

Half Ashcroft

952386

NO LIEN CONSTRUCTION CONTRACT

It is specifically agreed by and between LEVER BROTHERS COMPANY, hereinafter referred to as "Lever" or "Owner", and PRECISION STAINLESS, INC hereinafter referred to as "Contractor," as follows:

1. Lever has issued to Contractor Purchase Order No. H-8707168 to furnish four Surf storage tanks 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

Dec 28 49 AM '87

STATE OF INDIANA/S.S. NC.
LILLIAN BLASTFICK
RECORDER
LAKE COUNTY
FILED FOR RECORD

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and to become effective upon the 30 day of NOVEMBER,
1987.

LEVER BROTHERS COMPANY

By: Frank S. Walters

Printed
Name: Frank S. Walters

Title: Purchasing Vice President
Household Products

ATTEST:

By: A. B. Mandelsberg

Printed
Name: Andrea B. Mandelsberg

Title: Acting Secretary

PRECISION STAINLESS, INC.

By: Bert Adams

Printed
Name: Bert Adams

Title: Director of Engineering

ATTEST:

By: David E. Simpson

Printed
Name: DAVID E. SIMPSON

Title: CONTROLLER

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 -	J.P.
		ARTICLE 13.1	
11	4-18-73	ADDED TO ARTICLES 13.1 & 19.5	J.P.
10	9-1-71	ADDED ARTICLE 26.0	
9	11-20-70	VARITYPED FOR PRINTING	Q.N.
NO.	DATE	REVISION	APP'D
APPROVED		LEVER BROTHERS CO.	
BY	DATE	GENERAL CONDITIONS	
<i>Q.N.</i>	11-20-70	CONTRACT WORK	
	9-1-71		
<i>Q.N.</i>	4-18-73		
<i>Q.N.</i>	5-8-75		

APPROVED
 By *ASBC* Date *11/30/87*

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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 - SALE AND DELIVERY

1. DELIVERY

Supplier shall stipulate normal delivery in his bid proposal. Firm delivery dates may be required to be stipulated before issuing a purchase order.

2. PERFORMANCE GUARANTEE

Equipment shall be fully guaranteed to meet all performance requirements as set forth in equipment specifications forming the bid inquiry. Equipment shall also be guaranteed to meet requirements of Equipment Noise Specification GS - 18.

3. FABRICATION GUARANTEE

Supplier shall guarantee that the materials, equipment or apparatus supplied under this specification are free from all defects in design, workmanship, and materials and will give satisfactory performance under the specified operating and service conditions. Supplier shall replace at no cost to Lever Brothers Company any part which proves defective under normal operating and service conditions within one year of installation, unless otherwise stipulated.

Supplier shall furnish standard manufacturer's guarantees covering such items as pumps, motors, reducers, and other manufactured items.

4. TESTING AND SHIPPING

All items of mechanical equipment, except as specified, shall be fully assembled and shop tested prior to shipment. All such tests are subject to witnessing by Lever Brothers Company's representatives. Where complete shop assembly is impractical, the foregoing may be omitted. The supplier assumes full responsibility for proper fit of component parts in field assembly and shall furnish upon request a qualified field representative to supervise assembly and to take any corrective measures required.

All equipment shall be shipped in assembled units whenever consistent with good shipping practise. All disassembled units shall be clearly piece-marked to facilitate field assembly. All machined surfaces shall be greased or otherwise protected from rusting and shall be protected from mechanical injury during shipment and unloading.

References:

GS - 18: Equipment Noise Specification

		REVISED PAR. 11 & REF. SHEET NO	
6	10-5-71	REVISED PAR. 2, 7, 10 & 11	S.G.
5	11- -70	VARTYPED FOR PRINTING	S.G.
NO.	DATE	REVISION	APP'D
APPROVED		LEVER BROTHERS CO.	
BY	DATE		
<i>A.S.L.</i>	11- -70	ENGINEERING DEPT.	
<i>A.S.L.</i>	10-20-71	GENERAL CONDITIONS	
		SALE AND DELIVERY OF MECHANICAL EQUIPMENT	
		GC - 1	

5. FIELD ENGINEERING SERVICE

Supplier shall stipulate in his bid proposal all field engineering services normally furnished other than as specified in paragraph 4 above. Where there is a charge for such services, the bid proposal shall clearly state daily rates and expense allowances .

6. PATENT INDEMNITY

Supplier agrees to defend, at its own expense, any suit or legal proceeding instituted against Purchaser and to pay any damages and costs awarded therein against Purchaser, insofar as the same are based on a claim that the apparatus furnished, or any part thereof, in itself constitutes an infringement of any United States patent, provided Purchaser gives Supplier prompt written notice of such infringement claim and of the institution of such suit or proceeding and also gives Supplier all necessary authority, information and reasonable assistance to enable Supplier to settle or defend the same .

