caused by delay as aforesaid shall exceed the balance due to the Contractor on account of the contract price, the Contractor shall forthwith pay such excess amount to the Owner, but if the balance due on the contract price shall exceed the expense incurred by the Owner in so completing the work, together with any damages for delay, such excess shall be paid by the Owner to the Contractor.

23.0 NOTICE

Any notice that may be given hereunder shall be deemed to have been sufficiently given by one party when, and only when, sent by registered mail in a postpaid envelope to the other party at the address as set forth in the Owner's purchase order submitted in acceptance of Contractor's proposal.

24.0 SUPERVISION OF WORK AND QUALIFIED PERSONNEL

24.1 At all times during the construction, the Contractor shall have in charge of the work a thoroughly competent superintendent with extensive experience in the type of work to be performed under this contract. A satisfactory superintendent shall not be withdrawn without the consent of Lever Brothers Company.

24.2 Should any employee assigned to work on this contract be deemed incapable by Lever Brothers Company, he shall, upon written request, be replaced by one who is satisfactory.

25.0 SUB-CONTRACTOR

25.1 A list of Sub-Contractors who shall perform work on the Lever Brothers Company premises shall be provided. This list shall be reviewed by the Contractor with Lever Brothers Company.

25.2 Lever Brothers Company reserves the right to approve all Sub-Contractors.

26.0 AUTHORIZATION FOR EXTRA WORK

26.1 The drawings and accompanying specifications furnished to the Contractor clearly define the scope of contract work. The Contractor shall not be entitled to additional compensation for labor, materials, or other services above and beyond the scope of the contract without prior written agreement and authorization by the owner for the performance of this work.

As a contractor, Lever Brothers Company must comply with certain Federal rules, regulations, and orders. Each non-exempt subcontractor and supplier of goods and services to Lever is required to include in its contract or purchase order that it also complies with the applicable Federal rules, regulations and orders. By this letter we are including the above in your contract or purchase order. To indicate your acceptance of the terms and conditions in this letter and your agreement that such terms and conditions shall be part of all agreements or purchase orders Lever Brothers Company places with your company to the extent required by Federal rules, regulations and orders, we ask that you please execute and return to us one copy of this letter.

Contract and Purchase Order Supplement

This is applicable to government contracts and subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity Clause as provided by Executive Order 11246 and regulations promulgated thereunder.

Section 202, Executive Order 11246 — Equal Opportunity Clause

During the performance of the contract or purchase order, the supplier agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executive Order 11246 — Certification of Non - Segregated Facilities

By the submission of this bid, the undersigned, bidder, seller, offeror, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, seller, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A Certificate of Non - Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U. S. C. § 1001.

Employer Information Report (EEO-1) and Affirmative Action Program

The contractor acknowledges and accepts the obligation of contractors, subcontractors and suppliers having 50 or more employees and an agreement, purchase order or contract in excess of \$50,000 to report annually on Standard Form 100 (EEO-1) and to develop and maintain for each of its establishments a written Affirmative Action Program meeting the requirements prescribed by 41 CFR 60-1.40.

Vietnam Era Veterans Readjustment Act of 1974

For contracts of \$10,000 or more the contractor certifies that he is and will remain in compliance with the Affirmative Action Clause and Regulations given in 41 CFR 60-250 relating to the employment of Vietnam Veterans, which clause and regulations are included herein by reference.

E. O. 11758 and Rehabilitation Act of 1973

For contracts of \$2,500 or more the contractor certifies that he is and will remain in compliance with the Affirmative Action Clause and Regulations given in 41 CFR 60-741 relating to the employment of handicapped persons, which clause and regulations are included herein by reference.

E. O. 11625 Minority Business Enterprise

1. It is the policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
2. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly-owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Blacks, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Utilization of Labor Surplus Area Concerns

1. It is the policy of the Government to award contracts to labor surplus area concerns, that (a) have been certified by the Secretary of Labor (hereinafter referred to respectively as certified concerns with a first or second preference) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States; or (b) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.
2. In complying with Paragraph 1 of this clause and with Paragraph 2 of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference; (a) certified concerns with a first preference which are also small business concerns, (b) other certified concerns with a first preference, (c) certified concerns with a second preference which are also small business concerns, (d) other certified concerns with a second preference, (e) persistent or substantial labor surplus area concerns which are also small business concerns, (f) other persistent or substantial labor surplus area concerns, and (g) small business concerns which are not labor surplus area concerns.

Utilization of Small Business Concerns

1. It is the policy of the Government as declared by the Congress that a fair proportion of the purchase and contracts for supplies and services for the Government be placed with small business concerns.
2. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

FPR Amendment 151 Environmental Protection

§ 1 - 1. 2302 - 1 Solicitation Provision.

The following is applicable if the bid or offer exceeds \$100,000 or the contracting officer has determined that the orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C - 8 (c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c) and is listed by EPA, or is not otherwise exempt).

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract has [], has not [], been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) He will include substantially this certification, including the paragraph (c), in every nonexempt subcontract.

§ 1 - 1. 2302.2 Contract clause.

The following is applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1957c-8 (c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any non-exempt subcontract, including this paragraph (a)(4).

* * *

- we are are not a Small Business Concern
- we have no plants located in Labor Surplus Areas, or
- the following plants are located in Labor Surplus Areas:

This certification shall be valid from the date of the contract or purchase order through the fiscal year ending June 30.

Date _____

(Company name)

Please return one signed copy to:

By _____

(Signature)

Mr. Richard M. Sayers
LEVER BROTHERS COMPANY
390 Park Avenue
New York, New York 10022

(Title)

GENERAL CONDITIONS (GC-4)

INSTALLATION & SERVICE PERSONNEL

LEVER BROTHERS CO.

General Specification

GENERAL CONDITIONS GC-4
INSTALLATION & SERVICE PERSONNEL

NO.	DATE	REVISION	APP'D.
3	2/27/81	Eliminated P 2.5, Amended P 3.1 & References to Eng. Dept. Eliminated	
2	8/10/75	Issued To Plants	
1	10/ 2/74	Original Issue	

2915-01 2

1.0 Intent of this Specification

- 1.1 The purpose of this specification is to provide instructions for service personnel working in a Lever Brothers facility. Lever works for maximum safety of all personnel and protection of its facilities and products.
- 1.2 The service personnel's company (contractor) shall all times comply with any applicable laws, ordinances, statutes, rules and regulations of federal, state, county and municipal governing bodies, particularly those relating to wages, hours and safe working conditions in accordance with applicable OSHA standards. His company shall furnish bonds, security or deposits required to perform their work.
- 1.3 All sales, use, unemployment or other taxes imposed by municipal, county, state and federal agencies shall be paid by the contractor.

2.0 Instructions

- 2.1 Upon receiving a contract or purchase order covering service work on Lever's premises, the contractor must designate one individual to act as liaison with Lever Brothers. Lever will designate an employee to act as liaison with the contractor. All questions concerning the service work or installation should be directed to the Lever representative.
- 2.2 In the event of conflict, verbal instructions purported to have come from Lever will not be recognized unless confirmed in writing.
- 2.3 Lever's approval must be obtained in writing before any modifications or substitutions are made.
- 2.4 The contractor will be required to execute and return to Lever one copy of the "Equal Employment Opportunity" Certificate of Compliance.

3.0 Insurance

- 3.1 "The Contractor shall carry and maintain policies of insurance in the amounts listed below and in such form and with such Companies as may be satisfactory to the Owner:

Coverage	Amounts
Workmen's Compensation	Statutory
Employer's Liability	\$100,000
Public Liability	\$500,000/\$1,000,000
Property Damage	\$100,000
Automobile Public Liability	\$500,000/\$1,000,000
Automobile Property Damage	\$100,000

3.2 On contracts in excess of \$100,000 or those involving unusual perils, the limits of coverage shall be reviewed and increased, if such is deemed necessary by Lever Brothers Company.

3.3 Whenever applicable, the contractor shall carry appropriate insurance covering the contractor's responsibility for damage to, or destruction of, property belonging to Lever while in the care, custody or control of the contractor, or over which the contractor is for any purpose exercising physical control.

Limits of liability shall be determined in accordance with the maximum value of the property at risk and in consultation with the Lever Brothers Company representative.

3.4 All sub-contractors performing work on the job shall be required to carry and maintain policies of insurance in the amounts stated in Paragraph 3.1 above.

3.5 The contractor and sub-contractor shall file with Lever Brothers certificates showing that such insurance is in force and the date of policy expiration. Such certificates shall be filed with the Purchasing Department at the location where the work is to be performed before such work is undertaken. It shall be the contractor's responsibility to see that all sub-contractors working for him have filed such certificates with Lever Brothers Company.

3.6 Lever Brothers Company shall be named as an additional insured in all policies required under this section, or in the alternative, contractor's insurance carriers shall waive all rights of subrogation against Lever Brothers Company.

3.7 The contractor shall assume, and shall require its sub-contractors to assume, such risks or loss or damage as is customarily insured under an Equipment Floater Policy in respect to its construction machinery tools, and/or equipment, supplied by contractor or sub-contractor; and employees' tools and effects.

4.0 Work Procedure

4.1 During the job the contractor will use only thoroughly competent personnel with extensive experience in the type of work covered by the purchase order.

