

April 11, 1969

Keith's Air Conditioning Co.
5206 Rose
Houston, Texas 77007

Attention: Mr. E. O. Keith

Re: Our Subcontract Number 27-5175-4

Gentlemen:

Attached you will find your copy of Subcontract Number 27-5175-4 dated March 3, 1969.

This Subcontract has been duly executed by a member of our organization and is for your permanent file.

We acknowledge receipt of your firm's required Payment and Performance Bonds.

Very truly yours,

James L. Worthington
Purchasing Agent

By: Thomas C. Todd

TCT:md

Attachment

cc: Messrs: R. E. Plack (1 w/original attachment)
O. M. Bakken (2 w/attachment)
Mel Lynch (less attachment)
Drew Farmer (less attachment)

Three Copy File

EXX 001560

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5175.327 (5)Subcontract No. 27-5175-4P. O. No. 27-5175-4

THIS AGREEMENT, made this 3rd day of March, 1969
by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)

hereinafter called the "General Contractor", and Keith's Air Conditioning Company, 5206 Rose,

telephone: (713) 869-7161

(Name, Street Address and Telephone Number)

a proprietorship with principal offices at

(Give State of incorporation and whether a corporation, partnership, or proprietorship)

Houston, State of Texas 77007

hereinafter called the "Subcontractor", WITNESSETH

WHEREAS, General Contractor has entered into a contract dated _____, with

Humble Oil & Refining Company, hereinafter

(Name of Owner)

called the "Owner", for the construction of Dock Office Building No. 23

(Nature of construction under General Contract)

Baytown, Texas

(City)

(State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: detail, furnish, fabricate, deliver, unload, install, test and balance the Heating, Ventilating and Air Conditioning work including air conditioning demolition in accordance with the Specifications, dated January 15, 1969, appropriation no. 61-9341, addendum no. 1, dated 1-29-69; referenced Engineering drawings; Exhibit "A", General Specifications, dated 2-1-66; Exhibit "B", dated 1-15-69; Owner's "Safety, Plant Protection and Traffic Specifications"; and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract.

2. The price for the Sublet Work shall be a firm lump sum total of TWELVE THOUSAND THREE HUNDRED SEVENTY NINE AND NO/100 DOLLARS (\$12,379.00), which includes Texas State and Local Sales or Use Taxes, but excludes the reimbursable fee charge for the required \$12,379.00 Payment and Performance Bonds. (Invoice fee charge separately.)

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set by the General Contractor's Job Superintendent.

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived _____; Required X _____.

5. Other special provisions of this subcontract are: (a)

EQUIPMENT FURNISHED & INSTALLED BY SUBCONTRACTOR:

- (1). One trane air handling unit as per plans and specifications.
- (2). One trane condensing unit as per plans and specifications.
- (3). Refrigerant lines from air handling unit to condensing unit to be type "K" copper as per plans and specifications, insulated w/ 3/4" thick Armaflex, but underground portion to be waterproofed.
- (4). Steam piping as per plans and specifications including valves, fittings, and controls. Steam piping will be from source provided by Owner as per plans and specifications.
- (5). Flash tank as per plans and specifications.
- (6). Tear out existing duct work and equipment denoted on plans and specifications to become our property to remain same.
- (7). New duct work and exhaust fans as per plans and specifications.
- (8). Start up system.

WORK TO BE FURNISHED BY GENERAL CONTRACTOR:

- (1). Drain within 5' of equipment.
- (2). All necessary wiring.
- (3). All necessary cutting, patching, painting, and furring.
- (4). Proper access and walkway according to the City Code.

5(b) Before commencing work and before this Subcontract becomes effective, the Subcontractor shall furnish the General Contractor with his Certificate of Insurance and the required \$12,379.00 Payment and Performance Bonds.

5(c) Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

5(d) All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

—Continued on Page 4—

(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

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II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

— Continued on Page 5 —

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damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such Subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person \$300,000 per accident \$100,000 per accident
Property Damage	
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person \$300,000 per accident \$100,000 per accident
Property Damage	
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value Full Value but not less than \$200,000
e. Other:	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section 1 of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor by such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium; If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

APPROVED:

(Owner)

By:

(Title)

Date:

BROWN & ROOT, INC.

(General Contractor)

By:

(Title)

Keith's Air Conditioning Company

(Subcontractor)

By:

(Title)

EXX 001566

Appropriation 61-9341

THIS AGREEMENT, entered into this 19th day of February,
1969, by and between HUMBLE OIL & REFINING COMPANY,
hereinafter referred to as "Humble," and BROWN & ROOT, INC.

