

PITTSBURGH PLATE GLASS COMPANY
CHEMICAL DIVISION
LAKE CHARLES, LOUISIANA

CONTRACT DOCUMENTS
FOR
CONSTRUCTION CONTRACT

SODIUM CHLORATE PLANT
PROJECT P-422

P. O. 191B
APRIL 24, 1962

BB 0012490

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PITTSBURGH PLATE GLASS COMPANY

TABLE OF CONTENTS

- I. CONSTRUCTION AGREEMENT
- II. GENERAL TERMS AND CONDITIONS - EXHIBIT A
- III. DETAILED SCOPE OF WORK - EXHIBIT B
- IV. CONTRACTORS' PROCEDURES - EXHIBIT C
- V. CONSTRUCTION SPECIFICATIONS - EXHIBIT D
- VI. LIST OF DRAWINGS - EXHIBIT E

PITTSBURGH PLATE GLASS COMPANY

CONSTRUCTION AGREEMENT

THIS AGREEMENT made this 9th day of May, 1962,
by and between PITTSBURGH PLATE GLASS COMPANY of Pittsburgh, Pennsylvania,
hereinafter called the "Owner", and CORRUGATED ASBESTOS CONTRACTORS, INC.
of New Orleans, Louisiana, hereinafter called the "Contractor,"

WITNESSETH, That

WHEREAS the Owner desires the services of a construction company
to perform construction for subsequent operation of a Sodium Chlorate Plant
to be located at Owner's plant site at Lake Charles, Louisiana.

NOW THEREFORE, for the considerations hereinafter stated, the
parties hereto, intending to be legally bound, hereby covenant and agree as
follows:

ARTICLE I -
SCOPE OF WORK:

- A. Except as otherwise specified herein, the Contractor shall provide materials, labor, supervision, and necessary tools and equipment to install corrugated asbestos roofing and siding for a Sodium Chlorate Plant, all in accordance with General Terms and Conditions (Exhibit A), Detailed Scope of Work (Exhibit B), Contractors' Procedures (Exhibit C), Construction Specifications (Exhibit D), and List of Drawings (Exhibit E), attached hereto and made a part hereof. The Contractor shall perform the aforesaid construction services with respect to areas and installations within the battery limits of the Sodium Chlorate Plant as shown on Owner's Drawing No. 12A-112, identified in Exhibit E, except that the Owner will perform and coordinate

all construction services with respect to the following items, whether or not within said battery limits:

1. Openings in siding and roofing for passage of lines and line racks
2. Flashing for passage of lines and line racks
3. All painting work including materials
4. Erection of structural steel
5. Installation of all equipment and facilities required for completion of the plant not included in the Detailed Scope of Work

B. The Contractor shall, at the option of the Owner, render for compensation as provided in Article III of this Agreement construction services for additional work not included in the Scope of Work but within the Contractor's field of practice.

ARTICLE II -
TIME OF PERFORMANCE:

Contractor shall commence the work to be performed hereunder approximately 4 June 62, and shall substantially complete said work within 35 working days.

ARTICLE III -
CONTRACTOR'S COMPENSATION:

A. The Owner shall pay the Contractor for the performance of this Contract, subject to additions and deductions provided herein, in current funds

a Lump Sum price of \$26,592.00 which shall be paid as follows:

Contractor will invoice the Owner monthly, as soon after the last day of the month as possible, for value of work performed. Owner will pay the Contractor 85% of such monthly billings within thirty (30) days, with balance paid in accordance with provisions of Article IV of this Agreement.

- B. If the Owner elects to make additions to the scope of work as contemplated in Article I, paragraph B, an approved Purchase Order Change Advice signed by Owner's purchasing agent shall be issued, and the Lump Sum price shall be adjusted to take into account such additions, either by negotiations or, at Owner's option, by adding thereto amounts determined as follows:

(1) Costs of all direct labor and materials furnished by Contractor, including payroll insurance and taxes, equipment rental, expendable tools and field overhead, plus 24 % of the aggregate.

- C. Any change that Owner shall require in work performed by Contractor, not amounting to a change in the scope of work but involving an increase in excess of \$25.00 in Contractor's cost of performance (cost being determined as defined in subparagraph B(1) of this Article III shall be considered an addition to the Lump Sum price, and an approved Purchase Order Change Advice signed by the Owner's purchasing agent shall be issued providing for compensation of the Contractor as set forth in paragraph B of this Article III.

D. Any change in the Contractor's work required by the Owner, whether or not amounting to a change in the scope of work, resulting in a reduction in the cost of performance by an amount in excess of \$25.00 (performance cost being determined as stated below in this paragraph), shall provide the occasion for a reduction in the Lump Sum price, and an approved Purchase Order Change Advice signed by the Owner's purchasing agent shall be issued providing for said reduction in compensation. As used in this paragraph D, performance cost shall be deemed to mean a reasonable estimate of all costs as outlined in subparagraph 3(1) of this Article III plus 24 % of such estimated costs.

ARTICLE IV -
ACCEPTANCE AND FINAL PAYMENT:

Owner shall review the work promptly upon receipt of written notice from the Contractor that the work has been substantially completed. Ten per cent (10%) of total billing shall be due thirty (30) days after receipt of notice of substantial completion, provided the work be then fully completed and the contract fully performed. Provided, further, that Contractor shall have submitted evidence - release of liens or otherwise - satisfactory to Owner that all payrolls, material bills and other indebtedness connected with the work have been paid in full. Five per cent (5%) of total billing will be paid thirty (30) days after initial start-up of the Sodium Chlorate Plant, but not later than one hundred eighty (180) days after completion of construction as provided for herein.

PITTSBURGH PLATE GLASS COMPANY

GENERAL TERMS AND CONDITIONS

Exhibit A

Except as and to the extent otherwise expressly specified in the Agreement, the following General Terms and Conditions shall be applicable to and constitute a part of the Sodium Chlorate Plant Construction Contract.

