



ARMCO STEEL CORPORATION

This agreement, made this 24th day of February, 1969 by and between Armco Steel Corporation, an Ohio Corporation, whose principal office and place of business is in Middletown, Ohio, hereinafter called "Armco", and Koppers Company, Inc., a Delaware Corporation, whose principal office and place of business is in Pittsburgh, Pennsylvania, hereinafter called "Contractor".

Contractor is engaged in the business of contracting for and the performance of repairs to Battery No. 4, Hamilton Coke Plant, hereinafter called the "Work". Contractor shall perform such Work at the Hamilton Works of Armco, the total scope of which is described in Article XXXIX.

I SERVICES TO BE RENDERED

This agreement covers certain materials and engineering services to be furnished on a lump-sum basis and certain material and field labor on a cost-plus fee basis.

- (A) The Work to be performed by contractor on a lump-sum basis is explicitly limited to the following:
- (1) Perform all engineering services for the Work as described in Article XXXIX.
 - (2) Provide material for replacement of parts of one (1) pusher side longitudinal tie rod as required.
 - (3) All pusher side and coke side tie rod bearing plates and all coke side tie rod springs.
 - (4) New coke side handrail at battery top and protection plates at collector supports.
 - (5) Materials necessary to replace pusher side bench concrete and brick paving.
 - (6) Four (4) new pusher side buckstays from a point about one foot below oven floor through the top (Nos. 1, 6, 25, 27).
 - (7) All new coke side buckstays from a point about one foot above bench through the top.

SERVICES TO BE RENDERED. (Continued)

- (8) Two (2) new cross tie rods.
- (9) Two (2) new pusher side jambs.
- (10) One (1) new coke side jamb.
- (11) All new pusher side and coke side sill castings.
- (12) Six (6) pairs of lower door jamb coke guide brackets, coke side.
- * (13) Provide new bench face and apron plates, pusher and coke side.

The brick indicated on the photostats of Drawing 743-1A10 previously submitted, the brick required to pave the rebuilt pusher side bench in front of the ovens, the brick for thirteen (13) walls of one additional flue pusher side and coke side, all mortar for this work, mold charges and freight are not included in the following lump-sum figures since we understand these are covered by your separate purchase order HMS-468855-RP.

Contractor agrees to furnish the materials and engineering services described in Items A (1) through A (12), inclusive, for the lump-sum price of:

One Hundred Forty Thousand and Two Hundred Dollars . . . \$140,200.00 ✓

- (B) Contractor will provide all other materials and supplies required for the Work and all field labor, supervision, operating personnel, construction equipment and tools on a cost-plus fee basis as stipulated in Articles II and III herein.
- (C) Contractor, in the performance of the Work, shall act as an independent contractor and not as agent or employee of Armco, except that Contractor shall be and act as Armco's agent in performing any services which Armco directs Contractor to perform as Armco's agent, by mutual consent.
- (D) Contractor will perform the Work with its own forces subletting parts of the Work, when it is to the advantage of Armco to do so but subject to Armco approval, and turn the completed Work over to Armco ready for regular use.
- (E) Contractor will give to Armco, and keep current, copies of local union agreements covering those crafts that can be supplied by Contractor without benefit of subcontractors.

*Per Koppers Company, Inc.'s letter dated February 7, 1969.

SERVICES TO BE RENDERED (Continued)

(F) Contractor will furnish without direct reimbursement:

- (1) The services of its officers, home office management staff and accounting and payroll services.
- (2) All field office supplies, furniture and equipment.
- (3) Contractor shall furnish to Armco copies of daily time slips.

II REIMBURSEMENT OF EXPENSES UNDER ARTICLE I (B)

Contractor shall be reimbursed for:

- (1) All straight time labor cost (actual payroll base rate of crafts, full time on site supervision and non-craft personnel as authorized by Armco). The base labor rates applicable to labor furnished by Contractor shall be in accordance with the prevailing contract rates set forth with the local construction union involved. Contractor shall notify Armco at least thirty (30) days in advance of the effective date of any change in the labor contract.
- (2) Shift differentials and the premium portion of overtime worked. The normal work week for labor shall be on a straight time basis, five (5) days per week, eight (8) hours per day, Monday through Friday. No overtime work shall be performed without prior written approval by authorized representative of Hamilton Works. However, overtime payments necessary to attract qualified labor and crafts shall not be unreasonably disapproved.
- (3) Actual cost of payroll taxes, Workmen's Compensation and Employer's Liability Insurance, Federal Old Age Benefits and Federal and State Unemployment Insurance pertaining to employees whose wages and salary are reimbursable under Subsection (1) above.
- (4) Employee benefit expenses specifically covered by craft union agreements pertaining to employees whose wages and salary are reimbursable under Subsection (1) above, the same to be itemized on each invoice.
- (5) Actual cost of all subcontracts issued by Contractor. Each subcontract must have Armco's prior written approval. Contractor shall furnish to Armco copies of all subcontracts.

