

Ashcraft

73 978545

NO LIEN CONSTRUCTION CONTRACT

It is specifically agreed by and between LEVER BROTHERS COMPANY, hereinafter referred to as "Lever" or "Owner," and ATEC ASSOCIATES, INC., hereinafter referred to as "Subcontractor," as follows:

1. Lever has authorized Davy McKee Corporation, an independent contractor, to issue to Subcontractor Subcontract Order No. SC-7086-7 to furnish Quality Inspection and Testing Work in conformity with the terms, conditions and documents set forth therein, a copy of said Subcontract Order being attached hereto as Exhibit "A" and specifically made a part hereof.

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

3. That as part of the consideration of the Subcontract, it is to be performed on a NO LIEN CONTRACT BASIS, as provided by the provisions of said Subcontract Order and by the provisions of Subcontract General Conditions which have been approved by the Subcontractor and attached hereto as Exhibit "C" and specifically made a part hereof.

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 Subcontractor under this Contract or the attached Subcontract or upon said property.

FILED FOR RECORD
LAKE COUNTY, INDIANA
LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
AUG 23 2 52 PM '88

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives and to become effective upon the 23 day of May, 1988.

LEVER BROTHERS COMPANY

By: Richard M. Schumacher

Printed Name: Richard M. Schumacher

Title: Attorney in fact

ATTEST:

By: Frederick F. Eichhorn

Printed Name: FREDERICK F. EICHORN

Title: ATTORNEY-IN-FACT

ATEC ASSOCIATES, INC.

By: Robert W. Acker

Printed Name: ROBERT W. ACKER

Title: MATERIALS DEPT. MANAGER.

ATTEST:

By: John Weaver II

Printed Name: John Weaver II

Title: V.P.

6.0 COST PLUS CONDITIONS DEFINED: (Continued)

(C) PERSONNEL:

The following labor rates are on a straight time basis. Overtime will be invoiced at one and one half (1-1/2) the specified rate. There will be a minimum four (4) hour charge each time technical services are required. Hourly rates are all inclusive net billing charges and no markups or percentages shall be added thereto.

<u>Classification</u>	<u>Hourly Rate</u>
Project Engineer	\$40.00
Staff Engineer	\$32.50
Technician Level III	\$23.65

(D) TRAVEL EXPENSE:

SUBCONTRACTOR shall be reimbursed at the rate of thirty cents (\$0.30) per mile for personnel transit to and from the jobsite.

(E) Time Sheets

The SUBCONTRACTOR is responsible for submitting daily time sheets on cost plus work. These time sheets will have the labor classifications, manhours, equipment, and material usage entered for the given days extra work. These quantities must be approved by CONTRACTOR. SUBCONTRACTOR acknowledges that time sheets submitted more than two (2) days after work is performed will be subject to rejection by CONTRACTOR.

(F) Tools and Consumables

Equipment whose initial purchase price of \$500.00 or less and consumables are included in the overhead markup in the labor rates.

7.0 SERVICES BY CONTRACTOR:

Any service performed by CONTRACTOR for SUBCONTRACTOR will be charged at the actual cost plus 15% markup for overhead. Backcharges fall into this category of service and CONTRACTOR'S markup will be applied to costs backcharged.

8.0 CONSTRUCTION SCHEDULE:

Time is of the essence of this Subcontract. SUBCONTRACTOR'S work shall conform to overall job requirements and shall avoid interference with work of others and shall conform to CONTRACTOR'S schedule for completion of project.

Upon receipt of this Subcontract, SUBCONTRACTOR shall within one (1) week arrange a meeting with CONTRACTOR'S Field Superintendent Mr. Pat Gladwish, telephone (219) 659-3200, Ext. 401 and mutually agree to a construction and manning schedule for this work.

9.0 INDEMNIFICATION CLAUSE:

SUBCONTRACTOR shall be liable to CONTRACTOR/OWNER for any loss, damages or costs incurred by CONTRACTOR/OWNER for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any breach of the Warranty contained in this Subcontract or as a result of any breach by SUBCONTRACTOR under any of other terms and provisions of the Agreement.

SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR/OWNER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees due to bodily injury or death or damage to tangible or personal property of any third party, arising out of or resulting, in whole or in part, from any negligent act, error or omission by SUBCONTRACTOR or other party directly or indirectly employed by SUBCONTRACTOR for whose acts SUBCONTRACTOR may be liable, provided, that if any such claim, damage, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom SUBCONTRACTOR'S obligations hereunder shall not include such portion of claims, damages, losses and expenses attributable to CONTRACTOR'S sole negligence.

SUBCONTRACT ORDER

10.0 INSURANCE REQUIREMENTS:

SUBCONTRACTOR shall procure and maintain the following insurance in accordance with Article 16 on Sheet 6 of OWNER'S "General Conditions - Contract Work".

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

CONTRACTOR/OWNER shall be named as an additional insured in all policies required under this section for purposes of the project as its interests may appear.

Before commencing operations, SUBCONTRACTOR agrees to furnish CONTRACTOR certificates showing that SUBCONTRACTOR is carrying the foregoing insurance with an insurance company satisfactory to CONTRACTOR, together with the acknowledgement by such company of contractual obligations contained in the indemnification herein and agreeing to give CONTRACTOR thirty (30) days notice before cancelling such insurance.

SUBCONTRACTOR will provide CONTRACTOR'S Field Superintendent with a detailed report on all accidents, other than those only requiring first aid treatment, to either SUBCONTRACTOR'S workmen, or to others, in order that information may be available to CONTRACTOR and OWNER in case of a third party suit filed at a later date.

11.0 SAFETY:

It is imperative that the SUBCONTRACTOR and his Sub-Subcontractors comply with the Federal Occupational Safety and Health Law (1970), all State, County, or City safety regulations applicable. SUBCONTRACTOR shall also observe OWNER'S and CONTRACTOR'S safety documents.

12.0 TERMS AND CONDITIONS:

"Subcontract General Conditions" (Form DM-588, Rev. 2/81) and "Special Conditions" (HSSO/SC, 3/7/88) shall govern this Subcontract Order.

13.0 NO LIEN CONTRACT:

This is a "No Lien Contract" and all work performed and materials purchased are pursuant to a no-lien contract, which will be recorded in the office of the Recorder of Lake County, Indiana.

14.0 ACCEPTANCE OF ORDER:

CONTRACTOR and SUBCONTRACTOR by their signatures on the original and duplicate copies of this Subcontract do hereby acknowledge receipt of and acceptance of all terms and conditions as set forth herein.

It is understood and agreed that this Subcontract may be revised from time to time to add or deduct material/labor or to make other running changes in accordance with CONTRACTOR'S standard practice in issuing supplemental sheets. If, for any reason, SUBCONTRACTOR objects to the content of any of the aforementioned supplemental sheets, SUBCONTRACTOR shall notify CONTRACTOR in writing, within ten (10) days after receipt of same, giving reason for objection. Unless CONTRACTOR receives this written objection, it shall be considered that the revisions are in accordance with the original Subcontract.

SUBCONTRACTOR is receiving one (1) white copy and one (1) pink original of this Subcontract. SUBCONTRACTOR shall return the pink original to the CONTRACTOR with his signature that certifies his acceptance of all terms and conditions set forth herein.

DAVY McKEE CORPORATION

BY: Peter J. Martiny

TITLE: SUBCONTRACT MANAGER

DATE: 5/23/88

ATEC ASSOCIATES, INC.

BY: J. W. White

TITLE: V.P.

DATE: 5/23/88

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.

PART 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 5th, 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) in 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

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SUBCONTRACT GENERAL CONDITIONS

1. **WORK:** The "Work" means all services, materials, and equipment to be provided by Subcontractor. All work shall be in accordance with this subcontract and shall be so performed as to enable Contractor to meet its obligations under the Prime Contract. Subcontractor shall not make any changes in the work without the written consent of Contractor's authorized representative.
2. **PRIME CONTRACT:** The Prime Contract is the contract between Owner and Contractor to which this subcontract relates.
3. **SUBCONTRACTS AND DELEGATION:** Subcontractor shall not subcontract or delegate any of its obligations without written consent of Contractor. Prior to final negotiations with others to perform any of its work on a subcontract basis, Subcontractor shall consult with Contractor and obtain Contractor's approval of those contractors or firms with whom it intends conducting such negotiations.
4. **SUBCONTRACTOR'S RESPONSIBILITY:** Subcontractor shall furnish all equipment, work, labor and material necessary to carry out the work hereunder and to provide a complete and workmanlike job. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown and mentioned in both. In case of conflict, the specifications shall govern. In case of discrepancies, the matter shall be submitted to Contractor whose interpretation unless clearly unreasonable shall govern. Subcontractor agrees to assume the responsibility for incorporating in the work anything which though not mentioned in the drawings or specifications could be reasonably inferred by skilled and experienced persons as necessary to accomplish the work. With the exception of those items and services, if any, which this subcontract expressly states will be furnished by the Contractor, the supply of any item or service necessary for Subcontractor's performance is the sole obligation of Subcontractor including without limitation the following: (a) transportation of all personnel, material, and equipment to and within the worksite; (b) prompt unloading, handling, and storage of all material and equipment to be furnished or used by Subcontractor; (c) cleanup and minimization of debris and surplus material; (d) provision of utilities and heat; (e) weather and other protection for, and make good of damage to, Subcontractor's materials and equipment and the work until final acceptance. Subcontractor assumes and is responsible for minimizing or, if possible, avoiding risks incident to the work including, without limitation, those for which no extension of time is allowable.
5. **INSPECTION, FITTING, CHANGES BY SUBCONTRACTOR:** Notwithstanding any plans or specifications (a) Subcontractor is responsible for timely inspection of any work at the site done by others which may affect its work or to which its work must be joined to ascertain its suitability for use in relation to Subcontractor's work and shall immediately advise Contractor of any deficiencies therein and Contractor shall then have a reasonable time to have such deficiencies corrected, if such correction is Contractor's responsibility, and (b) Subcontractor is responsible for making such measurements and adjustments to its work as is required to insure proper fit between its work and any adjacent or contiguous work.