, hereinafter referred to as "Contractor," WITNESSETH:

That in consideration of the covenants and agreements set out herein and the payments provided for herein Humble and Contractor agree as follows:

1. Contractor agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by Contractor at its own cost and expense except as hereinafter provided, certain work briefly described as follows:

Perform all work in accordance with the specifications and exhibits listed below, a copy of said specifications and exhibits and of each drawing and Baytown Engineering Standard referred to therein being attached hereto and made a part hereof.

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Specifications for Dock Office Building 23 for Humble Oil & Refining Company, Baytown, Texas	January 15, 1969
Exhibit "A"	General Specifications	February 1, 1966
Exhibit "B"	Dock Office Building 23	January 15, 1969

Supplement "A" entitled "Fair and Equal Opportunity Clause," is attached and made a part hereof.

COMPLETION

Contractor agrees to begin work on or about February 21, 1969, and will make every effort to complete the Contract before May 29, 1969.

PAYMENT

2. As consideration for the satisfactory performance and completion of this Contract by Contractor, Humble agrees to pay Contractor the lump sum of FIFTY-TWO THOUSAND NINE HUNDRED AND NO/100 (\$52,900.00) DOLLARS.

EXX 001567

MEMO

Plack
TO: Bob Plack
FROM: O. M. Bakken
SUBJECT: Request for Job Number

Date 2/24/69

Please assign a job number to cover the following:

Owner: Humble Oil & Refining Co.

Work to be Performed: Construct Dock Office Building #23 at Baytown, Texas
Plant

Approximate Amount: \$ 52,900.00

Our records indicate the next number is 27 - 5175

Project Manager: Tom Hunt
Building Dept

O. M. Bakken
O. M. Bakken

Attached: Copy of Contract No. G-00-4499-G, dated
2/19/69

EXX 001568

3. Contractor shall observe all refinery safety and traffic regulations set out in the publication entitled "Safety, Plant Protection and Traffic Regulations," dated June 1, 1966, a copy of which is attached hereto and made a part hereof. The "Safety, Plant Protection and Traffic Regulations" shall apply to all subcontractors and their employees as well as to the prime contractor and its employees. Contractor shall notify its employees, its subcontractors, and the employees of its subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and Contractor shall not allow any of such persons to begin work inside Humble's Baytown Refinery until such notification has been given them.

Said "Safety, Plant Protection and Traffic Regulations" are designed as minimum requirements for Contractor and Contractor shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such specifications by Contractor nor Humble's approval of any actions or procedures of Contractor as provided therein shall relieve Contractor of its obligation always to use due care in performing work hereunder.

4. Although Contractor shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which Humble considers unsatisfactory shall be removed and replaced at Contractor's expense. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

5. It is understood and agreed that all work performed by Contractor hereunder shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor and Humble agree as follows:

A. Contractor agrees to indemnify and hold Humble harmless from all claims, actions, demands, loss and causes of action arising:

(1) From injury, including death, to its employees and those of its subcontractors, except such as may result solely from the negligence or willful acts of Humble or its employees.

(2) From (a) injuries to or deaths of persons, including employees and representatives of Humble, which result in whole or in part from the willful acts or negligence of Contractor, its employees, agents, or subcontractors, or (b) damage to property of Humble and all other persons, which results in whole or in part from the negligence or willful acts of Contractor, its employees, agents, or subcontractors, except that Contractor shall not be responsible for damage to Humble's property resulting from fire or explosion.

(3) From damage to property or injury to or death of persons which result in whole or in part from willful acts or the negligence of Contractor, its employees, agents or subcontractors, in connection with the handling and use of utilities furnished by Humble, except that Contractor shall not be responsible or liable for such damage to Humble's property resulting from fire or explosion.

B. In addition Contractor agrees to carry insurance as follows:

(1) Workmen's Compensation Insurance in compliance with the Texas Employers' Liability Act and all amendments thereto.

(2) Comprehensive General Liability Insurance (*including Contractors' Protective Liability when subcontractors are used*), covering

(a) Bodily injury liability with a limit of not less than \$ 100,000 for one person injured or killed and, subject to such limit, \$100,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$ 100,000 for each accident, and \$ 100,000 aggregate.

(3) Automobile Liability Insurance on owned, non-owned and hired automotive equipment covering

(a) Bodily injury liability with a limit of not less than \$100,000 for one person injured or killed and, subject to such limit, \$300,000 for more than one person injured or killed in any one accident, and

(b) Property damage liability with limits of not less than \$50,000 for each accident.

C. Prior to commencing work hereunder, Contractor shall produce evidence in a form satisfactory to Humble that all insurance required under this agreement is in force and carried with companies acceptable to Humble and that such insurance will not be materially altered or cancelled while the work covered hereby is in progress without a reasonable prior written notice to Humble. Upon request of Humble, Contractor shall furnish certified copies of all such insurance policies. Should Contractor at any time neglect, or refuse to provide, or should it cancel the insurance required herein, Humble shall have the right to procure same and deduct the cost thereof from the consideration to be paid Contractor hereunder.

6. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of Humble by Contractor's laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

7. Contractor agrees that if, in the opinion of Humble, Contractor should fail at any time during the performance hereof, to provide the necessary labor, supervision, tools, equipment or materials for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing this contract in the manner herein provided, Humble may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, or obtain another contractor to do so Humble shall pay Contractor for the work then completed, subject to the later provisions hereof, unless the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

8. Contractor agrees that upon the completion by it and acceptance by Humble of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considers it safe to do so, will advance at approximately fifteen (15) day intervals up to ninety per cent (90%) of the value of the work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion and acceptance of the work and compliance with the terms and provisions hereof.

9. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein.

10. In performing its obligations hereunder, Contractor shall comply with all applicable federal, state, and municipal laws, and all applicable orders, rules and regulations of constituted authority.

11. If Contractor fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of Contractor, and Humble may be required or deems it necessary to pay such taxes or charges, Contractor agrees to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which Contractor fails or refuses to pay and which Humble may be required or deems it necessary to pay. In addition, Humble, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due Contractor hereunder.

12. In connection with the work provided for hereunder, Contractor (1) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to Humble, any such material or equipment which may become defective within one (1) year from Humble's acceptance of the work except when such defects are the result of corrosion, erosion, normal wear and tear; (2) guarantees its field workmanship and agrees without cost or charge to Humble to replace or repair any defects in the work covered by this contract resulting from its field workmanship if such defects are reported to Contractor within one year from date of Humble's acceptance of the work; (3) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of Contractor set out in (1) and (2) above.

13. In the event Humble loans or furnishes tools or equipment, to Contractor in connection with its work covered hereunder, Contractor agrees:

a. To make its own determination before commencing work that such tools and equipment are adequate for the safe performance of the work by Contractor;

b. That such tools or equipment will be loaned or furnished and accepted by Contractor without warranty or representation by Humble as to their condition;

c. To return such tools or equipment to Humble at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted; and

d. To indemnify and hold Humble harmless from all claims, demands, causes of action, damages and injuries resulting from Contractor's use of said tools or equipment.

For the purpose of this paragraph 13, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities or services which Humble may loan or furnish. In addition, all of the provisions of this paragraph shall be applicable to any lighting or illumination loaned or furnished to Contractor by Humble.

14. Humble may from time to time, by written instructions or drawings issued to Contractor require additional work and services directly in connection with or incidental to the work covered by this contract; and Humble may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any work covered by this contract. In the event Humble desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in paragraph 2 above, Contractor shall submit to Humble an estimate of such increase or decrease. Should Humble desire to proceed in accordance with such estimate, Humble shall issue to Contractor a Contract Change Order describing the work to be added or deleted and the corresponding price addition or deduction therefor. If Contractor has not obtained a Contract Change Order, signed by Humble's appointed representative, no claim for additional compensation will be allowed. The provisions of this contract except as may be otherwise provided shall apply to all such additions, changes or alterations as if they were embodied in the original drawings and specifications.

15. Contractor shall procure Humble's prior written approval as to any subcontract covering any portion of the work provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. No subcontract shall bind or purport to bind Humble but shall contain a provision permitting assignment thereof by Contractor to Humble.

16. It is understood and agreed that Humble may, upon written notice to Contractor, terminate the work provided for hereunder. In the event of such termination, Contractor shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described work, and for actual costs thereafter incurred by Contractor in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for work unperformed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

BROWN & ROOT, INC.

ATTEST:

SECRETARY

By *Tom A. Hunt*
PRESIDENT
Building Dept. Manager

HUMBLE OIL & REFINING COMPANY

By *M. A. Root*
Materials Manager
JAP Baytown Refinery

ABO
ABO:a] (GFSpangler)

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally
 appeared Tom D. Hunt known to me to be the
 person whose name is subscribed to the foregoing instrument as
Building Dept. Mgr. of Brown & Root, Inc.,
 and acknowledged to me that he executed the same for the purposes and
 consideration therein expressed, in the capacity stated, and as the act
 and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 21st
 day of February, A. D., 1969.

Annelisa M. Jones
 Notary Public in and for
Harris County, Texas

(SEAL)

ANNELISA M. JONES
 Notary Public in and for Harris County, Texas
 My Commission Expires June 1, 1969

EXX 001573

HUMBLE'S ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared N.C. Foster known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 19th day of February, A.D., 1969.