4.2 If any person is deemed incapable he shall be replaced upon written request from Lever Brothers.

4.3 The serviceman shall use such methods, tools, and equipment to produce a satisfactory quality of workmanship and to secure the completion of the contracted work within the agreed upon schedule.

NAME

DIVISION

DEPARTMENT

CHARGE TO ACCOUNT

0023153754

09000

654337000

H-270-01

LEVER BROTHERS COMPANY

22946

(INCORPORATED)

00

PURCHASE ORDER NO. H 70715

THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.

**DELIVER TO: 1200 CALUMET AVENUE
HAMMOND, IN 46320**

TO: HYRE ELECTRIC CO
2655 PARKWAY
STANLEY, IN 46327

CONTROL NO. 1001-000-9000-0000

PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER 10-29-87	DELIVERY REQUIRED	TERMS
SHIP VIA		F.O.B.

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
01	1		000000		10,250.00	10,250.00

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US

WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

PLEASE EXECUTE AND RETURN PROMPTLY

37731

Exhibit A

ACKNOWLEDGMENT

Scott Richardson

BY (AUTHORIZED SIGNATURE)

Hyre Electric Co

FOR (FIRM NAME)

10/29/87

DATE

PURCHASED BY

AUTHORIZED SIGNATURE

F. S. Walters
F. S. WALTERS

(PURCHASING VICE PRESIDENT)

- 4.4 All material, tools, plans, etc., necessary for the serviceman's work shall be provided and maintained entirely at the serviceman's own risk.
- 4.5 The serviceman must keep the premises free from accumulation of his rubbish at all times. At the completion of the work the serviceman must remove all his rubbish, temporary equipment and tools.
- 4.6 Disposal of rubbish and surplus items must comply with all statutory requirements in regard to air pollution, noise control and waste disposal.
- 4.7 Any required notice or communication shall be deemed sufficiently given when sent by one party to the other by prepaid registered or certified mail to the purchase order address of the other party.
- 4.8 All non-Lever employees must sign in and obtain an identification tag from the Lever security guard. The tag must be returned to the guard at the completion of the job.

5.0 Safety

- 5.1 Smoking, except in specifically designated locations, is prohibited in all buildings and yards at all times.
- 5.2 Lunches and other foods must be eaten only in approved locations.
- 5.3 Whenever an open flame, welding or other possible ignition source must be used, Lever must be notified in advance.
- 5.4 The removal of any electric light fixture or tampering with any electrical equipment by the serviceman must be approved by Lever in advance.

Any machinery guards or other safety devices that are removed in the performance of the contractor's work, must be reinstalled by the contractor at the conclusion of his work so that the machine is returned to a safe operating condition.
- 5.5 Scaffolds, ladders and staging shall be constructed in accordance with good safety practices that conform to OSHA requirements. No tools or equipment will be left on any locations where they can fall.
- 5.6 Work areas shall be kept clean and free of debris.
- 5.7 The contractor shall supply his own serviceman with proper protective equipment such as eye shields, gloves, clothing, etc., as may be required. In certain areas, safety eye glasses must be worn at all times.
- 5.8 For Lever's product protection, no glass containers of any type shall be brought into a work location without prior approval.

- 5.9 Lever assumes no responsibility for first aid or medical treatment in connection with injuries to a contractor's employee. The contractor should make independent arrangements for such services.

6.0 Miscellaneous Regulations

- 6.1 Tools, ladders and other equipment will not be furnished by Lever Brothers except by special arrangement.
- 6.2 Contractor's personnel are restricted to the location where work is assigned, plus the adjoining smoking, eating and lavatory areas.
- 6.3 Upon request a specific area will be assigned to the contractor for the storage of equipment, tools and supplies. The contractor must supply his own security boxes and assumes full responsibility for safeguarding his own items. Lever Brothers will assume no responsibility for the replacement of the contractor's equipment that may be damaged or stolen.

7.0 Definitions

- 7.1 **Owner:** Wherever the word Owner occurs in this specification, it refers to Lever Brothers Company, 390 Park Avenue, New York, N.Y.
- 7.2 **Contractor** means the individual, partnership, firm or corporation performing the specified work at the job site.
- 7.3 **Engineer** means the engineer in charge for Lever Brothers Company or his designated representative.
- 7.4 **Work:** The term "work" includes labor or material, or both. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

GENERAL ELECTRICAL SPECIFICATIONS

1.0 GENERAL CONDITIONS

Lever Brothers Company "Instructions for Outside Contractors" and General Conditions for Contract Work GC-3 shall be considered part of these specifications.

2.0 CONTRACTOR'S RESPONSIBILITY

2.1 Certain items of material and equipment as indicated on drawings, may be furnished to the electrical contractor for installation by him.

Upon receipt of this material the contractor becomes entirely responsible for any losses or delays occasioned by its loss, damage or misuse.

On or before the completion of the job the electrical contractor shall return in good condition all material and equipment, originally furnished by Lever Brothers Company, that is not required or used on the job.

2.2 Procurement of Material and Equipment

All equipment necessary to complete the electrical installations shall be furnished by the Contractor. Utilities will be furnished to the Contractor by Lever Brothers Company; however, before any utility connections are made, approval must be received from the Lever field engineer. All material required, other than that being furnished by Lever as listed on drawings, shall be furnished by the electrical contractor.

2.3 Prosecution of Work

The electrical Contractor shall execute all work in a workman-like manner and in such a manner as not to interfere with the progress of the other trades. No excuse is acceptable for hindering and/or delaying work progress of other trades.

Added 15.

REFERENCES	NO.	DATE	REVISION	AP
Instructions for Outside Contractors	5	9/1/71	Rev. Par. 12.1, 12.6, 13.1	S.G.
GC-3: Contract Work	4	11/18	Revised Para: 14.1, Add Ref.	AB
ECS-1 Electrical Gen'l Notes	3	3/6/69	Revised Para: 6.0; 12.1 & 13.5	WKC
ECS-2 Electrical Legend- One Line	2	9/25/61	Revised Par. 1.0	WKC
Diag. & Power Layout	1	11/2/57	Retyped cover sheet	WKC
ECS-3 Electrical Legend- Elementary	0	11/1/57	Original Issue	WKC
Diagrams				
ECS-4 Electrical Legend - Lighting				
Layout				
		APPROVED		LEVER BROTHERS ENGINEERING DEPT. GENERAL SPECIFICATION ELECTRICAL WORK SPECIFICATION GS-5
		BY	DATE	

2.4 Differences Between Drawings and Code

The intent of all Lever Brothers Company electrical drawings and specifications is to be in accordance with the National Electrical Code and local governing codes and regulations.

In cases where there are differences between what is called for on the drawings and interpretations of governing codes, it shall be the Contractor's responsibility to insure that the installation is made according to code. At the time the job is bid, it will be the Contractor's responsibility to take exception to any such differences that appear on the drawings and take account of them in his original bid.

After the job is awarded it shall be the Contractor's sole responsibility to correct discrepancies, if any, between what is shown on the drawings and requirements of governing codes.

In general, electrical equipment is only approximately located on the design drawings; therefore, the electrical Contractor shall determine its exact location in the field.

2.5 Interferences

In the event that a dispute arises regarding responsibility for interferences, the work shall be performed by the particular Contractor or other trades as directed by the Lever Engineer.

3.0 STANDARDS FOR MATERIAL AND WORKMANSHIP

3.1 All material shall be new with type of enclosure as specified on the drawings and shall conform with the standards of the Underwriters Laboratories, Inc. in every case where such a standard has been established for the particular type of material in question. All work shall be executed in a workmanlike manner and shall present a neat mechanical appearance when completed.

3.2 The electrical contractor shall have present on the job at all times a person who is authorized to make decisions.

If in the opinion of Lever Brothers Company the work is being delayed by reason of the electrical contractor not having enough men on the job, the contractor shall immediately place more men on the job when requested by Lever's representative.

4.0 CODES, PERMITS AND INSPECTIONS

4.1 The installation shall comply with all local, county, or state law applying to electrical installations and with the regulations of the National Electrical Code. The contractor shall obtain and pay for all permits required by the city, county or state, and after completion of the work, shall furnish the owner with a certificate of final inspection, before receiving final payment.

5.0 GUARANTEE

5.1 The contractor shall leave the entire electrical system installed under this contract in proper working order tested and ready for operation.

6.0 STANDARDS

6.1 The following standards shall be considered as minimum standards:-
The standard rules of the Inst. of Electrical & Electronic Engineer
The Rules and Regulations of the National Board of Fire Underwriter (National Electrical Code); The National Electrical Manufacturers Association; National Bureau of Standards and The National Electric Safety Code.

7.0 GROUNDING

7.1 All metallic conduits, supports, cabinets and equipment shall be grounded in accordance with the governing code, even though not shown on the drawings. Lighting transformer neutrals shall be grounded. Additional grounding of outside tanks and outside structures shall be made as shown or noted on the drawings.

8.0 TRANSFORMERS

8.1 Transformers for power or lighting shall be dry type, class B insulation. Voltage and KVA rating shall be as indicated on the drawings.

9.0 SWITCHES AND PANELS

9.1 Where specified all power and feeder switches shall be enclosed safety switches, Type "A". Fused switches shall be provided with new fuses of the rating shown on the drawings.