I. CONTRACT DOCUMENTS:

The Contract Documents shall consist of

Construction Agreement

General Terms and Conditions (Exhibit A)

Detailed Scope of Work (Exhibit B)

Contractor Procedures (Exhibit C)

✓ Construction Specifications (Exhibit D)

Including such detailed drawings, bills of material, reinforcement bar schedules, and instructions, consistent with such drawings and specifications necessary for the proper execution of the work, as Owner may furnish, all of which form the Contract.

The intent of the Contract is to include all labor, material, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The Contract Documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

II. DETAILED DRAWINGS AND INSTRUCTIONS:

Owner shall furnish to Contractor, as promptly as is reasonably possible, additional instructions, by means of drawings or otherwise, consistent with the Contract Documents, as may be necessary for the proper execution of the work. Contractor shall execute the work in conformity therewith and shall do no work without proper drawings and instructions from Owner.

III. SUBCONTRACTS:

Contractor shall obtain Owner's prior written approval before entering into any subcontract hereunder not specifically referred to in Contractor's Bid. All subcontractors shall be bound by the terms and conditions of this Contract, and Contractor warrants strict compliance therewith on the part of each of his subcontractors. Nothing contained in the Contract Documents shall create any contractual relations between the Owner and any subcontractor, but Contractor shall be as fully responsible to Owner for all acts and omissions of his subcontractors, their agents and employees, as he is for the acts and omissions of persons directly employed by him.

IV. WARRANTIES:

Contractor warrants that it shall use sound construction principles and practices with respect to the work performed hereunder, and agrees to remedy, at its own expense, any injury or damage, excluding consequential damages, sustained by Owner within one (1) year after substantial completion of the Plant, as a result of the

Contractor's failure to use sound construction principles or practices as herein warranted. Presence of Owner's engineers at job site or approvals by Owner's representative shall not negate the Contractor's liability under this provision.

V. CONTRACTOR'S LIABILITY:

The Contractor, in the performance of the work under this contract, must abide by all laws of the United States, State of Louisiana, and any governmental subdivision of either, including all rules and regulations promulgated by said governmental agencies. Contractor shall be liable for the violation of any such law or regulation in the performance of work under this contract and agrees to hold harmless and indemnify Owner against any claim, penalty fine, forfeiture and demand for violation of any Federal or State laws or rules and regulations issued by any subdivision thereof including any illegal hiring practices arising in connection with any work performed under this contract and as a result of acts of commission or omission of the Contractor, his agents, servants, employees or licensees.

VI. PATENTS AND ROYALTIES:

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall indemnify and save harmless the Owner from liability or loss on account thereof, except that the Owner shall assume such liability and be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified.

VII. FORCE MAJEURE:

Any delays in or failure by the Contractor in performance shall be excused if and to the extent caused by occurrences beyond the control of the Contractor, including, but not limited to, decrees of government, restraints of government, acts of God, strikes, labor holidays, or other coercive action of employees, fire, flood, windstorms, explosions, riots, war, sabotage, inability to secure materials, tools, equipment, and by any other cause or causes, whether similar or dissimilar to those already specified, which cannot be controlled by the Contractor.

VIII. WAIVERS:

It is mutually understood and agreed that any failure by Owner at any time, or from time to time, to enforce or require the strict keeping and performance by the Contractor of any of the terms or conditions of this Contract, shall not constitute a waiver by Owner of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

IX. COST INFORMATION:

The Contractor shall furnish detailed cost information only for the purpose of adjusting the Lump Sum price when deletions or additions to the work result in a reduction or increase in the Contractor's cost of performance as set forth in Article III, paragraphs B, C and D of the Construction Agreement.

X. COOPERATION:

The Contractor shall cooperate with Owner and other contractors employed by Owner and will plan his work in consideration of the needs and schedules of other trades and crafts involved in the complete project. The Contractor will cooperate with the Owner's engineers in scheduling of special construction machinery, such as trucks, cranes, etc., to obtain the maximum utilization thereof.

XI. PLACE OF PERFORMANCE:

All work hereunder shall be performed at Owner's plant site in Lake Charles, Louisiana.

XII. PERSONNEL:

In its relationship with Contractor, Owner shall act by and through the Construction Engineer. All communications, directions and instructions hereunder from Owner shall be communicated to Contractor by such Construction Engineer, and all communications of any kind by Contractor to Owner hereunder shall be communicated to such Construction Engineer by the Contractor.

The Contractor shall keep on the work, during its progress, a competent Superintendent, an assistant Superintendent with equal authority, one of which is always present on the work, and such necessary assistants as may be requested or approved by the Owner, all of whom shall be acceptable to the Owner. The Contractor's Superintendent shall represent the Contractor, and all directions given to him or by him shall be binding upon the Contractor.

The Owner reserves the right to bar or expel from its premises any employee of the Contractor for any cause which Owner deems reasonable.

XIII. TERMINATION OF CONTRACT:

A. Termination by Owner:

1. In the event that the Contractor shall be adjudged a bankrupt, or shall make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he shall default in the performance of any covenant to be performed by him under this Contract and such default shall not be cured within fifteen (15) days following written notice thereof from Owner, the Owner may, without prejudice to any other right or remedy, terminate this Contract and may take possession of the work completed or partially completed and finish the work by whatever method he may deem expedient. In the event of such termination by the Owner, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the Contractor's Compensation shall exceed the cost to the Owner of completing the work, such excess shall be paid to the Contractor. If such completion cost to Owner shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

29. In the event that the Owner, at any time, elects not to proceed with the construction of a Sodium Chlorate Plant as proposed in this Contract, the Owner may terminate said Contract, in which event the Contractor would discontinue all further work under the Contract. In the event of such termination, the payment by the Owner to the Contractor shall consist of the aggregate of the following:

- a. That portion of the Lump Sum payable under Article III, Paragraph A of the Construction Agreement which is commensurate with that portion of the work completed and not theretofore paid for plus the withheld 15% of the sums earned by the Contractor with respect to work already completed.
- b. The cost of any additional work performed prior to the termination and not theretofore reimbursed hereunder, computed in accordance with Article III, Paragraph B of the Construction Agreement.
- c. The estimated cost to the Contractor for terminating the work which estimated cost shall be deemed to consist of 10 per cent of the balance of the Lump Sum price after payment pursuant with Paragraph A, 2, a, of this Article.

