

- Hold Abstract -

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997201

NO LIEN CONSTRUCTION CONTRACT

It is specifically agreed by and between LEVER BROTHERS COMPANY, hereinafter referred to as "Lever" or "Owner", and VIKING ENGINEERING CO., INC. hereinafter referred to as "Contractor," as follows:

1. Lever has issued to Contractor Purchase Order No. H-8805877 to cover the cost of material and manufacture of all component parts for two upper and two lower drive units in conformity with the terms, conditions and documents set forth therein, a copy of said Purchase Order being attached hereto as Exhibit "A" and specifically made a part hereof.

2. That said Construction Contract shall be performed at the property of Lever in Hammond, Indiana, and commonly 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 for the Contract, it is to be performed on a NO LIEN CONTRACT BASIS, as provided by the provisions of said Purchase Order and by the provisions of GC-3 General Conditions-Contract Work which has been executed and approved by the Contractor.

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

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

SEP 14 1988

FILED FOR RECORDS

LAKE COUNTY

CROWN POINT, INDIANA 46307

RECORDER, LAKE COUNTY

59.50

and to become effective upon the 12th day of September,  
1988.

LEVER BROTHERS COMPANY

By: Frank S. Walters

Printed  
Name: Frank S. Walters

Title: Purchasing Vice President  
Household Products

ATTEST:

By: Melinda M. Sweet

Printed  
Name: Melinda M. Sweet

Title: Assistant Secretary

VIKING ENGINEERING CO., INC.

By: A. Brennan

Printed  
Name: A. Brennan

Title: President

ATTEST:

By: Joyce Greeson

Printed  
Name: Joyce Greeson

Title: Vice President of Finance

# GENERAL CONDITIONS (GC #3)— 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.

## 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.

**APPROVED**

By	Date
<i>AB</i>	<i>4/12/88</i>

## **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 by 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/Contractor hereby guarantees that the workmanship and materials supplied by the Supplier/Contractor under this specification are free from all defects in design, workmanship and materials and will give proper and continuous service under all of the specified operating and service conditions (and under conditions which may be reasonably inferred) for one year from the date of contract completion and acceptance of the work. 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 same 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 or 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 agreements 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.

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 the responsibility of Contractor.

13.2 All sales, 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 manning schedule plus a definite progress schedule and furnish same to the Owner for approval. The Contractor shall execute all portions of the work in accordance with the approved schedule.

- 14.3 If necessary, in order to complete the work within the time stated in the contract, or if, in the opinion of the Owner, it becomes necessary in order to maintain the progress schedules, for the Contractor or his Sub-contractors to work after regular hours, the Contractor or his Sub-contractors shall, immediately upon request, work such overtime, additional shifts, Sundays, or holidays as may be required, without additional cost to the Owner.
- 14.4 The Contractor will be reimbursed for any overtime requested by the Owner to advance the original scheduled completion date in accordance with Article 15.

## 15.0 BID PROPOSALS

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

Coverage	Amounts
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Public Liability	\$1,000,000/\$4,000,000
Property Damage	\$1,000,000
Automobile Public Liability	\$1,000,000/\$4,000,000
Automobile Property Damage	\$1,000,000

On contracts in excess of \$100,000, or those involving unusual perils, Lever Brothers Company may require that the limits of coverage be increased.

- 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 and hereby agrees to indemnify and hold harmless the Owner from and against any and all damage, losses, costs and expenses (including without limitation attorneys' fees) caused by, resulting from or arising out of any negligent act or omission, willful misconduct or defective product of Contractor, its agents, employees or subcontractors. Contractor agrees to assume on behalf of the Owner the defense of any action at law or equity which may be brought against the Owner, its agents, servants or employees upon such claim and to pay all costs and expenses of whatever nature resulting therefrom and in connection therewith upon their demand and the amount of any judgment that may be entered against the Owner, 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 its work, the Contractor shall remove all its rubbish, temporary structures, tools, scaffolding and surplus materials from the site and leave its 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 its 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



## **20.1 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 thirty (30) 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. Partial releases of liens from subcontractors, suppliers and Contractor must be attached to each invoice for partial payment to cover work completed. The Contractor's Affidavit must be included with each invoice for final payment.

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 Owner 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. Time of completion is of the essence and failure to comply (except if caused by Owner) is cause for cancellation of the agreement by Owner without penalty.