In case said apparatus or any part thereof is held in such suit to constitute an infringement and its use is enjoined, Supplier also agrees to procure for Purchaser, at Supplier's own expense, the right to continue using said apparatus or part, or modify same so that it becomes non-infringing, or replace it with non-infringing apparatus or part, or remove the apparatus and refund the purchase price paid therefor by Purchaser .

7. BID PROPOSALS

Bid proposals shall include outline dimension drawings, wiring diagrams, catalog data, photographs, and the like, to facilitate preliminary layout work . The submittal of Vendor's drawings is covered by paragraph 11. Bid proposals and supporting data shall be submitted in triplicate. Bid proposal shall state that, " Supplier agrees to comply with and be bound by General Conditions GC - 1."

8. INSURANCE

The supplier shall assume all responsibility for any damages to person or property arising out of the performance of work on our premises, and should carry appropriate workmen's compensation and liability insurance coverage with respect thereto. The supplier also agrees to supply appropriate certificates of such insurance , naming Lever as an additional insured upon request .

9. MARKING

Each piece of equipment , or sub-assembly thereof, and its container shall be clearly marked with the proper piece-mark or item number as specified on the purchase order or equipment specification .

10. MANUALS AND INSTRUCTIONS

At the time of delivery, Supplier shall furnish 4 copies each of the following:

- a. Installation Instructions
- b. Operating Instructions
- c. Lubrication and Maintenance Recommendations
- d. List of Recommended Spare Parts
- e. Wiring Diagrams
- f. Complete Parts Lists and/or Prints for Ordering Purposes.

11. SUBMITTAL OF DRAWINGS

PROPOSAL DRAWINGS :

Each proposal shall be accompanied by three (3) copies each of an outline dimension drawing and other relevant data such as wiring diagrams, etc. Where such drawings are subject to dimensional changes they should be clearly labelled " Preliminary ." Where dimensions are firm and may be used for final layout work, they should be labelled " Certified for Construction ".

DRAWING APPROVALS :

Following receipt of Purchase Order, the Vendor shall submit to Lever Brothers Company for approval two (2) prints or one (1) Ozalid transparency each of all construction drawings to be supplied. One print will be returned to the Vendor stamped "Approved", "Approved as Noted", or "Not Approved". If either of the latter, Vendor must make the appropriate changes on his drawing and resubmit for approval. This procedure shall be repeated until final approval is obtained. Any shop or field work done prior to receipt of approved drawings which requires alterations or replacement will be at the Vendor's expense.

A print stamped "Approved" in no way implies a waiver of any of the other conditions of this specification.

CERTIFIED PRINTS :

After final approval Vendor shall submit four (4) certified prints or one certified Ozalid transparency of each drawing .

MAILING OF TRANSPARENCIES :

Transparencies shall not be folded; they must be submitted rolled or flat, protected in mailing from being crushed or creased .

12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE OF COMPLIANCE

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.

LEVER BROTHERS COMPANY

(INCORPORATED) 330300 000

PURCHASE ORDER NO. H1870716A
 THIS NUMBER AND CODE NO. BELOW MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: PRECISION STAINLESS
 501 N. BELCREST
 SPRINGFIELD, MO 65801

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: 11/30/87	DELIVERY REQUIRED:	TERMS: NET 30-15% RETAINER
SHIP VIA: T/T		F.O.B. HAMMOND, IN

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
01	1	LOT	00000000	NON-TX	166610.00	166610.00
<p>PROJECT #86-185</p> <p>FOUR (4) SURF STORAGE TANKS PER QUOTE FROM PRECISION STAINLESS DATED 10-08-87.</p> <p>NOTE: THIS IS A "NO LIEN CONTRACT" AND ALL WORK PERFORMED AND MATERIALS FURNISHED ARE PURSUANT TO A "NO LIEN CONTRACT" WHICH WILL BE RECORDED WITH THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. THE TERMS AND CONDITIONS AS STATED IN SPECIFICATION #86-185 SHALL NOT BE VARIED, SUPPLEMENTED, QUALIFIED, OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL DETERMINE THE LEGAL RELATIONSHIP OF THE PARTIES.</p>						

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

CONTINUED

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

Best Adams
 BY (AUTHORIZED SIGNATURE)
 Precision Stainless, Inc 11/30/87
 FOR (FIRM NAME) DATE

PURCHASED BY
F.S. Walters
 AUTHORIZED SIGNATURE
 F.S. WALTERS
 (PURCHASING VICE PRESIDENT)

PLEASE EXECUTE AND RETURN
37856 PROMPTLY

Exhibit A ACKNOWLEDGMENT

INSTRUCTIONS

At the time of delivery, Supplier shall furnish 4 copies each of the following:

- a. Installation Instructions
- b. Operating Instructions
- c. Lubrication and Maintenance Recommendations
- d. List of Recommended Spare Parts
- e. Wiring Diagrams
- f. Complete Parts Lists and/or Prints for Ordering Purposes.