6. **SITE AND WORKING CONDITIONS:** Except as may be otherwise specifically stated in this subcontract, Subcontractor shall be deemed to have inspected, and to have assumed the risk of loss and expense which may arise out of (a) the condition of the site including subsurface conditions, and (b) conditions which are or may be reasonably expected to occur during the course of the work, including without limitation, labor, conditions at the site, and the need to coordinate its work with that of Contractor and others in strict accordance with the directions of Contractor which are reasonable in relation to the performance of the Prime Contract.
7. **CONTRACTOR'S OBLIGATIONS:** Except to the extent of additional obligations, if any, specifically set out in this subcontract, Contractor's obligation is limited to paying Subcontractor in accordance with this subcontract for work done in accordance with the subcontract and to refrain from willfully interfering with Subcontractor's work except as permitted by this subcontract.
8. **DESIGNATION OF AUTHORIZED SITE REPRESENTATIVE:** Subcontractor shall designate a competent Site Representative who, on behalf of Subcontractor, shall have complete charge of all work and full authorization to bind Subcontractor with respect to it, and Subcontractor shall advise Contractor, in writing, of the name, address, and telephone number (day and night) of such designated Site Representative and of any change in such designation.
9. **SAFETY:**
 - (a) The Subcontractor shall adhere to all legally mandated and all generally accepted standards of safety and to site safety standards, in order to avoid injury to workmen and others and damage to equipment, materials and property. The Subcontractor shall be represented at all scheduled safety meetings. Subcontractor shall comply with all governmental regulations and orders relating to safety, and to such directions in connection therewith or in addition thereto as Contractor may direct, including without limitation any and all Federal, State, and Local Occupation, Health, and/or Safety Requirements.
 - (b) Subparagraph (a) of this paragraph shall, without limitation, require compliance in design and function with requirements of applicable Federal, State, and Local Health, Safety, Environmental Protection Regulations, and Toxic and Hazardous Material Control Acts and Regulations of U.S. Government Agencies (such as EPA, OSHA, MSHA, NRC, and DOT). Labels and Safety Data Sheets for all toxic materials must be attached to/provided with any and all such material Subcontractor receives, at the jobsite. In addition, Subcontractor must advise Contractor's designated site representative (in writing) if such materials will be used, the date expected to arrive at the jobsite, and the actual date of receipt.
 - (c) Subcontractor agrees to hold Contractor and Owner harmless from any and all liabilities, claims, fines, criminal and civil penalties, including reasonable costs and settlements, which may arise out of furnishing and/or construction of items which do not meet these requirements.

10. **CONTRACTOR'S RIGHT TO COORDINATE:** Contractor shall have the right, to the extent in its sole judgment reasonably required, to direct the sequence of the work and to coordinate it with the work of Contractor and others, including Owner. Subcontractor shall coordinate its work with that of Contractor and others and shall minimize its interference therewith.
11. **TEMPORARY FACILITIES:** Subcontractor must obtain Contractor's approval for type, size and location of any temporary buildings and service storage areas.
12. **LABOR AND LABOR RELATIONS:** Subcontractor shall not employ or retain and shall remove any person to whom Contractor may object. Subcontractor shall maintain such labor relations and take such action with respect to labor as required for the continuous prompt execution of the work. As directed by Contractor, Subcontractor shall conduct pre-job conferences on labor in the area where work is to be performed. Subcontractor will follow the procedural rules and regulations of the Impartial Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry when making work assignments.
13. **OVERTIME, HOURS OF WORK AND WORKING CONDITIONS:** Subcontractor shall not work overtime, except incidental overtime, without the written consent of Contractor which may be withheld unless in Contractor's sole judgment (a) such overtime will not adversely affect it or other Subcontractors or the Owner and (b) there is no other reasonable basis in Contractor's sole opinion why such overtime shall not be worked. Contractor shall fix the hours of work for all employees at the site and this shall be done on a reasonable basis. Subcontractor shall not pay any allowances or afford or permit any deviation in working conditions or practices from those prevailing in the local area without the written consent of Contractor. Subcontractor agrees to advise Contractor prior to making any new commitments in the negotiation of new agreements or understandings with local or national organizations as they affect the work.
14. **CONTACTS:** No contacts shall be made directly with Owner unless authorized by Contractor, in writing. Any and all contacts concerning the specifications, terms, conditions, prices or delivery on this subcontract shall be made by Subcontractor only with the designated representative of Contractor.
15. **COMPLETION:** The work shall be completed by the time or times, and in the sequence, specified in this subcontract or in Subcontractor's schedule approved in writing by Contractor. To the extent there are no such schedules, the times and sequences may be fixed by the Contractor whose judgment, if reasonable in relation to the performance of the Prime Contract, shall prevail. The subcontract price shall be deemed to include all sums required to meet such completion date. If so directed by Contractor, Subcontractor shall without additional charge work such overtime and shall take such other action as is practically possible to avoid, or, otherwise, to minimize the effect of delays. If, in the opinion of Subcontractor, such action is not required because of any breach or failure on its part to meet the obligations which it has assumed hereunder and provided that the action is required because of Contractor's default, Subcontractor shall notify Contractor in writing within two (2) working days of the date Contractor directs such action. If, after Subcontractor makes such written objection, Contractor shall nevertheless thereafter order Subcontractor in writing to take all or part of such action,

Subcontractor shall do so; but to the extent such action is not in fact and law required by such Subcontractor breach or failure and is required because of Contractor's default the matter shall be handled as a change, provided Subcontractor has in all other respects complied with the requirements of the paragraph entitled "Changes and Extra Work," and further provided that Subcontractor's recovery for delay, acceleration or additional cost, if any, shall in any case be limited to its additional direct field payroll costs and shall not include any claims for inefficiencies. No promise, representation or warranty shall be deemed to be made to Subcontractor by reason of Contractor's specification of the time or times for completion.

16. **SCHEDULE:** If requested by Contractor or if this subcontract so requires, Subcontractor shall submit its schedule, in such detail as Contractor may require, for performance of the work in conformity with this subcontract. Such schedule is subject to approval by Contractor and after approval may not be changed by Subcontractor without Contractor's approval. Subcontractor shall promptly advise Contractor, in writing, of any deviation from such schedule or schedules.
17. **EXPEDITING:** Subcontractor shall assist Contractor and his designees, which may include Owner, in expediting. This obligation includes the furnishing of such information and such access to the plants of Subcontractor and its suppliers as Contractor may require.
18. **DELAYS AND SUSPENSION:** Subcontractor shall, in writing, promptly and in no event later than two (2) working days after Subcontractor knows of or should have foreseen the delay, advise, and thereafter keep advised, Contractor concerning any delay or additional delay in the work. Without limitation, Subcontractor shall not be excused from delay from any causes (a) foreseen or foreseeable at the time this subcontract is executed or (b) normally incident to the work or (c) due to any act or omission of the Subcontractor or (d) not excusable under the Prime Contract except to the extent caused by a breach of this contract by Contractor. Except for delays falling within the categories just mentioned, if the delay results from acts of God or government or from other reasons including acts of Owner or Contractor, which as a matter of law excuse Subcontractor from performance within the time specified, and if Subcontractor complies with the notice provisions of this Paragraph, Subcontractor's time for completion shall be extended to the extent of such delay, but this shall be its sole remedy for such delay except for, and to the extent of, delay caused by the direct default of Contractor in which event Subcontractor shall be entitled, to the extent the costs are so caused, and provided that Subcontractor has notified Contractor in writing as provided above and thereafter handles the matter as a change under the Changes Provision, to recover its provable additional direct field payroll costs without any recovery for claimed inefficiencies; but this shall be the limit of Subcontractor's remedy in such case. Contractor may, from time to time, suspend Subcontractor's performance hereunder by written order. In the event of such suspension Subcontractor shall consult with Contractor to minimize costs and shall follow Contractor's directions in this connection and Subcontractor's recovery for suspension including delay shall be limited as provided under this section for delay. Abnormal weather conditions or delays in the procurement of equipment, material or supplies, except those of a force majeure type, shall not excuse Subcontractor from delay.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared RICHARD M. SCHUMACHER and FREDERICK F. EICHHORN as the duly authorized attorneys-in-fact of Lever Brothers Company as evidenced by the Power of Attorney attached hereto as recorded in the Office of the Recorder of Lake County, Indiana, on the 29 day of March, 1988 in Crown Point, Ind; and acknowledged the execution of this Contract for said Company.

Dated this 23 day of May, 1988.

Sheila A. Ashcraft
Notary Public
A Resident of Lake County,
Indiana
SHEILA A. ASHCRAFT

My Commission expires:
12-10-91

STATE OF)
) SS:
COUNTY OF)

Before me, a Notary Public, in and for said County and State, personally appeared ROBERT ACKER and JOHN W. WEAVER, the MATERIALS DEPT. MGR and VICE PRESIDENT respectively, of ATEC ASSOCIATES, INC., as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 23 day of May, 1988.

Ronald G. Palumbo
Notary Public

My Commission Expires:
March 8th 1989

County of Residence:
LAKE

19. FINAL ACCEPTANCE OF WORK: Subcontractor shall notify Contractor, in writing, when all of the work is completed. After receiving such notice, Contractor shall inspect the work and if, in Contractor's sole judgment, the work is complete, Contractor shall give written notice to the Subcontractor of final acceptance with reasonable promptness, and the work shall be deemed completed and finally accepted as of the date specified in said notice.
20. TERMS: Unless otherwise specified herein, the subcontract price shall be paid at a rate which bears the same proportion to the total subcontract prices as the work properly installed at the site bears to the total work less a retention as specified in this subcontract, which retention will be paid promptly after final completion and acceptances under this Subcontract and the Prime Contract. Payments shall be made with reasonable promptness after the end of each month upon the basis of Contractor's reasonable estimate of the work done during the preceding month provided that Subcontractor has submitted an invoice and other support reasonably required by Contractor and Contractor has had ten (10) working days to review such submission. As a condition to final payment Contractor may require a release from Subcontractor, in form and substance satisfactory to Contractor, of all claims against Contractor and Owner except such specific claims as Contractor in its sole reasonable judgment may permit to be excepted.

In any event Contractor may withhold payment in whole or part without becoming liable to Subcontractor if in Contractor's sole opinion Contractor has reasonable grounds to believe that Subcontractor is or may be liable to it or to Owner or has or may default, or that liens, garnishments or attachments have or may be asserted or that there is defective work. Such withholding shall be to the extent and for so long as is reasonably necessary in the Contractor's sole judgment. To the extent such payments are withheld not in accordance with this paragraph but not in willful bad faith, Subcontractor's sole remedy shall be to recover such amounts together with interest at the prime rate from time to time prevailing at New York Banks during such withholding and it shall in meanwhile continue its performance.

Contractor may make any payment due hereunder through the medium of a check made payable to the joint order of Subcontractor and such of Subcontractor's workmen, materialmen, subcontractors, creditors, or other claimants, or any of them whose claims against Subcontractor shall, in Contractor's sole determination, be in jeopardy of nonpayment.