## **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 with Contractor's proposal. Only subcontractors approved by Owner may be used on any of Owner's projects.

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.

## **27.0**

Paragraph 27. If this proposal involves sale or delivery of any materials, equipment or apparatus then the terms and conditions of the Lever Brothers General Condition-Sale and Delivery are hereby incorporated in this General Condition.

## Contract and Purchase Order Supplement

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 the return to us one copy of this letter. 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.

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

Before me, a Notary Public, in and for said County and State, personally appeared Frank S. Walters and Melinda M. Sweet, the Purchasing Vice President, Household Products and Assistant Secretary, respectively, of LEVER BROTHERS COMPANY, as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 7th day of September, 1988.

Teresa W. Low  
Notary Public

My Commission Expires:

February 28, 1990

Authorized in:

New York County

TERESA W. LOW  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 478785c  
QUALIFIED IN PUTNAM COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
COMM. EXPIRES FEBRUARY 28, 1990

STATE OF INDIANA )  
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared A. Brennan and Joyce Greeson, the President and Vice President of Finance, respectively, of VIKING ENGINEERING CO., INC., as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 12th day of September, 1988.

Karen Jeanene Schneider  
Notary Public  
KAREN JEANENE SCHNEIDER

My Commission Expires:

APRIL 18, 1992

County of Residence:

LAKE

This instrument prepared by William H. Eichhorn, Esq., Eichhorn, Eichhorn & Link, 200 Russell Street, Hammond, Indiana 46325-6328 (219) 931-0560.

## **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 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 Affirmation 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 of 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 suppliers 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 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)

LEVER BROTHERS COMPANY  
390 Park Avenue  
New York, New York 10022

\_\_\_\_\_  
(Title)





## GENERAL CONDITIONS (GC #1)— SALE AND DELIVERY

### 1. DELIVERY

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

### 2. PERFORMANCE GUARANTEE

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

### 3. FABRICATION GUARANTEE

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

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

### 4. TESTING AND SHIPPING

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

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

### 5. FIELD ENGINEERING SERVICE

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

### 6. PATENT INDEMNITY

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

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

## 7. BID PROPOSALS

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

## 8. INSURANCE

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

Coverage	Amounts
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Public Liability	\$1,000,000/\$4,000,000
Property Damage	\$1,000,000
Automobile Public Liability	\$1,000,000/\$4,000,000
Automobile Property Damage	\$1,000,000

On contracts in excess of \$100,000, or those involving unusual perils, Lever Brothers Company may require that the limits of coverage be increased.

## 9. MARKING

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

## 10. MANUALS AND INSTRUCTIONS

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

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

## 11. SUBMITTAL OF DRAWINGS

### PROPOSAL DRAWINGS

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

### DRAWING APPROVALS

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

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

### **CERTIFIED PRINTS**

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

### **MAILING OF TRANSPARENCIES**

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

### **12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE OF COMPLIANCE**

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

**13.** The terms and conditions of the Lever Brothers Purchase Order are incorporated in this General Condition.

**14.** Supplier on its own behalf and (to the full extent it is able under the law to contract) on behalf of its third party suppliers thereby expressly waives the benefits of the Mechanic's Lien Laws of the state in which the materials, equipment and machinery being constructed, erected or repaired is located. Supplier hereby agrees to procure from each and every one of its third party suppliers which supply materials, equipment, machinery and labor aggregating in excess of \$20,000 a release of any claim to mechanic's lien which they or any of them may have under the Mechanic's Lien Laws of the state in which the materials, equipment and machinery being constructed, erected or repaired is located and in addition agrees to furnish Lever Brothers Company with each and every other document, affidavit or assurance which in the opinion of Lever Brothers Company is necessary or appropriate to ensure Lever Brothers Company immunity from mechanic's liens on account of any materials supplied by Supplier or those acting under Supplier or by third party suppliers in carrying out the terms of this contract.

**15.** Supplier indemnifies and holds Lever Brothers Company harmless from and against any and all liability, losses, costs and expenses (including attorney's fees) for any and all damage or injury of any kind or nature whatsoever to all persons and to all property caused by or resulting from, arising out of or occurring in connection with negligence of Supplier, its agents or employees or defective product supplied by Supplier or its third party suppliers.