REIMBURSEMENT OF EXPENSES UNDER ARTICLE I (B) (Continued)

- (6) Rental value for the actual time Contractor-owned equipment is on the site on the basis of 110% of the monthly rate as published in the Associated Equipment Distributor's Annual Rental Rate Book or in Contractor's Standard Rental Rates for Construction Equipment, dated April 1, 1968, plus transportation charges to and from the job site, to be approved by Armco's authorized representative. Rental rates of contractor-owned equipment not covered in said rate books shall be charged at prevailing local rates. Contractor shall give Armco thirty (30) days advance notice of any change in rental rates. Equipment rented by the Contractor from others will be reimbursable at actual invoice cost and require Armco's prior written approval. Operating labor required for such equipment will be reimbursable on the basis of Subsection (1) above unless the operator is furnished with the equipment. Construction equipment may be furnished by Armco at its option. *except for the cities welding machines which be \$15 per day or portion thereof.*
- (7) Tools of special application at actual cost purchased with the prior written approval of Armco. Such tools shall be and remain the property of Armco.
- (8) Standard tools costing more than \$500 each on the basis of rental rates referred to in Subsection (6) above. The expense of standard tools costing less than \$500 each (refer to Attachment "B" for example) and consumable construction materials and workmen's supplies are reimbursable at actual cost.
- (9) The actual cost of all materials and supplies delivered to site other than those referred to in Subsection (8) above purchased with the prior written approval of Armco. Contractor shall furnish to Armco priced copies of all purchase orders issued.

III FEE

Contractor's total fee shall be 38% of the cost reimbursable under Section II (1) plus 7% of the cost reimbursable under Section II (5) plus 17% of the cost, exclusive of any sales tax, reimbursable under Section II (9).

IV GENERAL CONDITIONS

- (A) Purchase orders, or work authorizations, covering Work to be completed by Contractor will be issued by Armco to provide a proper authorization for performance of Work as described in this agreement.

GENERAL CONDITIONS (Continued)

- (B) Contractor shall perform the Work so as to maintain plant traffic and manufacturing operations as nearly normal as possible, assist in keeping clear walks, roadways, and railroad sidings, and shall cooperate with Armco to minimize interference with normal coke plant operations, other contractors and Armco.
- (C) Contractor's superintendent or designated representative shall be on the premises at all times during working hours. Contractor shall enforce strict discipline among its employees and require them to observe all plant working rules and regulations.
- (D) Contractor and his subcontractors agree to exert best efforts to use only such labor as will in no way disturb or affect labor employed by Armco. Contractor and his subcontractors shall fully investigate existing labor practices before making work assignments, and Contractor shall consult with Armco before such assignments are made.
- (E) Trade and cash discounts will be passed to Armco.
- (F) All Sales and Use Taxes will be for the account of Armco.

V SAFETY REGULATIONS

It shall be the responsibility of Contractor to adopt and enforce and require all Subcontractors to adopt and enforce, sound and accepted safety practices in accordance with those set forth and described in Attachment "A". It is understood and agreed that such safety practices are minimum and that full compliance therewith shall not relieve Contractor from any liability assumed under Article IX.

VI TERMS OF PAYMENT

(A) LUMP SUM PORTION OF THE WORK - ARTICLE I (A)

Ninety (90%) per cent of the value of the engineering and material furnished during the preceding month based on Contractor's monthly estimate during the progress of the Work until seventy-five (75%) per cent of the Work is completed, at which time the retained amount will be reduced to five (5%) per cent. Payment of Contractor's monthly billings by Armco shall be made within twenty (20) days after receipt of the statement. Final payment shall be made not later than sixty (60) days after the Work is accepted by Armco.

TERMS OF PAYMENT (Continued)

(B) COST PLUS PORTION OF THE WORK - ARTICLE I (B)

Promptly after the first of each month, Contractor shall furnish to Armco a detailed written statement of all authorized costs incurred during the preceding month. The statement shall be accompanied by payroll sheets, bills for materials and equipment furnished, rental equipment statements, bills for subcontractors, and adequate detail and proof of correctness of the statements satisfactory to Armco. Payment of ninety (90%) per cent of Contractor's monthly billings by Armco shall be made within twenty (20) days after receipt of the statement. After seventy-five (75%) per cent of the Work is completed, the retained amount will be reduced to five (5%) per cent. Final payment shall be made not later than sixty (60) days after the Work is accepted by Armco.

VII PURCHASING - SELECTION OF VENDORS AND SUBCONTRACTORS

Armco may furnish to Contractor a selected listing of sources for materials and subcontractors to be used for the supplying of materials and completion of work. Contractor agrees insofar as is practical to follow Armco's requests in the selection of vendors and subcontractors.

VIII REPORT OF SUBCONTRACTORS USED

Contractor shall furnish to Armco a report by the end of the month following each calendar quarter showing the dollar payments to those subcontractors who have furnished materials and service under Contractor supervision at the Hamilton Works. This report shall be cumulative for the calendar year and may be restricted to those subcontractors whose dollar totals are expected to be in excess of \$4,000 for the year. This report shall be mailed by Contractor to Armco Steel Corporation, attention of Director of Purchases, Raw Materials and Purchasing Department, Middletown, Ohio, with an information copy mailed, attention of Works Engineer, Hamilton Works.