21. TAXES: Unless otherwise specified herein, all taxes which Subcontractor may be required to pay or collect are for Subcontractor's account and shall be deemed to be included in the price stipulated, whether or not they are required to be separately stated.
22. TITLE, ADVANCE PAYMENTS: Title to all labor, material and equipment shall pass to Contractor upon delivery to the job site, but this shall not shift the risk of loss to Contractor. If payments are made by Contractor prior to delivery or installation, or if Contractor supplies items to be included in the work, Contractor may require that the goods in process be marked or otherwise identified, and Subcontractor shall execute such documents and take such action as is in Contractor's opinion necessary to give Contractor the exclusive right to take possession and title thereto at any time, as well as a security interest therein. No such advance payment shall operate to relieve Subcontractor of risk of loss or any other obligations under this subcontract.

23. **PROPERTY FURNISHED BY CONTRACTOR:** All drawings, specifications, materials and equipment furnished by the Contractor shall remain its property, shall be used only for performing work on this subcontract, shall be held at Subcontractor's risk and shall be returned upon completion of the work.

24. **CHANGES AND EXTRA WORK:** Contractor may order changes in the work from time to time. If such work involves extra cost to Subcontractor or will adversely affect its work, Subcontractor shall promptly so advise Contractor in writing in such detail as Contractor considers reasonable, including an estimate of the effect of the change on time and performance, prior to beginning the work but not later than two (2) working days after the change is ordered. If such notice is not so given it shall be deemed that no additional compensation or other adjustment in favor of Subcontractor is due to Subcontractor. If such notice is given or if, in the opinion of Contractor, such change involves a reduction in the amount of expense of Subcontractor, Contractor and Subcontractor shall endeavor to agree upon an adjustment to the affected terms of the subcontract, including the subcontract price. Increases in the subcontract price or reductions in Subcontractor's obligations agreed to by Contractor will only be effective if made by a Change Order signed by Contractor and Subcontractor. The adjustment to the Subcontract price will be made on the following basis:

- (a) To the extent applicable such adjustment shall be made upon the basis of cost provisions and unit prices set out in this subcontract.
- (b) Other adjustments to the extent of any not covered by the preceding subparagraph (a) shall be limited to adjustments to take into account only Subcontractor's direct costs plus a reasonable amount to cover overhead and profit.

If so directed by Contractor in writing, Subcontractor shall proceed with the change prior to the time the amount of any price or other required adjustment is determined and the parties shall thereafter use their best efforts to reach mutual agreement of the points on which they have not agreed. If the point involves compensation, Contractor may pay Subcontractor, without prejudice to any claim by either party, the amount of adjustment which, in Contractor's judgment, is reasonable based on the facts then known to Contractor, and such amount shall not then be subject to further discussion. This provision shall not be construed to reduce or limit Contractor's rights or remedies under this or any other provision including the right to recover over payments.

Increases in the subcontract price to the extent they are on a cost reimbursable or unit price basis shall be reimbursed as specifically provided in this subcontract, and in the absence of such a provision, promptly after submission of an invoice satisfactory to Contractor with support satisfactory to Contractor in the month following that in which the costs are paid or units furnished, as the case may be. Increases in the subcontract price to the extent done on a fixed amount basis, including fee, shall be paid in monthly installments which, in the judgment of Contractor are proportionate to the progress of the changed part of the work during the calendar month preceding that in which each payment is made, and shall be subject to a retention proportionate to the retention otherwise specified in this subcontract.

In order to obtain reimbursement for changes, unless done on a mutually agreed lump sum basis, Subcontractor shall keep records of its costs in a manner and to an extent satisfactory to Contractor and which satisfies Contractor's obligations under the Prime Contract, including daily records of man-hours and material used.

25. **SECRECY:** All designs and data furnished by, or at the instance of, Contractor shall be used only to perform this subcontract. Such designs and data shall be kept confidential except data which Subcontractor can prove is available to the public or was in writing and already in its possession at the time such designs and data were furnished or thereafter was rightfully received from a third party. Subcontractor shall execute and observe any agreements relating to confidentiality or proprietary rights which Contractor or Owner requires.
26. **PATENTS AND SIMILAR RIGHTS:** Subcontractor shall indemnify and save harmless Contractor from all cost, damage, loss and expense as a result of any infringement or claim of infringement of any patent or proprietary right including those for litigation (including attorney's fees) and for changes or replacement and related costs to avoid infringements arising from the performance of the work on this subcontract. At Contractor's request, Subcontractor shall defend any suit or action arising out of any such infringement or claim; but Contractor, and at Contractor's option the Owner, shall be entitled to be fully advised and to participate in any such suit or action. No such suit or action shall be settled, discontinued, nor shall judgment be permitted to be entered if, in Contractor's sole opinion, its interest would be adversely affected. If Contractor from time to time so elects, those parties to which Contractor furnished the items covered by this subcontract or to which it is correspondingly liable shall, in addition, have the same rights as Contractor under this Clause 26. Subcontractor's indemnity does not extend to items manufactured to Contractor's own specific design unless originally submitted or suggested by Subcontractor.
27. **COMPLIANCE WITH LAW, PERMITS, AND REGULATIONS:** In the performance of the work Subcontractor at all times shall comply with, and shall indemnify and hold Contractor harmless against all cost, damage and expenses resulting from any actual or claimed violation of any and all laws and any and all rules, regulations, and orders of public authority applicable or pursuant hereto whether Federal, State, or Local including, but not limited to, safety, building and wiring codes, wages, unemployment compensation, workmen's compensation and social security laws; and Subcontractor shall file all reports, pay all taxes, fees and charges required by such laws, rules, regulations or orders and shall without reimbursement indemnify Contractor and Owner against any and all liabilities and penalties by reason of any failure on the part of the Subcontractor to comply with any such laws, orders, rules and regulations. Subcontractor certifies compliance with the "Fair Labor Standards Act of 1938" as amended and all invoices shall so certify. Except as otherwise specified herein, the Contractor or Owner shall secure and pay for all permits, licenses and easements for permanent structures and all necessary authorities, permits, licenses, priorities and clearances required to be produced by and in the name of the Contractor or Owner for prosecution of the work. Any engineering or presentation from Subcontractor in connection with the Contractor or Owner obtaining said permits, licenses and easements shall be considered a part of Subcontractor's work.

28. **INSPECTION AND REJECTION OF MATERIALS AND WORKMANSHIP:** The work including materials and workmanship performed is subject to inspection and tests by Contractor and Owner at any reasonable times, at any and all places where such manufacture or performance shall be carried on. Advance notice of readiness for inspection shall be given as specified in the Subcontract within the time specified or otherwise not less than two (2) nor more than four (4) working days. Failure to make inspection or test or to discover defects or to object thereto shall not prejudice or operate as a release or waiver of the rights of Contractor or Owner including the right to inspect or reject at a later time, nor shall it release Subcontractor from any of its obligations under this Subcontract. Unless otherwise specified herein, Subcontractor shall furnish, at its expense such facilities as may be necessary for the making of such inspection and tests. Subcontractor shall bear the expense of uncovering and recovering work specifically or customarily subject to prior inspection hereunder or under the Prime Contract if such work is covered without Contractor's consent before such inspection is made.

If Contractor orders the uncovering of the work not specifically subject to prior inspection hereunder or customarily subject to inspection, Contractor shall bear the reasonable direct cost of uncovering and redoing the affected work unless any defects or noncompliance with the subcontract is found, in which case all costs shall be borne by Subcontractor.

29. **CLAIMS, ASSIGNMENTS, GARNISHMENT, AND ATTACHMENT:** Subcontractor shall not assign any of its rights hereunder without the written consent of Contractor, and any assignment attempted without such consent shall be void to the extent it can be made so by contract. No assignment shall be attempted without seven (7) days prior actual notice to Contractor, and any assignment without such notice is void to the extent it can be made so by contract. As a condition to the effectiveness of any assignment, except as otherwise permitted by law notwithstanding this provision, and in any case, as a condition to the satisfaction of any claim including without limitation any claim with respect to an assignment permitted by law notwithstanding the foregoing prohibition, Contractor may require a hold harmless agreement, a full release and indemnity and a bond satisfactory to Contractor from Subcontractor.

In any case, including an assignment effective notwithstanding the foregoing prohibition, or in the event of any claim, attachment or garnishment, Contractor shall have, in addition to any other rights under this Subcontract, the right to take one or more of the following actions:

- (a) with such notice, if any, as Contractor deems reasonable, to make payment to Subcontractor as exclusive agent of any garnishor, assignee, or claimant notwithstanding any such assignment, garnishment, or claim;
- (b) to set off or counterclaim against Subcontractor or its assignee or any garnishor, claimant or other person or entity with respect to the amount involved, notwithstanding the fact that such set off or counterclaim may arise out of a transaction or occurrence unrelated to this Subcontract, whether it occurs or arises before or after the date of such assignment or notice thereof;

- (c) to recover in whole or part as Contractor may elect from Subcontractor or out of any amount claimed, assigned, attached or garnished or out of any amount theretofore or thereafter owed to Subcontractor all damages, costs, and expenses incurred in relation to such claim, assignment, garnishment or attachment, including court costs and attorney's fees;
 - (d) to withhold any and all amounts until it is certain in its sole judgment to whom such funds should be paid without liability on the part of either Contractor or Owner in any event to pay such sum more than once;
 - (e) to exercise each and every right stipulated in this agreement including the right to withhold;
 - (f) to require as a condition to payment a full and complete release in favor of itself and Owner, in form and substance satisfactory to Contractor, from each and every person or entity which in its sole judgment may be a claimant to such payment or any other payment theretofore or thereafter paid or due to Subcontractor.
30. CORRECTION OF DEFECTIVE WORK: Any work not performed in accordance with the drawings and specifications or within the intent thereof, or of this subcontract, and not approved, in writing, by a representative of Contractor, shall be corrected immediately without delay in the progress of the work and at no additional cost to Contractor or Owner. Correction of any defective work must be done within the terms and conditions of this Subcontract.
31. WARRANTY: In addition to any other Subcontractor warranties, expressed or implied by law, Subcontractor warrants that all items and services will be in accordance with this Subcontract and conform to specifications, drawings and data which are part of it or with which it obligates Subcontractor to comply, that they will be fit for the use specified or intended, and that all materials and workmanship shall be of first quality and the best of their kinds. Without limitation of Contractor's other rights and remedies, in cases where this warranty is breached, or where defects or deficiencies appear prior to twelve (12) months after final acceptances under this Subcontract and the Prime Contract, whichever is later and Subcontractor does not within the time limits set by Contractor promptly begin and diligently complete the repair of the defect in accordance with Contractor's required schedule, Contractor at its option may either reject the items in whole or in part, in which case to the extent of rejection the risk of loss, cost of repair, cost of return and storage and other damages including costs of replacement from such sources as Contractor may elect will be for the Subcontractor's Account; or the Contractor at its option may repair all or part of the items not rejected and charge to the Subcontractor Contractor's damages including the costs incurred for or in relation to repairs plus an amount equal to the diminished value of the items as repaired. Warranties under subcontract are also for the benefit of any party to which Contractor supplies the work or to which the Contractor is correspondingly or similarly liable with respect thereto.

