

FEE ACCEPTANCE NUMBER 1

ETHYL CORPORATION

Ethyl Tower
451 Florida Blvd.
Baton Rouge, Louisiana

Brown & Root, Inc.
P.O. Box 3
Houston, Texas 77001

Gentlemen:

Pursuant to our agreement of Aug. 30, 1971 we enclose Estimate No. 1304-F, dated 8-28-72, authorizing the scope of the work on our Job No. 77154, covering Equipment installation, piping, instrument installation, electrical, concrete, structural, insulation, and painting.

showing our definitive estimate of the cost therefor; and determining the contractor's fixed fee for this portion of the work as \$ 6,822. The total fee for this project shall now be fixed at \$ 6,822.

If you elect to perform this work for the indicated fee, and in accordance with the provisions of our above mentioned agreement, please indicate your acceptance by signing the acknowledgment below and returning two copies to us.

Mr. H. A. Skebo has been delegated to represent the Owner in all matters pertaining to the contract during the course of this work.

Very truly yours,

G. S. Roberts
G. S. Roberts
Chief Engineer

Acceptance

The above work is accepted for the fixed fee of \$ 6,822, subject to the provisions of our agreement of Aug. 30, 1971

Date Sept. 11, 1972

BROWN & ROOT, INC.

By E. J. Derrick
Name, Title E. J. DERRICK, SENIOR VICE PRESIDENT

00210



ETHYL CORPORATION ORIGINAL PURCHASE ORDER

HOUSTON PLANT
P. O. BOX 472
PASADENA, TEXAS 77501

THIS NUMBER MUST BE SHOWN
ON ALL PACKAGES, B/L'S AND INVOICES

No. **477520** **477520-018**

DATE: 9/13/72

Brown & Root, Inc.
P. O. Box 3
Houston, Texas 77001

SHIP
TO

Ethyl Corporation
Houston Plant
Pasadena, Texas

SHIP

For Delivery
on or Before: To Be Scheduled

05 Net 30 Days

F.O.B.

TAX CODE

Y

MFG. NO.

65000

T/M

160

ITEM NO.	U/M	OUR STOCK NO.	QUANTITY ORDERED	MATERIAL AND SPECIFICATIONS	UNIT PRICE
01				To cover the cost of labor, material and overhead to install the Ethanol Water Disposal System, Phase II, as described in your Estimate #2, dated 9/5/72, as coordinated by our Mr. H. A. Skebo, and under our agreement with Brown & Root of August 30, 1971 (Ref. Drawing ED-26010) NOTE: Before work can be started we require your certificates of insurance covering Workmen's Compensation, Public Liability & Property Damage. These certificates are to be filed with our Mr. P. J. Templet, and should bear riders stating that in the event of expiration or cancellation, Ethyl Corporation will be notified immediately.	\$5515.00

IMPORTANT! MAIL 4 COPIES OF YOUR INVOICE
TO THE ADDRESS CHECKED BELOW.

- ☐ ETHYL CORPORATION - P. O. Box 472, Pasadena, Texas 77501
- ☒ ETHYL CORPORATION - Central Finance, Ethyl Tower, Baton Rouge, La. 70801
- ☐ OTHER

PLEASE CONFIRM ACCEPTANCE OF THIS
ORDER, PRICES AND SHIPPING DATE
AND SEND SHIPPING NOTICE TO:

ETHYL CORPORATION
P. O. Box 472
Pasadena, Texas 77501

NOTICE TO SELLER **15 FEB 12 AM 8:21**

ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO
THE TERMS AND CONDITIONS HEREIN, INCLUDING THOSE
ON REVERSE SIDE.