B. Termination by Contractor;

In the event that the work shall be stopped pursuant to an order of court or other public authority, for a period in excess

of ninety (90) days, through no fault of the Contractor, his agents or employees, or if the Owner shall fail to pay the Contractor any sum due under the Contract, within thirty (30) days of its maturity and presentation, the Contractor may, upon seven (7) days' written notice to the Owner, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any material or equipment and reasonable profit and, if such termination be by reason of Owner's default, reasonable damages.

XIV. OWNERSHIP OF DRAWINGS AND MODELS:

All drawings, specifications and copies thereof and all models furnished by the Owner or Contractor are the property or shall become the property of the Owner. They are not to be used on other work and are to be returned to Owner as set forth in Article XXIII of these General Terms and Conditions.

XV. ARBITRATION:

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

XVI. TAXES:

Contractor shall be responsible for and shall pay all the applicable Federal, State and local taxes affecting its work hereunder. The Contractor's Compensation specified in Article III of the Agreement shall include all taxes, if any, applicable to such work, and Owner shall not be required to pay any such taxes or to reimburse Contractor therefor.

XVII. PERMITS AND REGULATIONS:

The Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall secure and pay for all permits and licenses of a temporary nature necessary for the prosecution of the work and shall give all notices and comply with all laws, ordinances, rules and regulations relating to the conduct of the work as drawn and specified.

XVIII. PROTECTION OF WORK AND PROPERTY:

The Contract contemplates that the Contractor shall protect his work from damage or loss and shall protect the Owner's immediate and adjacent property from damage or loss arising in connection with this Contract. Except as provided in item XIX of these General Terms and Conditions, Contractor shall, without cost to Owner, make good any such damage or loss caused by the fault or negligence of the Contractor, his agents or employees.

XIX: INSURANCE:

Contractor shall indemnify and hold harmless the Owner from and against any loss, liability, claim or demand for damages for personal injury, including death and/or property damage arising out of or relating to the performance of such work except when caused by the sole negligence of the Owner, its officers, agents or employees. For the purposes of this paragraph, the activities of Contractor's agents or employees on and about Owner's premises during the life of this Contract shall be deemed to relate to the performance of the work whether or not such activities are within the scope of their agency or employment.

Contractor shall procure and maintain in full force and effect during the progress of the work insurance against risks and in amounts not less than such limits as are stipulated below. Such insurance shall be with such carriers approved by the Owner.

- (1) Workmen's Compensation in applicable statutory limits.
- (2) Contractor's Liability, including Completed Operations and Contractual endorsement (or Products Liability Insurance)

Personal liability	\$100,000/300,000
Property damage	\$ 50,000
- (3) Mobile Vehicles, Autos and Trucks

Personal liability	\$100,000/300,000
Property damage	\$ 50,000

Certificates acceptable to Owner evidencing Contractor's insurance coverage shall be presented to Owner prior to commencement of the work under this Contract.

It is expressly understood that Owner does not in any way represent that the types or the minimum limits of insurance hereinbefore specified are sufficient or adequate to protect Contractor's interests or liabilities.

The Owner shall effect and maintain fire insurance, including extended coverage, to the full insurable value thereof on those items of labor and materials connected with the work of this Contract situated on Owner's property, including materials in place or to be used as part of the permanent construction, surplus materials, shanties or protective temporary structures and miscellaneous materials or supplies incident to the work. The loss, if any, payable thereunder is to be made adjustable with and payable to Owner and distributed by Owner in accordance with the loss or damage sustained by Owner, Contractor and others. To the extent that Contractor is not covered therefor by his Contractor's liability insurance, Owner hereby waives any right of recovery which he might otherwise have against Contractor resulting from acts of Contractor, its agents or employees, which may cause loss through fire to the Owner's property.

XX. PROGRESS PAYMENTS INFORMATION:

In compliance with payments provided for in Article III of the Agreement, Contractor shall submit to the Owner a payment application and, if required by the Construction Engineer, receipts or other satisfactory evidence of payment for material and labor, including payments to the subcontractors.

XXI. ASSOCIATED GENERAL CONTRACTOR'S PARTICIPATION:

The Contractor shall subscribe to the Associated General Contractors, Lake Charles Chapter, while performing work in Owner's plant. The fee for such membership is one-quarter ($\frac{1}{4}$) of (1) per cent of the gross bids up to a maximum of \$1200 in any one year. This cost is to be borne by the Contractor.

XXII. PROGRESS REPORTS AND SCHEDULES:

Within a reasonable time after awarding of the contract, the Contractor shall prepare a progress schedule, showing dates upon which the various phases of the work are to be carried on. This schedule must be approved by Owner's Construction Engineer. The Contractor shall provide a progress report each week listing percentage completion of each phase of the work along with revised completion dates if necessary.

XXIII. PLANT PROTECTION:

Contractor will issue an identification badge to each of his own and his subcontractors' employees engaged in the work. Contractor shall furnish to the Owner's Construction Engineer and keep current an index file in duplicate showing each outstanding badge and the employee to whom it has been issued. When an employee's employment is terminated, the Contractor shall repossess the badge issued to such employee and promptly advise the Construction Engineer that such person no longer has access to the work.

Contractor shall hold in confidence and refrain from using and disclosing to others, during and after completion of the work, all confidential

information acquired by him from Owner relating to the details of the work and, upon the completion of the work, shall return to Owner all drawings and specifications, except that the Contractor may retain one complete set of said drawings and specifications until expiration of the warranty period at which time said drawings and specifications shall be promptly returned to Owner. Contractor shall not make copies of drawings without express written approval of Owner.