Annelisa M. Jones
Notary Public in and for
Harris County, Texas

ANNELISA M. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

February 1, 1966

EXHIBIT "A"GENERAL SPECIFICATIONS

1. Contractor has inspected the site and fully understands the nature of the work, the conditions governing the work, and all other local requirements affecting the work. No additional compensation will be allowed for work that could be reasonably anticipated from visible conditions.
2. All work shall conform to generally accepted practice and shall be completed in every detail. In the event of doubt as to the meaning and intent of any portion of the Construction Agreement, Humble shall define that which is intended to apply to the work.
3. Contractor shall maintain the construction site in a neat and presentable condition.
4. Upon completion of the work provided for hereunder and before acceptance and final payment, Contractor shall restore, in a manner acceptable to Humble, all property that has been used or damaged during the prosecution of the work; remove from the jobsite all dismantled and surplus materials, debris, and temporary structures resulting from the work; load and stack all dismantled and Humble-owned surplus materials and debris at a site designated by Humble; and shall leave the jobsite in a neat and presentable condition. Contractor shall obtain instructions from the M&C Contact Man for disposal of any left-over materials, including scrap.
5. Prior to departure from jobsite, Contractor shall obtain the M&C Contact Man's concurrence that Contractor has completed satisfactorily all work required by the contract.
6. Upon receipt of material furnished by Humble, Contractor shall accept full responsibility for this material and shall provide suitable protection for this material from deterioration, disappearance and other harm.
7. In the event Humble furnishes critical path schedules or other job plans to Contractor, the Contractor's responsibility for all work covered by said schedules or plans shall be that specified in the contract.
8. Contractor shall provide its own sanitary facilities, properly secluded from observation and maintained by Contractor in a sanitary manner as approved by Humble.
9. Contractor shall provide all temporary buildings necessary for construction purposes.
10. Contractor shall not substitute alternate materials or equipment for those specified without Humble's prior written approval.
11. All costs of welder qualification shall be borne by Contractor unless otherwise specified in the contract of which this Exhibit "A" is made a part.
12. Contractor's work shall be executed so as to cause a minimum of interference with the operation of Humble's equipment.
13. No connection shall be made by Contractor to any of Humble's facilities, such as power lines, pipe lines, sewers, etc., without getting Humble's prior approval of Contractor's connection method, design and time schedule.

EXX 001575

February 1, 1966

4. Signing of this agreement constitutes a waiver by Contractor of any restrictive clauses appearing on drawings, data, or any material submitted by Contractor to Humble under this agreement; such clauses shall not be binding, nor have any effect upon Humble; Contractor hereby authorizes Humble to nullify, obliterate, or otherwise remove any such restrictive clauses.
15. Various industry and/or national codes and standards may be referred to elsewhere in this contract. The requirements contained in any such codes and standards form a part of this contract in the manner and to the extent indicated. Contractor shall obtain copies of the latest edition of such codes and standards and follow them in the execution of the job. "Latest edition" is defined as the latest published edition as of the date of the contract.
16. Contractor's name shall be placed on all motor driven vehicles and other construction equipment such as welding machines, compressors, etc., used by Contractor, unless waived by the M&C Contact Man.
17. Welding machines shall be furnished with a 12-lb. CO₂ or 20-lb. dry chemical type fire extinguisher attached directly to the machine.
18. Contractor shall work from 7:30 A.M. to 4:00 P.M., Monday through Friday, unless otherwise specified in the contract of which this is made a part, or unless otherwise approved by the M&C Contact Man.
19. The holidays—listed below shall be observed at the Baytown Plants. Contractor shall not work on these days unless otherwise specified in the contract of which this Exhibit "A" is made a part, or unless otherwise approved by the M&C Contact Man.
 - (1) New Year's Day
 - (2) Good Friday
 - (3) Memorial Day
 - (4) July Fourth
 - (5) Labor Day
 - (6) Thanksgiving Day
 - (7) Christmas Day
 - (8) The day after Thanksgiving, except when Christmas falls on Tuesday or Thursday, in which event the holiday shall be observed on the preceding Monday or the succeeding Friday, respectively.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively.

EXX 001576

Supplement "A"

Fair and Equal Opportunity Clause

Humble~~XXXX~~ is an Equal Opportunity Employer. This is a subcontract under or a contract for supplies or services required in the performance of Government contracts. It is agreed as a condition of the agreement that:

- (a) this is a subcontract subject to the rules and regulations approved by the Secretary of Labor under Executive Order 11246 as amended;
- (b) a copy of the Equal Employment Opportunity Provision of Section 202 of Executive Order 11246 is physically attached and made a part hereof. Contractor shall sign and return this provision to P. O. Box 4019, Baytown, Texas 77520, attention A. B. O'Brien;
- (c) by accepting this agreement, Contractor agrees to be bound thereby; and
- (d) Contractor's Certification of Nonsegregated Facilities is:

☐ (1) physically attached hereto.
Contractor shall sign and return this Certification to P. O. Box 4019, Baytown, Texas 77520, attention _____.

☒ (2) contained in Humble files.

G-00-4499-C

EXX 001577

Equal Employment Opportunity Provision

During the performance of this contract, the contractor (vendor) agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor acknowledges that he may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Contractor further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply the buyer with a copy of such program if so requested.