PROPOSAL DRAWINGS:

Each proposal shall be accompanied by three (3) copies each of an outline dimension drawing and other relevant data such as wiring diagrams, etc. Where such drawings are subject to dimensional changes they should be clearly labelled "Preliminary." Where dimensions are firm and may be used for final layout work, they should be labelled "Certified for Construction."

DRAWING APPROVALS:

Following receipt of Purchase Order, the Vendor shall submit to Lever Brothers Company for approval two (2) prints or one (1) Ozalid transparency each of all construction drawings to be supplied. One print will be returned to the Vendor stamped "Approved", "Approved as Noted", or "Not Approved". If either of the latter, Vendor must make the appropriate changes on his drawing and resubmit for approval. This procedure shall be repeated until final approval is obtained. Any shop or field work done prior to receipt of approved drawings which requires alterations or replacement will be at the Vendor's expense.

A print stamped "Approved" in no way implies a waiver of any of the other conditions of this specification.

CERTIFIED PRINTS:

After final approval Vendor shall submit four (4) certified prints or one certified Ozalid transparency of each drawing.

MAILING OF TRANSPARENCIES:

Transparencies shall not be folded; they must be submitted rolled or flat, protected in mailing from being crushed or creased.

STEEL & ALLOY VESSELS, TANKS, BINS & HOPPERS.

References:

- GC-1: General Conditions
- GS-2: Pipe Colls
- MCS-1: Welding Details for Tanks
- MCS-2: Alloy Nozzles & Manholes
- MCS-3: Hinged Manholes

1.0 SCOPE OF WORK:

- 1.1 This specification defines the conditions of design, fabrication, inspection, testing, painting and finishing of steel and alloy (or alloy-clad) vessels (pressure, vacuum or atmospheric), tanks, bins or hoppers.
- 1.2 Unless otherwise stated a design outline drawing will be provided by Lever Brothers Company for each vessel showing dimensions, construction details, materials of construction, code requirements, and other pertinent information. This design drawing will govern when it conflicts with any other specification or standard.

2.0 GENERAL:

- 2.1 Pressure and vacuum vessels shall be designed, fabricated, inspected, and stamped according to the ASME code requirements specified on the design drawing.
- 2.2 Atmospheric vessels, tanks, bins and hoppers shall be fabricated in accordance with our Construction Standard MCS-1, or as specified in the design drawing.
- 2.3 Vendor shall be responsible for construction in conformance with ASME, API, or other codes or regulations as called for on the design drawing.

3.0 DESIGN:

3.1 Materials:

- 3.11 All materials shall be new and free from laminations, scabs, pipes, and/or other defects.

5	2/7/75	Added sheets 7 of 5 & 8 of 5 & Rev. Pg. 6.21 and 6.24	F. C. DIX
4	4/1/74	Sht 2 of 7; Line 3.63 & 4.2	E. F. 227
3	1/1/65	Revise Sheets 2 & 4	AJN
2	5/1/58	Retyped and Reissued	WJC

LEVER BROTHERS CO.
ENGINEERING DEPT.
GENERAL SPECIFICATIONS

STEEL AND ALLOY VESSELS,
TANKS, BINS AND HOPPERS

3.1 Materials: (cont'd)

- 3.12 No acid-Bessemer steel is acceptable.
- 3.13 All steel plate used in the fabrication of this equipment shall conform to the latest revision of the ASTM Specification called for on the equipment drawing.
- 3.14 All forgings shall be in accordance with ASTM Specification A181, Class 1, latest revision. Maximum carbon content shall not exceed .30% by check analysis.
- 3.15 All pipe used for nozzle necks or sleeves shall be in accordance with ASTM Specification A106, Grade A.
- 3.16 Bolting shall be in accordance with ASTM Specification A107, machined with hex heads. Nuts shall be cold pressed, American Standard Heavy.
- 3.17 Gaskets shall be furnished by the Vendor for any bolted flange connection where bolting material is furnished and shall conform to the type of material called for on the drawing.

3.2 Welding Process and Type of Welds:

- 3.21 All welding shall be done by the shielded metallic electric-arc fusion process, using ASME approved coated electrodes, and shall comply with the ASME Code for Unfired Pressure Vessels, latest edition; or the API Code, latest revision, as required.
- 3.22 The double-welded full-penetration butt joint, using single or double V-type groove, shall be used for all welded seams unless otherwise specified.
- 3.23 Drawing MCS-1, attached, showing types of welds, shall be a part of this Specification.

3.3 Location of Openings and Internal Parts:

- 3.31 No opening shall be located in any longitudinal seam.
- 3.32 Insofar as it is practical and economical, the layout of plate and openings shall be made in such a manner as to avoid the placing of any opening in the girth seams.
- 3.33 The layout of all seams shall be planned to avoid being covered by any internal equipment.
- 3.34 Bottom seams, where tank is supported on concrete, steel or wood beams, must be between the beams for inspection. Plates shall be laid out so nozzles or manways will not pass through seams.