Where specified, power and feeder air circuit breakers shall be Westinghouse Electric Company, Type Deion or equal, with ratings and special features as indicated on the drawings.

- 9.2 Power Panelboards shall be of standard dead front, safety type, consisting of panels and fused switches or circuit breakers of the number and sizes shown on the drawings. The construction shall consist of structural or formed steel frame carefully built into a rigid structure that will withstand handling and short circuit stresses without damage or misalignment. Panelboards shall, except as noted, be designed for floor mounting, with adequate pull space and ventilation. Circuit breakers shall be Westinghouse Electric Company, Type AB Deion or with ratings and special features as indicated on the drawings. Panelboard bases and disconnect means shall be equipped with solderless connectors or proper size for the wires indicated on the drawings.
- 9.3 Lighting Panelboards shall be furnished in accordance with drawing.
- 9.4 All cabinets shall be made of sheet steel and shall be provided with a hinged door with catch and lock. Cabinets shall bear the Underwriters Laboratories inspection label.
- 9.5 Maximum mounting height of all power and lighting panels shall be from the finished floor to the top of the panels, unless otherwise indicated on the drawings.

10.0 UNDERGROUND DUCT SYSTEM

- 10.1 Any underground system shall include all duct lines and appurtenances necessary to install all underground electrical, telephone and incidental services, as indicated on the drawings. All underground runs outside of buildings shall be buried to a minimum of 24 inches below finished grade, except where otherwise noted on the drawings. Duct runs shall be graded as indicated on the drawings.

Conduits for underground ducts shall be standard rigid steel conduit galvanized encased in concrete unless otherwise specified. Conduit shall have joints made up watertight. Conduits shall be laid true and even in the duct bank with nonmetallic spacers; and shall be securely tied and anchored to prevent displacement when concrete encasement is poured. Minimum concrete between conduits shall be 1" and minimum concrete covering conduits shall be 3". Concrete shall be 1-3-4 mix with red coloring admix. Small aggregate shall be used to insure complete fillage between the conduits.

Where conduits are run underground and not enclosed in concrete, they shall be of corrosion-resistant material and shall be completely surrounded by at least 4" of gravel, if in cinderfill, with 2" x 12" planking on top, for protection against excavation.

Conduits shall be protected from entrance of foreign material during construction and shall be rodged before pulling in cables.

11.0 CONDUITS AND RACEWAYS

- 11.1 Where conduits are embedded in concrete floor slabs they shall be standard rigid steel conduit, galvanized. Joints shall be set up tight and all unions shall be watertight. Conduits shall be run in as straight a line as possible, and shall have a minimum of 1" concrete covering, except when entering or leaving the slab.
- 11.2 Conduit for exposed runs shall be standard rigid steel, galvanized as indicated on the drawings. Exposed conduit runs shall be parallel or at right angles to structural members. Runs shall be straight true; elbows, offsets and bends shall be uniform and symmetrical. Rigid conduit shall have threaded couplings and fittings. Conduit shall be securely supported to structural members, supports to be eight feet maximum on centers. No running threads shall be permit

12.0 WIRE AND CABLES

- 12.1 All wire and cable shall be 98% conductivity copper. All wiring for power and for lighting circuits shall be type THW, 600V, unless otherwise specified. Joints shall be taped with "Scotch #33" tape approved equal.
- 12.2 Cable for high voltage circuits shall be rubber insulated neoprene jacketed rated 5000 volts with joints taped as recommended by the manufacturer, unless otherwise specified.
- 12.3 Wires shall be suitably protected from weather and damage during storage and handling and shall be in first-class condition when installed. Joints, taps and splices in wires larger than No. 6 shall be made with solderless connectors.
- 12.4 Cable supports and boxes shall be installed for all vertical feeder in accordance with the schedule in the National Electrical Code. Cable supports shall be of the split wedge type which clamps each conductor firmly, and tightens due to weight of cable.
- 12.5 Conductors shall not be drawn into conduit until the plaster or concrete is dry and conduit is free from moisture. When wires are pulled into conduits, sufficient slack shall be provided to permit the connection of fixtures, switches, etc., without additional splices.
- 12.6 No wire smaller than #12 shall be used except as specified on the drawings. Control wire shall be #14.

13.0 BOXES AND WIRING DEVICES

- 13.1 Pull boxes and junction boxes shall be constructed of sheet steel, gauge to correspond to NEMA standards for panelboards of comparable size unless otherwise indicated on drawings. Pull boxes shall have screw fastened covers and be painted inside and out for rust prevention. Junction boxes not over 150 cubic inches volume shall be standard outlet boxes.

Cast iron junction boxes of corrosion-resistant material with gasket and screw cover shall be used in dust or moist installations.

13.2 Ceiling outlet boxes and junction boxes shall be standard outlet boxes not less than 4" in diameter by 1-1/2" deep unless otherwise indicated on drawings. Flush mounted boxes shall have raised plastic ring cover. Boxes embedded in concrete shall be standard type deep concrete boxes.

13.3 Wall outlet boxes shall be standard square or rectangular outlet boxes unless otherwise indicated on drawings. Flush mounted boxes shall have raised cover for number of wiring devices indicated on drawings. Surface mounted boxes shall be 4" square with Appleton turned edge surface box covers, or equal.

13.4 Wall switches shall be tumbler type "T" rated, with bakelite handle unless otherwise indicated on drawings. Standard mounting height for switches shall be 4'-0" above the floor.

13.5 Receptacle outlets shall be standard duplex two wire three pole rated 15 amperes, 125 volts, unless otherwise indicated on drawings. Mounting height shall be as indicated on drawings.

14.0 MOTORS AND CONTROL

14.1 All motors 1/3 h.p. and above shall be three-phase, 440 volt unless otherwise indicated on the drawings. All motors shall have short circuit protection and shall be equipped with a starter or controller that will furnish overload protection unless that overload protection is built in by the manufacturer. Starters shall be of type indicated on the drawings. Motor Control Panels, where specified, shall be factory built units conforming to NEMA industrial control standards. Reset buttons shall be installed in all starter covers.

15.0 LIGHTING FIXTURES

15.1 Install lighting fixtures, lighting equipment and lamps for all lighting outlets as shown on the drawings and listed in the "Lighting Fixture Schedule", if any, including the connection of fixtures and equipment to the electric wiring of the building. All joints in fixture wiring shall be made up with approved solderless connectors. All outside fixtures shall be vapor proof unless otherwise specified. All lamps will be furnished by Lever Brothers Company.

15.2 All lighting fixtures mounted under platforms are to be mounted so to give a six foot, six inch clearance between the fixtures and the floor. Mounting heights of fixtures are indicated on drawings.

15.3 All fixtures shall be U.L. approved.

16.0 TELEPHONE SYSTEM

16.1 Where telephone systems are specified, conduit, raceways and outlet and terminal boxes shall be installed as shown on the drawings. All wire, instruments and wiring devices will be installed by others.

16.2 All terminal boxes for telephones shall be the size indicated on the drawings and shall have hinged covers. Boxes will be painted with coat of rust resisting primer inside and out.

17.0 FIRE PROTECTION SYSTEM

17.1 Where called for, the FP conduit, raceway system, and wiring, shall be installed as shown on the drawings. Electrical devices will be installed and connected by others.

18.0 MISCELLANEOUS SUPPORTS

18.1 The contractor shall furnish and install all angle iron, channel iron, rods, supports or hangers required to install and adequately support and mount electrical equipment called for by the plans or specifications. Unprotected ferrous metals will not be permitted.

19.0 CUTTING AND REPAIRING

19.1 All cutting required for electrical work into walls, floors, or other portions of the building and related equipment, shall be carefully done and repaired in an approved workmanlike manner. This work is the responsibility of the electrical contractor. No cutting into the structural parts of the building will be permitted unless approved by the Engineer.

20.0 PAINTING

20.1 All tool marks, abrasions, or other damage to the finish of exposed electrical raceways and to the interior or exterior of switchboards or other electrical equipment enclosures shall be painted to match the original finish.

21.0 DRAWINGS

21.1 The drawings as prepared by Lever Brothers Company shall be followed as closely as actual construction of the building, and work of other trades permit.

21.2 The Electrical Contractor is required to make or mark the following drawings:

- A. Any design prints which require any minor redesign, deviations and/or changes from the original design.
- B. Detail and field sketches or drawings showing and explaining any major redesign, deviations and/or changes from the design prints. These prints or sketches must be approved by Lever Brothers Company resident engineer before this contractor makes the deviations and/or changes on the jobsite.

Before or upon completion of this contract, the electrical contractor shall turn over a complete set of prints of all such above mentioned drawings in their entirety to Lever Brothers Company resident engineer.

The Contractor shall consult the drawings of other trades for verification of building and equipment details. Co-ordination of drawings and cooperation with other trades shall be mandated.

22.0 TESTING

22.1 The electrical Contractor shall conduct tests, upon completion, of all electrical installations. All tests are to be conducted in the presence of a Lever Brothers Company field engineer or a qualified Testing Laboratory Representative. Tests on the telephone system are to be made by others.

22.2 The Contractor is not responsible for any Unit Substation testing. All Unit Substation testing is to be conducted by the manufacturer of the equipment.

22.3 Tests, for which the Contractor is responsible, are the following:

22.31 Motors

Insulation resistance, continuity, and phasing tests are to be made on all motors.