Contractor and all subcontractors and their respective employees shall stay within the confines of the work and shall not be permitted to visit other construction projects or plant operations. The Contractor shall not permit visitors on the job. Cameras are not permitted on Owner's plant premises. Approval must be procured from the Owner's Works Manager before any photographs may be taken within the plant property.

PITTSBURGH PLATE GLASS COMPANY

DETAILED SCOPE OF WORK

EXHIBIT B

Except as and to the extent otherwise expressly specified in the Agreement, the following Detailed Scope of Work shall be applicable to and constitute a part of the Sodium Chlorate Plant Construction Services Contract.

I. Except as otherwise specified herein, the Contractor shall provide materials, labor, supervision, and necessary tools and equipment to install building roofing and siding for a Sodium Chlorate Plant, all in accordance with the attached Specifications, List of Drawings, General Terms and Conditions, and Contractor's Procedures, including, but not limited to, the following items:

- A. Roofing and siding for the Cell Room, Process Building, Storage Area, Storage Tank Area (the foregoing are essentially one continuous structure) and the Compressor Building
- B. Roof ridge ventilators and wall louvers
- C. Flashing where specified on roofing and siding except for line and rack entries

II. The Owner shall provide materials and coordinate all construction services with respect to the following items, whether or not shown on the drawings:

- A. Structural steel
- B. Flashing at junctions of masonry building and corrugated siding

- C. Cutouts and flashing at entry cutouts for lines and racks
- D. Valley gutter with associated screens and piping as shown on
Drawing 12A-129
- E. Man doors and rolling doors
- F. Translucent panels cut to length as specified by Contractor.

PITTSBURGH PLATE GLASS COMPANY

CONTRACTOR'S PROCEDURES

EXHIBIT C

Except as and to the extent otherwise expressly specified in the Agreement, the following Contractor's Procedures shall be applicable to and constitute a part of the Sodium Chlorate Plant Construction Contract.

I. OWNER'S LABOR RELATIONS DEPARTMENT:

A. General:

The Labor Relations Department of Owner's organization has jurisdiction over Owner's guard force, first aid and safety department, as well as labor relations. In the event that any problem arises where the Labor Relations Department is affected, then the Contractor's supervisor and Owner's Construction Engineer will discuss the matter with the Labor Relations Department. Any decision rendered by the Labor Relations Department will be binding upon the Contractor's supervisor.

B. Guards:

Owner's guard force will maintain men at the construction gate. It is their duty to follow instructions given them by Owner. In the event that anything unusual arises, they will contact the Labor Relations Department for instructions in handling.

C. Entry Into Plant:

For safety and security reasons, entry to the plant will be by time clocks. Every man must punch his own time card. Anyone caught punching another man's time card will be immediately

dismissed. Contractor must inform his supervisors, and they in turn instruct their men.

All construction materials and construction labor forces will check through the construction gate.

D. Quitting Time:

At the end of the working day, the men are allowed to quit work at a designated time in order to return tools, etc. and are allowed to make their way to the construction gate. On arriving at the gate, they are allowed to punch their time clocks and enter the enclosure provided. At the quitting whistle, the enclosure gates will be opened and the men allowed to leave the plant.

E. Working Hours:

Unless the Contractor is otherwise notified by Owner, normal working hours are from 7:00 A.M. to 3:30 P.M., exclusive of a thirty (30) minute lunch period, on Mondays through Friday.

F. Tardiness and Absenteeism:

Excessive tardiness will be cause for dismissal. Any employee who is absent without proper notification or excuse for a period of one week or more will be discharged for excessive absenteeism. Repeated absenteeism will be considered cause for discharge.

G. Overtime:

No overtime will be tolerated unless authorized by Owner's Construction Engineer.

II. UNION BUSINESS MANAGERS:

The Owner's policy provides that all Business Managers will come to the construction gate and state their business to the construction guard, who will see that the proper Contractor is notified, and he or his representative will be called to the gate. The Business Manager will discuss his problem; and in the event that the problem cannot be satisfactorily resolved at the gate between the Business Manager, his Stewards and the Contractor's representative except by entry into the plant, then the guard on duty will contact the Labor Relations Department of the Owner who will discuss the problem with the Business Manager and Owner's Construction Engineer; and, if warranted, a pass will be made out for the Business Manager to enter the plant. He will be conducted to the affected area in the plant by the Contractor's representative and/or the Owner's Construction Engineer.

III. JURISDICTIONAL WORK ASSIGNMENT:

It is expected of the Contractor that he give considerable thought to the assignment of work to the various crafts. This thought should be given during the planning of the work and before the job is started. If there is any doubt in his mind as to the proper assignment of work, then he should consult the Business Managers of the crafts involved. In the event no agreement can be reached as to the proper assignment of the work, the Contractor will assign the work to whichever craft he feels is the right one, giving such assignment in writing, and proceed with the job.

The Contractor must be fully acquainted with the methods of settlement of jurisdictional disputes as outlined by the National Joint Board and must cooperate fully with the procedures as set out. It is to be strictly understood that Owner WILL NOT TOLERATE any stoppage of work due to jurisdictional disputes.

IV. CONSTRUCTION PARKING LOT:

The Owner maintains a parking lot for construction employees; therefore, every man will be required to use this parking lot, and no vehicles will be allowed to park on the public road. It is required of all construction people that due caution be taken when leaving the job and on their way to the parking lot. It is also demanded that care and safety be exercised when the men are in their automobiles and leaving the parking lot. Speeding or any other reckless acts on the part of any of the employees will be cause for discharge, if warranted, and at least a reprimand given. Repeated reprimands will be cause for dismissal.

V. ENGINEERING:

A. General:

The Owner's Engineering Department will furnish all Drawings, Bills of Material, and Specifications. This information is distributed by the Construction Engineer. Requests for additional information or clarification of existing information will be directed to the Construction Engineer.

B. Drawings:

The Contractor will be provided with three (3) copies of the Drawings by the Construction Engineer. At the completion of the work, two (2) sets of the Drawings will be returned to the Construction Engineer. One (1) set of Drawings will be retained by the Contractor until expiration of the Warranty Period as defined by the General Terms and Conditions of this Contract, at which time this set will be returned to the Owner.