## **Contract and Purchase Order Supplement**

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.

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 or race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications for 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; of (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 sub-contract.

**§ 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 Clear 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. Frank Walters  
 LEVER BROTHERS COMPANY  
 390 Park Avenue  
 New York, New York 10022

\_\_\_\_\_ (Title)

ORDERED FOR

NAME

DIVISION

DEPARTMENT

CHARGE TO ACCOUNT

FILE ECKNC

JERMOLCHICZ

0004867-1-09082

5800010000

H-270-01-9775

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H 2805877**

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

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

DELIVER TO: 1200 CALUMET AVENUE  
HAMMOND, IN 46320

266320

000

TO: VIKING ENGINEERING  
2300 MICHIGAN ST.  
HAMMOND, IN 46325

CONTROL NO. 1121-002-0000-0000

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

DATE OF ORDER 9/12/88	DELIVERY REQUIRED	TERMS NET 30-15% RETAINER
SHIP VIA		F.O.B. DEL

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
01	1	LOT	000000000	NCR-TX PROJECT #87-0127  TO COVER THE COST OF MATERIAL AND MANUFACTURE OF ALL COMPONENT PARTS FOR TWO UPPER AND TWO LOWER DRIVE UNITS.  LEVER BROTHERS COMPANY CC-1, CC-3, & CFS JAPANESE FABRICATION DRAWING AS MODIFIED TO INCLUDE CHANGES MADE TO UNIT INSTALLED ON LINE #2 SHALL APPLY TO THIS CONTRACT.  NOTE: THIS IS A "NO LIEB CONTRACT" AND ALL WORK PERFORMED AND MATERIALS FURNISHED ARE PURSUANT TO A "NO LIEB CONTRACT" WHICH WILL BE RECORDED WITH THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. THE TERMS AND CONDITIONS AS STATED IN SPECIFICATION #87-0127 SHALL NOT BE VARIED, SUPPLEMENTED, QUALIFIED, OR INTERPRETED BY ANY PRICE COURSE OF DEALING BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL DETERMINE THE LEGAL RELATIONSHIP OF THE PARTIES.	1,0000.00	10000.00

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US

WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

CONTINUED

11/11/88

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

PLEASE EXECUTE AND RETURN PROMPTLY  
46522

*A. Brennan*  
BY (AUTHORIZED SIGNATURE) A. Brennan  
Viking Engineering Co. 9/12/88  
FOR (FIRM NAME) DATE  
Exhibit A

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

ACKNOWLEDGMENT



# SAFETY STANDARD NO. 9 FOR INSTRUCTIONS FOR OUTSIDE CONTRACTORS

## SECTION 1 — GENERAL

- 1.1 Upon receiving a contract or purchase order covering performance of work on Company premises, the Contractor shall designate one individual (hereafter described as "field superintendent") to act as liaison between the Contractor and Lever Brothers Company. Lever Brothers Company will designate an employee to act as liaison with the Contractor. All questions pertaining to this standard shall be directed to the designated liaison.
- 1.2 The following instructions include minimum requirements only, and the omission of any specific provisions shall in no way relieve the Contractor of his normal responsibility for the safe conduct of the work of his employees.
- 1.3 To improve communications and to create awareness, Lever's liaison shall be responsible for completing the "Outside Contracting Report" prior to starting any project. (See attachment #1)  
This report is designed to cover specific procedures and to insure compliance in all respects. A copy of the report must be submitted to the Safety Superintendent, Department involved and Watch Office.
- 1.4 Each plant shall develop and issue to all Contractors and their employees an "Outside Contractor's Safe Practice Card." (See attachment #2). Lever's liaison shall issue these cards accordingly.
- 1.5 All Contractors must report to and sign in daily at the plant Watch Office and comply with all local security procedures.
- 1.6 All Contractors must be in compliance with (Bureau of Labor Statistics) OSHA record keeping requirements and state laws as required. Lever Brothers Company must be furnished with the OSHA (log) form 200."

## SECTION 2 — FIRE SAFETY

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

## SECTION 3 — PERSONNEL SAFETY

- 3.1 In order to prevent accidents to both Lever and Contractor's employees the following minimum precautions shall be taken.