22.32 Wiring

Instrumentation, alarm, control, lighting, and power circuit wiring tests are to be made with circuit breakers, panel boards, switches, control stations, and over-current devices in place.

Each circuit is to be tested for continuity and insulation resistance. In addition, 3 phase power and lighting circuits are to be tested phase to phase and phase to ground for insulation resistance.

22.33 Motor Control Centers

Upon completion of the motor control center installations, ready for service, the Contractor shall test the equipment for proper operation of the starters, contactors, and/or relays and coils.

An insulation and grounding test shall also be made for the wiring of the control centers.

22.34 Transformers

Continuity and insulation resistance tests are to be made on all transformer windings.

22.35 Grounding

Test the resistance between the grounding system and the ea
This resistance is not to exceed six ohms.

Issued: 12/1/75

Approved by:

T. J. Clevenger
G. P. Davidson
H. R. Macdonald
R. R. Siegel
A. J. Wells

LEVER BROTHERS COMPANY
SAFETY STANDARD NO. 2
FOR
CONSTRUCTION AND USE OF SCAFFOLDS

SECTION 1 - SCOPE, PURPOSE AND DEFINITIONS

1.1 - SCOPE

This standard establishes safety requirements for the construction, maintenance and use of scaffolds used in construction, alteration, demolition and maintenance of buildings and structures.

1.2 - PURPOSE

The purpose of this standard is to provide adequately for the safety of all employees who have occasion to work on or in the vicinity of scaffolds.

1.3 - DEFINITIONS

Below is a listing of scaffolds most commonly used by Lever employees. For additional types of scaffolding, OSHA standards and applicable State Codes shall be consulted.

Scaffolds - Shall mean a temporary elevated working platform used for the purpose of supporting workers and/or materials. The design load of all scaffolds shall be calculated on the basis of:

Light - Designed and constructed to carry a working load of 25 pounds per square foot.

Medium - Designed and constructed to carry a working load of 50 pounds per square foot.

Heavy - Designed and constructed to carry a working load of 75 pounds per square foot.

Independent Pole Scaffold - Shall mean a scaffold supported from the base by a double row of uprights or posts, independent of support from the walls and constructed of uprights, ledgers, horizontal platform bearers, and diagonal bracing.

Tube and Coupler Scaffolds - Shall mean a scaffold erected from four basic parts, (posts, bearers, runners and traces) galvanized steel tubes of various lengths, joined by fittings which lock to make a continuous tube, a standard, right angle coupler for joining members at right angles, adjustable couplers for joining members at other than right angles, and bases, on which the scaffold is erected.

Suspended Scaffold - Shall mean a scaffold, the platform of which is supported by stirrups or hangers at least at two points, suspended from overhead supports in a manner to permit raising or lowering to suit required position.

Horse Scaffold - Shall mean a scaffold supported by two (2) or more frames, each having four (4) legs.

Lean-to or Jack Scaffold - Shall mean a scaffold consisting of two (2) or more supports, each with two (2) legs and a cross member which bears against a substantial object.

Shore Scaffold - Shall mean a bracket-type scaffold, consisting of a platform and lower section at right angles to the platform, supported by a leg or legs extending from the ground or floor at an angle to the bottom edge of the platform where it bears against a wall or other substantial object.

Boatswain's Chair - Shall mean a seat to support a workman in a sitting position, supported by manila or wire rope slings attached to a suspension rope.

SECTION 2 - GENERAL REQUIREMENTS

2.1 The footing or anchorage for scaffolding shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement.

2.2 Guardrails and toeguards shall be installed on all open sides and ends of platforms more than 10 feet above the ground or floor except:

2.2.1 When the scaffolding is totally within the interior of the building and covering the entire floor area of any room therein and not having any sides exposed to a hoistway, elevator shaft, stairwell, or any other floor opening.

2.3 Guardrails shall be 2" X 4" lumber or the equivalent, not less than 36 inches or more than 42 inches high, with a midrail (when required) of 1" X 4" lumber or the equivalent. Supports should not exceed intervals of ten feet and shall be 4" X 4" lumber or the equivalent.

- 2.4 Toeboards shall be a minimum of four (4) inches high.
- 2.5 All scaffolds and their supports shall be capable of supporting the load they are designed to carry with a safety factor of at least four (4).
- 2.6 Scaffolds shall not be altered or moved horizontally while they are in use or occupied.
- 2.7 Employees shall not work on exterior scaffolds during storms or high winds.
- 2.8 Scaffolds shall be cleared of ice, snow, grease, oils or other substances which may be conducive to slippery and unsafe working conditions.
- 2.9 Scaffolds shall not be overloaded nor, in any case, shall the strength of the scaffold be impaired to less than that required for the work intended.
- 2.10 An access ladder or equivalent safe access shall be provided.
- 2.11 All lumber used in construction of scaffolds shall be spruce, fir, long leaf yellow pine, oregon pine or wood equal to strength. Hemlock, short leaf yellow pine, or short fibre lumber shall not be used.
- 2.12 Side screens shall be provided on scaffolds in all cases where persons are required to walk or pass under the scaffold.
- 2.13 Materials hoisted onto a scaffold shall have a guide line.
- 2.14 Platform planking shall not be less than two inches (2") in thickness and ten inches (10") in width.
 - 2.14.1 All planking or platforms shall be overlapped end to end (Minimum 12 inches) or secured from movement.
 - 2.14.2 Scaffold planks shall extend over their end supports not less than 6 inches nor more than 12 inches.
 - 2.14.3 Platform planks shall be laid with their edges close together so that, the platform will be tight with no spaces through which tools or fragments of material can fall.
 - 2.14.4 Where the ends of planks abut each other to form a flush floor, the butt joint shall be at the center line of a pole. The abutted ends shall rest on separate bearers.
 - 2.14.5 Intermediate beams shall be provided where necessary to prevent dislodgment of planks due to deflection, and the ends shall be nailed or cleated to prevent their dislodgment.

- 2.15 None but skilled workers, as determined by Mechanical Supervision, shall be employed in the erection of scaffolds, and the work shall be done under the direct supervision of a person familiar with scaffold erection and who will take such precautions to insure safety and compliance to this standard.

SECTION 3 - SPECIFIC REQUIREMENTS

3.1 Independent Pole Scaffolds

- 3.1.1 The inner row of poles shall be set as near the wall of the building or structure to be worked on, as practicable, and allow workers sufficient working space.
- 3.1.2 All pole uprights shall be set plumb.
- 3.1.3 Diagonal bracing shall be provided to prevent the poles from moving in a direction parallel with the wall of the building or from buckling.
- 3.1.4 Cross bracing shall be provided between the inner and outer sets of poles in independent pole scaffolds. The free ends of pole scaffolds shall be cross braced.
- 3.1.5 Full diagonal face bracing shall be erected across the entire face of pole scaffolds in both directions. The braces shall be spliced at the poles.
- 3.1.6 All wood pole scaffolds 60 feet or less in height shall be constructed and erected in accordance with tables D-7 through D-12, (Attachment.)
- a) If they are over 60 feet in height, they shall be designed by a registered professional engineer and constructed and erected in accordance with such design.
- 3.1.7 Scaffolds shall be secured to permanent structures, through the use of anchor bolts, reveal bolts or other equivalent means. Window cleaners anchor bolts shall not be used.
- 3.1.8 Where the height or length exceeds 25 feet, the scaffold shall be secured at intervals not greater than 25 feet horizontally or vertically.
- 3.1.9 Adequate protection shall be provided where necessary to prevent trucks or other moving equipment from running into scaffolding.

3.2 Tube and Coupler Scaffolds

- 3.21. A light-duty tube and coupler scaffold shall have all post, bearers, runners, and bracing of nominal 2-inch O.D. steel tubing or equivalent.
- a) The posts shall be spaced no more than 6 feet apart

- 3.2.2 A medium-duty tube and coupler scaffold shall have all posts, runners, and bracing of nominal 2-inch O.D. steel tubing or equivalent.
- a) Posts spaced not more than 6 feet apart by 8 feet along the length of the scaffold shall have bearers of nominal $2\frac{1}{2}$ inch O.D. steel tubing or equivalent.
 - b) Posts spaced not more than 5 feet apart and 8 feet along the length of the scaffold shall have bearers of nominal 2-inch O.D. steel tubing or equivalent.
- 3.2.3 A heavy-duty tube and coupler scaffold shall have all posts, runners, and bracing of nominal 2-inch O.D. steel tubing or equivalent.
- a) Posts spaced not more than 6 feet apart by 6 feet 6 inches along the length of the scaffold.
- 3.2.4 Tube and coupler scaffolds shall be limited in heights and working levels to those permitted in Tables 0-13, 14 and 15. (Attachment)
- 3.2.5 Posts shall be accurately spaced, erected on suitable bases, and maintained plumb.
- 3.2.6 Bearers shall be at least 4-inches but not more than 12-inches longer than the post spacing or runner spacing.
- 3.2.7 Cross bracing shall be installed across the width of the scaffold at least every third set of posts horizontally and every fourth runner vertically.
- 3.2.8 The entire scaffold shall be affixed to and securely braced against the building at intervals not to exceed 30-feet horizontally and 26-feet vertically.

