

R-62742

SUBCONTRACT

92001626

Subcontract No. 90188-3019

Date: December 31, 1991

This Subcontract is made pursuant to a Contract between Kenron Corporation (hereinafter called "Owner") and ICF Kaiser Engineers, Inc. (hereinafter called "Contractor") wherein Contractor agreed with Owner to install a Pulverized Coal Injection System at USX Corporation's Gary Works, Gary, Indiana.

Contractor and Preferred CO₂ Systems, Inc. (hereinafter called "Subcontractor") hereby agree that Subcontractor shall perform faithfully all obligations of Subcontractor as set forth in this Subcontract and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Subcontract are hereinafter called "Subcontract Documents".



- EXHIBIT "A" - Specification No. 90188-30621303-1 Rev. 2 Titled: "Carbon Dioxide Fire Extinguishment System"
- EXHIBIT "B" - Contractor Furnished Services and Materials
- EXHIBIT "C" - General Conditions for Subcontracts
- EXHIBIT "D" - Insurance Requirements
- EXHIBIT "E" - Schedule
- EXHIBIT "F" - Safety of Persons and Property
- EXHIBIT "G" - General Provisions
- EXHIBIT "H" - Description of Premises

REC'D
 JAN 9 1 09 PM '92
 CHICAGO TITLE INSURANCE COMPANY
 INDIANA DIVISION

COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:

Subcontractor shall commence, perform and complete his obligations hereunder in accordance with the Subcontract Documents.

FACE SHEET "A"

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WAIVER OF LIENS:

Subcontractor hereby agrees to and does waive his right to file any mechanic's liens or claims of any sort or kind against Owner's premises or any part thereof. Subcontractor further agrees to obtain a written waiver of the right to file any mechanic's liens or claims of any sort or kind against Owner's premises or any part thereof from any and all subcontractors, suppliers and materialmen at the time any subcontracts or purchase orders are issued in connection with the Work. In accordance with Article 25E of Exhibit "C", General Conditions for Subcontracts, a "Release and Waiver of Lien" in the form of Appendix I thereto shall be executed by Subcontractor prior to release of final payment hereunder.

This Subcontract shall be and constitute a no lien contract under and to the full extent provided by the laws of the State of Indiana. Accordingly, neither Subcontractor nor any other subcontractor, mechanic, journeyman, laborer, or any other person performing labor upon or furnishing materials or machinery for the Plant or the Premises or to any improvements erected or to be erected thereon shall have any right to file a mechanic's lien against the Plant or Premises. This Subcontract shall be prepared, executed, acknowledged and recorded in accordance with the requirements of Indiana Code Section 32-8-3-1 in order to render invalid any lien or purported lien filed or sought by Subcontractor or any other subcontractor, mechanic, journeyman, laborer or any person performing labor or furnishing materials or machinery for the Plant or Premises. The legal description of the Premises is attached hereto as Exhibit "H".



UNION AGREEMENTS:

Subcontractor shall perform all work in full accord with the provisions of the National Maintenance Agreement or other agreements as deemed appropriate or applicable to the work by the Contractor. Subcontractor's failure to do so will constitute a violation of this section. Subcontractor further agrees to include this provision in all lower tier subcontracts for performance of work at the site.

COMPENSATION:

In consideration of the faithful performance of all Subcontractor's obligations hereunder, Contractor shall pay to Subcontractor the following compensation (includes all present and future state, federal and local sales, use, excise, business and occupation, and transportation taxes and all other taxes pertaining to the transaction unless otherwise specifically provided):

LUMP SUM: \$ _____
(Firm - not subject to escalation)

TAXES:

Equipment furnished by Subcontractor under this Subcontract represents tangible personal property for resale by Contractor and is thus exempt from Indiana sales and use tax under the provisions of Indiana Code 6-2.5-5-8.