32. **LIENS AND CLAIMS:** To the extent it is legally possible to do so, Subcontractor waives on behalf of itself, and its suppliers and subcontractors and the employees of all of them the right to file any lien, and Subcontractor shall take such action and execute such documents as in Contractor's opinion are required to effect this provision. Subcontractor shall immediately satisfy and discharge and shall indemnify and hold harmless Owner and Contractor against all liens, claims, demands or legal proceedings arising out of actual or alleged acts or omissions of Subcontractor in relation to this Subcontract or the performance thereof. If so required from time to time by Contractor, Subcontractor shall provide lien waivers, in form and substance satisfactory to Contractor, for itself and for its subcontractors and suppliers as a condition to each payment otherwise due hereunder and shall provide information and substantiation of the nature and extent of all obligations of Subcontractor incurred in connection with the work, all payments thereon and all amounts unpaid and the reasons therefor. If a lien is filed in respect to Subcontractor's work, Subcontractor shall at its own expense immediately take such action as is possible to remove or satisfy such lien, claim, demand, or legal proceeding in default of which Contractor may do so and charge Subcontractor with the expense. Contractor may upon two (2) days notice pay or otherwise satisfy any claims against Subcontractor for which Contractor or Owner, in Contractor's sole judgment, may be liable, and may reimburse itself out of funds due to or withheld from Subcontractor or may recover such amount from Subcontractor.
33. **CONTRACTOR'S REMEDIES:** In the event of any default or defective work which Subcontractor does not, in the sole judgment of Contractor, immediately begin, and thereafter proceed with diligence to remedy upon notice from Contractor, or in the event of any default or defect which Contractor in its sole judgment determines to be a material default or defect, or if Subcontractor for any reason (other than one for which it is entitled to an extension of time provided under "Delays and Suspension") fails to proceed with the work in accordance with the subcontract, Contractor may take such action as in its sole judgment is advisable to remedy or to avoid such default, delay or defect including proceeding with its own forces or those of others and taking possession and use of all equipment and material at the site (all of which Subcontractor hereby agrees to leave for such purpose), and Subcontractor shall reimburse Contractor for all additional costs which it may incur in connection with or as a result of such action to the extent Contractor has not recovered from amounts otherwise due Subcontractor. Alternatively or in addition as Contractor may from time to time elect, upon such defaults or defects or delay, or if the Subcontractor shall become bankrupt or insolvent, or if Contractor shall have reasonable grounds to believe that Subcontractor is bankrupt or insolvent, legally or equitably, or unable to pay its debts as they become due or if the Subcontractor becomes involved in any labor difficulties which in the opinion of the Contractor impedes or slows down the work, or if Subcontractor shall fail to maintain such materials, equipment and personnel of such kinds and at such places as in Contractor's sole judgment are reasonably required for its performance hereunder, Contractor may from time to time also terminate all or part of Subcontractor's further performance and/or further rights hereunder, as Contractor may elect, and, at Contractor's discretion, proceed as provided in the preceding sentence.

In the event of any such default, defect, delay, labor difficulty, failure, bankruptcy or insolvency, Subcontractor shall not be entitled to any further payment until the matter is remedied to the satisfaction of Contractor, and shall then be paid only such amount as is reasonably due for work properly done by Subcontractor less all damages, loss, and additional expense suffered by Contractor as a result of such default. If such damage, loss and expense shall exceed the amount due to Subcontractor, such amount shall be paid immediately to Contractor by Subcontractor. No remedy afforded to Contractor either under this Subcontract or as a matter of law shall be deemed to be exclusive.

34. **TERMINATION:** Contractor may terminate, in whole or in part, Subcontractor's further performance and Contractor's obligations at any time by written notice to Subcontractor. Subject to the limitation in the next following paragraph, if such termination is for Subcontractor's breach then to the extent of such termination, Subcontractor's right to recover any additional cost or profit hereunder shall end and Contractor shall have against Subcontractor all remedies provided by law and equity and this Subcontract. In the event of termination for other than breach, the total price payable under this Subcontract shall be reduced to an amount which Contractor determines to be equitable in relation to the work completed to the date of termination but not to exceed that percentage of the total Subcontract price which is equal to the percentage of the total work covered by this Subcontract completed as of the effective date of termination as determined in the reasonable judgment of Contractor; provided, however, that the total price for any work done on a cost plus or unit price basis shall not exceed the amount otherwise payable hereunder as of the date of termination as computed upon such cost plus or unit price basis. If Contractor incorrectly terminates Subcontractor for default as above provided or for breach, this shall be deemed to be a termination by Contractor for reasons other than default or breach, and payment shall be made as in the case of termination at Contractor's option plus an additional amount as liquidated damages equal to Subcontractor's actual damages and costs of collection, which additional amount in the aggregate shall not exceed the lesser of ten (10) percent of the price then determined or One Thousand Dollars (\$1,000).

For purposes of computation of payments to Subcontractor in the event of termination for other than for breach by Subcontractor or deemed to be for reasons other than default or breach by Subcontractor, the total work and the total price covered by this Subcontract shall be computed, by Contractor, without regard to additional or extra work which Contractor had not obligated itself to award to Subcontractor prior to the time of termination and without regard to anticipated or future profit to Subcontractor.

In the event of termination for any reason Subcontractor shall cooperate in minimizing costs and losses including transfer of work in progress to Contractor and as a condition to further payment hereunder in the event of termination Subcontractor shall comply with Contractor's instructions concerning the time and manner of termination of its work and shall without additional charge take such action as Contractor may require to vest in Contractor all, or such part as Contractor may require, of such rights as Subcontractor may have under subcontracts or purchase orders which Subcontractor may have placed in relation to this Subcontract. Should such termination occur Contractor expressly reserves the right to perform the work with its own forces.

This Clause 34 shall not be construed as limiting any other rights or remedies available to Contractor.

35. **LOSS OR DAMAGE BY ACTIONS OF OTHERS:** If the Subcontractor sustains damage or loss through any delay, default, act or omission of any other contractors, subcontractors, or their agents or employees, Contractor shall not be liable therefor; but nothing herein contained shall be construed to limit the Subcontractor from pursuing its legal remedies against such other contractors or subcontractors, or their agents or employees.

Subcontractor shall have no claim against the Contractor for damage or loss by reasons of delay, default, act or omission of other contractors, subcontractors or their agents or employees, but nothing herein contained shall limit any rights of Subcontractor to recover therefor against such other contractors, subcontractors or their agents or employees. If the Subcontractor by any default, negligence or misconduct on its part, damages any other direct or indirect subcontractor or contractor, it hereby agrees to be directly responsible to such other direct or indirect subcontractor or contractor for any such damage.

The limitations of this clause shall not apply to the extent that Subcontractor's recovery is defeated because a substantially similar provision does not appear in other relevant contracts with such other contractors, or subcontractors, but this provision shall not be deemed to create any greater liability on the part of Contractor than Contractor would otherwise have.

36. **DISPUTES:** It is the general intention of the parties that any dispute relating to this Subcontract or the Prime Contract or involving a matter or question of law or fact common to them or the parties thereto shall be settled, to the extent feasible, before a single forum selected by Contractor, and a decision by such forum with respect to any such question or matter shall be binding on Subcontractor, provided that it has a reasonable opportunity to be represented and heard. To this end:

- (a) At Contractor's written election all disputes and controversies of whatever nature arising under this Subcontract that cannot be resolved by mutual agreement, shall be submitted to arbitration in accordance with rules of the American Arbitration Association to a single arbitrator. The place of arbitration shall be Cleveland, Ohio, or the municipality in the opinion of Contractor reasonably convenient to the work site, whichever the Contractor may elect.
- (b) If Contractor shall not elect arbitration, or if in the opinion of Contractor any dispute involves either a matter of question of law or fact common to the Subcontract and the Prime Contract or involves third parties the dispute shall at the option of the Contractor be submitted to the forum which in Contractor's reasonable opinion can best determine and settle most aspects of such dispute and the decision of that forum shall be binding on the parties, provided that they have been given notice and the opportunity for adequate representation.
- (c) In the event of any proceeding pursuant to this provision, the parties shall take action to see that proceedings before any other forum shall be stayed pending completion of such proceeding and the decision of the forum with respect to such proceeding pursuant to this provision shall be binding upon the parties and supersede any contrary decision of any other arbitrators or forum to the extent equitable.

- (d) Subcontractor hereby consents to such service and to submit itself to such jurisdiction as is necessary to effect the purposes of this Clause 36, and further hereby agrees to and consents to such stays and other actions necessary to effect the purposes hereof.
- (e) For purposes of this article a "forum" includes arbitration or an administrative proceeding.
- (f) In the event of any dispute or claim by Subcontractor, Subcontractor shall continue the work in accordance with this subcontract and its sole remedy shall be to pursue the remedies hereinabove set forth.

In furtherance of the preceding provisions if a claim including claims for extra costs or delay, in the opinion of Contractor, involves the Owner or a claim relating to the Prime Contract, then at the option of Contractor the claim shall be processed and resolved by a forum having jurisdiction over the Owner or which is empowered or designated to determine and settle disputes between Owner and Contractor, and:

- i. Such shall be the sole and exclusive method for the resolution of any such claim of Subcontractor concerning the Subcontract, and interpretations, changes, or modifications thereof and any actions, directions or requirements of the Owner.
- ii. The decision of such forum with respect to any such dispute or claim of the Subcontractor will be final and conclusive, subject only to such further review as may be provided by the Prime Contract, law or regulation.
- iii. In the event of claims not disputed by Contractor, Contractor will at Subcontractor's expense, reasonably assist in the pursuit of such claims for and on behalf of the Subcontractor to a decision.
- iv. The Subcontractor shall be responsible for the preparation, documentation and active prosecution and presentation of such claim to the extent permitted, and the Subcontractor agrees to bear all costs and expenses incident thereto including any cost of legal services. Contractor will pay to the Subcontractor whatever is received from the Owner on behalf of the Subcontractor less any mark-up of the Contractor which is specifically allowed and paid by the Owner. The liability of the Contractor to the Subcontractor upon any such claim so processed is liquidated by and limited to the amount so received for and on behalf of the Subcontractor less any such mark-up, and the decision with respect to such claim under such procedure shall be final and conclusive not only as to the obligations of the Owner but also as to the liability of the Contractor to the Subcontractor, and shall be a bar to any further action upon such claim by the Subcontractor.