3.4 Reinforcement of Openings:

- 3.41 All vessel openings larger than 2" in the shell and lower head or cone shall be fully reinforced for the actual full plate thickness of the vessel at the location of the opening.
- 3.42 The openings in the top cover of all non-pressure vessels, either flat or cone, need not be reinforced.
- 3.43 Reinforcing pads shall be attached with full fillet welds.

3.5 Steel Nozzles, Manholes and Couplings:

- 3.51 All nozzle necks of 8" diameter and smaller shall be not less than Schedule 80 seamless steel pipe. All nozzle necks of 10" diameter and larger shall be seamless steel pipe or rolled steel plate, double-butt welded, of not less than 1/2" wall thickness, fitted with 150# A.S.A. slip-on welding flanges.
- 3.52 Manholes shall be of the size and type shown or called for on the design drawing.
- 3.53 Couplings shall be 3000#, forged steel.

3.6 Alloy Nozzles, Manholes and Couplings:

- 3.61 All nozzle necks shall be Schedule 40, of the same alloy as the vessel.
- 3.62 Manholes shall be as shown on MCS-2, MCS-3, or of other design as called for on the design drawing.
- 3.63 Couplings shall be 3000# Standard Screwed.

4.0 DRAWINGS

- 4.1 A design outline drawing will be provided by Lever Brothers Company as outlined in 1.2 above for the guidance of the Vendor.
- 4.2 The Vendor shall supply detailed construction drawings as specified in Lever Brothers Company General Conditions GC-1.
- 4.3 When the specific gravity of tank contents is less than 1.0 of the tank shall be designed for a liquid with sp. gr. = 1.0, and a note to this effect shall appear on the Vendor's construction drawing.
- 4.4 The Vendor's construction drawing shall list: a) weight of empty tank; b) operating weight of tank; c) weight full of water.

5.0 FABRICATION:

5.1 Preparation of Butt-Type Joints:

- 5.11 All longitudinal, girth and bottom seams shall have full penetration and shall be either single or double butt-V-Type welds.
- 5.12 All welding shall conform to drawing MCS-1 attached and shall be uniform in size and free from porosity, slag, under-cuts and/or other defects.
- 5.13 The weld metal deposited for all butt-type joints shall be built up in the form of a reinforcement on each side of the plate not less than 1/16 inch and not more than 1/8 inch.
- 5.14 Welding of clad plate shall be done in strict accordance with the procedures and recommendations of the Lukens Steel Company in their manual on the fabrication of clad steels.

5.2 Assembly:

- 5.21 Plate edge preparation for welding shall be done by machining or machine burning. Hand burning and/or chipping may be used only where results are comparable.
- 5.22 When shell plates of two or more thicknesses are used, the outside diameter of the assembled vessel shall remain uniform and the inside diameter varied to suit conditions.
- 5.23 Each shell section shall be completely welded longitudinally prior to assembly with the heads or other shell sections.
- 5.24 All shell sections whose longitudinal seams are visibly peaked shall be rerolled or formed to the correct curvature.
- 5.25 No parallel misalignment of any abutting shell sections shall exceed 10% of the plate thickness. In no case shall misalignment exceed 1/8 inch.
- 5.26 All couplings shall be plugged during their installation and during the vessel fabrication to prevent damage to the threads.
- 5.27 All flat top vessels shall be reasonably flat and level. Excess material in the covers shall be controlled through proper welding sequence and/or spot shrinking.
- 5.28 When necessary to splice plates for flattops, the welded seams, upper side only, shall be ground smooth to obtain an appearance of a one piece top.

5.3 Finishing of Alloy Vessels:

- 5.31 Welds shall be ground with a rubber or Bakelite bonded aluminum oxide rounded edge wheel, sufficiently to remove oxides and sharp edges. Care must be enforced to avoid cutting cladding and heat tinting.
- 5.32 For vessels that are solid Type 316 stainless steel, both exterior and interior shall have a #20, 'Dull Cold Rolled' finish, unless otherwise specified.
- 5.33 Nickel-clad vessels shall have a matte finish on the inside and the outside shall be that supplied on ordinary hot rolled steel plates, unless otherwise specified.
- 5.34 Solid nickel vessels shall have a plain standard cold rolled finish, unless otherwise specified.
- 5.35 All alloy steel surfaces shall be free of scale and embedded iron.
- 5.36 All oil, grease and dirt shall be removed from galvanized and alloy steel surfaces by scrubbing with soap, alkali, cleaners, or suitable solvents.

5.4 Qualification of Welders:

- 5.41 All welding shall be performed by welders qualified as to welding procedure and qualification tests as specified in the applicable ASME Code, or API Code.