Dated _____

Humble Oil & Refining Company
Enjay Chemical Company

By M C Hoot

Title Materials Manager

BROWN & ROOT, INC.

(Contractor)

By Sam E. Hoot

Title Building Dept. Manager

**BROWN & ROOT, INC.**

Page 1 of 7

SUB-CONTRACTJob Number 27-5190.307 (5)Subcontract No. 27-5190-15P. O. No. 27-5190-15

THIS AGREEMENT, made this 23rd day of May, 19 69
 by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3)
 hereinafter called the "General Contractor", and Perlite of Houston, Incorporated, P. O. Box 8386,

6600 North Loop East, telephone: (713) 523-2571
(Name, Street Address and Telephone Number)

a Texas Corporation with principal offices at
(Give State of Incorporation and whether a corporation, partnership, or proprietorship)

Houston, State of Texas 77004

hereinafter called the "Subcontractor", WITNESSETH
 WHEREAS, General Contractor has entered into a contract dated _____, with

Humble Oil & Refining Company, hereinafter
(Name of Owner)

called the "Owner", for the construction of Lubea Control Building 811

(Nature of construction under General Contract)

Baytown, Texas
(City) (State)

in strict accordance with the General Contract, specifications, schedules, drawings, and general conditions, which are all collectively hereinafter called the "General Contract", and

WHEREAS, Subcontractor desires to perform that portion of the work as required by the General Contract, which is described below as "The Sublet Work";

NOW THEREFORE, it is agreed by and between General Contractor and Subcontractor as follows:

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: **Furnish and install all COFAR Roof Deck Work including insulating fill in accordance with Specifications, dated February 20, 1969, Appropriation 28-9216, Referenced Engineering Drawings, Revision 1, dated May 1, and 2, 1969, Exhibit "A", General Specifications, dated February 1, 1966, Exhibit "B", dated February 20, 1969, Owner's Safety, Plant Protection and Traffic Regulations, revised June 1, 1966, and the "Special and General Conditions" herein, all of which hereby become a part of this Subcontract.**

2. The price for the Sublet Work shall be a firm lump sum total of **SEVEN THOUSAND SEVEN HUNDRED THIRTEEN AND NO/100 (\$7713.00)**, which includes Texas State and Local Sales or Use Taxes.

— Continued on Page 2 —

EXX 001603

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than the schedules and/or dates set be the General Contractor's Job Superintendent

4. The performance bond provided for in the General Conditions must be delivered before any payment becomes due to Subcontractor hereunder, unless delivery at this time is waived. Immediate Delivery of Bond is: Waived X; Required _____.

5. Other special provisions of this subcontract are: (a) Subcontractor shall submit shop drawings for approval in six (6) copies by June 1, 1969.

5 (b)

Subcontractor must furnish own warehousing and miscellaneous workmen's supplies.

5 (c)

() All inquiries that the Subcontractor might have concerning this Subcontract must be made through the General Contractor's Job Superintendent and not directly to the Owner.

5 (d)

Subcontractor to contact the General Contractor's Job Superintendent to schedule and coordinate this Subcontract.

5 (e)

Two copies of the General Contractor's "Affidavit for Subcontractors" are attached. Subcontractor to execute one copy and return with his final and/or retainage invoice.

— Continued on Page 4 —

(Page 3 is a numbered but otherwise blank page for use as a continuation sheet for paragraph 5, if needed. Insert "3" if it is used; otherwise insert "4" which is the start of General Conditions.)

EXX 001604

II. GENERAL CONDITIONS

1. A copy of the General Contract has been made available and shall be at all times available for inspection and reference by Subcontractor at General Contractor's office. Upon Subcontractor's written request copies of pertinent portions needed for his daily reference will be supplied. Subcontractor represents that he has read and is familiar with the provisions of the General Contract and that he will comply with all of its provisions applicable to the Subcontract. Subcontractor further represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work. General Contractor and Subcontractor agree to be bound by the terms of the General Contract which is hereby made a part of this Subcontract with respect to the Sublet Work and also by the provisions of this Subcontract. As to the Sublet Work, the Subcontractor agrees to be bound to the General Contractor by the terms of the General Contract and to assume toward him all of the obligations and responsibilities that the General Contractor by the General Contract assumes toward the Owner, except as expressly provided herein, and General Contractor shall be bound to the Subcontractor by all of the obligations that the Owner assumes to the General Contractor under the General Contract and by all the provisions thereof affording remedies and redress to the General Contractor from the Owner, except as otherwise expressly provided herein. Subcontractor shall have an opportunity to be present and to submit evidence in any arbitration or other proceeding involving his rights, provided such is agreeable to the Owner. Subcontractor shall make any claim for extras, request for extensions of time and claim for damages or otherwise which are authorized by this Subcontract and give any notices provided for in the General Contract or in this Subcontract to the General Contractor in the manner provided in the General Contract for like claims, requests and notices by the General Contractor upon the Owner, except that Subcontractor agrees that any such claims, requests and notices shall be made well enough in advance to allow General Contractor to comply with the requirements of the General Contract and Subcontractor agrees to be bound by the Owner's decision thereon.