IX INDEMNITY AND INSURANCE

Contractor shall protect, indemnify and save harmless Armco against and from any loss, cost, damage or expense arising from:

- (A) any and all claims which may be made against Armco by reason of injury or death to person or damage to property suffered or claimed to have been suffered by any person, firm, corporation, or other entity caused by or alleged to have been caused by any act or omission, negligent or otherwise, of Contractor or any subcontractor of Contractor or of any of their employees, workmen, servants or agents; and

INDEMNITY AND INSURANCE (Continued)

- (B) any and all damage to Armco's property, including property occupied or used by or in the care, custody or control of Contractor, caused or alleged to have been caused by any act or omission, negligent or otherwise, of Contractor or any subcontractor of Contractor or of any of their employees, workmen, servants or agents; and
- (C) any and all claims which may be made against Armco by reason of injury or death to person or damage to property, however caused or alleged to have been caused, and even though claimed to be due to Armco's negligence, suffered or claimed to have been suffered by Contractor or any subcontractor of Contractor or by any of their employees, workmen, servants or agents.

Contractor will carry, at its sole expense, public liability and property damage insurance covering all operations and work hereunder in amounts of not less than \$100,000 for all liability arising out of injury to or death of one person and \$300,000 for all liability arising out of injuries to or death of two or more persons in any one occurrence and \$100,000 in the aggregate arising out of injury to or destruction of property. Such insurance shall specifically refer to the contract created hereby and specifically cover the liability assumed by Contractor hereunder. Contractor also agrees to carry, at its sole expense, automobile liability insurance on all automobiles owned and hired, as well as automobile non-ownership liability insurance, in the amounts of not less than \$100,000 for all liability arising out of injury to or death of one person and \$300,000 for all liability arising out of injuries to or death of two or more persons in any one occurrence, and not less than \$100,000 for all liability arising out of injury to or destruction of property in any one occurrence.

Contractor agrees to furnish Armco certificates of such insurance which shall be in companies and in form satisfactory to Armco prior to commencing work hereunder and such certificates shall provide that ten (10) days' written notice shall be given to Armco prior to cancelation of or material change in the coverage.

Contractor and its subcontractors shall comply with all requirements of the laws of the State in which Contractor is performing the work hereunder relating to workmen's compensation and employer's liability and shall furnish evidence of such compliance as required by Armco.

X PHYSICAL DAMAGE INSURANCE

Contractor, at Armco's expense, shall carry such physical damage insurance in such amounts and forms as Armco shall direct.

XI AUDIT - COST PLUS WORK ONLY

Contractor's and subcontractor's operations, records and books, as to work performed or monies expended or liability incurred for reimbursable costs or expenses under this agreement, shall be kept in accordance with Contractor's standard accounting practice and be available and open to Armco as required at all reasonable times for verification of billings.

XII LIENS

Contractor agrees that it will promptly discharge any and all liens for labor or material arising out of the work hereunder or filed against Armco or Armco's property; and such part of the payment due hereunder as is necessary for Armco's protection may, at Armco's option, be withheld until Contractor shall have furnished reasonable evidence that there are no unsatisfied claims which may become liens. Before final payment Contractor agrees to submit evidence satisfactory to Armco that all payrolls and any and all indebtedness incurred by or in behalf of Contractor or any subcontractor, in connection with work hereunder which might entitle any person to a lien against Armco's property, have been fully paid; and Contractor further agrees, if requested by Armco, to furnish a satisfactory bond or indemnity against all such liens or claims.

XIII SECRECY

All information relating to any process or item of a proprietary or secret nature disclosed by Armco to Contractor shall not without the written consent of Armco be used or disclosed by Contractor other than for the performance of this agreement.

XIV SALVABLE MATERIAL

Any scrap steel, iron, or other salvable material resulting from the work shall be the property of the purchaser, whether that be Armco or the Contractor. If such material is the property of the Contractor, he shall promptly remove the same from Armco's property, unless otherwise agreed upon.

XV CLEAN-UP

Daily during construction and upon completion of the work, the Contractor shall remove all rubbish and debris caused by his operations and dispose of same, in accordance with the directions of Armco. At completion of the Work, the area and buildings shall be left broom clean by the Contractor. Any remaining material or equipment shall be removed by the Contractor to proper storage as designated by Armco.

XVI ITEMS TO BE SUPPLIED BY PURCHASER

Armco agrees to supply, without charge to Contractor, at the site of work for use by Contractor in connection with the performance of the work under this Contract, all steam, power, water and electricity that is required to diligently pursue the work.

XVII ITEMS TO BE SUPPLIED BY CONTRACTOR

Contractor agrees to supply at the location where the work is to be performed at no charge other than the compensation provided in this Contract, everything necessary for the complete performance of this Contract, including all labor, tools, implements, equipment, machinery and materials, except such as is to be supplied by Armco.