5.5 Repairs:

- 5.51 Should any repairs be required during or after fabrication of a vessel or storage tank, they shall not be made unless, in the opinion of the Purchaser's authorized inspector, such repairs can be made satisfactorily so as to restore the full strength and usefulness of the equipment.

6.0 INSPECTION AND TESTS:

6.1 Inspection:

- 6.11 The responsibility for inspection rests with the Vendor. However, the Purchaser reserves the right to inspect equipment at any time during the fabrication to assure themselves that such equipment, materials and workmanship are in accordance with this Specification. The approval of any work by any inspector and/or his release of the shipment for shipment shall in no way release the Vendor from or relieve the Vendor of any responsibility for carrying out all provisions of this Specification.

6.2 Tests:

6.21 Upon completion, all non-pressure vessels and storage tanks shall be tested by the manufacturer and proved tight against leakage by applying internal air pressure that shall not exceed the weight of the roof plates and then checked for leakage using soap suds, linseed oil or other suitable material. The test equipment shall be of sufficient capacity to maintain the required pressure for a period of 24 hours, with all connections blanked off. If leaks are noticed during the test, the tank shall be made tight by the method used in fabricating the joint. All repaired welds and joints shall be checked by repeating the original test procedure. These tests shall be made in the presence of the purchaser's authorized inspector and with his approval. If purchaser waives testing in his presence, a certification of tank tightness shall be provided by the fabricator showing that tests were made in compliance with this paragraph.

6.22 For vacuum vessels, a vacuum test shall be made as herein prescribed:

After the hydrostatic test has been completed according to Code requirements, the vessel shall be pulled down to 26 inches Hg. vacuum and held for 24 hours with a maximum allowable drop of one-half (1/2) inch in vacuum, based on equivalent temperature at start of test.

6.23 Before testing, all vessels and storage tanks shall be thoroughly cleaned and shall be free from all dirt, weld rod stubs, loose foreign material, weld spatter, etc.

6.24 The flat bottoms of storage tanks shall be tested in accordance with A.P.I. Std. 650, Section 5.3.2.

6.3 Test for Type "316" Stainless Steel:

6.31 For the purpose of confirming the presence of Molybdenum in type "316" stainless steel, specified herein, the Vendor shall submit to the Purchaser six (6) certified copies of a test report from an accredited testing laboratory. The test covered by the report shall be made by the laboratory in accordance with the attached procedure entitled "Standard Test for Type 316 Stainless Steel" which is Addendum No. 1 of this Specification.

6.32 The cost of the necessary testing shall be included in the price of the equipment involved.

6.33 The test report shall cover the following points:

- a. Name of Vendor
- b. Name of Purchaser
- c. Purchase order number and brief description of equipment
- d. Part of equipment specified as "316" Stainless Steel
- e. Nature of test (Note: This will refer to standard test noted above)
- f. Result of test: Positive or negative as to Molybdenum content

7.0 REPORTS AND DATA SHEETS:

7.1 When a code vessel or storage tank is released for shipment or accepted by the Purchaser's authorized inspector, the following reports and/or data sheets shall be supplied by the Vendor to the inspector:

- a. Manufacturer's Data Report, Form U-1, ASME Code
- b. Vendor's report on tests of welding operators

8.0 PAINTING AND DELIVERY:

8.1 Painting:

- 8.11 After inspection and acceptance of equipment, vendor shall apply to all external surfaces other than solid alloy one coat of rust preventive primer, light gray color, unless otherwise specified.
- 8.12 Where steam heat or other high-temperature mediums are used in conjunction with the tanks, the primer shall be high-heat type.
- 8.13 Before painting, all loose paint, mill scale and rust must be removed by means of a wire brush or scraper, and all grease and oil must be removed with soap, alkali cleaners or suitable solvents.
- 8.14 Before the bottom plates of field-erected tanks are lowered in place, the Vendor shall thoroughly clean the underside of all bottom plates and apply such preparations and paints as are specified on the design drawing.

8.15 If no primer coat or painting is to be done, it shall be as stated on the requisition or purchase order.

8.2 Finishing:

8.21 All flange faces and other machined surfaces shall be covered with a removable weather-proof coating and shall be protected during shipment and erection against mechanical injury with wooden covers or other suitable guards.

8.22 All couplings or female-threaded connections shall be plugged and all exposed male pipe connections shall be capped.

8.3 Delivery:

8.31 No tank shall be released for shipment without the approval of the Purchaser's authorized inspector, if so specified.

8.32 All tanks shall be delivered in accordance with instructions issued by the Purchasing Department of the Purchaser.

9.0 GUARANTEES:

9.1 The Vendor shall guarantee to the Purchaser that all equipment furnished fulfills all conditions as stated in this Specification and that it will operate satisfactorily and continuously under the given design, pressures, and temperatures.

9.2 The Vendor shall further guarantee that all materials and workmanship entering into the equipment are first class in every respect.