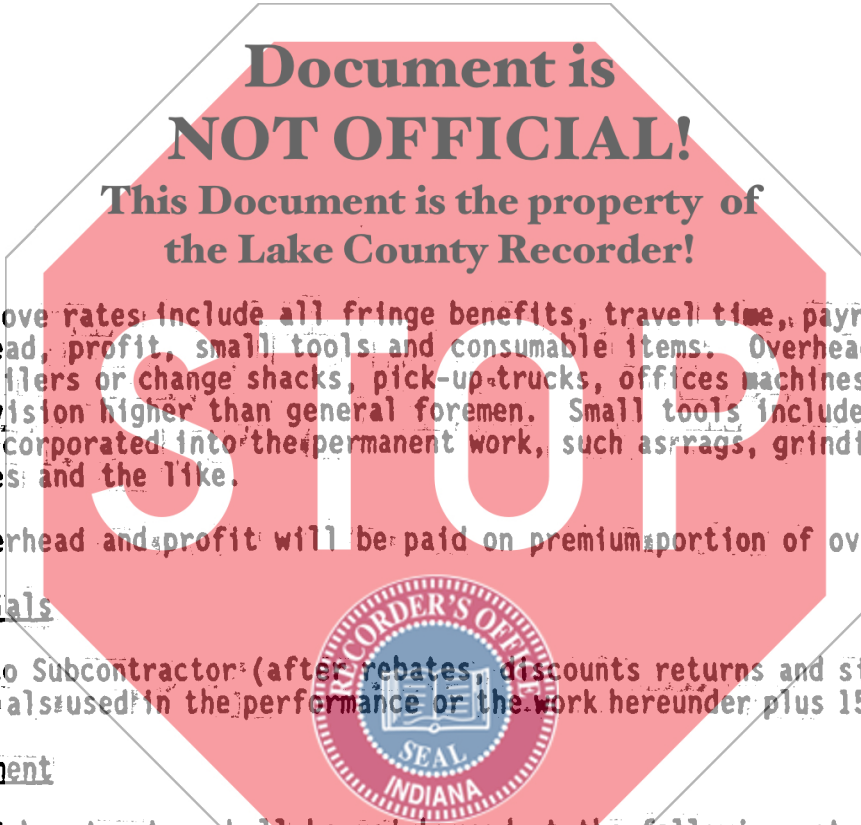
SPECIAL PROVISIONS:

1. In the event changes are authorized by Contractor pursuant to Article 23 of Exhibit "C", Contractor may elect to authorize additional work to be performed on a time and material basis. Bidder lists below his proposed rates for this work:

A. Labor

Hourly rate for journeymen, foremen and general foremen for each craft to be utilized in performance in the work:

<u>Craft/Position</u>	<u>Rate per Hour</u>	
	<u>Straight Time</u>	<u>Overtime</u>



The above rates include all fringe benefits, travel time, payroll taxes, insurance, overhead, profit, small tools and consumable items. Overhead includes such items as trailers or change shacks, pick-up trucks, office machines, timekeeper, and all supervision higher than general foremen. Small tools includes all items which are not incorporated into the permanent work, such as rags, grinding discs, paper cups, glasses and the like.

No overhead and profit will be paid on premium portion of overtime labor.

B. Materials

Cost to Subcontractor (after rebates, discounts returns and similar credits) of all materials used in the performance of the work hereunder plus 15% handling allowance.

C. Equipment

(1) Subcontractor shall be reimbursed at the following rates for equipment owned by Subcontractor:

<u>Description</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
N/A _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FACE SHEET "C"

(2) For equipment not owned by Subcontractor, reimbursement shall be for Subcontractor's actual rental cost plus 10% handling charge. Rates paid shall not exceed prevailing equipment rental rates in the area.

(3) All rental rates shall include fuel, oil, grease, and maintenance. Operators wages shall be reimbursed under Section "A" Labor above.

D. Subcontracts

The cost of work plus 15% handling allowance, provided said work is performed in accordance with the provisions set forth in Article 16 Exhibit "C".

2. The following items are excluded from Subcontractor's scope.

A. Painting of pipe.

B. Field wiring, conduit and cables.

ADDRESSES:

All notices, demands, requests, or other communications which this Subcontract requires or permits shall be sent to the addresses as listed below:

SUBCONTRACTOR:

Preferred CO₂ Systems, Inc.
375 Commercial Drive
Fairfield, OH 45014
Telephone: 513/874-4099
Fax: 513/874-9127

CONTRACTOR:

ICF Kaiser Engineers, Inc.
Four Gateway Center
Pittsburgh, PA 15222-1207
Telephone: 412/497-2000
Fax: 412/497-2244

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the date of first above written.

SUBCONTRACTOR:

BY:

Donald W. Leung
PRESIDENT

TITLE:

CONTRACTOR:

BY:

R. A. Driver
Procurement Manager

TITLE:

FACE SHEET "D"

ACKNOWLEDGEMENT:

STATE OF *Pennsylvania*
COUNTY OF *Allegheny*

SS:

Before me, Notary Public in and for said County and State,
personally appeared *Donald Spring*
the *President* of *Preferred Co. Systems, Inc.*,
a (n) corporation, who acknowledged the extension of the
foregoing instrument for and on behalf of said corporation and stated that
the representations set forth therein are true and correct.

WITNESS my hand and Notarial Seal this *6th* day of *January*, 1991-1992

This Document is the property of
the Lake County Recorder *Geraldine N. Rupert*
Notary Public, residing in:

Allegheny County
GERALDINE N. RUPERT
(Printed name)

My commission expires:

2-17-94

Notarial Seal
Geraldine N. Rupert, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 17, 1994
Member, Pennsylvania Association of Notaries