XVIII MUNICIPAL FEES AND DEPOSITS

Contractor agrees to secure all necessary permits in connection with the performance of the work under this Contract and to pay all municipal and other fees in connection therewith, and agrees to furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefor.

XIX COMPLIANCE WITH APPLICABLE GOVERNMENTAL STATUTES AND REGULATIONS

Contractor, its employees and all others acting under its direction or control, shall at all times observe and comply with, insofar as they may be applicable, any and all laws, ordinances, statutes, rules and regulations of the United States and of the State in which the work is performed and of their executive and administrative agencies, and of any and all other governmental agencies having the jurisdiction over the work to be done hereunder, and shall also observe and comply with any and all rules and regulations of Armco.

XX PLANS, DRAWINGS AND/OR SPECIFICATIONS

Contractor agrees fully to perform this Contract to the entire satisfaction of Armco and in strict conformance with any plans, drawings and/or specifications referred to or incorporated in this Contract, or in any amendments or additions made to this Contract, and also in conformance with any plans, drawings, and/or specifications in effect at the date of this Contract, required by any lawful body having the right to demand that said work should be performed in the manner specified by such body. All plans, drawings, specifications, reports, and the like relating to the work shall be the property of Armco with the exception of brick detail drawings.

XXI ADDITIONAL DRAWINGS

Armco, in its discretion, may supply Contractor with such additional plans, drawings, specifications and/or explanations as may be necessary to further detail and illustrate the Work to be done, and Contractor agrees to conform thereto. Contractor, where Armco deems necessary, will furnish Armco with shop and/or work drawings showing detail of work to be performed.

XXII SUPERINTENDENCE

Contractor agrees to designate, appoint and maintain a competent Superintendent who, on behalf of Contractor, shall have complete charge of all Work under this Contract. Contractor shall promptly advise Armco in writing, giving the name, address and telephone number (night and day) of such designated Superintendent and of any changes from time to time in such superintendence.

XXIII PERFORMANCE OF WORK

- (A) Contractor agrees to proceed with the Work to be performed under this Contract and each and every part and detail thereof, in the best and most workmanlike manner by qualified workers, and agrees to finish such Work in strict conformance with said plans, drawings and/or specifications, or any authorized changes, modifications or amplifications thereof made by Armco.
- (B) In the event of failure of the Contractor at any time to perform the Work either in whole or part according to the terms hereof, and/or in the event of defective workmanship, and/or materials furnished by Contractor as may be determined by the inspection of Armco, then Armco at any time may, at its discretion, require Contractor to remedy such failure or defect within a reasonable time at no expense to the latter, or may undertake to remedy such failure or defect and deduct from any payments due, or to become due, to Contractor, the cost thereof, or may terminate this Contract and/or complete the same and deduct from sums due or to become due to Contractor, or recover from Contractor costs of completion or correction plus damages due to Contractor's failure to perform.

In addition to the rights provided above, Armco may exercise any other rights or remedies provided by law or in equity for any default or breach by Contractor, and Contractor shall be liable for and shall pay any losses or damages suffered by Armco arising out of any such breach or default by Contractor in the performance of this Contract.

XXIV PROTECTION AND RESTORATION OF MATERIALS AND WORK

Until final acceptance of the completed work by Armco, Contractor shall promptly, at its own expense, restore any part of the work hereunder lost, damaged or injured by fires, lightning, storms, floods or other Acts of Providence, it being agreed that the obligation of Contractor hereunder is to deliver the work purchased hereunder complete as specified. Contractor shall cover and protect, in a manner satisfactory to Purchaser, the work and all materials and equipment at the jobsite (including Purchaser furnished materials and equipment) which are to be incorporated in the work, from damage, loss or destruction by the elements or from any other cause except acts of war and nuclear explosion and Contractor shall maintain efficiently such covering and protection for the work and for said materials, and equipment and shall do whatever is necessary to protect the same.

XXV INSPECTION

Contractor agrees that representative of Armco, or any person appointed by Armco, will be permitted to visit and inspect said Work, or any part thereof, at all times and places during the progress of the Work and Contractor agrees to provide sufficient, safe and proper facilities for such inspection. All materials and workmanship supplied in the performance of this Contract shall be subject to inspection and approval by Armco, at any and all times during the manufacture or construction and at any and all places where such manufacture or construction is carried on.

XXVI DELAYS AND EXTENSION

The time during which Contractor is actually delayed in the performance of Work hereunder by the acts of omission or commission of Armco or of its employees or agents, or by the acts of God, or by the elements which Contractor could not reasonably foresee and provide against, or by other causes beyond Contractor's reasonable control, including without limitation, strikes, boycotts, or like obstructive action by employees or labor organizations, may be added to the aforesaid time of completion of said work under the following circumstances; no extension of time shall be considered unless Contractor gives prompt written notice to Armco of the event causing such delay and the probable duration thereof, together with essential supporting data. Armco shall review the data so submitted and shall take into account such information as is within the knowledge of Armco's representatives. If approved by Armco, a written extension of time for completing the Work shall be granted for the period reasonably justified and not otherwise.