Drawings are intended to show all construction details and the requirements of the finished installation but will not necessarily show the method of construction used to achieve the final result. Any questionable methods or practices of construction must be approved by the Construction Engineer before proceeding with the work.

The Contractor is expected to notify the Construction Engineer of any possible discrepancies or errors found in the Drawings as soon as possible so that corrections, if required, can be expeditiously made to avoid delay in the work.

Occasionally it may be necessary to issue revisions to the Drawings which will replace the original issue. The Contractor will inspect these revised drawings to determine the effect on completed or future work. Any change in the cost of the work caused by revisions will be adjusted in accordance with the terms specified in the Agreement of this Contract.

C. Bills of Material:

Bills of Material will be issued along with their associated drawings by the Construction Engineer in a similar manner and in the same quantity as the Drawings. Procedures outlined for the Drawings will apply to Bills of Materials.

Bills of Material are intended to show all of the materials required for the finished installation but do not indicate the requirements for tools, construction equipment; nor do they show materials required for temporary construction such as forms, scaffolding, construction bracing, temporary wiring and piping and similar items.

Bills of Material include purchasing and delivery information which necessitates re-issue as current information becomes available. Provisions will be made by Owner for providing the Contractor with current materials status.

D. Specifications:

Specifications will be issued along with their associated drawings by the Construction Engineer in a similar manner and in the same quantity as the Drawings. Procedures outlined for the Drawings will apply to the Specifications.

Specifications are often included on the Drawings themselves where practical; however, Specifications on a special form are issued where the requirements apply to the job in general or where details are too lengthy to include on the Drawings.

VI. WORK SCHEDULING:

Owner's Construction Engineer will approve the Contractor's work schedule after conferring with other Contractors retained by the Owner on the job. The Construction Engineer will inform the Contractor of other Contractors' construction schedules and all matters pertaining to material, etc. At that time the copies of the drawings and specifications will be discussed thoroughly. Such items as any hazards involved in the work, the correlation necessary with the Operations Division labor force, and any other items that affect the construction of the job will be gone over and approved by the Contractor's Superintendent and Owner's Construction Engineer. At that time the job will be turned over to the Contractor, and from here on it is his responsibility to see that his supervisors are fully informed and that the job progresses satisfactorily. Also, at this time the Contractor will be notified as to who will represent the Owner as a Field Engineer on the job. It is then the responsibility of the Contractor's Superintendent to have frequent contacts with the representative for the Owner in order that any problems may be ironed out quickly and satisfactorily.

When jobs are relatively complex or lengthy, the above-outlined procedure will be followed but on a step-by-step basis, the various phases of which are to be decided upon by mutual agreement between the Owner's Construction Engineer and the Contractor's Superintendent.

VII. PURCHASING AND STOREROOM:

A. General:

The Owner operates a separate storeroom for construction materials. This storeroom, operated by Owner's personnel, is under the direct supervision of Owner's Construction Engineer.

The Owner will purchase, store and issue all construction material except material provided by the Contractor. The material is owned and controlled by Owner until it is issued to the Contractor for his use. The unloading, storing, and issuing of the material will be done by Owner's personnel. If the Construction Engineer feels that the Contractor is better able to unload or move any material, he will request him to do so, after meeting the terms of the Contract under which the Contractor is working. This request, however, does not mean the material is being issued to the Contractor but merely that he is handling the material for the Owner.

Several methods are used for storing construction materials. Small items and items subject to weather damage are normally stored in the construction storeroom building which also houses the Owner's personnel directly responsible for control of all construction materials provided by the Owner. The Owner normally sandblasts and primes all structural steel, steel vessels, and steel pipe. These items are released to the Contractor at the sandblasting area, this area being within the fenced property, unless space requirements require further handling by the Owner, in which case the material will be stored near the construction storeroom or on the job site. Bulk items which require little

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or no weather protection are stored near the construction storeroom or on the job site.

It must be clearly understood that no material furnished by the Owner will be released to the Contractor except upon receipt of a properly executed storeroom requisition.

B. Issuance of Construction Materials:

Authorization to write storeroom requisitions for materials listed on Bills of Material will be issued to certain people on the Contractor's payroll, and it is the Contractor's responsibility to request issuance of material as it is required. After the material has been issued to the Contractor, it is his duty to see that it is properly taken care of, transferred to the job site, and handled in such a manner as to insure job efficiency and safety. All material issued must be on a storeroom requisition with the proper charges noted.

C. Use of Owner's Plant Storeroom:

Occasionally it will be found that miscellaneous items have been omitted from the Bills of Material by error, oversight, or become necessary because of minor field changes. When this situation occurs, the Owner will request that the Contractor obtain these materials from the plant storeroom, if available, in order to expedite the work. A storeroom requisition will be required as for materials obtained from the construction storeroom except in this case the countersignature of the Owner's Field Engineer is necessary to validate the requisition.

VIII. OWNER'S MAINTENANCE AND OPERATING DEPARTMENTS:

In order for the Contractor's Superintendent and his supervisory force to properly perform their duties, it will be necessary for them to understand the manner in which contacts are made between the Contractor and the Operating and Maintenance Departments of the Owner. The Owner's Construction Engineer will be the direct contact between the Contractor and the Operating and Maintenance Departments. When the Construction Engineer issues drawings to the Contractor, a thorough discussion will be had on the work to be performed; and where such work will require that contacts be made with the Operating and Maintenance Departments, the Construction Engineer will at the proper time contact these departments and discuss with them the work to be accomplished and what will be necessary for these departments to do in order that the Contractor may perform his work. As an example, it might mean that an Operating Department will have to schedule equipment outages, evacuation of chlorine from pipelines, etc.

When the Construction Engineer has discussed with Operations and they have agreed on the time and methods to be used on any particular job, then Operations will schedule at their weekly meetings such procedure as will be necessary. The Construction Engineer will then inform the Contractor's Superintendent who will make the necessary plans with his supervisory force in order that the work may be scheduled by them to fit in with those of Operations.