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.

ORDERED FOR: SURE STEEL FRANKLIN DIVISION DEPARTMENT CHARGE TO ACCOUNT
 0025460 09322 2100 200 000 6374010000

LEVER BROTHERS COMPANY
 (INCORPORATED)

PURCHASE ORDER NO. H18797100
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: PRECISION STAINLESS
 501 N. BELCROFT
 SPRINGFIELD, MO 65201

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. 1121-002-0000-00005

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

DATE OF ORDER 11/30/87	DELIVERY REQUIRED	TERMS NET 30-15% RETAINER
SHIP VIA TNT		F.O.B. HAMMOND, IN

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
			21.0	<u>LIENS:</u> 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 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		

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
37857

Ben Adams
 BY (AUTHORIZED SIGNATURE)
 Precision Stainless Inc. | 11/20/87
 FOR (FIRM NAME) DATE

PURCHASED BY
F. S. Walters
 AUTHORIZED SIGNATURE
 F. S. WALTERS
 (PURCHASING VICE PRESIDENT)

Exhibit A ACKNOWLEDGMENT

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 toeboards 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 2½ 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 D-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 top 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.

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).....	6 ft. 0 in.	10 ft. 0 in.
Ledgers.....	1 1/2 by 4 in.	2 by 4 in.
Bearers or putlogs to 3 ft. 0 in. apart.....	2 by 4 in.	2 by 4 in.
Bearers to 10 ft. 0 in. apart.....	2 by 4 in. or 3 by 4 in.	2 by 4 in. or 3 by 4 in.
Planking.....	1 by 4 in.	1 1/2 by 5 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. 0 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.	2 by 4 in.
Bearers to 3 ft. 0 in. apart.....	2 by 4 in.	2 by 4 in.
Bearers to 10 ft. 0 in. apart.....	2 by 4 in. or 3 by 4 in.	2 by 4 in. (rough) or 3 by 6 in.
Planking.....	1 1/2 by 5 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.....	6 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).....	6 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	0	125 ft.
2	4	125 ft.
3	0	91 ft. 0 in.

TABLE D-14—TUBE AND COUPLER SCAFFOLDS MEDIUM DUTY

Uniformly distributed load.....	Not to exceed 50 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	0	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).....	8 ft. 0 in.
Post spacing (transverse).....	6 ft. 0 in.

Working levels	Additional planked levels	Maximum height
1	0	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: 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.

ORDERED FOR: SURF STAGE FRANKLIN
 NAME: FRANKLIN
 DIVISION: 0025460
 DEPARTMENT: 09882
 CHARGE TO ACCOUNT: 2100 200 000
 6374010000

H-270-01-975

LEVER BROTHERS COMPANY

(INCORPORATED) 000

PURCHASE ORDER NO. H87107168

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

TO: PRECISION STAINLESS
 501 N. BELCREST
 SPRINGFIELD, MO 65801

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 11/30/87	DELIVERY REQUIRED	TERMS NET 30-15% RETAINER
SHIP VIA TAT		F.O.B. HAMMOND, IN

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

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US
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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

37858

Reef Adams
 BY (AUTHORIZED SIGNATURE)
 Precision Stainless
 FOR (FIRM NAME) DATE 11/30/87

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

Exhibit A ACKNOWLEDGMENT

Issued: 09/25/51
Revised: 06/29/54
Revised: 01/01/61
Revised: 09/22/70
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. 9
FOR
INSTRUCTIONS FOR OUTSIDE CONTRACTORS

SECTION 1 - GENERAL

- 1.1 Upon receiving a contract or purchase order covering performance of work on Company premises, the Contractor shall designate one individual (hereafter described as "field superintendent") to act as liaison between the Contractor and Lever Brothers Company. Lever Brothers Company will designate an employee to act as liaison with the Contractor. All questions pertaining to this standard shall be directed to the designated liaison.
- 1.2 The following instructions include minimum requirements only, and the omission of any specific provisions shall in no way relieve the Contractor of his normal responsibility for the safe conduct of the work of his employees.
- 1.3 To improve communications and to create awareness, Lever's liaison shall be responsible for completing the "Outside Contracting Report" prior to starting any project. (See attachment #1)

This report is designed to cover specific procedures and to insure compliance in all respects. A copy of the report must be submitted to the Safety Superintendent, Department involved and Watch Office.
- 1.4 Each plant shall develop and issue to all Contractors and their employees an "Outside Contractor's Safe Practice Card." (See attachment #2). Lever's liaison shall issue these cards accordingly.
- 1.5 All Contractors must report to and sign in daily at the plant Watch Office and comply with all local security procedures.

SECTION 2 - FIRE SAFETY

- 2.1 In many of our processes, there is the possibility of release of explosive gases, vapors or dusts. In order to prevent fires, the following precautions shall be taken.