BY *[Signature]*
MR. HOUSTON PURCHASING
BUFORD FENDLASON,

BY _____
PURCHASING AGENT

27-4060
Contract File
ENDOR

REV. 4/71



ETHYL CORPORATION

HOUSTON PLANT
P. O. BOX 472
PASADENA, TEXAS 77501

ORIGINAL PURCHASE ORDER

THIS NUMBER MUST BE SHOWN
ON ALL PACKAGES, B/L'S AND INVOICES

No. **47727-5-2740-018**

DATE: **9/21/72**

Brown & Root, Inc.
P. O. Box 3
Houston, Texas 77001

SHIP TO

Ethyl Corporation
Houston Plant
Pasadena, Texas

SHIP VIA: ---

For Delivery on or Before: **To be scheduled**

27-4060

PAY TERMS	F.O.B.	TAX CODE	MFG. NO.	T/M
☒ 05 Net 30 Days	☒ 01 Our Plant	Y	65000	160

ITEM NO.	U/M	OUR STOCK NO.	QUANTITY ORDERED	MATERIAL AND SPECIFICATIONS	UNIT PRICE
01				To cover the cost of Labor, Material, and Overhead to install driveway to east door of Aluminum Powdering and to shell road as required for access, per estimate by P.W.M. of Brown & Root of 9/19/72 NOTE: Before work can be started we require your certificates of insurance covering Workmen's Compensation, Public Liability & Property Damage. These certificates are to be filed with our Mr. P. J. Templet, and should bear riders stating that in the event of expiration or cancellation, Ethyl Corporation will be notified immediately.	\$1,900.00



IMPORTANT! MAIL 4 COPIES OF YOUR INVOICE TO THE ADDRESS CHECKED BELOW.

- ☒ ETHYL CORPORATION - P. O. Box 472, Pasadena, Texas 77501
- ☐ ETHYL CORPORATION - Central Finance, Ethyl Tower, Baton Rouge, La. 70801
- ☐ OTHER

PLEASE CONFIRM ACCEPTANCE OF THIS ORDER, PRICES AND SHIPPING DATE AND SEND SHIPPING NOTICE TO:

ETHYL CORPORATION
P.O. Box 472
Pasadena, Texas 77501

NOTICE TO SELLER

ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREIN, INCLUDING THOSE ON REVERSE SIDE.

BY Buford Fendlason
MR. HOUSTON PURCHASING
BUFORD FENDLASON,

BY _____
PURCHASING AGENT

ETHYL CORPORATION ORIGINAL PURCHASE ORDER

THIS NUMBER MUST BE SHOWN
ON ALL PACKAGES, B/L'S AND INVOICES

No. 46754-1-12770-018

DATE: 8/9/72

HOUSTON PLANT
P. O. BOX 472
PASADENA, TEXAS 77501Brown & Root, Inc.
P. O. Box 3
Houston, Texas 77001Ethyl Corporation
Houston Plant
Pasadena, Texas

SHIP VIA:

For Delivery
on or Before:

As Directed

05

Net 30 Days

F.O.B.

TAX CODE

MFG. NO.

T/M

Y

65000

160

ITEM NO.	U/M	OUR STOCK NO.	QUANTITY ORDERED	MATERIAL AND SPECIFICATIONS	UNIT PRICE
01				To cover the cost of labor, material, and overhead to reinforce alum pond dike as described in your estimate No. 1 dated 8/4/72, as coordinated by our Mr. J. B. Rhorer, under our agreement with Brown & Root of August 30, 1971. NOTE: Before work can be started we require your certificates of insurance covering Workmen's Compensation, Public Liability & Property Damage. These certificates are to be filed with our Mr. P. J. Templet, and should bear riders stating that in the event of expiration or cancellation, Ethyl Corporation will be notified immediately. <i>Ethyl Job N-04501 Fee Estimate #1 \$16,371.00</i>	2 Advise

IMPORTANT! MAIL 4 COPIES OF YOUR INVOICE
TO THE ADDRESS CHECKED BELOW.