37. **NONDISCRIMINATION IN EMPLOYMENT:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Subcontractor shall take affirmative action to insure 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. Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Subcontractor shall, in all solicitations or advertisements for employees placed by Subcontractor or on Subcontractor's behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin. Subcontractor shall send to each labor union or representative of worker's with which Subcontractor has collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of Subcontractor'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. Subcontractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965 (including amendments thereto), and of the rules, regulations, and relevant orders of the Secretary of Labor. Subcontractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 (including any amendments thereto), and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to Subcontractor's books, records, and accounts by the Contractor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of Subcontractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended, in whole or in part and Subcontractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 (including any amendments thereto), and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law. Subcontractor shall include the provisions of this section 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 (including any amendments thereto), so that such provisions will be binding upon such subcontractor or vendor. Subcontractor shall take such action with respect to any subcontract or purchase order as the Contractor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Subcontractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contractor, Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

38. WORK RULES: To the extent that Contractor is bound thereby, Subcontractor, on its behalf and that of its subcontractors direct and indirect agrees to perform so as to enable Contractor to comply with the terms of the agreement dated June 1, 1973, between the National Constructors Association on behalf of its member companies and the Building and Construction Trades Department, AFL-CIO on behalf of its constituent National or International Unions as from time to time amended, relating to work rules and Subcontractor agrees to indemnify, hold harmless and, at Contractor's option, defend Contractor from any loss, damage or expense arising from the failure of Subcontractor or such subcontractors, so to perform.

970303

AMENDED

970141

POWER OF ATTORNEY

MAR 29 1988
LILLIAN A. BLASTICH
STATE OF INDIANA
COUNTY OF LAKE
46307

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Walter M. Volpi as Vice President of Lever Brothers Company (Incorporated) (the "Corporation") and Andrea B. Mandelsberg Acting Secretary of the Corporation do hereby make, constitute and appoint each of the General Partners of the law firm of Eichhorn & Link located at 200 Russell Street, Hammond, Indiana specifically Frederick F. Eichhorn, Jr., William H. Eichhorn, Frederick H. Link, David C. Jensen, Richard M. Schumacher, Peter L. Hatton and Paul A. Rake, as the true and lawful attorney for the Corporation with full right and authority to execute, acknowledge and attest no-lien contracts on behalf of the Corporation in conjunction with subcontracts entered into by Davy McKee Corporation for carrying out work in connection with the HSSO project at the Corporation's Hammond, Indiana manufacturing facility.

That the power, right and authority herein granted is for the specific purpose herein enumerated and for no other purpose.

That the Power of Attorney shall be effective as of the date of its execution and shall remain in full force and effect until the 1st day of June, 1990, unless sooner terminated by the Corporation in writing.

IN WITNESS WHEREOF, the undersigned Walter M. Volpi and Andrea B. Mandelsberg have caused this instrument to be executed this 28 day of MARCH 1988.

LEVER BROTHERS COMPANY

By: Walter M Volpi

Printed Name: WALTER M. VOLPI

Title: Vice President

ATTEST:

By: Andrea B. Mandelsberg

Printed Name: ANDREA B. MANDELSBERG

Title: ACTING SECRETARY

Contractor may withhold from Subcontractor any amount for which Subcontractor is or may be liable hereunder should the provisions of the aforesaid agreement be invoked because of any actual or alleged action or omission by Subcontractor, its subcontractors, or their employees which actually or allegedly causes or may cause Contractor to be liable under such agreement. A copy of the aforesaid agreement is available to Subcontractor on request. The substance of this provision, including this sentence, shall be included in all subcontracts hereunder.

39. **WAGE AND PRICE REGULATION:** The government may reinstitute regulation of prices and wages in the construction industry. Accordingly: a) Subcontractor agrees to comply in all respects with any such regulations as may from time to time be issued; b) Subcontractor agrees that Contractor may from time to time withhold or recover from payments to Subcontractor, such amount or amounts as in the reasonable opinion of Contractor is or are required to be withheld or paid over by Contractor in respect of any obligation arising from governmental regulation of construction industry prices or profits, including without limitation, any amount which is to be paid in respect of a disapproval of a wage increase to any class or classes of field labor including any amounts owed with respect to any obligations arising from the performance of any subcontractors of whatever tier employed by Subcontractor directly or indirectly; and c) Subcontractor shall deliver to Contractor such certifications and other documentation as such regulations may require or as may be required to be obtained by Contractor as a result of such regulations.
40. **AMENDMENTS:** Amendments or changes to this Subcontract shall only bind Contractor if in a writing which states that it amends this Subcontract and is signed by Contractor's authorized representative.
41. **CONTRACTUAL RELATIONSHIP:** In the performance of this Subcontract, Subcontractor shall operate as an independent contractor. Subcontractor shall hold Contractor and Owner free and harmless from all liability, costs and charges arising out of or in connection with any act or representation of Subcontractor, its agents or employees.
42. **SUBCONTRACT INCLUDES ENTIRE AGREEMENT:** This Subcontract embodies the entire agreement between Contractor and Subcontractor. Subcontractor represents that in entering into this Subcontract it does not rely on any previous oral, written, or implied representation, inducement or understanding of any kind or nature.
43. **SEVERABILITY:** Since this is a general form, any legally invalid provision shall be considered severable and the remaining provisions shall remain enforceable.
44. **NOTICES:** Written notice as provided in this Agreement shall be deemed to have been duly served when received by Contractor's authorized representative or Subcontractor's designated representative, as applicable.

Acknowledged and accepted this 23 day of May, 1988.

BY

PRINTED NAME

TITLE

COMPANY

John Weaver
John Weaver
V.P.
Atec Associates, Inc.

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.

NOTE:

- (1) Wherever the terms "OWNER", "ENGINEER" or "LEVER BROTHERS" are used in this document, the term "CONTRACTOR" is to be substituted.
- (2) Wherever the term "CONTRACTOR" is used in this document, the term "SUBCONTRACTOR" is to be substituted.
- (3) The retainage in this document is 15%. The contractual retainage of 10% is to be substituted.

APPROVED
By *[Signature]* Date *5/23/81*

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

2915 3/81

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.

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- 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)

SUBCONTRACTOR'S SCOPE OF WORK

SC-7086-7

QUALITY INSPECTION AND TESTING SUBCONTRACT

FOR

LEVER BROTHERS COMPANY

HSSO FACILITY

HAMMOND, INDIANA

CONTRACT NO. 708600

REVISION B - 5/15/88 - RELEASED FOR CONSTRUCTION
REVISION A - 4/22/88 - ISSUED FOR BIDS

DAVY MCKEE CORPORATION
ENGINEERS & CONSTRUCTORS
100 OAK WAY
BERKELEY HEIGHTS, NEW JERSEY 07922

SUBCONTRACTOR'S SCOPE OF WORK:

Provide all labor, supervision, tools, equipment, materials, insurance and miscellaneous expenses necessary to perform testing, analysis and reporting on an "on call - as needed" basis in accordance with this Scope of Work.

DEFINITIONS:

OWNER: Lever Brothers Company

CONTRACTOR: Davy McKee Corporation

SUBCONTRACTOR: Inspection/testing firm awarded a subcontract to perform all work described in this Scope of Work.

WORK INCLUDED BUT NOT LIMITED TO:

1.0 DESCRIPTION OF PROJECT:

A. HSSO BUILDING

SUBCONTRACTOR'S activity shall be required in the erection of the HSSO Building and an enclosed railroad unloading structure.

The HSSO Building is a four story steel framed industrial structure (approximately 74,000 square feet). The first floor will be a concrete slab over compacted fill. The upper floors will be concrete on metal decking. The whole area of the building will be mass excavated to remove structurally unsuitable subgrade material. The whole area will then be backfilled to an elevation 2'-0" above grade with compacted granular fill. SUBCONTRACTOR will perform soils sample and testing through CONTRACTOR'S Field Superintendent, to correct areas where compaction does not meet specification criteria.

SUBCONTRACTOR shall also make concrete slump and cylinder compression/break tests. All samples will be taken by SUBCONTRACTOR for testing in SUBCONTRACTOR'S laboratory.

As steel is erected, SUBCONTRACTOR shall perform inspection of structural connections and welds including radiography if deemed necessary.

Davy McKee

ENGINEERS AND CONSTRUCTORS

SUBCONTRACT ORDER

TO: Atec Associates, Inc. 1501 East Main Street Griffith, Indiana 46319	SUBCONTRACT ORDER NUMBER SC- 7086-7
ATT: Mr. Robert Acker	DATE:
PHONE: (219) 924-6690	PAGE 1 OF 9

DAVY MCKEE CORPORATION, hereinafter referred to as "CONTRACTOR" and ATEC ASSOCIATES, INC., hereinafter referred to as "SUBCONTRACTOR" hereby agree that SUBCONTRACTOR shall perform the work described herein as will be required in connection with the HSSO Facility Project which we are constructing for LEVER BROTHERS COMPANY INC., hereinafter referred to as "OWNER". Work will be done at OWNER'S facility in Hammond, Indiana.

This Subcontract Order consists of this document, the following listed documents and any other document included herein by reference. Documents are listed in order of precedence.

- THIS SUBCONTRACT ORDER
- SUBCONTRACTOR'S SCOPE OF WORK, REVISION B, DATED MAY 15, 1988
- SPECIAL CONDITIONS (HSSO/SC DATED MARCH 14, 1988)
- SUBCONTRACT GENERAL CONDITIONS (FORM DM-588, REV. 2/81)
- LEVER BROTHERS COMPANY, INC.'S GENERAL CONDITIONS - CONTRACT WORK (FORM GC-3, REVISION 13), DATED FEBRUARY 27, 1981
- DMC'S SAFETY GUIDELINES
- LEVER BROTHERS COMPANY, INC.'S SAFETY STANDARD NO. 9, REVISION DATED DECEMBER 1, 1975 WITH ATTACHMENTS 1 AND 2
- LEVER BROTHERS COMPANY "EYE PROTECTION POLICY"
- LEVER BROTHERS COMPANY "ON THE JOB SAFETY"
- NO LIEN CONSTRUCTION CONTRACT
- AFFIDAVIT, AGREEMENT, RELEASE AND WAIVER OF LIEN (FORM DM-651 and DM-651A)
- CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT *EXHIBIT A*

MARK ALL CORRESPONDENCE, INVOICES OR OTHER COMMUNICATION WITH SUBCONTRACT ORDER NUMBER

Approved by Customer <input checked="" type="checkbox"/> No. Customer Approval Required <input type="checkbox"/>	Distribution Item Numbers	TERMS NET 30 DAYS	Commitment This Order NOT TO EXCEED \$12,000.00
IMPORTANT: Offer herein expressly limits acceptance to terms herein and any additional or different terms by Seller are rejected unless expressly assented to in writing. Any acceptance herein is expressly made conditional on Seller's assent to the different or additional terms herein.		ORDER NUMBER SC-7086-7	

SUBCONTRACTOR will perform mil thickness inspections on paint finishes.