XXVII SUSPENSION FOR CONVENIENCE

Armco for its convenience may suspend this Contract in whole or in part at any time by written or telegraphic notice to the Contractor. Such notice shall state the extent and the effective date of such suspension, and on the effective date thereof Contractor shall promptly suspend such work to the extent specified, and during the period of such suspension shall properly care for and protect all Work and materials, housing and equipment on hand for construction under this Contract. Contractor also shall promptly supply the copies of all outstanding orders for materials, equipment and services, and shall take such action relative to such orders as may be directed by Armco. If the performance of the work is thus suspended, Contractor shall be entitled to be reimbursed for all additional expense incurred by reason of such suspension as agreed upon by Contractor and Armco.

XXVIII TERMINATION FOR CONVENIENCE

- (A) Armco may, for its convenience terminate Work under this Contract in whole or in part at any time by written or telegraphic notice to the Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof the Contractor will, as and to the extent directed, stop Work under this Contract and the placement of further orders or Contracts hereunder, terminate Work under orders and Contracts outstanding hereunder, and take any necessary action to protect property in the Contractor's possession in which Armco has or may acquire an interest.
- (B) In the event of such termination, as hereinabove in Paragraph A provided, Armco shall pay Contractor for the portion of the Work completed prior to such termination an amount which shall consist of the following: (1) Such proportion of the contract price as the completed work bears to the total work (including, if the contract is based on cost plus a fee, a like proportion of the fee); (2) Reimbursement for any out-of-pocket expenses incurred by Contractor in preparing for performance hereunder to the extent that such expenses are not included under the preceding item (1); but in no event shall the total of (1) and (2) exceed the contract price; (3) other costs pertaining to the Work which Contractor may incur as a result of such termination.

- (C) The provisions of this Article XXVIII shall not apply in the event of default of Contractor, and Armco reserves the right to terminate this Contract or exercise any other remedies for default of Contractor.

XXIX ACCEPTANCE OF WORK

It is mutually agreed that no payment made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective or improper materials.

XXX PATENT RIGHTS

Contractor shall at once discharge, indemnify and hold Armco harmless from and against any and all claims (including attorney's fees, and other expense of suits) for infringement or use of patent rights in connection with the Work to be performed hereunder and the use by Armco of any materials, parts, tools, equipment, appliances, or products of this Contract, fabricated or furnished by Contractor.

XXXI ASSIGNMENT

This Contract shall not be assigned, sublet or transferred in whole or in part by Contractor, nor shall Contractor assign any monies due or to become due without prior written consent of Armco, and any attempted assignment hereunder without the previous written consent of Armco shall be void.

XXXII LABOR PROVISIONS

Contractor shall comply strictly with the provisions covering wages and working conditions (except hiring arrangements, union security provisions or any other provisions contrary to any applicable State or Federal Law) contained in the applicable collective bargaining agreements with local unions affiliated with the Building and Construction Trades Department (AFL-CIO) having jurisdiction over the Work during the entire course thereof. Contractor shall pay no more or less than the amount required to be paid for various classifications of labor by said collective bargaining agreements. All jurisdictional disputes arising during the course of the Work between unions affiliated with the Building and Construction Trades Department (AFL-CIO) shall be settled in accordance with the Procedural Rules and Regulations of the National Joint Board for Settlement of Jurisdiction Disputes in the Building and Construction Industry.

XXXIII REMOVAL OF EMPLOYEES

Armco may require the removal or discharge of any person employed in or about the facilities of Armco if it determines that the employment of such person is detrimental to the performance of the Work under this Contract, or if, in Armco's opinion, the employee is not qualified to perform the Work assigned him or is guilty of improper conduct.

XXXIV CONVICT LABOR

The Contractor shall not knowingly employ upon the Work covered by this Contract any person undergoing sentence or imprisonment at hard labor.

XXXV NO DISCRIMINATION

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, or color, or national origin and further agrees that it will include a provision similar to this provision in all Sub-Contracts.

XXXVI NOTICES

All notices required or permitted to be given under this Contract may be given by either party to the other by depositing same in the United States Mail enclosed in a sealed envelope with first class postage thereon, fully prepaid, or by telegram, either of which shall be addressed to the respective parties at the address shown on the front sheet hereof. The address of either party may be changed at any time by written notice to the other of such change. Any notice in the form of a letter deposited by either party shall be deemed to have been given and received by the other party within thirty-six (36) hours after mailing as aforesaid. Any notice given by telegraph addressed as above provided, shall be deemed to have been given and delivered within twelve (12) hours after the message is submitted to the telegraph company.

XXXVII FAIR LABOR STANDARDS CERTIFICATION

Contractor promises to give a certification in the following words or words substantially equivalent thereto, which will appear on the invoices or some other documents: "We hereby certify that the goods covered by this invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act as amended, including Sections 6, 7 and 12 thereof and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof."