3.3 - Suspended Scaffold

- 3.3.1 Wire or fibre rope used for scaffold suspension shall be capable of supporting at least six (6) times the intended load.
- 3.3.2 All parts of the scaffold such as bolts, nuts, fittings, clamps, wire rope, and outrigger beams and their fastenings, shall be maintained in sound and good working condition and shall be inspected before each installation and periodically thereafter.
- 3.3.3 The free end of the suspension wire ropes shall be equipped with proper size thimbles and be secured by splicing or other equivalent means.
- 3.3.4 The running end shall be securely attached to the hoisting drum and at least four (4) turns of the rope shall remain on the drum.
- 3.3.5 Overhead protection shall be provided on the scaffold, not more than 9-feet above the platform, consisting of 2-inch planking or material of equivalent strength laid tight, when workers are working on the scaffold and an overhead hazard exists.

- 3.3.6 The hangers of suspension scaffolds shall be made of wrought iron, mild steel or other equivalent material having a cross-sectional area capable of sustaining six (6) times the maximum intended load.
- 3.3.7 The roof irons or hooks shall be of wrought iron, mild steel or other equivalent material of proper size and design securely installed and anchored.
 - a) Tiebacks of three-fourths inch manila rope or the equivalent shall serve as a secondary means of anchorage.
- 3.3.8 The blocks for fibre ropes shall be of standard six (6) inch size consisting of at least one (1) double and one (1) single block. The sheaves of all blocks shall fit the size of the rope used.
- 3.3.9 All wire ropes, fibre ropes, slings, hangers, platforms and their supporting parts shall be inspected before every installation. Daily inspections shall be made while the scaffold is in use.
- 3.3.10 On suspension scaffolds designed for a working load of 500 pounds no more than two people shall be permitted to work at one time. On suspension scaffolds with a working load of 750 pounds, no more than three people shall be permitted to work at one time.
- 3.3.11 Each worker shall be protected by wearing a safety lifebelt attached to a lifeline.
 - a) The lifeline shall be securely attached to substantial members of the structure (not scaffold) or to securely rigged lines, which will safely suspend the worker in case of a fall.
- 3.3.12 Where acid solutions are used, fibre ropes are not permitted unless acid-proof.
- 3.3.13 Scaffolds shall be secured to the building or structure to prevent them from swaying.

3.4 - Horse Scaffolds

- 3.4.1 All horses used for scaffold purposes shall be rigid and of solid, strong construction. They shall be maintained in a state of good repair.
- 3.4.2 Horse scaffolds shall not be constructed or arranged more than two (2) tiers or 10 feet high.
- 3.4.3 The members of the horses shall not be less than specified below:

<u>Members</u>	<u>Dimensions (inch</u>
Horizontal members or bearers	3 by 4
Legs.....	1½ by 4½
Longitudinal brace between legs	1 by 6
Gusset brace at tope of legs	1 by 6
Half diagonal braces.....	1½ by 4½

- 3.4.4 Horses shall not be spaced more than 5 feet for medium duty and not more than 8 feet for light duty.
- 3.4.5 When arranged in tiers, each horse shall be placed directly below the horse in the tier below. On all scaffolds arranged in tiers, the legs shall be nailed down to the planks to prevent displacement or thrust and each tier shall be substantially cross braced.
- 3.4.6 Horses or parts that have become defective shall not be used.

SECTION 4 - PROHIBITED TYPES OF SCAFFOLDS

- 4.1 Lean to or Jack scaffolds, shore scaffolds, barrels, boxes, loose bricks or similar unstable objects shall not be used to support scaffolds or used as scaffolds.
- 4.2 Bracket scaffolds shall not be used unless through-bolted, welded to a substantial object or hooked over a supporting member. The platform shall be at least two (2) planks wide.

WALKING-WORKING SURFACES

TABLE D-7—MINIMUM NOMINAL SIZE AND MAXIMUM SPACING OF MEMBERS OF SINGLE POLE SCAFFOLDS LIGHT DUTY

	Maximum height of scaffold	
	20 feet	60 feet
Uniformly distributed load.....	Not to exceed 25 pounds per square foot.	
Poles or uprights.....	2 by 4 in.	4 by 4 in.
Pole spacing (longitudinal).....	6 ft. 0 in.	10 ft. 0 in.
Pole spacing (transverse).....	5 ft. 0 in.	5 ft. 0 in.
Bearers or putlogs to 3 ft. 0 in. width.....	2 by 4 in.	2 by 4 in.
Bearers or putlogs to 3 ft. 0 in. width.....	2 by 6 in. or 3 by 4 in.	2 by 6 in. or 3 by 4 in.
Ledgers.....	1 by 4 in.	1 1/2 by 4 in.
Planking.....	1 1/2 by 9 in. (rough)	2 by 9 in.
Vertical spacing of horizontal members.....	7 ft. 0 in.	7 ft. 0 in.
Bracing, horizontal and diagonal.....	1 by 4 in.	1 by 4 in.
Tie-ins.....	1 by 4 in.	1 by 4 in.
Toeboards.....	1 in. high (minimum)	1 in. high (minimum)
Guardrail.....	2 by 4 in.	2 by 4 in.

All members except planking are used on edge.

(17) Wood-pole scaffolds shall not be erected beyond the reach of effective firefighting apparatus.

TABLE D-8—MINIMUM NOMINAL SIZE AND MAXIMUM SPACING OF MEMBERS OF SINGLE POLE SCAFFOLDS

MEDIUM DUTY	
Uniformly distributed load.....	Not to exceed 50 pounds per square foot.
Maximum height of scaffold.....	60 ft.
Poles or uprights.....	4 by 4 in.
Pole spacing (longitudinal).....	8 ft. 0 in.
Maximum width of scaffold.....	5 ft. 0 in.
Bearers or putlogs.....	2 by 9 in. or 3 by 4 in.
Spacing of bearers or putlogs.....	8 ft. 0 in.
Ledgers.....	2 by 9 in.
Vertical spacing of horizontal members.....	9 ft. 0 in.
Bracing, horizontal.....	1 by 6 in. or 1 1/2 by 4 in.
Bracing, diagonal.....	1 by 4 in.
Tie-ins.....	1 by 4 in.
Planking.....	2 by 9 in.
Toeboards.....	4 in. high (minimum).
Guardrail.....	2 by 4 in.

All members except planking are used on edge.

TABLE D-9—MINIMUM NOMINAL SIZE AND MAXIMUM SPACING OF MEMBERS OF SINGLE POLE SCAFFOLDS

HEAVY DUTY	
Uniformly distributed load.....	Not to exceed 75 pounds per square foot.
Maximum height of scaffold.....	60 ft.
Poles or uprights.....	4 by 4 in.
Pole spacing (longitudinal).....	6 ft. 0 in.
Maximum width of scaffold.....	5 ft. 0 in.
Bearers or putlogs.....	2 by 9 in. or 3 by 6 in. (rough).
Spacing of bearers or putlogs.....	6 ft. 0 in.
Ledgers.....	2 by 9 in.
Vertical spacing of horizontal members.....	6 ft. 6 in.
Bracing, horizontal and diagonal.....	2 by 4 in.
Tie-ins.....	1 by 4 in.
Planking.....	2 by 9 in.
Toeboards.....	4 in. high (minimum).
Guardrail.....	2 by 4 in.

All members except planking are used on edge.

TABLE D-10—MINIMUM NOMINAL SIZE AND MAXIMUM SPACING OF MEMBERS OF INDEPENDENT POLE SCAFFOLDS LIGHT DUTY

	Maximum height of scaffold	
	20 feet	60 feet
Uniformly distributed load.....	Not to exceed 25 pounds per square foot.	
Poles or uprights.....	2 by 4 in.	4 by 4 in.
Pole spacing (longitudinal).....	6 ft. 0 in.	10 ft. 0 in.
Pole spacing (transverse).....	6 ft. 0 in.	10 ft. 0 in.
Ledgers.....	1 1/2 by 4 in.	1 1/2 by 4 in.
Bearers to 3 ft. 0 in. span.....	2 by 4 in.	2 by 4 in.
Bearers to 10 ft. 0 in. span.....	2 by 6 in. or 3 by 4 in.	2 by 9 in. (rough) or 3 by 6 in.
Planking.....	1 1/2 by 9 in.	2 by 9 in.
Vertical spacing of horizontal members.....	7 ft. 0 in.	7 ft. 0 in.
Bracing, horizontal and diagonal.....	1 by 4 in.	1 by 4 in.
Tie-ins.....	1 by 4 in.	1 by 4 in.
Toeboards.....	4 in. high	4 in. high (minimum).
Guardrail.....	2 by 4 in.	2 by 4 in.

All members except planking are used on edge.

TABLE D-11—MINIMUM NOMINAL SIZE AND MAXIMUM SPACING OF MEMBERS OF INDEPENDENT POLE SCAFFOLDS

MEDIUM DUTY	
Uniformly distributed load.....	Not to exceed 50 pounds per square foot.
Maximum height of scaffold.....	60 ft.
Poles or uprights.....	4 by 4 in.
Pole spacing (longitudinal).....	8 ft. 0 in.