- 2.1.1 Smoking is prohibited in all buildings and yards, except in specifically designated locations.
- 2.1.2 Whenever it is necessary to use open flames or other possible ignition sources, advance notice must be given to the Lever liaison by the Contractor and specific approval must be obtained daily before proceeding.
- 2.1.3 Whenever open flames are used, fire safety must be given special attention. The Engineering Department must determine if a fire watch is necessary on each job. If the Engineering Department determines that a fire watch is necessary, a worker must be assigned to the work area who will be responsible for fire safety. The worker assigned may be either an outside Contractor or a Lever employee as local plant agreements dictate. This worker must be approved by Lever Engineering and shall be stationed at each job site with adequate fire extinguishers and proper fire safety instructions.
- 2.1.4 The removal of light bulbs or any tampering with electrical equipment is prohibited.
- 2.1.5 Broken crates, excelsior, wrapping paper and other combustible waste shall be removed and properly disposed of daily.
- 2.1.6 Arrangements shall be made for the safe storage and handling of flammables prior to delivery. Daily supplies of flammable liquids shall be kept in labelled Underwriter's approved safety cans.
- 2.1.7 All drop cloths, tarpaulins and other textiles which are brought into the Plant, must be flame-retardant.

SECTION 3 - PERSONNEL SAFETY

- 3.1 In order to prevent accidents to both Lever and Contractor's employees the following minimum precautions shall be taken.
 - 3.1.1 Scaffolds and stagings shall be constructed in accordance with accepted safety standards such as Lever's "Safety Standard No. 2"
 - 3.1.2 Protruding nails shall be removed or bent over.
 - 3.1.3 Floor or excavation holes shall be adequately guarded, and warning lights shall be provided. Lever's "Safety Standard No. 10, Excavation/Trench Work" shall apply.
 - 3.1.4 Welding cables, extension cords, etc., shall be arranged to eliminate hazards and shall be in good condition to eliminate the danger of electric shock.
 - 3.1.5 Work areas shall be kept clean and free of debris.

- 3.1.6 Shields shall be provided when needed around welding operations to prevent injury to the eyes of persons in the vicinity.
- 3.1.7 Explosive powered tools shall not be used unless specific advance approval is obtained from the Lever Plant Engineering Manager. Such approval will be limited to licensed operators.
- 3.1.8 The Contractor shall be responsible for his employees wearing required personal protective equipment. In certain areas of the Plant, Lever requires all persons entering the area to wear safety glasses at ALL times. Personal protective equipment shall be worn by all contractors and their employees as required by Lever Brothers Company.
- 3.1.9 All equipment used on the job site by the Contractor must be in compliance with the law. Defective or sub-standard equipment will not be used. Hoists, ladders, electrical equipment, scaffolding, hand and powered tools must meet Lever Safety Standard requirements.
- 3.1.10 Work areas that may require testing of the atmosphere for flammable vapors and oxygen deficiency shall be complied with accepted safety standards such as, Lever Safety Standard No. 13, "Confined Space Entry Procedures". Contractors are required to supply their own testing equipment.
- 3.1.11 It is the Contractor's responsibility to instruct his employees to comply with all Lever rules and regulations. Safe work practices and good working habits shall be adhered to.

SECTION 4 - PRODUCT PROTECTION

To prevent contamination of our products, the following precautions shall be taken.

- 4.1 Contractors shall provided protection around their work as needed for the location.
- 4.2 Glass containers or glassware of any kind shall not be brought into the plant, unless specifically needed and advance arrangements are made.

SECTION 5 - INSURANCE COVERAGE

Before work is started, the Contractor shall furnish Lever Brothers Company with certificates of insurance coverage as follows:

- 5.1 Workmen's Compensation
- 5.2 General Liability with bodily injury limits of not less than \$100,000 per person in any one accident, and not less than \$300,000 for more than one person in the same accident, and property limits of not less than \$100,000.

SECTION 5 - INSURANCE COVERAGE

- 5.3 Automobile Liability with bodily injury limits of not less than \$100,000 per person in any one accident, and not less than \$300,000 for more than one person in the same accident, and property damage limits of not less than \$100,000.

SECTION 6 - FIRST AID

Lever Brothers Company assumes no responsibility for first aid or subsequent treatment in connection with injuries sustained by employees of the Contractor. The Contractor shall make independent arrangements for such services.

SECTION 7 - OTHER REGULATIONS

- 7.1 Lunches shall not be eaten in the Plant except in approved locations.
- 7.2 Tools, ladders and other equipment will not be furnished by Lever Brothers Company.
- 7.3 Specific approval shall be obtained for locations where working clothes, tools, materials and other equipment may be stored.
- 7.4 Contractor's workers are definitely restricted to the location where work is assigned.
- 7.5 Lever's materials or equipment shall not be removed from the Plant by the Contractor without first obtaining a pass or delivery order.
- 7.6 Contractors shall assume full responsibility for the safeguarding of tools and other equipment used in connection with the work, as Lever Brothers Company assumes no responsibility for the replacement of such equipment which is lost, damaged or stolen.
- 7.7 Elevators shall not be used by Contractors unless approval is obtained in advance from Lever's liaison.

