

THE BABCOCK & WILCOX COMPANY

BARBERTON, OHIO

APRIL 28, 1955

CONTRACT FOR REINSULATING CYCLONE TUBES, DUCTS, ETC.Contract No. **OM-46704 (G-14214)**
AB-139

FOR AND IN CONSIDERATION of the amount hereinafter named, I, We

Libert Magnesia Manufacturing Company, The Asbestos Service Company, Approved Contractors,
of **100 East Rayen Avenue, Youngstown, Ohio**, hereinafter

referred to as the Contractor, do hereby agree to furnish to THE BABCOCK & WILCOX COMPANY of Barberton, Ohio, hereinafter referred to as the Company, subject to the Terms and Guarantees stated hereinafter, all labor and materials necessary for

repairs requiring the furnishing and installing the necessary insulation and finish over cyclone tubes ducts etc. (of the same type & to the same thickness) where it has been necessary

to remove same to make repairs or install the test pipe channels for gages, etc.

Contract includes sheet metal lagging over a portion of insulation.

CEMENT

All the above per "The Asbestos Service Co." quotation dated

3/21/55 for installation atthe works of **THE OHIO RUBBER CO.****MIL-S PLANT, OHIO**

hereinafter referred to as the Purchaser, and I, we further agree not to sublet any portion of this contract or assign the same or any moneys which may become due thereunder

PATENT INFRINGEMENT

The Vendor shall defend at its own expense any suit or action brought against the purchaser based on a claim that the equipment, or any part thereof, furnished hereunder constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance for the defense of such suit, and the Vendor shall pay all costs awarded therein against the Purchaser. In case the equipment or any part thereof is in such suit held to constitute infringement and its use is enjoined, the Vendor shall, at its own expense, either procure for the Purchaser the right to continue using said equipment; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs hereof.

INSURANCE

The Contractor will take and provide all precautions, safeguards and protections that may be required by law or that may be necessary or proper against the occurrence or happening of any accidents, injuries or damage to any person or property in the performance of the work under this contract or any operations, deliveries or inspection incident thereto and will indemnify and save harmless the Company from all loss, liability, costs and expenses arising out of or in connection with any such accidents, injuries (including death resulting therefrom) or damages that may happen or occur through or because of any acts or omissions of the contractor or of the contractor's agents, employees or sub-contractors and from all loss, liability and fines incurred for or by reason of the violation by the contractor or the contractor's agents, employees or sub-contractors of any municipal ordinance, state law or law of the United States or any regulations thereunder during the progress of the work.

At all times until the work under this contract and all work incident thereto is completed, the Contractor will effect and maintain (1) adequate Workmen's Compensation or Employer's Liability Insurance or both as required by law and (2) adequate insurance under policies, in amounts and with insurers satisfactory to the Company to protect the Contractor from all other claims for damages for bodily injury, including death, and property damages which may arise from operations under this contract or work incident thereto, whether said operations are performed by the Contractor or the Contractor's agents, employees or sub-contractors.

Upon demand, the Contractor shall furnish a certificate from his insurance carrier that the aforementioned insurance has been secured and such certificate shall provide that such insurance shall not be cancelled or changed until after the Company shall have received at least 5 days written notice of such change or cancellation. The Contractor will exhibit said insurance policies to the Company when requested. Compliance with this insurance provision shall not relieve the Contractor from liability under the indemnity provisions of this contract.

GENERAL

If the Company is required to pay any taxes, assessments or contributions for unemployment insurance, or any other taxes or assessments in respect of or measured by or with reference to the wages, salaries or other remuneration paid or payable to the contractor's employees or employees of any of the contractor's sub-contractors, the contractor will reimburse the Company for any and all amounts so paid and the same may be deducted from the amount agreed to be paid to the contractor hereunder. The contractor, on demand, will satisfy the Company as to whether the contractor is an employer within the meaning of any applicable unemployment insurance statute and will furnish any certificate, statement or information required by the Company to discharge any liability the Company may have under any such statute.

There are no understandings between the parties hereto, as to the subject matter of this contract, other than as herein set forth. All previous communications between the parties hereto, either verbal or written, are hereby abrogated and withdrawn and the acceptance of this contract, with the specifications and drawings referred to herein constitutes the whole agreement between the parties hereto. The contract cannot be assigned, except by a duly approved supplementary agreement signed by both parties, nor may the general conditions be modified.

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GUARANTEE

This apparatus and/or material is ordered by the Company in accordance with the requirements of THE OHIO EDISON CO. for boilers and appurtenances to be installed at HILLS PLANT, OHIO and will be installed under Contractor's guarantee that it is suitable for the purpose intended.

All workmanship and materials shall be the best of their respective kinds and suitable for the purpose intended, and Contractor agrees to make good any defects resulting from poor design, imperfect materials or workmanship which may develop within one year from the date of acceptance, and he will replace at his own cost and expense any parts which may fail or prove defective within that period.

TERMS

THE
BACOCK & WILCOX

In the event of the Contractor failing to complete or prosecute this work or any part thereof with such diligence as in the judgment of the Company will insure its due and proper completion, or if the Contractor abandoning said work for any cause, or at any time failing to remove any work or part thereof or any materials that may be defective or not in accordance with the specifications, and refuse to take the same according to contract and specifications, the Company may withhold all payments until final completion and acceptance and upon five days' written notice to Contractor and his failure to take such action within such time as will in their judgment remedy the default for which notice was given, may take possession of and complete said work in whole or in part, charging against the Contractor whatever expense may be incurred by such default, in which event the Contractor shall be further liable for all damage incurred thereby.

The Contractor covenants and agrees that Contractor will not permit any person or persons to file any mechanics' liens for materials furnished and labor performed on this work or upon the building or premises appurtenant thereto nor will Contractor file any liens.

When the Contractor has discharged all claims for materials and labor used in the execution of his contract and delivered to the Company a letter in which the Purchaser certifies that he has accepted the work, the Company will pay to the Contractor the sum due him in accordance with the agreement as executed below:

PRICE

FOR THE SUM OF _____

DOLLARS

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GM-46704 (G-14214) RB-37
THE OHIO EDISON CO
HILLS, OHIO
J.E.V. 4/25/55
cc:LTMark

IN WITNESS WHEREOF: The parties hereto have duly affixed their signatures, on the dates hereinafter mentioned.

Date _____
Barberton, Ohio.

THE BACOCK & WILCOX COMPANY.

Date _____

H. C. Mcoulter,
General Purchasing Agent

By J. B. D. MacAdan, Buyer
Assistant Purchasing Agent

Ehret - Asbestos Service Co.

RE-139

3-1-54.

Very truly yours,

THE BABCOCK & WILCOX COMPANY

W.C. MOULDER, PURCHASING AGENT

BY: J.A.L. MACADAM,
ASSISTANT TO PURCHASING AGENT.

CAB:SAJ

CC: Ehret Magnesia Mfg. Co., Valley Forge, Pa.

P.S. Two prints of revised insulation drawing 11116E-9 were attached to the copy of our Engineering Department's memorandum of February 25 which we sent you.

J.F.L.M.

CC: A.B. Rittenhouse

G.A. Taylor

C.J. Odell

Cont. Div. J.C. Richey 5

Erec. 3

F.A. Cleary

J.N. Dempster

Gen. Prod. Control

Gen. File