2. Subcontractor agrees to perform the Sublet Work in a careful and workmanlike manner in accordance with the best construction practices and this Subcontract, and to furnish all supervision, labor, supplies, tools, equipment, facilities, storage, and materials (except as Owner or General Contractor specifically agrees herein to furnish) and all other things and services necessary or desirable to perform the Sublet Work.

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I and to make payments, both partial and final, to Subcontractor within ten (10) days after such payments for the Sublet Work are received by Contractor from Owner under the provisions of the General Contract, except that General Contractor shall retain ten percent (10%) of the amount of each estimate on the Sublet Work until final completion of Subcontractor's work and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor therefrom and a release by Subcontractor of any further claims against General Contractor. Payment of any installment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work and all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor shall vest in General Contractor immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, or any other obligation hereunder.

4. Subcontractor agrees to commence the Sublet Work immediately when instructed and to prosecute same in coordination with the work of others and with sufficient equipment, supervision and manpower to insure completion of each part of the Sublet Work within the time of completion herein provided so as not to cause damage or delay in the work of others. Subcontractor shall perform the Sublet Work at the times and in the sequence directed by General Contractor, or Owner, from time to time; and, in the absence of such instructions from General Contractor or Owner, at the times and in the sequence reasonably necessary to avoid delay in the performance of the work required by the General Contract at whatever rate of progress General Contractor may make in performing the work. In the event Subcontractor be delayed by the Owner, General Contractor, or another contractor performing work on the project, or by the ordering of extra work, General Contractor shall owe Subcontractor only an extension of time and then only if written request therefor is made by Subcontractor within forty-eight (48) hours from the beginning of the delay.

5. If any part of Subcontractor's work depends, for proper execution or results, upon the work of any other contractor, Subcontractor shall inspect the work of the other contractor and promptly report to General Contractor any defects in such work or the performance thereof that adversely affects the proper execution and the obtaining of the desired results of the Sublet Work. Subcontractor's failure to inspect and report any such defects shall constitute an acceptance of the other contractor's work as fit and properly performed. Subcontractor shall endeavor to settle by agreement or arbitration all claims asserted by any other subcontractor, materialman, or other person arising from Subcontractor's own acts or omissions, or in any manner relating to the performance of the Sublet Work; and in the event General Contractor or Owner shall be sued on any such claim, Subcontractor shall defend such suit, and pay or satisfy any judgment rendered therein against General Contractor or Owner and pay all costs, including attorneys' fees, incurred by General Contractor or Owner.

6. Subcontractor shall, at its own expense, procure all required permits and licenses and pay all fees and charges and give all notices necessary and instant to the due and lawful prosecution of the Sublet Work. Subcontractor shall comply with the requirements of any deeds and rights-of-way easement restrictions and any permit requirement and any instructions or regulations of any local, state or federal governmental agency or authority, and with the requirements of any one having the right to control how any portion of the Sublet Work is to be performed; provided, however, that the Sublet Work shall be performed to the satisfaction of the General Contractor and Owner.

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including

damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner or General Contractor to Subcontractor which may happen at any time prior to the time that Owner accepts the Sublet Work. Subcontractor shall warrant the Sublet Work as provided in the General Contract, and if no warranty is there provided, Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects discovered within one (1) year from the time of acceptance by Owner of all the work covered by the General Contract.

8. Subcontractor agrees to indemnify and to save General Contractor and Owner harmless from and against all claims, suits (including counsel fees and other expenses of suit), whether groundless or not, judgments and awards on account of any damage to property or injury (including death) to person (including any damage or injury to the property or person of any employee of Subcontractor, General Contractor, or Owner) which may be caused or alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred in connection with, the performance of the Sublet Work; provided that Subcontractor does not hereby assume responsibility for the sole negligence of General Contractor but does assume responsibility where there is concurring negligence of General Contractor and Subcontractor.

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment or property from any cause including the negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessels are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries resulting from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from negligence of General Contractor or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work.