XXXVIII GUARANTEES

Contractor guarantees that all the Work shall be free from defects in workmanship and materials for a minimum period of one (1) year from date Battery No. 4 is placed in operation and promptly upon Armco's request will correct by repair or replacement without charge to Armco any such defects which may appear in the Work during that period. All workmanship furnished by Contractor hereunder shall be first class and the quality of all material furnished shall be first class in every respect and suitable for the purpose for which it is to be used. All guarantees and warranties obtainable by Contractor from manufacturers and vendors of equipment used in performance of this Contract shall be extended to Armco to the full extent of their terms.

XXXIX CONTRACT ENTIRE AGREEMENT

This Contract, together with the exhibits and photostats of marked drawings shall constitute the entire agreement between the parties and shall supersede all prior negotiations, proposals and purchase orders, whether written or oral. The Work, as referred to herein, is described as follows: Contractor will furnish the engineering, labor, materials, equipment, tools and supervision to repair Armco's 25-oven Battery No. 4. The scope of work on this battery is limited to the following:

BATTERY NO. 4 - 25 KBUJ OVENS

BRICKWORK

- ✓1) Replace 1-1/2 flues pusher side, 2-1/2 flues coke side from floor through battery top. These will include the pusher side offtake brick and the coke side smoke hole brick.
- ✓2) New face brick on the pusher and coke sides at the corbel area, the entire length of the battery, tiers 35, 36, 37, 38 and 39.
- ✓3) New floor block behind the door sills; one on the pusher side and two on the coke side.
- ✓4) Oven floors will be poured with R. & I. Super 3000 prior to charging ovens.
- ✓5) Brick paving will be provided in front of the ovens for the rebuilt pusher side bench.
- ✓6) Purchaser will seal brickwork expansion tie-in joints with his equipment, material and labor.

- ✓7) Additional brick will be purchased to facilitate repairs, only if required, due to unforeseen deterioration. This will include thirteen (13) walls of one additional flue, pusher side and coke side. This brick will be ordered to have on hand in addition to that shown on the marked drawing attached.

STEELWORK

- ✓1) Replace parts of one pusher side longitudinal tie rod as required.
- ✓2) Replace all pusher side and coke side tie rod bearing plates and springs. The outboard spring plate on the coke side will be straightened and reused.
- ✓3) Pusher side and coke side parapet plates will be straightened and reused.
- ✓4) Replace coke side handrail at battery top and protection plates at collector supports.
- ✓5) Realign larry car collector supports.
- ✓6) The pusher side bench concrete will be replaced and brick paving provided.
- ✓7) Provide four (4) new pusher side buckstays from a point about one foot below oven floor through the top. (Nos. 1, 6, 25, 27). Straighten remainder of buckstays.
- ✓8) Provide all new coke side buckstays from a point about one foot above bench through the top.
- ✓9) Remove pusher side and coke side regenerator end shim plates.
- ✓10) Two (2) new cross tie rods will be provided to be used as required.

CASTINGS

- ✓1) Two (2) new pusher side jambs will be provided and installed and the remaining pusher side jambs will be reused.
- ✓2) One (1) new coke side jamb will be provided and installed along with nine (9) new coke side jambs which are at present in the field. All remaining jambs will be reused. The nine (9) jambs presently in the field will have the sealing surface refaced.

- ✓3) Replace all pusher side and coke side sill castings.
- ✓4) Provide six (6) pairs of lower door jamb coke guide brackets, coke side. These will be installed as required.
- ✓5) Purchaser will supply and install any other castings required except for ascension pipe goosenecks and nozzles which will be removed and reinstalled by Koppers as well as interfering piping. Blanking between the ascension pipe and collecting main will be by Koppers.

XL EXTRA WORK

Should it be necessary to do additional work over and beyond the scope of the work outlined in Article XXXIX and the drawings referred to therein, the price of such work shall be mutually agreed upon between Contractor and Armco before proceeding with the work.

XLI EFFECTIVE DATE

This agreement is effective the day and year first above written.

ARMCO STEEL CORPORATION

(CONTRACTOR) KOPPERS COMPANY, INC.

BY: William W. Schuck
Director - Purchases

BY: Robert G. Wilson
Robert G. Wilson, Vice President
and General Manager

**SAFETY INSTRUCTIONS FOR CONSTRUCTION
CONTRACTORS AND THEIR AGENTS WORKING
ON THE PREMISES OF ARMCO STEEL CORPORATION**

The purpose of these safety instructions is to establish minimum safety standards to guide the Contractor and his employees in carrying out their safety responsibilities. Unless the context otherwise requires, reference to employees of the contractor shall include employees of sub-contractors.