MEDIUM DUTY—continued

Pole spacing (transverse).....	8 ft. 0 in.
Ledgers.....	2 by 9 in.
Vertical spacing of horizontal members.....	6 ft. 0 in.
Spacing of bearers.....	8 ft. 0 in.
Bearers.....	2 by 9 in. (rough) or 2 by 10 in.
Bracing, horizontal.....	1 by 6 in. or 1 1/2 by 4 in.
Bracing, diagonal.....	1 by 4 in.
Tie-ins.....	1 by 4 in.

TABLE D-11—Continued
MEDIUM DUTY—continued

Planking.....	2 by 9 in.
Toeboards.....	4 in. high (minimum).
Guardrail.....	2 by 4 in.

All members except planking are used on edge.

TABLE D-12—MINIMUM NOMINAL SIZE AND MAXIMUM SPACING OF MEMBERS OF INDEPENDENT POLE SCAFFOLDS

HEAVY DUTY	
Uniformly distributed load.....	Not to exceed 75 pounds per square foot.
Maximum height of scaffold.....	60 ft.
Poles or uprights.....	4 by 4 in.
Pole spacing (longitudinal).....	6 ft. 0 in.
Pole spacing (transverse).....	8 ft. 0 in.
Ledgers.....	2 by 9 in.
Vertical spacing of horizontal members.....	4 ft. 6 in.
Bearers.....	2 by 9 in. (rough).
Bracing, horizontal and diagonal.....	2 by 4 in.
Tie-ins.....	1 by 4 in.
Planking.....	2 by 9 in.
Toeboards.....	4 in. high (minimum).
Guardrail.....	2 by 4 in.

All members except planking are used on edge.

TABLE D-13—TUBE AND COUPLER SCAFFOLDS LIGHT DUTY

Uniformly distributed load.....	Not to exceed 25 p.s.f.
Post spacing (longitudinal).....	10 ft. 0 in.
Post spacing (transverse).....	6 ft. 0 in.

Working levels	Additional planked levels	Maximum height
1	8	125 ft.
2	4	125 ft.
3	0	81 ft. 0 in.

TABLE D-14—TUBE AND COUPLER SCAFFOLDS MEDIUM DUTY

Uniformly distributed load.....	Not to exceed 60 p.s.f.
Post spacing (longitudinal).....	8 ft. 0 in.
Post spacing (transverse).....	6 ft. 0 in.

Working levels	Additional planked levels	Maximum height
1	8	125 ft.
2	0	78 ft. 0 in.

TABLE D-15—TUBE AND COUPLER SCAFFOLDS HEAVY DUTY

Uniformly distributed load.....	Not to exceed 75 p.s.f.
Post spacing (longitudinal).....	6 ft. 6 in.
Post spacing (transverse).....	6 ft. 0 in.

Working levels	Additional planked levels	Maximum height
1	8	125 ft.

(c) Tube and coupler scaffolds. (1) A light-duty tube and coupler scaffold shall have all posts, bearers, runners, and bracing of nominal 2-inch O.D. steel tubing. The posts shall be spaced no more than 6 feet apart by 10 feet along the length of the scaffold. Other structural metals when used must be designed to carry an equivalent load.

Issued: 03/09/48
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Revised: 05/07/68
Revised: 12/01/75

Approved by:

T. J. Clevenger
G. P. Davidson
H. R. Macdonald
R. R. Siegel
A. J. Wells

LEVER BROTHERS COMPANY
SAFETY STANDARD NO. 3
FOR
PROTECTION OF EMPLOYEES
AGAINST THE MECHANICAL HAZARDS OF
ELECTRICALLY POWER-DRIVEN MECHANICAL EQUIPMENT

SECTION 1 - SCOPE, PURPOSE AND DEFINITIONS

1.1 - SCOPE

This standard applies to the performance of any work on mechanical equipment driven by electric power.

1.2 - PURPOSE

The purpose of this standard is to provide adequately for the safety of all employees who have occasion to work on or operate electric powered mechanical equipment.

1.3 - RESPONSIBILITY

It is the responsibility of departmental supervision to insure that each employee is instructed in the use of the local safety disconnect switch. It is also supervision's responsibility to insure that all sections of this standard are followed. It is the responsibility of every employee to follow these safe practices and to report any unsafe condition immediately and such cases shall be given immediate attention.

*SUPT.
SUPERVISOR
FOREMAN.*

1.4 - DEFINITIONS

Work - This word applies to cleaning, adjusting or repairing equipment or doing any job which might cause injury by contact with moving machine parts, such as using hands to remove material from a machine.

Local Safety Disconnect Switch - A switch installed specifically for the purpose of protecting operating personnel that opens both the control circuit and the power circuit. See sketch on page 4. This switch may

ORDERED FOR: NAME: DIVISION: DEPARTMENT: CHARGE TO ACCOUNT:
 0023165 09062 2100 200 000 6543337000

H-270-01-875

LEVER BROTHERS COMPANY

(INCORPORATED)

PURCHASE ORDER NO. HJ8707166

THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: **HYRE ELECTRIC COMPANY**
 2655 GARFIELD STREET
 RICHLAND, IN 46322

SHIP MATERIAL OR PERFORM SERVICES AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.

DELIVER TO: 1200 CALUMET AVENUE
 HAMMOND, IN 46320

CONTROL NO. 1121-002-0000-00000

PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER <u>10-21-87</u>	DELIVERY REQUIRED	TERMS NET 30-10% RETAINER
SHIP VIA		F.O.B. INSTALLED

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				<p>OUT THE TERMS OF THE CONTRACT AND ANY AND ALL WORK ORDERS FOR ADDITIONS THERETO, ALL AS A CONDITION OF PAYMENTS BY THE OWNER ON ACCOUNT OF THIS CONTRACT, OR ON ACCOUNT OF ANY OF SAID WORK ORDERS FOR ADDITIONS THERETO. PAYMENTS MADE BY THE OWNER WITHOUT REQUIRING STRICT COMPLIANCE WITH THE TERMS OF THIS PARAGRAPH SHALL NOT BE CONSTRUED AS A WAIVER BY THE OWNER OF THE RIGHT TO INSIST UPON SUCH COMPLIANCE AS A CONDITION OF LATER PAYMENTS.</p> <p>IF AT ANY TIME THERE SHALL BE EVIDENCE OF THE EXISTENCE, WHETHER OR NOT SAME HAS BEEN ASSERTED, OF ANY LIEN OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR DEFAULT IN PERFORMANCE OF THE CONTRACT FOR WHICH THE OWNER OR REPRESENTATIVES OF THE OWNER OR ANY PROPERTY OF EITHER OR ANY PROPERTY INSTALLED ON THE PREMISES MIGHT BE OR BECOME LIABLE, THEN THE OWNER SHALL HAVE THE RIGHT TO RETAIN OUT OF ANY PAYMENT THEN DUE OR THEREAFTER TO BECOME DUE, IN ADDITION TO THE AMOUNTS SET FORTH IN THE CONTRACT, AN AMOUNT SUFFICIENT TO DISCHARGE SUCH LIEN OR SATISFY SUCH CLAIM AND TO REIMBURSE THE OWNER AND/OR THE REPRESENTATIVES OF THE OWNER FOR ALL COSTS AND EXPENSES IN CONNECTION THEREWITH, INCLUDING REASONABLE</p>		

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US
 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

PLEASE EXECUTE AND RETURN PROMPTLY

37733

Exhibit A

ACKNOWLEDGMENT

Scott Richardson
 BY (AUTHORIZED SIGNATURE)

Hyre Electric Co | *10/29/87*
 FOR (FIRM NAME) | DATE

PURCHASED BY
[Signature]
 AUTHORIZED SIGNATURE

J. Grebell
 F. S. WALTERS
 (PURCHASING VICE PRESIDENT)

Local Safety Disconnect Switch - commonly be referred to as drumswitch,
(Continued) furnace switch or barrel switch.

Power Disconnect Switch - A device installed specifically to comply with the National Electrical Code, located either locally or in a motor center to interrupt the power circuit and the control circuit either manually or automatically.

SECTION 2 - SWITCHES LOCATION, TYPE AND IDENTIFICATION

2.1 - Principles

For the protection of employees, there must be a device that prevents the accidental operation of a motor while the employee is working on/or in the machine. When, for engineering reasons, it is not practical to install the power disconnect switch next to the operator's station; a separate local safety disconnect switch shall be provided. All local safety and power disconnect switches, regardless of location, shall be of a type which can be padlocked in the "OFF" position. Power disconnect switches may be used as local safety disconnect switches when they are suitably located; that is "in line of sight" of the operator.

- 2.1.1 All switches shall be conspicuously identified to indicate the machine or machines which they control and the power source location as well.

SECTION 3 - PROCEDURE

3.1 - General

- 3.1.1 Before work is performed on any machine which has an automatic starting device in any vessel that is equipped with an internal mechanical mixer, on any screw conveyor or superflow, an electrician shall remove the power fuses or disconnect the motor leads at the starter and the person performing the work shall lock and tag the power disconnect switch in the "OFF" position.
- 3.1.2 In all other instances of work on electric power driven mechanical equipment, the power or local safety disconnect switch shall be locked and tagged in the "OFF" position except as specifically provided otherwise in this standard.
- 3.1.3 Whenever two or more people are working on equipment in such a manner as to be exposed to injury, a multiple-locking device shall be used and each worker shall secure his lock to this device, locking the power or local safety disconnect switch in the "OFF" position.
- 3.1.4 In every case after taking the required precautions against inadvertent starting of the machine, a check shall be made by operating the starting device to make sure that the machine does not start.