10. In the event after seven (7) days written notice from General Contractor to Subcontractor, pointing out generally any deficiencies either in respect to the nature of the Sublet Work or in respect to the promptness with which the Sublet Work is being performed, Subcontractor has not corrected such deficiencies to the satisfaction of the individual in charge of this job for General Contractor in the field, General Contractor shall have the right to supplement the work of Subcontractor or to take over completely the performance of the remainder of the Sublet Work either with his own forces or by contract with others. Subcontractor grants General Contractor the option to use all or any part of Subcontractor's tools, equipment, machinery, materials, and supplies then in use in performing the Sublet Work, and in the event General Contractor elects to use all or any part thereof, no rental shall be paid or given therefor and no credit accrues therefrom except insofar as the lack of any rental charge thus reduces the cost of completing the Sublet Work. Subcontractor also expressly waives any claim which he could assert in connection therewith for use of such equipment in whole or in part on other projects and any profits anticipated thereon during the period such equipment or any portion thereof are so utilized by General Contractor in accordance with this provision or any provisions of the General Contract. In the event the cost of supplementing or completing the Sublet Work is more than the amount of money Subcontractor is entitled to on the price basis provided herein, Subcontractor agrees to pay to General Contractor upon demand the amount of such excess cost, and in the event such cost of supplementing or completing the Sublet Work is less than the amount of money Subcontractor is entitled to on the price basis specified herein, General Contractor agrees to pay Subcontractor upon demand the amount of such difference between price and cost; provided that if General Contractor shall supplement or complete the work with his own forces, General Contractor may charge Subcontractor with an additional ten (10%) percent of the cost thereof. This right may be exercised from time to time as deemed proper and may be exercised even prior to the time specified for completion of the Sublet Work, and such exercise shall not be treated as a repudiation of this Subcontract or interference with the Subcontractor in the performance of the Sublet Work, and the exercise of such rights shall not be regarded as relieving Subcontractor of his duties in respect to the performance of the Sublet Work; nor shall the exercise or non-exercise of such right prejudice any other remedy the General Contractor or Owner may have, including, without limitation, those specified in the General Contract. Subcontractor agrees that the decision of the job superintendent in exercising the rights provided herein shall be final and conclusive but if Subcontractor objects and disputes the judgment of the Job Superintendent he may appeal therefrom, within said 7 day period, to an executive officer of General Contractor designated by the President of General Contractor and the written decision of that designated officer after hearing Subcontractor shall be final absent actual fraud. Subcontractor agrees to cooperate fully with General Contractor and not to complain thereafter of the manner or cost of supplementing or completing the Sublet Work.

11. The employees, representatives and agents of Owner and General Contractor shall not have the power to waive any obligations of the agreement between the parties for the performance by the Subcontractor of the Sublet Work in a careful and workmanlike manner as provided herein. No waiver by the Owner or General Contractor of any breach by the Subcontractor of this Subcontract, or of any term or condition thereof (whether such waiver be expressed or implied), shall be deemed to constitute a waiver of or consent to any subsequent breach of the same or of any other term or condition of this contract.

12. In the performance of the Sublet Work the Subcontractor is an independent contractor with the right to supervise, manage and control the performance of the details thereof, General Contractor and Owner being interested only in the results of the same and being entitled to inspect the performance of the Sublet Work by Subcontractor only to the extent necessary to assure such results.

13. Subcontractor shall not subcontract the Sublet Work or any portion thereof, nor assign any portion of the monies due or to become due under the Subcontract, without the written consent of General Contractor, and any attempt at such Subcontract or assignment without such consent shall be void. No subcontract shall relieve Subcontractor of his responsibility hereunder.

14. All written notices between the parties shall be by mail, properly stamped, addressed and delivered to the postal authorities, and any such notice shall be effective at midnight of the day during which the notice is so mailed. Such notices shall be addressed to the address shown on page one of this Subcontract, unless written notice has been given of a new address.

15. Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental agency having jurisdiction, and with all terms and conditions of applicable permits, certificates, leases, restrictions, easements or dedications, and Subcontractor shall indemnify and hold harmless General Contractor and Owner from any fine, penalty, loss, damage or expense resulting from Subcontractor's failure to comply therewith. Subcontractor shall certify that all work is performed in compliance with the provisions of the Fair Labor Standards Act.

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance as specified in the General Contract but not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statement of insurers to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon Ten (10) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

	Statutory
a. Workmen's Compensation (If marine operations are involved, endorsements shall provide maritime coverage including Voluntary-Marine Endorsement, Outer Continental Shelf and U. S. Longshoreman's & Harborworkers Act)	
b. Comprehensive Public Liability (endorsed to include contractual and completed operations coverage hereunder)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
c. Automotive (Owned or Non-Owned)	
Bodily Injury	\$100,000 per person \$300,000 per accident
Property Damage	\$100,000 per accident
d. If Marine vessels are involved: Hull Protection and Indemnity Insurance	Full Value Full Value but not less than \$200,000
e. Other:	

17. There shall be no change in the unit prices, if any, described in paragraph 2 of Section I of this Subcontract due to any variances between estimated and actual quantities of the Sublet Work, and there shall be due and owing from General Contractor to Subcontractor such sums as result from the application of the unit prices, if any, described in that paragraph to the quantities of the Sublet Work performed for which General Contractor received payment from the Owner.