- ☒ ETHYL CORPORATION - P. O. Box 472, Pasadena, Texas 77501
☐ ETHYL CORPORATION - Central Finance, Ethyl Tower, Baton Rouge, La. 70801
☐ OTHER

NOTICE TO SELLER

ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO
THE TERMS AND CONDITIONS HEREIN, INCLUDING THOSE
ON REVERSE SIDE.PLEASE CONFIRM ACCEPTANCE OF THIS
ORDER, PRICES AND SHIPPING DATE
AND SEND SHIPPING NOTICE TO:ETHYL CORPORATION
P.O. Box 472
Pasadena, Texas 77501BY *[Signature]*
BUFORD FENDLASONBY _____
PURCHASING AGENT



ETHYL CORPORATION

HOUSTON PLANT
P. O. BOX 472
PASADENA, TEXAS 77501

ORIGINAL PURCHASE ORDER

THIS NUMBER MUST BE SHOWN
ON ALL PACKAGES, B/L'S AND INVOICES

No. **47085-1-12770-013**

DATE: **8/24/72**

27-4060
5/5
VENDOR

Brown & Root, Inc.
P. O. Box 3
Houston, Texas 77001

Ethyl Corporation
Houston Plant
Pasadena, Texas 77501
Attn: Mr. H. A. Skebo

SHIP VIA:

For Delivery on or Before: **To be Scheduled**

05 Net 30 Days

PAY TERMS

F.O.B.

TAX CODE

MFG. NO.

T/M

Y

65000

160

ITEM NO.	U/M	OUR STOCK NO.	QUANTITY ORDERED	MATERIAL AND SPECIFICATIONS	UNIT PRICE
1.				To cover the cost of Labor, Material and Overhead to install the Ethanol Water Disposal System as described in your Estimate #1, dated 8/8/72, as coordinated by our Mr. H. A. Skebo and under our agreement with Brown & Root of August 30, 1971 Ref: Drawings: ED-26009 & 26010 NOTE: Before work can be started we require your certificates of insurance covering Workmen's Compensation, Public Liability & Property Damage. These certificates are to be filed with our Mr. P. J. Templet, and should bear riders stating that in the event of expiration or cancellation, Ethyl Corporation will be notified immediately. <i>Ethyl Job 77632</i> Confirmation	<i>27-4060</i> Advise <i>[Signature]</i>

IMPORTANT! MAIL 4 COPIES OF YOUR INVOICE TO THE ADDRESS CHECKED BELOW.

- ☒ ETHYL CORPORATION - P. O. Box 472, Pasadena, Texas 77501
☐ ETHYL CORPORATION - Central Finance, Ethyl Tower, Baton Rouge, La. 70801
☐ OTHER

NOTICE TO SELLER

ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREIN, INCLUDING THOSE ON REVERSE SIDE.

PLEASE CONFIRM ACCEPTANCE OF THIS ORDER, PRICES AND SHIPPING DATE AND SEND SHIPPING NOTICE TO:

ETHYL CORPORATION
P.O. Box 472
Pasadena, Texas 77501

BY *Buford Fendlason*
MGR. HOUSTON PURCHASING
BUFORD FENDLASON,

BY _____
PURCHASING AGENT

ETHYL CORPORATION

Houston Plant

(Handwritten: V.R. Brown and Root)
Brown and Root, Inc.
P. O. Box 3
Houston, Texas

27-4060

2

Gentlemen:

Pursuant to our agreement of August 30, 1971, we enclose Estimate No. 1, dated 8-24-72, authorizing the scope of the work on our Project No. H-77761, covering D-908 ISOMERIZER

showing our definitive estimate of the cost therefor; and determining the contractor's fixed fee for this portion of the work as \$ 920.00. The total fee for this project shall now be fixed at \$ 920.00.

If you elect to perform this work for the indicated fee; and in accordance with the provisions of our above mentioned agreement, please indicate your acceptance by signing the acknowledgment below and returning two copies to us.

Mr. HA SKEBO has been delegated to represent the Owner in all matters pertaining to the contract during the course of this work.

Very truly yours,

(Handwritten signature: C. L. Gremillion)
C. L. Gremillion
Superintendent, General Engineering

Acceptance

The above work is accepted for the fixed fee of \$ 920.00 subject to the provisions of our agreement of August 30, 1971.

Date 21 AUG 1972

BROWN & ROOT, INC.

By SR Ranch
Name, Title
ASST DEPT. MGR.