- 3.1.1 Scaffolds and stagings shall be constructed in accordance with accepted safety standards such as Lever's "Safety Standard No. 2"
- 3.1.2 Protruding nails shall be removed or bent over.
- 3.1.3 Floor or excavation holes shall be adequately guarded, and warning lights shall be provided. Lever's "Safety Standard No. 10, Excavation/Trench Work" shall apply.
- 3.1.4 Welding cables, extension cords, etc., shall be arranged to eliminate hazards and shall be in good condition to eliminate the danger of electric shock.
- 3.1.5 Work areas shall be kept clean and free of debris.
- 3.1.6 Shields shall be provided when needed around welding operations to prevent injury to the eyes of persons in the vicinity.
- 3.1.7 Explosive powered tools shall not be used unless specific advance approval is obtained from the Lever Plant Engineering Manager. Such approval will be limited to licensed operators.
- 3.1.8 The Contractor shall be responsible for his employees wearing required personal protective equipment. In certain areas of the Plant, Lever requires all persons entering the area to wear safety glasses at ALL times. Personal protective equipment shall be worn by all contractors and their employees as required by Lever Brothers Company.
- 3.1.9 All equipment used on the job site by the Contractor must be in compliance with the law. Defective or sub-standard equipment will not be used. Hoists, ladders, electrical equipment, scaffolding, hand and powered tools must meet Lever Safety Standard requirements.
- 3.1.10 Work areas that may require testing of the atmosphere for flammable vapors and oxygen deficiency shall comply 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**

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

Coverage	Amounts
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Public Liability	\$1,000,000/\$4,000,000
Property Damage	\$1,000,000
Automobile Public Liability	\$1,000,000/\$4,000,000
Automobile Property Damage	\$1,000,000

On contracts in excess of \$100,000, or those involving unusual perils, Lever Brothers Company may require that the limits of coverage be increased.

**SECTION 6 — FIRST AID**

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

## **SECTION 7 — OTHER REGULATIONS**

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

## **Section 8 —**

The terms and conditions of Attachments 1 and 2 are hereby incorporated and made a part of Safety Standard No. 9.

# OUTSIDE CONTRACTING REPORT

PROJECT \_\_\_\_\_

Copies: Dept. Supt. \_\_\_\_\_  
 Safety Supt. \_\_\_\_\_  
 Watch Office \_\_\_\_\_

Location \_\_\_\_\_

Date of this report \_\_\_\_\_

Contracting Company \_\_\_\_\_

Prepared by \_\_\_\_\_

Address & phone # \_\_\_\_\_

Lever Engineer \_\_\_\_\_

Expected starting date \_\_\_\_\_

Estimated duration of work \_\_\_\_\_

	YES	NO	REMARKS
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 effective 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 pedestrian or vehicular traffic be detoured at any time during the construction period?	_____	_____	_____
11. Have posters been prepared to detour unauthorized personnel (All plant personnel not responsible for project development) safely around the construction site?	_____	_____	_____
12. Will any barriers, warning lights, shoring, etc. be required? (This is "the contractor's" responsibility.)	_____	_____	_____
13. Is all the necessary equipment now available or on order?	_____	_____	_____
14. Does Gate House have list of all sub-contractors?	_____	_____	_____
15. Will Fire Watch be required?	_____	_____	_____

**REMARKS — INDICATE APPROPRIATE NUMBER**

## 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**

## **Specifications for Asbestos Insulation Removal**

The following Specifications are designed to provide proper asbestos emission control and presumed protective guidelines as required by EPA, OSHA, and other Bureaus, State or Legal Agencies, to prevent exposure of contractors' workers, plant personnel, and the community.

Asbestos exposure in excess of the allowable limits may be expected while removing dry asbestos insulation from existing vessels, piping, fittings, pumps, ducts, etc. Therefore, in order to safely remove asbestos, and to insure safe working conditions, the following specifications are to be met:

1. Documentation of Performance in Asbestos Removal;
2. Scope of Work;
3. Worker's Protective Equipment;
4. Decontamination;
5. Pre-Asbestos Removal Preparations;
6. Methods of Asbestos Removal; and
7. Air Monitoring.

### **Specification #1 — Documentation of Performance in Asbestos Removal**

The contractor shall furnish documentation of successful performance in asbestos removal. This should include the name and address of the company, location of work performed, and a record of air monitoring for asbestos as required by OSHA 1910.1001.