18. Subcontractor shall keep the premises under his control neat and orderly at all times and shall remove all trash and debris daily and at the end of the contract.

19. Subcontractor agrees to furnish a performance bond within ten days should General Contractor so request in writing, whether before commencing the Sublet Work or at any time before completing the Sublet Work. Such bond shall be in form and with corporate sureties satisfactory to General Contractor, and in such amount as may be specified by General Contractor as adequate to cover performance of the Sublet Work and any damages that may result from the breach of this subcontract. If immediate delivery is required by the Special Provisions, Subcontractor shall pay the premium; If immediate delivery is waived by the Special Provisions, General Contractor shall pay the normal premium if the bond is required by General Contractor at a later date.

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work, and, specifically, shall conform to all safety practices and requirements of Owner or General Contractor. General Contractor's current safety regulations are attached hereto, or may be inspected at General Contractor's office.

21. The entire agreement between the parties with respect to the work required by the General Contract is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such

other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

23. General Contractor may at any time by a "Change Order" in writing signed by General Contractor's authorized representative and without notice to the sureties on any bond, change or issue additional instructions, change or issue additional specifications and plans, and change, omit or require extra or additional work to be performed by Subcontractor. In such event, General Contractor will have full authority to specify the amount and kind of work to be done, or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been set forth in this subcontract. When any change order shall authorize extra or additional work, Subcontractor shall make every effort to complete the sublet work as changed within the time originally agreed upon for completion, the time for completion not being extended unless expressly extended by General Contractor in writing. The General Contractor is authorized to make changes in the work which do not substantially increase the cost of the sublet work without the Subcontractor being entitled to any additional compensation therefor. If such change orders substantially increase or decrease the cost of the sublet work to Subcontractor, there shall be an increase or decrease in the consideration to subcontractor (1) in accordance with the unit prices specified in this subcontract agreement or, if General Contractor agrees that the unit prices are not applicable, either (2) pursuant to a lump sum proposal acceptable to General Contractor or (3) by the actual direct cost to Subcontractor of such change in the sublet work plus ten percent thereof, which costs directly related thereto will be supported by approved payrolls and paid invoices on additions to the sublet work and by agreed estimates of labor and materials deleted for decreases in the sublet work. Subcontractor further agrees that no extra work, or changes in the Sublet Work, or in the Subcontract will be recognized or paid for unless agreed to in writing and approved by General Contractor and Owner before such work is done or such changes are made.

24. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Act, or similar Act, Rules and Regulations, and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The terms and provisions of Executive Order 11246 and any Executive Order superseding same, are incorporated herein with respect to any Sublet Work subject thereto.

25. Regardless of any provision hereof or of any approval hereof the Owner is not a party to this Subcontract and the Subcontractor agrees that the Owner is under no obligation to Subcontractor.

26. The Pages of this Subcontract consist of Pages 1, 2, 4, 5, 6, 7 and the Safety Regulations.

APPROVED:

(Owner)

By: _____

(Title) _____

Date: _____

BROWN & ROOT, INC.
(General Contractor)

By: James L. Worthington
(Title) Purchasing Agent

Perlite of Houston, Inc.
(Subcontractor)

By: Pma
(Title) _____

EXX 001508



BROWN & ROOT, INC. *Engineers · Constructors*

POST OFFICE BOX 3, HOUSTON, TEXAS 77001 - CABLE ADDRESS: BROWNBILT

June 18, 1969

Humble Oil & Refining Company
P. O. Box 4019
Baytown, Texas 77520

Attention: Mr. A. B. O'Brien

Reference: Contract NO. L-00-4521-C
Lubes Control Center Bldg. 811

Gentlemen:

We propose to substitute Enjay's Nevamar Starlite ST-6-1 Laminated Floor Tile on the access floor panels in lieu of the vinyl asbestos resilient tile specified, for the additional lump sum amount of One Thousand Sixty Four and no/100 Dollars (\$1,064.00).

If this revision is to be accepted, please give us your change order adding the above sum to the Contract amount.

Very truly yours,


Tom A. Hunt, Manager
Building Department

TAK:sam

CONTRACT CHANGE ORDER NO. <u>3</u>	
CONTRACT NO. <u>L-00-4521-C</u>	DATED: <u>4/2/69</u>
ADDITION/ (DEDUCTION) \$ <u>1,064.00</u>	
Humble Oil & Refining Company:	
APPROVED: <u>M. C. Hackett</u>	
DATE: <u>6/23/69</u>	
EXCERPTS <u>Yes</u>	
PROJ. ENG: <u>E. H. Warr</u>	OWNER: _____

275190
Mel Hae
Copy

275190

EXX 001630

HUMBLE OIL & REFINING COMPANY
CONTRACT FILE 27-5175

EXX 001558

01-463-1-7