00215

ESTIMATE SUMMARY

BROWN & ROOT, INC.

[illegible]

ESTIMATE

Houston Plant

Date 8-14-72

Problem No. 1-2289

Location HB-2 AREA HOUSTON PLANT

Project No. H-77761

Project Title D 408 ISOMERIZER

BLDG. 1727

PROCESS EQUIPMENT (1 OF 1) CODE 100 Estimated By: WES BLANK

Code	Description	Lab/Mat	Labor	Material	Total
942805	SET PROCESS EQUIPMENT		600	100	700
	* PURCHASED BY ETHYL				
	a) SET * P 413 (PO 44781)				
	FABRICATE BRACKETS AS		100	50	150
	SHOWN IN DET "B" ON				
	ED-25966-2				
	CHECK & INSTALL PUMP				
	* P-413 (PO				
	b) SET E-413 AS SHOWN		100	10	110
	ON ED-25966 *E413 (PO 44886)				
	- FABRICATE BRACKET AS				
	SHOWN IN DET "C" ON				
	ED-25966-2				
	* GRINNELL FIG 107 R HANGER (46825)				
	- RELOCATE INSE (SEE				
	INSTRUMENT ESTIMATE)				
	c) SET D-413 AS SHOWN		400	40	440
	ON ED-25965-1				
	* D-413 PO-45563				
	GUNITE SKIRT FOR FIRE PROTECTION				
	d) FILTER * S-413 (PO-44782)				

154-16-2 (Rev 1/62)

ESTIMATE

Houston Plant

Date 8-14-72

Problem No. 1-2289

Location HB-2 AREA HOUSTON PLANT

Project No. H-77761

Project Title D 408 ISOMERIZER

BLDG 1727

PIPING 1 OF 7 CODE 210 Estimated By: WES BLANK

Code	Description	Lab	Mat	Labor	Material	Total
942806	PROCESS PIPING			2400	475	2875
	SKETCH, FABRICATE &					
	INSTALL PROCESS & UTILITY					
	PIPING AS SHOWN ON					
	ED-25966-2 AND					
	EF-25964-2					
	* PURCHASED BY ETHYL (PO #)					
	ALL ITEMS WITH NO () ARE ON (4680A) (46806) (46807)					
	G) TIE IN #1 TO P-413			200	25	225
	10' ET - 3" CLASS 304					
	* 1- 1/2" VB-282 (46797)					
	* 1- 2" VB-283 (46797)					
	* 1- 3" 300# SMALL GROOVE					
	WELD NECK FLANGE					
	SCH 40 BORE [F48] (46807)					
	* 1- 3" X 1 1/2" REDELL [41]					
	* 1- 1 1/2" X 1" ECC RED [42]					
	* 1- 3" TEE [41]					
	* 1- 3" X 2" ECC RED [41]					
	* 1- 3" 90° LR ELL [41]					
	* 1- 3" 45° LR ELL [41]					
	* 1- 1/2" 300# RFWN					
	FLANGE SCH 80 BORE [					
	(CONT)					

00218

IM-16-2 (Rev 1/62)

ESTIMATE

Houston Plant

Date

8-14-72

Problem No.

1-2289

Location

HB-2 AREA HOUSTON PLANT

Project No.

H-77761

Project Title

D 408 ISOMERIZER

BLDG 1727

PIPING 20 FT

CODE 210

Estimated By:

WES BLANK

Code	Description	Lab	Mat	Labor	Material	Total
	* 3- 2" RFWN FLANGE [LC 10]					
	5 FT - 3" SCH 40 PIPE [PR 10]				10	
	1 FT - 2" SCH 40 PIPE [PR 10]				2	
	MISC BOLTS, GASKETS, ETC				13	
	b) P 413 TO FCV 413			600	125	725
	{ 75 FT 1 1/2" & 2" CLASS 4 }					
	* 5- 1/2" VB 161 (46797)					
	* 2- 3/4" VB 161 (46797)					
	* 3- 1" VB 161 (46797)					
	* 7- 1 1/2" VB 161 (46797)					
	* 1- 1 1/2" VC 37 (46794)					
	* 5- 1 1/2" TEE [12]					
	* 1- 1" TEE [12]					
	* 2- 1/2" TEE [12]					
	* 19- 1 1/2" 90° EL [12]					
	* 2- 1" 90° EL [12]					
	* 1- 1 1/2" 300# RF SCREENED					
	FLANGE					
	* 1- 1 1/2" X 2" 300# RF					
	SCREENED REMOVING FLANGE					