From the above, it is clear that the planning of the work must be well in advance of the actual date on which the job is to be commenced. This planning should take into account such things as tools necessary for the job, materials, the working force required and any hazards which might be encountered; it is clearly understood that the Owner's Construction Engineer is in direct contact with the supervisory force of the Contractor and with the Maintenance and Operating Departments so that any difficulties can be eliminated quickly.

IX. CONSTRUCTION SAFETY SECTION:

A. General Safety Policy:

Safety is an operating policy of Owner's Lake Charles plant on construction as well as on plant operations. It is the responsibility of every individual in a supervisory capacity to see that men under his supervision do not violate the safety policies of the Owner. All supervisors are charged with the responsibility for:

1. Planning every job to eliminate accidents
2. Maintaining safe working conditions on the job
3. Correcting unsafe performance of workmen
4. Investigation of accidents and application of remedy for prevention of recurrence.
5. Enforcement of company safety regulations.

6. Giving job safety instructions to employees with job assignments in cases where employees are not familiar with hazards or otherwise at the discretion of the supervisor
7. Getting men to report for first aid when injured on the job
8. Personal observance of company safety rules and setting the proper example for others

All Contractors' employees, regardless of position, are required to wear a safety hat and safety glasses at all times when inside the plant construction gate. They are also required to keep a respirator on their person at all times when inside the plant gate. These items will be furnished by Owner. All Contractors' employees, regardless of position, are required to wear safety equipment as prescribed in the safety manual or by the Safety Inspector or the Construction Engineer. Supervisors of Contractors' employees are required to follow the regulations set forth in the Contractor's Safety Handbook. All requirements and procedures outlined in this manual are based on standards set forth by the Associated General Contractors of America, the National Safety Council and other recognized agencies. These standards are, therefore, considered to be the best available at the present time.

Every Contractor is required to apply these standards in his work. Any supervisor or employee who is not willing to comply with the

safety policy of Owner and the regulations and standards set forth in the Contractor's Safety Handbook is not a welcome employee and will be terminated.

B. Indoctrination:

All Contractors' employees, including supervisors and workmen, will be given a lecture on safety before going to work in order to acquaint them with job hazards before entering the plant and must sign a statement that they have received safety equipment and have been instructed how to use it.

C. Enforcement:

Contractors' supervisors are required, as a part of their job, to enforce the regulations set forth in the Contractor's Safety Handbook. They are also required to correct unsafe acts and conditions which are reported to them by the Safety Department or Field Engineers.

D. Job Safety Instruction (J.S.I.):

Supervisors are responsible for giving J.S.I. with every job assignment where hazards may be unusual or workers may not be acquainted with the safe method of doing a job or at any time when, in their opinion, safety instructions are necessary.

E. Observation and Inspection:

A Safety Inspector will be provided by the Owner whose duty it will be to observe and inspect all construction jobs as frequently as conditions will permit. All unsafe acts and conditions which

he observes will be reported to Contractor's supervision as soon as possible. These violations must be corrected by said supervision. The Safety Inspector will turn in his safety observations at the end of each day. Weekly summaries will be made and forwarded to each Contractor's Superintendent. Copies will also be mailed to the home office of each Contractor. A copy of this form is attached.

Home office authorities are expected to review these reports as they come in and confer with the Job Superintendent when reports indicate violation frequencies which are out of line in comparison with the projects as a whole or with other contractors. The purpose of observations and inspections is solely for the prevention of accidents.

F. Reports of Accident Investigation:

All accidents which occur on construction will be investigated jointly by Owner's Safety Inspector and the immediate supervisor of the injured person. The purpose of this investigation is to discover the cause of the accident and apply corrective action. The findings of the investigation will be detailed by Owner's Safety Inspector on an accident report form provided by the Owner. Cooperation between the Contractor's supervision and Owner's Safety Inspector will be required to complete reports.

X. FIRST AID:

The Owner maintains a First Aid Department which is available to all construction personnel. A nominal fee is charged the Contractor for each case sent to the First Aid Station.

OBSERVATION REPORT

FOREMAN

CONTRACTOR

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XI. OWNER'S FIELD ENGINEERS:

The Owner maintains field engineers who are under the direct supervision of the Construction Engineer. The Construction Engineer is the direct contact with the Contractor's Superintendent and represents the Owner. The Contractor's Superintendent will take all problems arising on the job to the Construction Engineer. The responsibilities of the Construction Engineer and his group of Field Engineers are as follows:

- A. That the job goes in according to Drawings and Specifications
- B. That the materials to be furnished by the Owner are made available to the Contractor
- C. That the Owner receives good quality workmanship
- D. To issue all Drawings, Specifications and Bills of Material to the Contractor
- E. To keep the Contractor's supervisory force fully informed of all materials received in the warehouse
- F. To see that labor and material is properly charged where applicable
- G. To witness and approve all tests
- H. To inspect, approve and accept all Contractors' work
- I. To act as liaison between the Contractor's supervisory force and various departments in the Owner's organization in order that no holdup of work is experienced

- J. To act as a liaison between the field and Owner's Engineering Department so that field changes and other necessary information can be obtained immediately.
- K. To see that all safety rules are enforced
- L. To call to the attention of the Contractor's supervision any deviation from the policies of the Owner
- M. Discuss with the Contractor's supervisors the workmanship performed by the various individuals on the Contractor's payroll in order that quality work be performed.
- N. That the planning of work be thoroughly discussed with the Contractor's supervisor so that the Contractor's supervisor is properly informed regarding contacts with the Operating and Maintenance Departments or other contractors.
- O. The Construction Engineer will in the case of lump sum work discuss with the Contractor any extras which may come up during the work. These extras must be handled as stipulated in the Agreement of the Contract.
- P. The Owner intends that their Field Engineers have authority to carry out their responsibilities and are instructed in methods to be used when decisions must be made quickly. It is not the intent that any work or job be held up unduly by indecision.