SUBCONTRACTOR shall immediately notify CONTRACTOR'S Field Superintendent of any deficiencies uncovered by his sampling, testing and analysis. He shall also recommend remedial action to correct deficiencies discovered. All deficiencies and corrective recommendations shall be documented in SUBCONTRACTOR'S reports.

B. RAILROAD UNLOADING ENCLOSURE

Included in SUBCONTRACTOR'S realm of responsibility will be the erection of a one story train unloading enclosure (approximately 9000 square feet). This enclosure will be a metal sided building with a pre-engineered structural superstructure. All of the activities specified for the HSSO Building will also be required for the railroad unloading enclosure.

See Work Scope Outline (Article 3.0 on Page 6) for SUBCONTRACTOR'S contractual work.

2.0 GENERAL:

2.1 CONFLICTS BETWEEN DOCUMENTS:

If conflicts exist between the specifications and/or drawings, SUBCONTRACTOR shall refer such conflicts to CONTRACTOR to clarify and rectify the conflict before any material is purchased or work commences. Code requirements shall be considered a minimum standard. Where materials shown on the drawings or indicated in the specifications exceed code requirements, the plans and specifications shall govern.

NOTE: Where conflicts may occur between OWNER'S specifications and CONTRACTOR'S specifications, the more stringent specification will apply.

2.2 "SCOPE" INSTRUCTIONS SUPERSEDE:

This Scope of Work supersedes "Scope" instructions, such as notes "By Others", in all other documents where conflicts may occur.

2.3 ENGINEERING SERVICES:

Furnish all field, office/laboratory facilities and personnel to complete this subcontract.

2.4 RECEIVE APPROVAL FOR DEVIATIONS:

Notify and receive written approval from CONTRACTOR for requested deviations from contractual documents. SUBCONTRACTOR'S expertise will guide CONTRACTOR'S decisions. If deviations are made without written approval, SUBCONTRACTOR shall make recommendations regarding whether the dismantling and/or removal of said work is necessary.

2.5 COORDINATE WORK:

Coordinate this work with CONTRACTOR to prevent conflicts with other Subcontractors and to ensure efficient construction.

2.6 PARKING AREA:

CONTRACTOR'S field representative shall designate a parking area on plant site for SUBCONTRACTOR'S employees personal vehicles.

2.7 WORK AREA RESTRICTIONS:

SUBCONTRACTOR employees are restricted to the work area(s) of this project. Visiting other buildings or work areas not related to this subcontract is prohibited. Violation of this provision will result in the SUBCONTRACTOR'S employees being required to leave the jobsite. Once a SUBCONTRACTOR'S employee is requested to leave the job, he will not be allowed to return for the duration of this subcontract.

2.8 RECEIVE SELF-FURNISHED ITEMS:

Receive, unload, store offsite and provide necessary weather protection for all materials, equipment and tools which this SUBCONTRACTOR furnishes.

2.9 RECEIVE ITEMS FURNISHED BY OTHERS:

Receive, unload, store offsite and provide necessary weather protection for all materials furnished by others for SUBCONTRACTOR'S work.

2.10 SAFETY, SANITARY AND SECURITIES REQUIREMENTS:

Contact CONTRACTOR'S field representative regarding safety, sanitary and security requirements and comply with these requirements for the duration of this subcontract.

2.11 TEMPORARY FACILITIES:

Furnish and maintain all temporary facilities such as field offices, change rooms, lunch rooms and toilets, if necessary.

2.12 POTABLE WATER:

Potable water is not available on site. SUBCONTRACTOR is responsible to provide drinking water for his field crews.

2.13 RIGHT TO INSPECT:

Representatives of the OWNER and/or CONTRACTOR shall have the right at all reasonable times to have access to and to inspect work progress or SUBCONTRACTOR'S laboratory.

2.14 MAINTAIN CLEAN, SAFE WORK AREA:

Maintain a clean and safe work area. All trash and debris resulting from this work shall be removed from the work area before completion of the work day. Trash and debris shall be disposed of as directed by CONTRACTOR'S field representative.

2.15 FURNISH REQUESTED SAMPLES:

SUBCONTRACTOR shall furnish any material samples CONTRACTOR requests.

2.16 WARRANTIES AND GUARANTEES:

Provide all required warranties, guarantees and certification required work performed.

2.17 SUBMIT REQUIRED DOCUMENTS:

Submit for review and distribution all required tests, reports and summaries.

2.18 DAILY MANPOWER LOG:

A daily attendance log must be filled out and submitted to CONTRACTOR'S office manager each morning indicating number of employees on jobsite and description of work activities being performed.

2.19 ACCIDENT REPORT:

Fill out completely and submit to CONTRACTOR'S office manager, an accident form for each accident, whether major or minor.

2.20 "WORK DAY" REQUIREMENTS:

Normal work days for this project are eight (8) hours per day, Monday through Friday. Starting and quitting times will be established by the authorized CONTRACTOR'S field representative.

2.21 PLANT PRODUCTION:

Plant production will continue during the time this subcontract work is in progress. SUBCONTRACTOR shall not disrupt the plants production during performance of his work.

2.22 PLANT RULES AND REGULATIONS:

SUBCONTRACTOR and his employees must observe all plant rules and regulations as set forth in Safety Standard No. 9 and in GC-3 titled, "General Conditions - Contract Work" for the duration of this subcontract. An infraction of these rules and regulations may result in the violator's dismissal from the jobsite.

2.23 SUB-SUBCONTRACTORS:

SUBCONTRACTOR has total responsibility for the performance of construction firms in his employ.

2.24 VEHICLES:

SUBCONTRACTOR is limited to one pickup truck or vehicle on the jobsite.

3.0 WORK SCOPE OUTLINE:

Furnish all labor, equipment and supervision to take soils samples for inspection, testing and analysis as required on the jobsite.

SUBCONTRACTOR shall be responsible for obtaining necessary soils samples in the field and submitting written reports of inspection and testing results to CONTRACTOR in a timely manner.

The areas of inspection and testing will include but will not be limited to the following:

- (a) Subgrade material inspection.
- (b) Fill material analysis and testing.
- (c) Field and laboratory compaction testing.
- (d) Compaction supervision and direction.
- (e) Field slump testing for concrete pours.
- (f) Preparation of concrete cylinder specimens in the field.
- (g) Curing and break/compression testing in laboratory.
- (h) Structural steel connection inspection and reports.
- (i) Welding inspection including radiography if required.
- (j) Paint thickness testing and inspection.

SUBCONTRACTOR shall provide sufficient manpower to accommodate work progress and the construction schedule on the jobsite.

CONTRACTOR shall make all drawings and specifications for the project available to SUBCONTRACTOR so project standards will be known by SUBCONTRACTOR for his determinations.

All written reports are to be transmitted in triplicate to:

Davy McKee Corporation
100 Oak Way
Berkeley Heights, New Jersey 07922

Attention: Larry Lai

Any verbal reports made to CONTRACTOR'S Field Superintendent shall be confirmed in submitted written reports.

All correspondence regarding this Subcontract shall be directed to Peter Martinez at CONTRACTOR'S above address.

4.0 WORK NOT INCLUDED:

All construction installations.

SPECIAL CONDITIONS

These Special Conditions pertain to all subcontracts entered into by Contractor for work on the Lever Brothers Company HSSO project, to be located at Hammond, Indiana; and, in the event of any conflict, shall take precedence over any other provisions of any such subcontract.

- S.C. 1. Subcontractor shall perform its responsibilities pertaining to cleanup and the minimization of debris and supply material in accordance with subsection c of Section 4 of the General Conditions, on a daily basis.
- S.C. 2. The term "site safety standards" as used in paragraph a of Section 9 of the Subcontract General Conditions shall include, without limitation: Lever Brothers Co. Safety Standard No. 9, which is incorporated into this Subcontract by this reference and attached hereto.
- S.C. 3. Anything in Section 20 of the Subcontract General Conditions to the contrary notwithstanding, the subcontract price shall be paid no earlier than 30 working days after submission of an invoice to Contractor and Contractor has had twenty (20) working days to review such submission.
- S.C. 4. Anything in Section 22 of this Subcontract General Conditions to the contrary notwithstanding, title to all labor, material and equipment shall pass to Lever Brothers Company as Owner upon delivery to the job site, but this shall not shift the risk of loss to Contractor or to Lever Brothers Company as Owner.
- S.C. 5. The obligation of Subcontractor to return to Contractor property furnished by Contractor in accordance with Section 23 of the Subcontract General Conditions shall be construed to pertain to any and all copies of project drawings and specifications, whether such

copies are provided by Contractor or made by Subcontractor; and to all notes made by Subcontractor pertaining to any such drawings or specifications or materials and equipment furnished by Contractor. Receipt by Contractor of all such property furnished to Subcontractor by Contractor shall be a condition precedent to Contractor's obligation to make any final payment to Subcontractor in accordance with Section 20 of the Subcontract General Conditions or any other provision of this Subcontract.

- S.C. 6. Anything in Section 24 of the Subcontract General Conditions to the contrary notwithstanding, in the event a change in the work requires modification of the Subcontract price and/or the time of performance, Subcontractor shall not proceed with such change prior to mutual agreement between Contractor and Subcontractor to the amount of the price and/or schedule adjustment required by reason of such change, unless Contractor shall have otherwise directed the Subcontractor, in writing, to proceed with such change prior to agreement as aforesaid.
- S.C. 7. Further to the provision of Section 25 of the Subcontract General Conditions, as a condition precedent to Subcontractor's selection to perform the work hereunder, Subcontractor has entered into a Confidentiality and Non-Disclosure Agreement, in the form attached hereto, with Lever Brothers Company and Contractor. Such Confidentiality and Non-Disclosure Agreement, as executed by Subcontractor, is hereby incorporated into this Subcontract by this reference.
- S.C. 8. Subcontractor's obligation to indemnify and save Contractor harmless, in accordance with Sections 25, 26 and 27 of the Subcontract General Conditions, shall extend fully to the Owner (Lever Brothers Company).
- S.C. 9. Subcontractor's Warranties in accordance with Section 31 of the Subcontract General Conditions or elsewhere under this Subcontract

shall specifically run to the benefit of the Contractor and Lever Brothers Company, as the Owner.