### **Specification #2 — Scope of Work**

- A. Contractor shall furnish all labor, materials, services, insurance, and equipment necessary for the complete removal of all asbestos located at the site in accordance with the guidelines and regulations of the responsible EPA, OSHA, State or Local Agency.
- B. Contractor shall ensure that his employees have had instructions on the dangers of asbestos exposure, on respirator use, personal hygiene, and OSHA regulations.

### **Specifications #3 — Worker's Protective Equipment**

Work clothes will consist of full body disposable protective clothing and head cover. Respirators and other protective equipment as required by OSHA and plant regulations shall be used.

### **Specification #4 — Decontamination**

All workers without exception:

- A. Will change work clothes at a designated area prior to start of day's work. Locker facilities must be provided to ensure that regular street or work clothes are not contaminated.
- B. All work clothes must be removed in the work area and the disposable clothing shall be sealed in an impermeable container and properly identified.

Any contaminated clothing to be laundered shall be handled in the same manner as above, to warn the laundry company of the clothes' contamination.

- C. Workers must adhere to strict personal hygiene practices by vacuuming and washing before lunch and at the end of each day's work. Hygiene facilities, supplier, etc., are the contractor's responsibility.
- D. No smoking, eating, or drinking is allowed at the work site. At no time is a worker **to leave the work site in their contaminated clothes.**

### **Specification #5 — Pre-Asbestos Removal Preparation**

- A. Caution signs — Work area must be posted with signs 20" x 14" to warn all employees. Sign specifications shall conform as specified in OSHA 1910.145(D)(4).

- B. Contractor must seal up all openings as needed with polyethylene taped securely in place (6 mil minimum thickness).
- C. Toilet facilities should exist in the work area to avoid contamination problems. If none exist, contractor will provide portable service.

**Specification #6 — Methods of Asbestos Removal**

- A. Wet Method — The asbestos material must be sprayed with water. A fine spray must be applied to prevent fiber disturbance. The asbestos should be sufficiently saturated to prevent emission of airborne fibers in excess of the exposure limits prescribed in the OSHA standard.
- B. Wet insulation is to be slit with a hand cutting tool and carefully removed. The insulation **is not to be dropped to the floor**. It must be lowered carefully and immediately placed in sealable containers, bags, and drums, and identified.
- C. Housekeeping — Area must be maintained free of asbestos accumulations. Using **brooms, brushes, or air to clean is prohibited**. Hosing area down or vacuuming are the only approved methods. This cleaning must be done daily. After complete removal of asbestos, the area will be wet cleaned. After a 24 hour period to allow for dust settling, the area will be wet cleaned again. Twenty-four hours after the second cleaning, all floor surfaces will be thoroughly wet mopped.
- D. All polyethylene material, tape, cleaning material, clothing, etc., that is properly sealed and labelled as asbestos contaminated must be removed from the premises.

**Specification #7 — Air Monitoring**

- A. Throughout the removal and cleaning operations, air sampling monitoring must be conducted. The methods and the equipment used are described in OSHA standards 1910.93A.
- B. Air monitoring shall be performed to provide samples during asbestos removal in the following areas:
  - 1. Immediate work area;
  - 2. Outside work area barriers.
- C. Lever Brothers Company reserves the right to require contractors' personnel to wear personal asbestos monitoring devices. This monitoring is solely for Lever Brothers Company and does not relieve the contractor of his responsibilities.

## SAFETY CHECKLIST FOR ASBESTOS REMOVAL BY OUTSIDE CONTRACTOR

	YES	NO
1. Have all the entrances to the asbestos removal site been properly roped off to prevent inadvertent entry?	_____	_____
2. Have OSHA specified 'Caution' signs been placed at all entrances to the removal site?	_____	_____
3. Has the contractor provided appropriate clothing and necessary personal protective equipment for his laborers removing asbestos?	_____	_____
4. Has the contractor made arrangements for daily changes of work clothes for his laborers?	_____	_____
5. Has the contractor contacted the Plant Safety Manager for an approval on the respirator he wishes to furnish his laborers?	_____	_____
6. Has the contractor provided bags, drums, and labels for the proper removal of the stripped asbestos from the site?	_____	_____
7. Has the proper means of wetting the asbestos been explained?	_____	_____
8. Has the contractor provided air monitoring equipment for sampling the concentration of airborne asbestos in the work area?	_____	_____
9. Has the contractor sealed any openings to other operating areas to prevent airborne asbestos from escaping the site?	_____	_____
10. Has the contractor provided a change area and a shower facility for his laborers?	_____	_____
11. Has the contractor agreed to do all work in accordance with Lever specification GC-3 and Lever Safety Standard #14 in writing?	_____	_____