XII. CONTRACTOR'S RESPONSIBILITIES:

- A. The Owner holds the Contractor responsible for the production and quality of work. In order to perform his duties, he has the full responsibility in giving orders to his supervisors, and they in turn to their men. The Owner's Field Engineers will cooperate with the Contractor's supervisors in order to expedite the work and will make inspections to see that the work meets with the standards and specifications of the Owner. They will not interfere or give orders to the workmen in the crafts unless it is immediately necessary to do so for safety reasons.
- B. The Owner expects the Contractor to keep his supervisory force well informed and holds them directly responsible for the production and quality of work. Any supervisor who cannot or will not perform the above function is to be relieved of his responsibilities and another supervisor chosen.
- C. The Owner expects the Contractor and all supervisory personnel to be fully acquainted with all safety rules and regulations contained in the Contractor's Safety Handbook and to see that they are obeyed. Repeated failure to observe safety rules will be just cause for dismissal of any supervisor or workman.
- D. The Contractor and his supervisors are directly responsible for the proper expediting of materials from Owner's storeroom to the job site, and no holdup of the working forces due to lack of such expediting will be tolerated. Careful planning shall be made to see that the flow of materials is regulated. The purchasing, expediting and warehousing procedures of the Owner

should be thoroughly understood by the Contractor.

- E. It is the responsibility of all supervision to see that their men are on the job ready to start work when the starting whistle blows. It is also their responsibility to see that they are on the job and working until the specified quitting time, whether it be for the lunch period or at the end of the working day.
- F. The Contractor is required to keep the Owner's Construction Engineer informed at all times of the number of men on his payroll including future planned reductions or increases in his forces.
- G. It is not the intent of Owner to choose the Contractor's supervision, but the individual supervisors chosen by the Contractor must receive approval by the Owner's Construction Engineer.
- H. The Contractor's supervisors must contact the Owner's Field Engineers if there are any questions regarding materials, drawings, field changes, etc. Immediate steps must be taken to obtain information on any problem.
- I. The Owner will hold the Contractor responsible for good housekeeping at all times. Regular scheduled housekeeping inspections will be made by the Contractor's Superintendent and the Owner's Construction Engineer.

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- J. The Contractor's employees are at all times to remain in their assigned work area and are prohibited from visiting other areas.
- K. The soliciting or selling of any merchandise or the distribution of any literature for any cause on company property is prohibited unless permission of the Owner is obtained.
- L. Gambling or intoxicating liquor in any form will not be tolerated at any time on the Owner's property.
- M. The Contractor's supervisory force must understand that the Owner's Field Engineer is responsible for tagging and shutting down equipment, and until Contractor is given a free hand by the Field Engineer, he is not to put any employee to work on jobs connected with operating equipment.

XIII. UNION STEWARDS:

The Contractor is to recognize union Stewards and allow them to perform their duties according to the union contracts. However, in no case will the Stewards working for one contractor be allowed to visit the job site of other contractors or to interfere in any way with work being performed by other contractors. It is expected that a Steward will contact his contractor regarding any subject which he feels should be corrected. After contacting his contractor, the Steward has the privilege of contacting his Business Manager regarding the subject if no action is taken.

XIV. LABOR NEGOTIATIONS:

It is the Contractor's duty to take active part in negotiations while they are in progress currently with his contract and to govern his operations in harmony with local or area employers' bargaining groups.

XV. TOOLS:

The Contractor will furnish all tools required to perform his work. A complete inventory of these items must be presented upon entry into Owner's plant. This inventory will later be used to obtain permits to remove said items from Owner's plant. Owner assumes no responsibility for these tools at any time except as and to the extent otherwise expressly specified in the Contract Documents. However, Owner will have periodic gate inspection to prevent losses by theft. These inspections will be made by Owner's guard force whenever they see fit and without any notification to Owner's Construction Engineer and/or the Contractor.

XVI. EQUIPMENT:

The Contractor will furnish all equipment required to perform his work. A complete inventory of this equipment must be presented upon entry into Owner's plant. This inventory will later be used to obtain permits to remove said equipment from Owner's plant. The Owner assumes no responsibility for Contractor's equipment at any time, except as and to the extent otherwise expressly specified in the Contract Documents.

XVII. FACILITIES PROVIDED BY OWNER:

Housing will be provided for one clerk at the Owner's construction entrance. It is expected that hiring will take place at this location or other facilities provided off the plant site by the Contractor. All employees of the Contractor must be on the Contractor's payroll with proper coverage by Workmen's Compensation and insurance before entering the Owner's fenced plant site.

The Owner will provide and maintain adequate sanitary facilities at a location adjacent to the job site.

Potable water is available within the Owner's fenced property. Water for construction and miscellaneous use is available at the West Battery Limits of the job site.

Electrical power is available at the West Battery Limits of the job site. Safety switches are provided at this point by the Owner for distributing 440 volt, 3 phase, 60 cycle power. Permission must be obtained from the Owner to utilize this power source.

PITTSBURGH PLATE GLASS COMPANY

CONSTRUCTION SPECIFICATIONS

EXHIBIT D

Except as and to the extent otherwise expressly specified in the Agreement, the following Construction Specifications shall be applicable to and constitute a part of the Sodium Chlorate Plant Construction Contract.

TABLE OF CONTENTS

I. SPECIFICATION NO. S-P422 J

STRUCTURAL SPECIFICATIONS - CORRUGATED ASBESTOS ROOFING & SIDING

TITLE STRUCTURAL SPECIFICATIONS - CORRUGATED ASBESTOS ROOFING & SIDING

I. ROOFING AND SIDING (EXCEPT TRANSLUCENT PANELS):

- A. All roofing and siding (except translucent panels) shall be of corrugated asbestos cement in 42" width with 4.2" wide corrugations and weighing 3.75 lbs. or more per square foot. All purlins are spaced to use sheets in lengths of 5' increments. The products of the following manufacturers are acceptable:

Johns Manville (Transite) - New York, New York
Phillip Carey Manufacturing Co. (Careystone) - Cincinnati, Ohio
National Gypsum Co. (Gold Bond) - Buffalo, New York
Keasbey & Mattison Co. (Century) - Ambler, Pennsylvania

- B. Supplier of roofing and siding shall also supply all corner roll, ridge roll, filler strips, etc. and all fasteners as herein after specified to give a complete job. Prior to making shipment of this material, any departure from materials or fastening system or layout indicated on the plans shall be cleared with the Owner.