I. GENERAL INSTRUCTIONS

- A. The General Contractor shall be responsible for the safety activities of all employees and agents he employs.
- B. All safe practices on construction work outlined in the latest edition of the "Manual of Accident Prevention in Construction", as published by The Associated General Contractors, shall be used as a guide.
- C. The Contractor shall comply with all applicable city, county, state, and federal safety codes in the area where he is performing his work.
- D. The Contractor shall comply with all applicable safety rules and regulations of the plant or works of Armco Steel Corporation where he is performing work. Questions of application will be resolved solely by Armco.
- E. Before starting work, the Contractor shall secure copies of all Armco General Safety Orders issued by the local plant where he is working and he shall comply with applicable provisions to safeguard personnel and property of Armco.
- F. The Contractor shall make prior arrangements with the Project Engineer or designated Plant Engineer before starting work in any operating department.
- G. Control valves or service lines which are located in various departments must not be opened or closed without first securing permission from the maintenance foreman in the department.
- H. The Contractor must make prior arrangements with the Project Engineer or his designated representative to check on the existence of underground conduits and service lines before an excavation of any kind is made with the plant area.

II. ACCIDENT PREVENTION PROGRAM - The Contractor shall have an accident prevention program commensurate with the extent of work under his contract.

- A. Safety Personnel - If it is determined by Armco that the contract warrants a full-time qualified safety supervisor, he shall be employed by the Contractor to implement the accident prevention program. He shall work closely with the plant safety department. The determination for the need of a safety supervisor shall be resolved before the contract is finalized.
- B. Safety Meetings shall be held regularly between Armco plant safety personnel and the Contractor's safety and/or supervisory personnel and Contractor's personnel for establishing a Safety Meeting Schedule.
- C. Adequate Safety Indoctrination and instruction shall be given to all personnel employed by the Contractor.

D. Personal Protective Equipment and Clothing

1. The Contractor shall require his employees to wear adequate protective equipment and clothing commensurate with the hazards of the job being done. It is recommended that, wherever possible, these requirements be in accord with the personal protective program of the Armco plant or works where the work is performed. The following shall be used as a guide in establishing rules to provide employees with adequate protective equipment.
 - a. Hard hats shall be worn in all construction areas.
 - b. Appropriate type safety glasses, goggles, face shields or helmets shall be worn on all jobs where there is a known eye hazard.
 - c. Appropriate foot wear, such as safety shoes, protective covers, rubber boots, etc. shall be worn by employees who are engaged in work requiring such protection.
 - d. Respirators or breathing apparatus shall be worn on any job with respiratory hazards, including brick sawing, spray painting, and areas of excessive dust, toxic materials, or oxygen deficiency such as manholes, sewers, etc.
 - e. Safety belts shall be worn by employees where needed.

III. ACCIDENT REPORTS - The contractor shall maintain accurate safety records.

- A. All work injuries shall be classified in accordance with the latest revision of the Z16.1 Code, "Recording and Measuring Work Injury Experience", as issued by The American Standards Association.
- B. Any accident which apparently will lead to a disabling injury must be reported to the Armco project engineer or works engineer immediately.
- C. Copies of all disabling injury reports shall be sent to the Armco project engineer or works engineer.

IV. FIRST AID AND MEDICAL TREATMENT

- A. The Contractor shall make adequate local arrangements for giving first aid and medical treatment to injured employees.
- B. All injuries, regardless of how minor, shall be reported to the individual's supervisor.

V. CONTRACTOR'S EMPLOYEES - Qualifications and Conduct

- A. The Contractor shall make every effort to employ physical and mentally capable employees to carry out the work they are expected to perform.
- B. Employees should be discouraged from riding crane hooks or loads carried by cranes.
- C. Employees must not visit departments or sections of the plant not connected with their place of work.
- D. Employees entering or leaving their place of work must follow the designated routes.
- E. Employees must be alert for train movements when crossing railroad tracks.
- F. Employees shall not cross over, between, or under railroad cars unless properly authorized.
- G. Horseplay is considered an unsafe act and will not be tolerated on the job. Employees engaging in same are subject to discharge.

- H. Good Housekeeping is one of the first rules of safety and all Contractors are expected to keep their places of work clean and orderly. Materials and equipment will be left in a neat and orderly manner at the end of each working day. Trash shall be disposed of daily or more often if necessary. Employees must be cautioned against blocking or obstructing fire-fighting equipment, electric switch boxes, crane access stairs, ladders, safety walkways, or other areas necessary for the movement of men or safe operation of equipment.

VI. FIRE PREVENTION AND PROTECTION - Every possible effort shall be made to prevent fires and all approved protective means shall be taken in accordance with the National Fire Protective Association Code. Special protective measures shall be taken as follows:

- A. When burning or welding outfits are used, fire extinguishers shall be close at hand.
- B. Compressed Gas Cylinders shall be handled with care at all times. They shall be properly secured in racks in upright position at all times. They shall not be stored near gas, oil, or other flammable liquids, and separators are recommended between oxygen and acetylene when in storage or in use. If cylinders must be handled by hoisting equipment, they shall be carried in a cradle or similar device, and extreme care shall be taken so they are not dropped. Slings shall not be used.
- C. Flammable Liquids - All volatile and flammable liquids must be stored in and dispensed from approved containers which are clearly identified as to contents.
- D. Explosives - No explosives may be used on the premises without the permission of the plant engineering department. If such permission is granted, explosives shall be handled by properly licensed and experienced personnel. Explosives shall be stored in accordance with all local regulations to prevent fire or explosion.