00219

154-16-2 (Rev 1/62)

ESTIMATE

Houston Plant

Date 8-14-72

Problem No. 1-2289

Location HB-2 AREA HOUSTON PLANT

Project No. H-77761

Project Title D 408 ISOMERIZER

BLOG 1727

PIPING 3 of 7

CODE 210

Estimated By: WES BLANK

Code	Description	Isbl	Mat	Labor	Material	Total
	* 1- 12" 300# RFWN FLANGE					
	SCH 80 BORE [F-1]					
	* 1- 1 1/2" 150# RF THREADED					
	FLANGE					
	* 3- 1 1/2" X 4" 150# RF THREADED					
	REDUCING FLANGE					
	* 1- 1" 300# RFWN FLANGE					
	SCH 80 BORE					
	* 1- 1 1/2" 300# RF THREADED					
	FLANGE					
	* 1- 2" 300# RFWN ORIFICE					
	FLANGE UNION (2 FLANGES)					
	SCH 80 BORE - 1/2" TAPS					
	* 2- 2" X 1 1/2" SCH 80 CONC					
	SWAGE BLE-TSE					
	* 1- 1" X 1 1/2" SCH 80 CONC					
	SWAGE-THREADED					
	* 1- 1" X 1/2" SCH 80 CONC					
	SWAGE-THREADED					
	* 2- 2" 90° LRELL [41]					
	* 1- 1" 3000# ELBOLLET					
	* 1- 3/4" 3000# COUPLING					
	(CONT)					

00220

HM-16-2 (Rev 1/62)

ESTIMATE

Houston Plant

Date 8-14-72

Problem No. 1-2289

Project No. H-77761

Location HB-2 AREA HOUSTON PLANT

Project Title D 408 ISOMERIZER

BLOG 1727

PIPING 4 of 7

CODE 210

Estimated By: WES BLANK

Code	Description	Lab/Mat	Labor	Material	Total
	60 FT-1 1/2" SCH 80 PIPE [P16]			60	
	10 FT-2" SCH 80 PIPE [P16]			15	
	MISC UNIONS, BOLTS, NIPPLES			50	
	GASKETS, HANGERS, ETC				
	* 1-1 1/2" 45° ELL [12]				
	c) RELIEF LINE FROM D-413		400	100	500
	TO TIE IN #6				
	35 FT-3" CLASS 4				
*	1-2" VG 19 (46802)				
*	1-PSV 413 (46123)				
*	1-3" VG 19 (46802)				
*	1-1" X 3" 3000# THREAD O-LET				
*	1-4" 150# RFWN FLANGE				
	SCH 40 BORE [F-1]				
*	3-3" DITTO [F-1]				
*	3-3" 90° LR ELL [41]				
*	2-3" 45° ELL [41]				
*	1-4" X 3" 90° LR RED				
	ELL [41]				
	CONT				

00221

BM-16-2 (Rev 1/62)

ESTIMATE

Houston Plant

Date

8-14-72

Problem No.

1-2289

Project No.