- S.C. 10. Further to the provisions of Section 32 of the Subcontract General Conditions, as a condition precedent to award of the work hereunder to Subcontractor, Subcontractor shall have executed a No Lien Contract, in the form attached hereto, and such No Lien Contract must be filed to the satisfaction of the Lever Brothers Company, as Owner, prior to the commencement of any work hereunder.
- S.C. 11. Paragraph iii of Section 36 is hereby deleted from the Subcontract General Conditions and shall be of no effect hereunder.
- S.C. 12. The terms of this Subcontract shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of New York. Any action or proceeding against either party relating to this Subcontract may be brought and enforced in the courts of the State of New York or of the United States for the Southern District of New York, and each party irrevocably submits to the jurisdiction of such courts in respect of any such action or proceeding.
- S.C. 13. Any and all legal proceedings arising out of or relating to this Subcontract shall include by consolidation, joinder or joint filing any additional persons or entities not a party to this Subcontract to the extent necessary to the final resolution of the matter in controversy. A consolidation provision shall be provided in all contracts and purchase orders entered into by Subcontractor in performance of the work under this Subcontract.
- S.C. 14. This Subcontract is made and entered into by and between the Subcontractor and the Contractor, as identified in the Subcontract Order; and nothing contained in these Special Conditions, the

HSSO/SC
3/14/88

Subcontract General Conditions or elsewhere in this Subcontract, including without limitation the provisions of Section 36 of the Subcontract General Conditions, shall be construed as binding, or deemed to bind, the Owner, in any respect whatsoever.

Davy McKee

ENGINEERS AND CONSTRUCTORS

SUBCONTRACT ORDER

All contacts regarding this Subcontract which are required as a result of engineering changes transmitted to SUBCONTRACTOR by means of a Supplemental Sheet shall be made through the individual assigned to coordinate this Subcontract.

SUBCONTRACTOR'S sole contact regarding work initiated by field personnel, which result from field conditions shall be made through CONTRACTOR'S Field Superintendent. SUBCONTRACTOR shall not perform any work unless so directed by CONTRACTOR'S Field Superintendent who is the only authorized person to approve such work.

SUBCONTRACTOR understands and agrees that title to all information and reports purchased by SUBCONTRACTOR shall revert to OWNER and/or its legal successors or assigns and that OWNER, such successors and/or assigns shall be entitled to all warranties, guarantees and other privileges extended to CONTRACTOR same as if OWNER had purchased services of SUBCONTRACTOR directly.

SUBCONTRACTOR shall furnish, as directed by CONTRACTOR, all labor, supervision, materials, insurance, tools, equipment, consumables, and all incidental items required to perform the work in strict compliance with SUBCONTRACTOR'S Scope of Work, drawings, specifications and other documents which CONTRACTOR will make available to SUBCONTRACTOR at the jobsite.

Issued: 09/25/51
Revised: 06/29/54
Revised: 01/01/61
Revised: 09/22/70
Revised: 12/01/75

NOTE:

- (1) Wherever the terms "OWNER", "ENGINEER", "LEVER", or "LEVER BROTHERS" are used in this document, the term "CONTRACTOR" is to be substituted.
- (2) Wherever the term "CONTRACTOR" is used in this document, the term "SUBCONTRACTOR" is to be substituted.

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 issue 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 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 jobsite 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 provide 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 service.

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 be used by Contractors unless approval is obtained in advance from Lever's liaison.

OUTSIDE CONTRACTING REPORT

Safety Standard No. 9
Attachment No. 1

PROJECT: _____

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

Location _____
Contracting Co. _____
Address _____
Phone # _____
Expected starting date _____

Date of this report _____
Prepared by _____
Lever Engineer _____
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 ligths, 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

OUTSIDE CONTRACTOR'S SAFE PRACTICE REMINDERS

NOTE - The following items are not to be meant as a complete list of reminders. They are only the bare basics to help insure a safe operation for all concerned. For additional information refer to the complete standard, Safety Standard No. 9, Instructions for Outside Contractors, which was issued with your work contract. Please comply with this Safety Standard in all respects.

1. Are you using safe tools and equipment?
2. Is your equipment properly guarded? Does it present a hazard to passers by?
3. Is the construction/work area identified and roped off?
4. If using open flame equipment, is your fire extinguisher in place? Do you have one? If you do, is it adequate in size and of the proper type? Do you need a fire watch?
5. Never leave open-flame equipment unattended.
6. If gasoline is used as a fuel, it must be stored in a labelled Underwriter's Approved safety can. This means a properly designed container with self closing dispensing faucet, and the screen flame arrestor in place. Do not store excessive amounts of gasoline in our Plant.
7. When using propane or other fuels be sure the handling and storing is done in a safe manner.
8. Keep construction/work area clean and orderly.
9. Do not block fire hydrants, doorways, aisles, etc.
10. Smoking is not permitted in all buildings and yards. Only in specifically designated areas.
11. Keep Lever's project engineer or assigned contact informed.

TAKE TIME TO BE SAFE

FACSIMILE TRANSMITTAL

TO: MR PETER MARTINEZ
DAVY MCKEE
100 OAK WAY
BERKLEY HEIGHTS, NJ
07922

FROM: ROBERT ACKER
ATEC ASSOCIATES, INC.
1501 E. MAIN ST.
GRIFFITH, IN
PHONE: (219) 924-8690
FAX: (219) 924-8695

DATE: 4/29/88
NO. OF PAGES FOLLOWING: 5

SUBJECT: Peter,
THESE ARE THE UNIT RATES
WHICH WOULD APPLY TO THE
LEVER BROS HAMMOND, IN
PROJECT. WE HAVE REVIEWED
THE DOCUMENT LIST PROVIDED
W/ RFP AND FEEL WE CAN
COMPLY FULLY. PLEASE LET
ME KNOW IF YOU REQUIRE
ANY FURTHER INFORMATION

SIGNED: Robert Acker

FEE SCHEDULE A-1
 DATE 3/1/88 PAGE 1 OF 5

TEST BORING & SAMPLING

STANDARD SAMPLING WITH SPLIT-SPOON SAMPLER AT 2.5 FT. INTERVALS TO 15.0 FT. AND AT 5.0 FT. INTERVALS THEREAFTER.

DEPTH (FT.) FOR TEST BORINGS	UNIT PRICE/FT.			ADDITIONAL SPLIT-SPOON SAMPLES
	DRILLING AND*** STANDARD SPLIT- SPOON SAMPLING	ROCK** CORING	3" SHELBY* TUBE SAMPLE	
0 - 50	\$ 7.25	\$ 15.75	\$ 26.00	\$ 19.00
50 - 100	7.75	19.00	32.00	24.00
100 - 125	8.25	22.00	37.00	29.50
125 - 150	8.75	25.00	43.00	34.50

- * IN ADDITION TO UNIT CHARGE
- ** FIVE FEET MINIMUM CHARGE
- *** DRILLING MUD \$ 1.25/FT.
- ADDITIONAL DRILLING THROUGH HARD/CEMENTED SLAG, UNIT RATE (+) \$ 9.45 FT.

MOBILIZATION AND PERSONNEL CHARGES

MOBILIZATION \$100.00 MIN./ (+) PER MILE/ONE WAY.....	\$ 2.00 /MI.
TRANSPORTATION FOR TWO-MAN CREW ON TRIPS TO JOB SITE WITHOUT DRILL RIG.....	\$ 1.25 /MI.
LAYING OUT TEST BORINGS & TAKING SURFACE ELEVATIONS...	\$ 65.00 /HR.
LIVING EXPENSES FOR DRILL CREW (PER MAN, PER DAY).....	\$ 75.00 /DA.
(PROJECT NECESSITATING OUT OF TOWN RESIDENCE AND TRAVEL WILL BE BILLED AT COST OR PER AGREEMENT).	
HOURLY CHARGES FOR RIG AND TWO-MAN CREW.....	\$ 75.00 /HR.
OVERTIME IF REQUIRED BY CLIENT (DRILL CREW).....	\$ 95.00 /HR.
DELAY OR STAND-BY/DRILL RIG SHUT DOWN.....	\$ 65.00 /HR.
DAMAGED EQUIPMENT DUE TO DRILLING THROUGH OBSTRUCTIONS	\$ COST + 15 %
BULLDOZER.....	\$ COST + 15 %
SPECIAL PERMITS.....	\$ COST + 15 %
WEATHER DELAY (1 HOUR MINIMUM).....	\$ 40.00 /HR.
DIFFICULTY MOVING ON JOBSITE.....	\$ 75.00 /HR.
CONCRETE CORING WITH DRILL RIG.....	\$ 75.00 /HR.

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LABORATORY TESTING - SOILS

D-422	PARTICLE-SIZE ANALYSIS OF SOILS	
	A) SIEVE ANALYSIS.....	\$ 23.65 /EA.
	B) HYDROMETER ANALYSIS.....	\$ 29.00 /EA.
D-423	LIQUID LIMITS OF SOIL.....	\$ 19.50 /EA.
D-424	PLASTIC LIMITS & PLASTICITY INDEX OF SOIL...	\$ 19.50 /EA.
D-854	SPECIFIC GRAVITY OF SOILS.....	\$ 25.00 /EA.
D-698	MOISTURE-DENSITY RELATIONS OF SOIL STD.....	\$ 20.00 /EA.
D-1140	AMOUNT OF MATERIAL IN SOILS FINER THAN 200.	\$ 18.40 /EA.
D-1557	MOISTURE DENSITY RELATIONS OF SOIL MODIFIEDS	\$ 95.00 /EA.
D-1883	BEARING RATIO (CBR) OF LABORATORY COMPACTED SOILS (1) POINT ONLY.....	\$130.00 /EA.
D-2049	RELATIVE DENSITY OF COHESIONLESS SOILS.....	\$120.00 /EA.
D-2166	UNCONFINED COMPRESSIVE STRENGTH OF COHESIVE SOIL, FAILURE STRESS AT MAXIMUM STRAIN.....	\$ 5.75 /EA.
D-2216	LABORATORY DETERMINATION OF MOISTURE CONTENT OF SOIL.....	\$ 2.00 /EA.
D-2435	ONE-DIMENSIONAL CONSOLIDATION PROPERTIES OF SOILS:	
	A) SINGLE LOAD - UNLOAD CYCLE TO 16 TSF...	\$200.00 /EA.
	B) EACH RELOAD - UNLOAD CYCLE.....	\$ 70.00 /EA.
D-2974	MOISTURE, ASH & ORGANIC MATTER OF PEAT MATERIALS ORGANIC CONTENT, L.O.I.....	\$ 16.00 /EA.
	UNIT WEIGHT ON SHELBY TUBE SAMPLES.....	\$ 23.00 /EA.
D-2172	ASPHALT EXTRACTION TEST.....	\$ 42.00 /EA.
D-2487	SOIL CLASSIFICATION/VISUAL BY ENGINEER/LAB MGR.....	\$ 3.70 /EA.
D-1188	ASPHALT DENSITY TEST.....	\$ 22.50 /EA.