VII. MACHINERY MECHANIZED EQUIPMENT, AND MOTOR VEHICLES

- A. All tools, machinery, and equipment used by the Contractor shall be adequate for its intended use and shall be in safe operating condition.
- B. All operators shall be experienced in the operation and use of the equipment they operate.
- C. All motor vehicles which are permitted to use roadways inside the plant must be driven by properly licensed operators at a safe rate of speed, not exceeding the maximum speed allowed in the plant. Parking restrictions and all regulations must be observed. When backing any vehicle, the operator must be sure the areas are clear.
- D. Whenever it is necessary to transport men in the body of a truck, the truck must be equipped with seats. If dump trucks are used to transport men, the bed of the truck must be properly secured so it cannot accidentally dump.

VIII. ELECTRICALLY POWERED TOOLS AND EQUIPMENT - All stationary and portable electrically powered tools and equipment used by the Contractor must be grounded before operation is permitted. Three-pronged plugs and receptacles are required by Company standards.

IX. SANITARY CONDITIONS. Unless provided by Armco, the Contractor shall be required to furnish adequate toilet facilities as required by the city, county, state, or federal codes and by the plant where the work is being performed.

- X. EXCAVATIONS** must be barricaded day and night, and marked by warning lights at night. Openings in the ground or in floors, such as manholes, valve pits, and sewers, shall be railed off or covered. Where shoring is required, it shall be in accordance with the state safety code applicable, and the standards contained in "Manual of Accident Prevention in Construction" as issued by The Associated General Contractors of America.

XI. GENERAL SAFETY PRECAUTIONS

- A.** Ladders and scaffolds and other equipment used on the job must meet the safety code of the state where the work is performed.
- B.** Nails - - All protruding nails in boards must be removed or turned down.
- C.** Material Piling and Storage - - All materials used for construction shall be safely piled. Materials that have a tendency to roll or move shall be properly secured.
- D.** Salamanders used for providing heat for the comfort of employees must be guarded in accordance with the standard established by the plant. All gas-fired salamanders shall be equipped with automatic shut-off regulators and, if located in confined areas, shall be vented to the atmosphere.
- E.** Overhead Work - When it is necessary to perform work above the heads of men or where there is a possibility of men passing under overhead work, the danger zone must be roped off and "MEN WORKING OVERHEAD" signs displayed.
- F.** Toxic Gases - Whenever it is necessary to perform work in a department, tunnel, basement, sewer or in any place where gas may be present, a carbon monoxide gas test must be taken before starting the job. The test shall be made with a CO detector and explosimeter.
- G.** Electric Lines - Crews working on or near live electrical lines must take all safety precautions possible to ensure their personal protection.

TYPICAL LIST OFSMALL TOOLSLESS THAN \$500.00 VALUE EACH

Adzes
 Allen Wrenches
 Anvils, Blacksmith
 Augers
 Axes

Ball, Headache
 Bars

Nail
 Crowbar

Bender
 Pipe
 Tubing

Binders, Load

Blocks
 Snatch
 Tackle
 Wire Rope

Boomers
 Braces, Carpenter
 Buggies, Concrete

Caulking Gun

Clamps

"C"

O/S Line up 2" to 36"

Cutter

Pipe 2" to 4"

Bolt

Metal

Cutting Rig

Oxygen

Acetylene

Dollies, Pipe

Drills, Electric 1/4" to 3/4".

Forge, Blacksmith

Grinders

Bench Electric

Air Angle

Straight

Hacksaw Frames

Hammers

Sledge

Claw

Ball Pien

Hammer

Air Chipping

Air Scaling

Hoists, Chain 1 and 2 Ton

Hoes

Mortar

Garden

Hooks, Timber

Indicator

Jacks

Hydraulic

Racket

Track

Levels

Hand

Carpenter

Mattocks

Picks

Pliers

Plumb Bobs

Post Hole Diggers

Pullers, 3/4 Ton to 6 Ton

Rake

Garden

Asphalt

Reamers, Pipe

Salamanders

Sanders, Electric

Saws

Portable Electric

Hand

X Cut

SMALL TOOLS

LESS THAN \$500.00 VALUE EACH

Scoops
Screwdrivers, Hand
Shovels, Hand
Snips, Tin
Socket Sets
Soldering Iron
Squares, Carpenter
Straight Edges
 Wood
 Steel

Tampers, Hand
Threader
 Pipe
 Bolt

Tongs
 Blacksmith
 Chain

Ice
Torches
 Blow Heating

Vibrator
 Electric
 Air
Vise
 Pipe
 Bench

Wheel Barrows
Wrench
 Impact
 Adjustable Pipe
 Crescent

Any other Standard Tools
under \$500.00 Value each.