H-77761

Location

HB-2 AREA HOUSTON PLANT

Project Title

D 408 ISOMERIZER

BLDG 1727

PIPING SOFT

CODE 210

Estimated By:

WES BLANK

Code	Description	Lab/Mat	Labor	Material	Total
	40 FT - 3" SCH 40 PIPE [P 4A]			60	
	MISC BOLTS, GASKETS,			40	
	HANGERS, ETC				
	d) PROCESS LINE FROM FCV 413		400	50	450
	TO TIE IN #2 & #3				
	{ 30 FT 1 1/2" CLASS 304 }				
*	1- 1 1/2" VO-83 (46794)				
*	1- 1 1/2" VB-283 (46797)				
*	1- 1" 300# RFWN FLANGE				
	SCH 80 BORE				
*	7- 1 1/2" 300# RFWN FLANGE				
	SCH 80 BORE				
*	1- 1" X 1 1/2" LR 90° RED ELL				
	SCH 80 BUTT WELD				
*	2- 1 1/2" TEE SCH 80 BUTT				
	WELD				
*	5- 1 1/2" 90° LR ELL				
	SCH 80 BUTT WELD				
	30 FT 1 1/2" SCH 80 PIPE [P 16]			30	
	MISC BOLTS, GASKETS, HANGERS			20	
	ETC				

00222

EM-16-2 (Rev 1/62)

ESTIMATE

Houston Plant

Date 8-14-72

Problem No. 1-2289

Project No. H-77761

Location HB-2 AREA HOUSTON PLANT

Project Title D 408 ISOMERIZER

BLDG 1727

PIPING 6 OF 7

(Ord 210)

Estimated By: WES BLANK

Code	Description	Lab/Mat	Labor	Material	Total
	e) S-413 DRAW TO TIE		400	75	475
	IN # 8				
	80 FT 1" CLASS 4				
*	2- 1" VB-161 (46797)				
*	12- 1" 90° ELL [12]				
*	1- 1" TEE [12]				
*	4- 1" 3000# COUPLINGS [12]				
*	4- 1" 3000# UNIONS [U-3]				
	80 FT- 1" SCH 80 PIPE [P16]			50	
	MISC FITTINGS			25	
	f) WATER PIPING TO E-413		200	40	240
	20 FT CLASS 20-2"				
*	2- 2" VO-13 (46802)				
*	2- 2" VG-24 (46802)				
*	3- 2" TEE [2]				
*	7- 2" 90° ELL [2]				
	20 FT- 2" SCH 80 PIPE [P16]			20	
	MISC FITTINGS			20	

00223

Ecuston Plant

Project No. H-77761

Location

HB-2 AREA HOUSTON PLANT

Project Title

D 408 ISOMERIZER

BLDG 1727

Piping 7 of 7

Code 210-

Estimated By:

Wes BIANK

[illegible]

ESTIMATE
Houston Plant

Date 8-14-72

Problem No. 1-2289

Project No. H-77761

Location HB-2 AREA HOUSTON PLANT

Project Title D 408 ISOMERIZER

BLDG 1727

INSTRUMENTATION (1 OF 2) CODE 270

Estimated By: WES BLANK

Code	Description	Lab/Mat	Labor	Material	Total
942807	INSTRUMENTATION		300	75	375
	* PURCHASED BY ETHEL				
	A) LOOP 413		200	50	250
	(1) RELOCATE OLD FRC 6020TB				
	AS SHOWN ON ED-25966-2				
	(2) INSTALL FCV 413 (PO 46584)				
	(3) INSTALL ORIFICE PLATE & LANS				
	* FE-413 - ORIFICE (46807)				
	2" PIPEX 0.816" DIAMETER				
	- APPROX 20 FT 3/8" X 0.035"				
	NAIL SS TUBING				
	* 2- 1/2" VB-161 (46827)				
	B) AIR PIPING				
	MAKE TIE IN AND RUN				
	APPROX 40 FT 1/4" AIR TUBING				
	* 1- 1/4" VG-24 (46825)				
	* 1- 3/4" VG-24 (46825)				
	* 1- DAHL AIR MANIFOLD (46822)				
	MISC TUBING & FITTINGS				
	(CONT)				

ESTIMATE

Date: _____

8-14-72

Problem No.	
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1-2289

Project No.