- C. In the installation of the corrugated sheets the following rules shall govern:

1. In no case shall the lap be less than 6" on walls or roof. All laps must fall over supporting members and no fasteners must be closer than 1½ inches from the end of the sheet.
2. The staggered joint method is contemplated both for walls and roof and starting at lower left hand corner.
3. Fasteners are to be cadmium plated, stainless steel self-tapping-top seal screws. For the #11, or 1/4" hole size 5/16" diameter shall be drilled while holding sheet in place.
4. Black putty or mastic bead shall be used in all side and end laps of roofing and may be supplied either in gun grade or rope grade. Sheets to be dropped on rather than slid in place over this mastic.
5. Enclosure strips are required only where indicated - i.e., under 1/2 round ridge roll and over flashing at eaves above built-up roofs, and in such locations as where metal flashing is required instead of lead and cannot be formed to the corrugations.
6. Both roof and wall sheets are to be fastened with three fasteners per sheet in each of the two purlins or girts nearest the ends of the sheets in their first, fourth and seventh corrugations. At intermediate purlins or girts use two fasteners per sheet in the first and fifth corrugations.

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TITLE

STRUCTURAL SPECIFICATIONS - CORRUGATED ASBESTOS ROOFING & SIDING

- D. In the roof and wall areas shaded on the plans, Pittsburgh Plate Glass fiberglass reinforced plastic panels with 4.2 corrugations shall be used in lengths to the nearest foot as long or longer than the length indicated. Color code Skylight Green in the extra heavy series. Use batten type seal for all roof sheets.
1. Provide same fasteners as for corrugated asbestos sheets and in same number, except add one sidelap fastener between each purlin, both on walls and roof.
 2. At beginnings of continuous bands of PPG plastic panels in both walls and roofs, and also for single sheets, the corrugated asbestos adjoining shall be laid on top of the PPG plastic panels. PPG plastic panels shall not be stacked for storage in a flat position, but on end.
- E. The entire installation shall be accomplished in such a manner as to equal or exceed the manufacturer's specifications and recommendations to give a satisfaction-guaranteed job.

II. ROOF RIDGE VENTILATORS, WALL LOUVERS AND FLASHING:

As indicated on dwg. 12A-126 - Roof Plan, Continuous Gravity Ridge Ventilators in 10 Ft. Sections, equal to Swartwout heater valve units of size and number as follows, shall be provided and installed:

- Above Cell Room - 11 units (with 4 damper operators) x 10' =
110' of 24" / 20 ga. G.I.
- Above Crystallizer Area - 4 units (with 2 operators) x 10' =
40' of 24" / 20 ga. G.I.
- Above Product Storage - 3 units (with 1 operator) x 10' =
30' of 12" / 22 ga. G.I.
- Above Compressor House - 2 units (with 1 operator) x 10' =
20' of 12" / 22 ga. G.I.

Throat size given shall be clear unobstructed width of throat at narrowest point. The entrance to throat shall be venturi shaped. Ventilator width shall be in excess of twice that of the throat width. Ventilators shall be heavy reinforced construction guaranteed to withstand 100 MPH winds, and shall have continuous drip or weep slot to allow non clogging water drainage to roof. The end units only are to have end caps.

Dampers shall be of one piece fiber glass construction in sizes where available with manual operators of screw type turning on non-corrosive nylon bearings and with stainless steel shoulder rivets. Dampers are to be hook-stick operated by means of a ring on end of operating chain. Rings are to be no more than 20 feet above nearest operating platform.

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TITLE

STRUCTURAL SPECIFICATIONS - CORRUGATED ASBESTOS ROOFING & SIDING

Bird screening shall be provided on all ventilators.

"Dimetcoat" acid resisting coating shall be provided, inside and out, except on galvanized surfaces.

III. WALL LOUVERS:

Heavy duty adjustable wall louvers, equal to Airolite type 63A, 4" thick, equipped with bearings having stainless steel balls and cadmium plated steel races shall be provided in the following sizes and quantities:

29 louvers - 6 ft. wide x 3'-6" high x 4" thick.

4 louvers - 5 ft. wide x 3'-6" high x 4" thick.

6 louvers - 4 ft. wide x 3'-6" high x 4" thick.

These louvers shall be furnished with removable bird screens and wing nut operators. They shall be constructed of 16 gauge cold rolled steel treated with Bonderite and Epon baked primer and a final coat of baked enamel in color selected by P.P.O.

Four - 2" x 2" x 1/4" x 6" long steel angle clips shall be provided with each unit for attaching to grade beam or curb and to girts.

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PITTSBURGH PLATE GLASS COMPANY

LIST OF DRAWINGS

EXHIBIT E

Except as and to the extent otherwise expressly specified in the Agreement, the following List of Drawings shall be applicable to and constitute a part of the Sodium Chlorate Plant Construction Contract.

TABLE OF CONTENTS

12A-112	Battery Limits and Plot Plant for Sodium Chlorate Plant
12A-124	First Floor Plan (El. 117'-0") Rm. Finish, Door & Wdw. Sch. & Acoustical
12A-125	Upper Floors & Circulation (Plans from above Levels Indicated)
12A-126	Roof Plan & Details
12A-127	North & South Elevations & Details
12A-128	East & West Elevations & Partial Elevations
12A-129	Transverse Section & Details
12A-130	Longitudinal Sections & Details
12A-131	Sections thru Product Storage Facilities - Details
12A-132	Longitudinal Section thru Area of Masonry Construction
12A-133	Compressor House Elevations & Miscellaneous Details

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