3.2 - Mechanical Crafts (Except Oilers)

- 3.2.1 Before performing any work on a piece of mechanical equipment, the mechanic shall lock the power or local safety disconnect switch in the "OFF" position and a Mechanical Work Authorization Card or the Mechanical Requisition shall be signed as outlined in Safety Standard No. 5, "Safety Authorization for Mechanical Work".
- 3.2.2 Whenever there is a change of mechanic on the job, the safety authorization procedure shall be reinitiated including the relocking of disconnect switches.

3.3 - Oilers

- 3.3.1 In instances where grease and oil fittings can be reached without danger of contact with moving parts, the machine may be lubricated while in operation.
- 3.3.2 In all other instances, the oiler shall lock the local safety disconnect switch in the "OFF" position before performing work.
- 3.3.3 Oiling lists shall contain specific instructions as to whether a given machine shall be locked out or lubricated while in operation.

3.4 - Machine Operators

- 3.4.1 Where possible, approved implements such as sticks, hooks, brushes, etc., shall be provided and used to avoid reaching into machinery.
- 3.4.2 Before performing work which is expected to continue for five minutes or more, the local safety disconnect switch shall be locked in the "OFF" position.
- 3.4.3 Before performing work which is expected to last less than five minutes, the local safety disconnect switch shall be placed in the "OFF" position and secured by a device approved by the Safety Superintendent, which prevents inadvertent operation of the switch.

3.5 - Machine Maintenance Mechanics

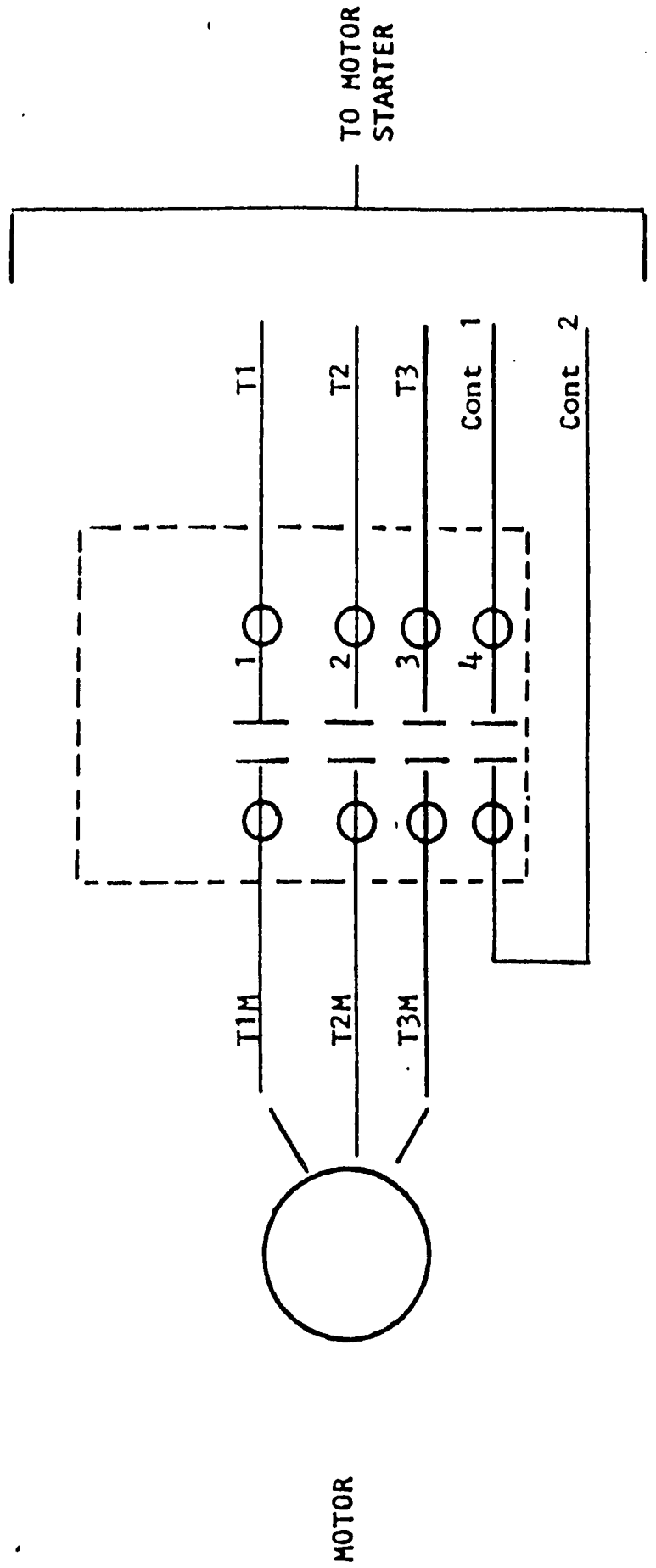
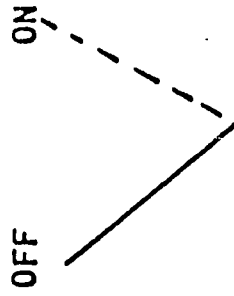
All of the provisions of "Article 3.4" apply to machine maintenance mechanics.

DISCONNECT SWITCH SCHEMATIC

SEQUENCE:

CLOSING - Power Contacts 1, 2 & 3
(ON) Make Before Control
Contact 4.

OPENING - Control Contact 4
(OFF) Breaks Before
Power Contacts 1, 2 & 3



Issued: 05/26/49
Revised: 09/01/60
Revised: 12/01/75

Approved by:

T. J. Clevenger
G. P. Davidson
H. R. Macdonald
R. R. Siegel
A. J. Wells

LEVER BROTHERS COMPANY
SAFETY STANDARD NO. 6
FOR
CONSTRUCTION, CARE AND USE OF LADDERS

SECTION 1 - SCOPE AND OBJECT

1.1 - SCOPE

This standard applies to all company-operated establishments.

1.2 - OBJECT

The purpose of this standard is to provide for proper design, construction, selection and care of ladders in the interest of preventing personal injuries.

SECTION 2 - DESIGN AND CONSTRUCTION

2.1 The design and construction of all portable and fixed ladders shall, where applicable, comply with the following codes except where specific provisions in this standard conflict.

American National Standard Institute (ANSI) - Safety Code for Portable Wood Ladders - (A14.1 - 1968 and A14.1A - 1972)

American National Standard Institute (ANSI) - Safety Code for Portable Metal Ladders - (A14.2 - 1972)

American National Standard Institute (ANSI) - Safety Code for Fixed Ladders - (A14.3 - 1974)

American National Standard Institute (ANSI) - Safety Code for Job Made Ladders - (A14.4 - 1973)

SECTION 3 - SPECIFIC PROVISIONS

3.1 - Stepladders

Platform ladders shall be substituted for the conventional stepladder where space limitations make it reasonable to do so.

3.2 - Mobile Ladder Stands

All mobile ladder stands with casters or wheels shall have positive locking devices to prevent movement while in use.

3.3 - Portable Straight Ladders

All portable straight ladders shall be equipped with hooks or ladder shoes suitable for the service for which the ladder is intended.

3.4 - Portable Metal Ladders

All portable metal ladders shall be legibly marked with signs affixed reading, "Caution - Do Not Use Around Electrical Equipment." Legend color shall be black on yellow background.

3.5 - Fixed Ladders

Fixed ladders, more than twenty feet in length or those so located that a person could fall more than twenty feet, shall be equipped with cage or basket guards.

In new installations, stairways shall be substituted for fixed ladders in all instances except where it is impractical to do so or frequency of use does not warrant the installation of stairs, as determined jointly by Engineering and Safety. All new fixed ladders shall be equipped with Morton-Kass metal treads or approved equal.

3.6 - Ship's Ladders

No new ship's ladders shall be installed.

SECTION 4 - IDENTIFICATION

4.1 All portable ladders shall be marked with the name of the department which is responsible for them. In addition, ladders shall be numbered for individual identification in departments which maintain a supply of two or more.

The marking shall be permanent (e.g. brand, stencil, brass tag, etc.) and located on the inner side of the right side rail between the second and third steps from the bottom.

SECTION 5 - INSPECTION AND MAINTENANCE

5.1 Each department shall be responsible for the maintenance and monthly inspection of its ladders. Each department shall maintain the ladder log of all its ladders and enter, upon that log, the monthly inspection results for each of its ladders.

- 5.2 Ladders which are unfit for use shall be tagged out of service and under no circumstances shall a tagged ladder be used until it is properly repaired and the tag is removed by Departmental Supervision.
- 5.3 Wooden ladders shall be kept coated with a suitable transparent preservative material. Preservative materials which can cause slippery footing on treads shall not be used.

SECTION 6 - STORAGE OF PORTABLE LADDERS

- 6.1 All portable ladders assigned to a department shall be properly stored in designated areas. Wood ladders should not be stored near sources of heat or where subject to excessive dampness.

SECTION 7 - PURCHASES - PORTABLE LADDERS

- 7.1 All requisitions for new portable ladders shall be checked by the Plant Engineering Manager or his designee before orders are placed to insure adherence to this standard.