1.0 DRAWINGS AND SPECIFICATIONS:

The drawings, specifications and documents to be used by SUBCONTRACTOR are complimentary to each other. Information contained in any shall be construed to be contained in all. In the event of conflict between various documents, SUBCONTRACTOR is to contact CONTRACTOR for clarification. SUBCONTRACTOR'S Scope of Work, its references and attachments are all an integral non-separable part of this Subcontract Order document.

2.0 PRICING:

2.1 In consideration of work by SUBCONTRACTOR and subject to the conditions specified herein, CONTRACTOR agrees to pay SUBCONTRACTOR contractual rates and charges for services rendered on a cost plus basis NOT TO EXCEED the sum of "TWELVE THOUSAND DOLLARS" (\$12,000.00).

SUBCONTRACTOR shall monitor his charges and shall notify CONTRACTOR, in writing, when invoiced amounts approach 80% of the "Not To Exceed" amount specified.

3.0 TERMS OF PAYMENT:

3.1 Subcontract Progress Payments

Progress payments for base contractual and work will be made progressively in relation to the manpower expended and the tests performed during a billing period. A billing period is defined as a one (1) month interval with cutoff dates established by CONTRACTOR'S Field Superintendent.

CONTRACTOR will have twenty (20) working days to review SUBCONTRACTOR'S invoice. During this period an improperly submitted invoice will be returned to SUBCONTRACTOR for correction. Payment of ninety percent (90%) of the amount billed will be made thirty (30) days after CONTRACTOR receives a correct accurate invoice.

3.2 Subcontract Retainage Payments

The ten percent (10%) retainage balance due will be paid thirty (30) days after successful completion of all work. Such work completion includes the conclusion of all work and business on the Subcontract including invoicing, claims, backcharges and etc.

CONTRACTOR'S review period for retainage invoices is the same as stated for progress payments.

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ENGINEERING & TECHNICIAN SERVICES

PRINCIPAL ENGINEER/CORP. OFFICER.....	\$ 60.00 /HR.
SENIOR ENGINEER/SCIENTIST.....	\$ 50.00 /HR.
PROJECT ENGINEER.....	\$ 40.00 /HR.
STAFF ENGINEER.....	\$ 32.50 /HR.
RESIDENT TECH. FULL TIME 40 HR. WEEK.....	\$10% DISC.
(LEVEL III OR IV)	
CONSTRUCTION TECHNICIAN	
LEVEL IV.....	\$ 27.25 /HR.
LEVEL III.....	\$ 23.65 /HR.
LEVEL II.....	\$ 19.50 /HR.
LEVEL I.....	\$ 16.90 /HR.
LABORATORY TECHNICIAN	
LEVEL III.....	\$ 23.65 /HR.
TWO-MAN SURVEY CREW/DRILL CREW.....	\$ 65.00 /HR.
DRAFTSMAN.....	\$ 25.20 /HR.
CHEMIST.....	\$ REQ /HR.
DEPARTMENT MANAGER.....	\$ 32.50 /HR.

NOTE: Overtime will be billed at 1.5 times the above rate. Each time we are called for Technician Services, there will be a minimum (4) hour charge.

TECHNICIAN
LEVEL

- I 0 - 2 YEARS EXPERIENCE. Testing only, does not perform construction observations, non-nuclear rated.
- II 1 - 3 YEARS EXPERIENCE. Performs tests, makes limited construction observations, nuclear rated.
- III 2 - 5 YEARS EXPERIENCE. Performs tests and routine construction observations associated with that testing, head technician of low to moderate complexity, nuclear rated.
- IV* 5 YEARS PLUS EXPERIENCE. Performs tests and routine construction observations associated with testing. Required to make footing and proof rolling observations, head technician of low to high complexity, nuclear rated. *Performs environmentally hazardous or elevated steel working. 24 Hour notice required, if less, will staff project with available personnel at their applicable rates.

24° 30'
72° 00'

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EQUIPMENT AND EXPENSES

NUCLEAR DENSITY INSTRUMENT.....	\$ 31.50 /DAY
NUCLEAR DENSITY INSTRUMENT.....	\$126.00 /WEEK
MILEAGE (ENGINEERS & TECHNICIANS).....	\$.30 /MILE
MOBILE FIELD LAB. (TRUCK & OR EQUIPMENT) PLUS MILEAGE.....	\$ REQUEST
FIELD OFFICE.....	\$COST + 15%

Fees for other tests or services available on request.

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LABORATORY TESTING - CONCRETE

CONCRETE MIX DESIGN (COMPUTATION OF PROPORTIONS ONLY)	\$ 55.00
TRIAL MIX (INCLUDES 6 TEST CYLINDERS)	\$169.00/EA
STATISTICAL ANALYSIS	\$REQUEST
PETROGRAPHIC ANALYSIS	\$REQUEST
C-39 COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	\$ 6.20/EA
C-496 SPLIT TENSIL STRENGTH OF CONCRETE	\$ 24.50/EA
C-42 COMPRESSIVE STRENGTH OF CONCRETE CORES	\$ 12.10/EA
CUTTING SPECIMENS FOR TEST	\$ 2.00/EA

LABORATORY TESTING - CONCRETE AGGREGATE

C-9 UNIT WEIGHT OF AGGREGATE	\$ 23.00/EA
C-88 SOUNDNESS OF AGGREGATES BY USE OF SODIUM SULFATE OF MAGNESIUM SULFATE	\$112.50/EA
C-117 MATERIALS FINER THAN NO. 200 (75-M) SIEVE IN MATERIAL AGGREGATES BY WASHING	\$ 16.00/EA
C-127 SPECIFIC GRAVITY & ABSORPTION OF COARSE AGGREGATE	\$ 26.25/EA
C-131 RESISTANCE TO ABRASION OF SMALL SIZE COARSE AGGREGATES BY USING LOS ANGELES ABRASION TEST	\$100.00/EA
C-136 SIEVE OR SCREEN ANALYSIS OF FINE OR COARSE AGGREG.	\$ 23.65
C-535 RESISTANCE TO ABRASION OF LARGE SIZE COARSE AGGREGATES BY USING LOS ANGELES ABRASION TEST	\$REQUEST
C-123 LIGHTWEIGHT PIECES IN AGGREGATES	\$ 40.00
C-142 CLAY LUMPS & FRIABLE PARTICLES IN AGGREGATES	\$ 25.25/EA
C-128 SPECIFIC GRAVITY & ABSORPTION OF FINE AGGREGATE	\$ 37.80
C-70 SURFACE MOISTURE IN FINE AGGREGATE	\$REQUEST
CONCRETE CORING WITH PORTABLE MACHINE	\$ 65.00/HR

4.0 INVOICING:

4.1 Subcontract Progress Invoices

Progress invoices must be submitted on AIA Forms G702 and G703 titled, "Application and Certificate of Payment". Invoices submitted on any other format will be rejected and returned to SUBCONTRACTOR by CONTRACTOR.

4.2 CONTRACTOR'S Form No. DM-651A titled, "Affidavit, Agreement, Release and Waiver of Lien (Partial Payment)" must accompany every progress invoice. This document must be notarized to be accepted.

4.3 In order to properly evaluate work progress for determining the value of progress payments, SUBCONTRACTOR must submit all approved timesheets and test reports with the invoices to substantiate the charges.

4.4 Retainage Invoice

The final retainage invoice must be accompanied by CONTRACTOR'S Form No. 651 titled, "Affidavit, Agreement, Release and Waiver of Lien" complete with Notary Public stamp. Prior to final payment, SUBCONTRACTOR shall also execute and submit releases and waivers of lien from all his suppliers, sub-subcontractors and all firms in his employ. This documentation will accompany the final retainer invoice.

5.0 CONTRACTOR'S RIGHT TO AUDIT:

CONTRACTOR and/or OWNER reserves the "right to audit" any and all work performed hereunder on a cost reimbursable basis and all escalation costs, or any other costs not completely lump sum or unit price in nature, and his designated representative shall have access at all reasonable times to SUBCONTRACTOR'S records for auditing and verifying costs of the work or for any other reasonable purpose. SUBCONTRACTOR shall preserve and shall cause his Sub-Subcontractors and suppliers to preserve all the aforesaid documents for a period of two (2) years after completion and acceptance or termination of the work.

SUBCONTRACT ORDER

6.0 COST PLUS CONDITIONS DEFINED:

SUBCONTRACTOR shall provide services on an "On Call As Needed" basis and shall reimburse the SUBCONTRACTOR for labor, equipment and materials as follows:

(A) LABORATORY TESTS:

The following laboratory tests will be performed on a Unit Price basis. All labor, equipment, profit and overhead costs are included. Unit prices specified are all inclusive net billing charges and no percentages or markups shall be added thereto.

Laboratory Test Unit Prices

<u>Test</u>	<u>Unit Prices</u>
(a) Sieve Tests	\$ 51.65/Each
(b) Atterbury Tests	\$ 39.00/Each
(c) Proctor Tests	\$ 90.00/Each
(d) Concrete Cylinder Tests	\$ 6.20/Each

(B) FIELD TESTS:

The following field tests will be performed onsite on a Unit Price basis. Charges for the following tests do not include cost of the Field Technician performing the test. Timesheets will reflect the manhours expended and the number of tests performed.

<u>Test</u>	<u>Unit Prices</u>
(a) Nuclear Density ^{9 WHITE RMS} Tests ^{INSTRUMENT}	\$ 31.50/Day
(b) Moisture Tests (U.B.R.) ^{9 WHITE RMS}	\$130.00/Each