**IF ALL ANSWERS ARE "YES" THEN THE CONTRACTOR MAY BEGIN WORK! IF ANY ANSWERS WERE "NO", THE CONTRACTOR MUST TAKE THE NECESSARY STEPS TO CORRECT THE DEFICIENCY BEFORE WORK IS STARTED!**



ORDERED FOR: NAME: JERNOLOVICH DIVISION: 9004867 DEPARTMENT: CHARGE TO ACCOUNT: 2160 200 000 5800410000

H-270-01-9/75

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H08205877**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: VIKING ENGINEERING  
 2300 MICHIGAN ST.  
 HAMMOND, IN 46325

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

CONTROL NO. 1121-002-0000-00000

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

DATE OF ORDER 9/12/88	DELIVERY REQUIRED	TERMS NET 30-15% RETAINER
SHIP VIA		F.O.B. CEL

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
			21.0	<p><u>LIENS:</u></p> <p>CONTRACTOR ON HIS OWN BEHALF AND (INSOFAR AS HE IS ABLE TO CONTRACT IN THAT PARTICULAR) ON BEHALF OF ALL OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL AND LABOR HEREBY EXPRESSLY WAIVES THE BENEFITS OF THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED OR REPAIRED, IS LOCATED. THE CONTRACTOR HEREBY AGREES TO PROCURE FROM EACH AND EVERY ONE OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL OR LABOR A RELEASE OF ANY CLAIM TO MECHANICS LIEN WHICH THEY OR ANY OF THEM MAY HAVE UNDER THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED, OR REPAIRED, IS LOCATED AND IN ADDITION AGREES TO FURNISH THE OWNER WITH EACH AND EVERY OTHER DOCUMENT, AFFIDAVIT OR ASSURANCE WHICH, IN THE OPINION OF THE OWNER, IS NECESSARY OR APPROPRIATE TO INSURE THE OWNER IMMUNITY FROM MECHANICS LIENS ON ACCOUNT OF ANYTHING DONE BY CONTRACTOR, OR THOSE ACTING UNDER HIM OR HIS SUBCONTRACTORS IN CARRYING OUT THE TERMS OF THE CONTRACT AND ANY AND ALL WORK ORDERS FOR ADDITIONS THERETO, ALL AS A CONDITION OF PAYMENTS BY THE OWNER ON ACCOUNT OF THIS CONTRACT, OR ON ACCOUNT OF ANY OF SAID</p>		

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

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

PLEASE EXECUTE AND RETURN PROMPTLY  
**46523**

*A. Brennan*  
 BY (AUTHORIZED SIGNATURE) **A. Brennan**  
**Viking Engineering Co.**  
 FOR (FIRM NAME) DATE **9/12/88**

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

Exhibit A ACKNOWLEDGMENT

ORDERED FOR: NAME: JERPOLOCHICZ DIVISION: DEPARTMENT: CHARGE TO ACCOUNT: 2100 200 000 5200010000

H-270-01-9/75

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H 08005877**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: VIKING ENGINEERING  
 2300 MICHIGAN ST.  
 HAMMOND, IN 46325

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

CONTROL NO. 1121-002-0000-0000

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

DATE OF ORDER 9/12/88	DELIVERY REQUIRED	TERMS NET 30-15% RETAINER
SHIP VIA		F.O.B. CEL

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

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 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

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

PLEASE EXECUTE AND RETURN PROMPTLY  
**46524**

BY (AUTHORIZED SIGNATURE) *A. Brennan* A. Brennan  
 Viking Engineering Co. 9/12/88 FOR (FIRM NAME) DATE  
 Exhibit A ACKNOWLEDGMENT

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

ORDERED FOR:  
ORDERED FOR:

NAME  
NAME

DIVISION  
DIVISION

DEPARTMENT  
DEPARTMENT

CHARGE TO ACCOUNT  
CHARGE TO ACCOUNT

15 PCKRG

JERMONCJICZ

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2100 200 000

AF00010000

H-27001-975

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H00005877**  
THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: VIKING ENGINEERING  
2300 MICHIGAN ST.  
HAMMOND, IN 46325

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

CONTROL NO. 1121-002-0000-00000

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

DATE OF ORDER 9-12-88	DELIVERY REQUIRED	TERMS NET 30-15% RETAINED
SHIP VIA		F.O.B. -DEL-

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				<p>SATISFIED WITHIN TEN (10) DAYS AFTER NOTICE, NEITHER THE FINAL PAYMENT NOR ANY PART OF THE RETAINED PERCENTAGE SHALL BECOME DUE UNTIL THE CONTRACTOR SHALL DELIVER TO THE OWNER A COMPLETE RELEASE OF ALL LIENS ARISING OUT OF THE CONTRACT, OR RECEIPTS IN FULL IN LIEU THEREOF AND AN AFFIDAVIT THAT, SO FAR AS HE HAS KNOWLEDGE OR INFORMATION, THE RELEASES AND RECEIPTS COVER ALL THE LABOR AND MATERIAL FOR WHICH A LIEN COULD BE FILED. CONTRACTOR SHALL, IF ANY SUBCONTRACTOR REFUSES TO FURNISH A RELEASE OR RECEIPT IN FULL, FURNISH A BOND SATISFACTORY TO THE OWNER TO INDEMNIFY IT AGAINST ANY AND ALL LIENS OR CLAIMS WHICH MAY AT ANY TIME BE FILED OR ASSERTED BY SUCH SUBCONTRACTOR.</p> <p>IF THE AMOUNTS RETAINED BY THE OWNER ARE SUFFICIENT FOR THE AFORESAID PURPOSES, OR IF ANY SUCH LIEN OR CLAIM REMAINS UNDISCHARGED OR UNSATISFIED AFTER ALL PAYMENTS HAVE BEEN MADE TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL PROMPTLY REFUND TO THE OWNER ALL MONIES THAT MAY HAVE BEEN PAID TO DISCHARGE SUCH LIEN OR SATISFY SUCH CLAIM, INCLUDING ALL COSTS AND EXPENSES AND REASONABLE ATTORNEY'S FEES IN CONNECTION THEREWITH.</p>		

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US

WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

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

PLEASE EXECUTE AND RETURN PROMPTLY  
46525

BY (AUTHORIZED SIGNATURE) <i>A. Brennan</i> A. Brennan FOR (FIRM NAME) Viking Engineering Co. DATE 9/12/88	PURCHASED BY <i>F. S. Walters</i> AUTHORIZED SIGNATURE F. S. WALTERS (PURCHASING VICE PRESIDENT)
--	--

Exhibit A ACKNOWLEDGMENT

ORDERED FOR: **NAME** DIVISION DEPARTMENT CHARGE TO ACCOUNT  
 H15 PERAC JERMOLOWICZ 0004857 277 85082 2100 200 000 5800010000

H-270-01-975

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H08A05077**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: **VIKING ENGINEERING**  
 2309 MICHIGAN ST.  
 HAMMOND, IN 46325

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

CONTROL NO. 1121-002-0000-00000

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

DATE OF ORDER <b>9/12/88</b>	DELIVERY REQUIRED	TERMS NET 30-112 RETAINER
SHIP VIA		F.O.B. DEL

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				THE TERMS AND CONDITIONS OF THIS CONTRACT ARE LISTED ON DOCUMENTS NO. 46522, 46523, 46524, 46525 & 46526.		
**	*****	***		ACA-TAXPHE		
**	*****	***		TELEPHONE CONFIRMATION MAIL		110,000.00

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

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

PLEASE EXECUTE AND RETURN PROMPTLY  
**46525**

BY (AUTHORIZED SIGNATURE) *A. Brennan*  
**A. Brennan**  
 Viking Engineering Co. 9/12/88  
 FOR (FIRM NAME) DATE

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

Exhibit A ACKNOWLEDGMENT

PARCEL 1:

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

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

PARCEL 2:

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

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

EXHIBIT B

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PARCEL 3:

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

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

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

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

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

EXHIBIT B

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