OUTSIDE CONTRACTING REPORT

Safety Standard No
Attachment No. 1

PROJECT _____

Copies: Dept. Supt. _____
Safety Supt. _____
Watch Office _____

Location _____

Date of this report _____

Contracting Company _____

Prepared by _____

Address & phone # _____

Lever Engineer _____

Expected starting date _____

Estimated duration of work _____

	<u>YES</u>	<u>NO</u>	<u>REMARKS</u>
1. Has "the contractor" received a copy of Lever Standard #9?	_____	_____	_____
2. Has Safety Standard #9 been discussed with "the contractor's" site supervisor?	_____	_____	_____
3. Will any vehicles, cranes, office trailers or other oversized equipment be used or stored on premises?	_____	_____	_____
4. Has an approved site been selected for equipment and construction materials? (Location approved by the effected department?)	_____	_____	_____
5. Will any combustible or hazardous materials be used or stored on the premises?	_____	_____	_____
6. Have arrangements been made for the proper use and storage of combustibles? (Minimum amounts and approved containers at a suitable location?)	_____	_____	_____
7. Have necessary permits been obtained by Lever Brothers and "the contractor"? (Welding, cutting, trailer-office etc)	_____	_____	_____
8. Will "the contractor" use any plant utilities? (Water, electricity, air, sewers, etc.)	_____	_____	_____
9. Have arrangements been made with the department for use of plant utilities?	_____	_____	_____
10. Will pedestrain or vehicular traffic be detoured at any time during the construction period?	_____	_____	_____
11. Have posters been prepared to detour unauthorized personnel (All plant personnel not responsible for project development) safely around the construction site?	_____	_____	_____
12. Will any barriers, warning lights, shoring, etc. be required? (This is "the contractor's" responsibility.)	_____	_____	_____
13. Is all the necessary equipment now available or on order?	_____	_____	_____
14. Does Gate House have list of all sub-contractors?	_____	_____	_____
15. Will Fire Watch be required?	_____	_____	_____

REMARKS - INDICATE APPROPRIATE NUMBER

ORDERED FOR: SURF STRAUB FRANKLIN
 NAME: SURF STRAUB FRANKLIN
 DIVISION: 0025460
 DEPARTMENT: 09002
 CHARGE TO ACCOUNT: 2100 200 000
 6374010000

H-270-01-9/75

LEVER BROTHERS COMPANY

(INCORPORATED)

PURCHASE ORDER NO. H18787168
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: PRECISION STATNLESS
 501 N. BALCREST
 SPRINGFIELD, MO 65801

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 11/30/47	DELIVERY REQUIRED	TERMS NET 30-15% RETAINER
SHIP VIA T/T		F.O.B. HAMMOND, IN

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				<p>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 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.</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
37859

Surf Adams
 BY (AUTHORIZED SIGNATURE)
 Precision Statnless
 FOR (FIRM NAME)
 11/30/47
 DATE

PURCHASED BY
J. S. Walters
 AUTHORIZED SIGNATURE
 F. S. WALTERS
 (PURCHASING VICE PRESIDENT)

Exhibit A ACKNOWLEDGMENT

ORDERED FOR: SURF STRGE FRANKLIN NAME: FRANKLIN DIVISION: 0025460 DEPARTMENT: 09082 CHARGE TO ACCOUNT: 2100 200 000 6374010000

4270-10-0224

LEVER BROTHERS COMPANY

(INCORPORATED) 000

PURCHASE ORDER NO. H8707168
 THIS NUMBER AND CODE NO. BELOW MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: PRECISION STAINLESS
 501 N. BELCREST
 SPRINGFIELD, MO 65801

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: 11/30/87	DELIVERY REQUIRED:	TERMS: NET 30-DAY RETAINER
SHIP VIA: T/T		F.O.B. HAMMOND, IN

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				THE TERMS AND CONDITIONS OF THIS CONTRACT ARE LISTED ON DOCUMENTS NO. 37856, 37857, 37858, 37859, & 37860.		
**	*****	**		MATERIAL ONLY TAXABLE		
**	*****	**		TELEPHONE CONFIRMATION ADAMS		156.00

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US
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THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL

BY (AUTHORIZED SIGNATURE) *[Signature]*
 FOR (FIRM NAME) _____ DATE _____
 PURCHASED BY *[Signature]*
 AUTHORIZED SIGNATURE *[Signature]*
 F.S. WALTERS
 (PURCHASING VICE PRESIDENT)

PLEASE EXECUTE AND RETURN PROMPTLY
37860

Exhibit A 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.

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