DATE OF ORDER

DELIVERY REQUIRED

TERMS TO LEVER BROS. AT THIS ADDRESS

TERMS

BY 50-15% RETAINED

SHIP VIA

F.O.B.

INSTALLED

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				<p>ATTORNEY'S FEES; AND THE OWNER AT ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO SO APPLY ANY AMOUNTS SO RETAINED IF THE CONTRACTOR DOES NOT HAVE SAID LIEN OR CLAIM DISCHARGED OR SATISFIED WITHIN TEN (10) DAYS AFTER NOTICE. NEITHER THE FINAL PAYMENT NOR ANY PART OF THE RETAINED PERCENTAGE SHALL BECOME DUE UNTIL THE CONTRACTOR SHALL DELIVER TO THE OWNER A COMPLETE RELEASE OF ALL LIENS ARISING OUT OF THE CONTRACT, OR RECEIPTS IN FULL IN LIEU THEREOF AND AN AFFIDAVIT THAT, SO FAR AS HE HAS KNOWLEDGE OR INFORMATION, THE RELEASES AND RECEIPTS COVER ALL THE LABOR AND MATERIAL FOR WHICH A LIEN COULD BE FILED. CONTRACTOR SHALL, IF ANY SUBCONTRACTOR REFUSES TO FURNISH A RELEASE OR RECEIPT IN FULL, FURNISH A BOND SATISFACTORY TO THE OWNER TO INDEMNIFY IT AGAINST ANY AND ALL LIENS OR CLAIMS WHICH MAY AT ANY TIME BE FILED OR ASSERTED BY SUCH SUBCONTRACTOR.</p> <p>IF THE AMOUNTS RETAINED BY THE OWNER ARE SUFFICIENT FOR THE AFORESAID PURPOSES, OR IF ANY SUCH LIEN OR CLAIM REMAINS UNDISCHARGED OR UNSATISFIED AFTER ALL PAYMENTS HAVE BEEN MADE TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL PROMPTLY REFUND TO THE OWNER ALL MONIES THAT</p>		

SECURITY OF INFORMATION
IS GOOD BUSINESS
FOR BOTH OF US

WE DEPEND UPON YOU TO KEEP
ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL —

PLEASE EXECUTE AND RETURN PROMPTLY

37734

Exhibit A

ACKNOWLEDGMENT

PURCHASED BY

AUTHORIZED SIGNATURE

F. S. WALTERS

(PURCHASING VICE PRESIDENT)

Scott Richardson

BY (AUTHORIZED SIGNATURE)

Hyre Electric Co.

FOR (FIRM NAME)

10/29/07

DATE

ORDERED FOR: NAME DIVISION DEPARTMENT CHARGE TO ACCOUNT
 100 17 21 LAF 003 355 45000 PLUG 200 000 6543337000

H-270-01-9/75

LEVER BROTHERS COMPANY

(INCORPORATED)

PURCHASE ORDER NO. H1707160
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: F.Y. ...
 280 ...
 1114 ...

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.
 DELIVER TO: 1200 CALUMET AVENUE
 HAMMOND, IN 46320

CONTROL NO. 1114-000-000-000.0

PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER	DELIVERY REQUIRED	TERMS
SHIP VIA	F.O.B.	

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				<p>1. ...</p> <p>2. ...</p>		

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US
 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

PLEASE EXECUTE AND RETURN PROMPTLY

37733

Scott Richardson
 BY (AUTHORIZED SIGNATURE)
Home Electric
 FOR (FIRM NAME)
 DATE

PURCHASED BY
[Signature]
 AUTHORIZED SIGNATURE
[Signature]
 F. S. WALTERS
 (PURCHASING VICE PRESIDENT)

ACKNOWLEDGMENT

PARCEL 1:

A part of the U. S. Government Lots Number One (1) and Number Two (2) in the East One-half (E 1/2) of Section One (1), Township Thirty-Seven (37) North, Range Ten (10) West of the Second Principal Meridian, Lake County, Indiana, described as:

Commencing at a point seventeen and three-tenths feet (17.3') North of the Southeast corner of said U. S. Government Lot Number One (1), Thence North Eight Hundred Eighty-nine and twenty-one one hundredths feet (889.21') on the East line of said Section One (1) to a point Fifty feet (50') southwesterly by a rectangular measurement from the center line of the One Hundred Foot (100') right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway; thence Northwesterly Thirteen Hundred Fifty-five and thirty-four One-hundredths feet (1355.34') parallel to and fifty feet (50') southwesterly by rectangular measurement from said center line of the railroad right-of-way to the Wolf River center line, as established by agreement dated December 3rd, 1903, thence southwesterly seven hundred thirty-seven and twenty-two one-hundredths feet (737.22') on said center line to the original center line of Indianapolis Boulevard (before same was widened to one hundred feet (100') by an addition of twenty feet (20') along the northeasterly side thereof; thence Southeasterly fifteen hundred one and seventy-six one-hundredths feet (1501.76') along said center line of Indianapolis Boulevard to a point; thence Northeasterly one hundred seventy-five and eighty-nine one-hundredths feet (175.89') by rectangular measurement from said center line; thence East One Hundred Seventy-five and eighty-nine one-hundredths feet (175.89') to the place of beginning; Excepting from the above description a tract of land two hundred feet (200') in width lying adjacent to and parallel to a line which is fifty feet (50') distant Southwesterly by rectangular measurement from the center line of the above described one hundred foot (100') right-of-way of the Pittsburgh, Fort Wayne, and Chicago Railway containing nineteen and five tenths (19.5) acres, exclusive of streets.

PARCEL 2:

That part of the east half of Section 1, Township 37 North, Range 10 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at the intersection of the center line of Indiana Boulevard as it was in the year 1922, with the center line of Calumet Avenue, thence north along the said center line of Calumet Avenue 495.32 feet, thence west at right angles to the last described line 175.89 feet to a point, thence southwesterly at an angle of 140 degrees 54 minutes with said last described line and at right angles to the said center line of Indiana Boulevard as it was in the year 1922, 175.89 feet to the said center line of Indiana Boulevard as it was in the year 1922, thence southeasterly along said center line 495.32 feet to the place of beginning, containing two acres, more or less, the same being parts of Lots 1 and 2, in the old (Government) survey of Section 1 aforesaid, situated in the City of Hammond, in Lake County, Indiana;

Excepting so much of said real estate as has been dedicated for street purposes in Indianapolis Boulevard and Calumet Avenue in the City of Hammond, Lake County, Indiana.

EXHIBIT B

PAGE 1 OF 2 PAGES

PARCEL 3:

All that certain piece or parcel of land situated in the City of Hammond, Township of North, County of Lake and State of Indiana, and being part of the Northeast Quarter of Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian, bounded and described as follows, viz:

BEGINNING at a point where the Northeasterly line of land of Lever Brothers Company meets the middle line of Calumet Avenue, eighty feet wide, in the line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, at the distance of six hundred and forty-six feet and eight one-hundredths of a foot measured due North along said Section dividing line from a point at the East Quarter corner of said Section One; extending from said beginning point North fifty degrees eleven minutes two seconds West, by said land of Lever Brothers Company, crossing the Westerly line of said Calumet Avenue and by land now or formerly of the Shedd Estate, the distance of one thousand six hundred and thirty-nine feet to a point, said line being immediately contiguous to and superimposed upon the present northeast boundary line of property now owned by Lever Brothers Company; thence by land of the Pittsburgh, Fort Wayne and Chicago Railway Company the following two courses and distances:

(1) North thirty-nine degrees forty-eight minutes fifty-eight seconds East Eighty feet to a point, and (2) South fifty-three degrees forty-nine minutes six seconds East, recrossing said Westerly line of Calumet Avenue, one thousand four hundred and ninety-six feet and thirty-five one-hundredths of a foot to a point in the said middle line of Calumet Avenue in said line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, and thence due South, along said middle line of Calumet Avenue, being along said last mentioned Section dividing line, the distance of two hundred and twenty-seven feet and fifty-seven one-hundredths of a foot to the place of beginning, CONTAINING four acres and six thousand six hundred and seven ten-thousandths of an acre, more or less.

(Being part of the same premises (1) a portion of which was conveyed to the Grantor by Deed from the City of Hammond dated November 6th, 1924, and recorded in Lake County, Indiana, in Deed Book No. 341, page 570; (2) another portion of which was conveyed to said Grantor by Deed from Charles B. Shedd, et al, dated August 18th, 1924, recorded as aforesaid in Deed Book 338, page 235 (3) and the other portion of which was quit-claimed to said Grantor by deed from the First Trust and Savings Bank of Hammond, Lake County, Indiana, dated November 5th, 1924, recorded as aforesaid in Deed Book 341, page 569, Excepting, Reserving and Subject as in said Deeds set forth.)

UNDER AND SUBJECT (1) to the right of way or easement, fifty feet wide, for railroad switch and the easement for wagon road reserved by Charles B. Shedd, et al, in their deed dated August 18th, 1924, above recited, and (2) if and to the extent the same may now affect the land above described, to the water way dedicated by Agreement between Oliver Forsyth and E.A. Shedd dated December 3rd, 1901, and subject to any rights of the State of Indiana and the United States of America in said water way.

EXHIBIT B

PAGE 2 OF 2 PAGES