H-77761

Occupation

HB-2 AREA HOUSTON PLANT

Project Title

D 408. ISOMERIZER

Bldg 1727

INSTRUMENTS (2 OF 2)

COIN 220

Estimated By:

Wes BLANK

00226

ESTIMATE

Date 8-14-72

Problem No. 1-2289

Project No.	H-77761
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Location HB-2 AREA

Project Title D408 ISOMERIZER

BLDG 1727

ELECTRICAL 10E1 CODE 230

Estimated By: HUGH GORDON

Code	Description	Lbs	Mat	Labor	Material	Total
942808	PURCHASE & INSTALL ELECTRICAL EQUIPMENT PER DWG. ED-25965, INCLUDING APPROXIMATELY:			900	500	1400
	*1 - SIZE 2 EXP. PROOF COMBINATION MOTOR STARTER (45055-2)					
	350' - 1" CONDUIT, RIGID, GALV.					
	1500' - #8 WIRE, THW, 600V, COPPER					
	1500' - #12 " " " "					
	1 - PUSHBUTTON, CROUSE-HINDS CAT. NO. OAC-3133					
	3 - 1" SEALS, CROUSE-HINDS CAT. NO. EYS3					
	MISC. FITTINGS, HANGERS, ETC. RELOCATE EXIST.					

00227

ESTIMATE

Royster Plant

Date 8-14-72

Problem No. 1-2289

Project No. H-77761

reaction

HB-2 AREA HOUSTON PLANT

Project Title D 408 ISOMERIZER

BLDG 1727

FOUNDATION: local CODE 240

Estimated By: WES BLANK

Code	Description	Labor	Material
942809	INSTALL FOUNDATION & PAVING.	1200	400
	INSTALL D-413 FOUNDATION		1600
	& PAVING AS SHOWN ON		
	ED-25965-2 INCLUDING		
a)	BREAK & REMOVE EXIST CONCRETE (APPROX 200 FT ²)		
b)	EXCAVATION (APPROX 13 YD ³)		
c)	FORMING		
d)	STEEL		
	#6 BAR - 350 FT		60
	#3 BAR - 160 FT		10
	ANCHOR BOLTS - 6 PER DET "B"		10
	6x6x10x10 WIRE MESH - 40 FT ²		20
	8" SCH 40 GALV. PIPE - 12 FT LONG		30
e)	CONCRETE - 13 CU YD		260
f)	BACKFILL & SITE WORK		

Date 8-19-77

Problem No.	1-2289
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Project No. H-77761

NOTATION

HB-2 AREA HOUSTON PLANT

Project Title D 408 ISOMERIZER

B.L.D.G. 1727

Platform

CODE 250

Estimated By: Wes BLANK

Code

Description -

1. Tablet

Iahcr

2025/05/20

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742810

PLATFORM E JIB CRANE

2500

700

3200

FABRICATE & INSTALL

PLATFORM AND LIFT CRANE

AS SHOWN ON ED-25970

INCLUDING:

* PURCHASED BY E. W. YL

* LONG LIEFLR. JIB CRANE (1/2 TON)

CAT # 990013 (46649)

* IMPERSONAL AND AIR-MAIL (46665)

MODEL ML-10-749 (1/2 TON)

Approx 4500# of Misc.

700

STRUCTURAL STEEL SHAPES

BOATS, MISC MAT'L

PURCHASED BY CONTRACTOR

Acuson Plant

Date: 8-14-72

Problem No. 1-2289

Project No. H-77761

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HB-2 AREA HOUSTON PLANT

Project Title D 408 / SUMERIZER

BLOG-1727

INSULATION	1 OF 1	CODE 260	Estimated By: WES BLANK
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Estimated By:

Wes BLANK

Code

Description

CODE 260

Labl Mat

Laber

98-607-100

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942811

INSULATION

—

100.

100

INSULATE FOR PERSONNEL

PROTECTION ACCORDING TO

HOT INSULATION SPECIFICATION

SP 60-3 - 1" THICK WITH

METAL COVERING ALL PIPING

FROM THE IN # 1 TO

E = 413

Approx 9 FT 3"

50

APPROX 12 FT 1 1/2".

30

Misc MAT'L

20

ESTIMATE

Acuson Plant

Problem No. 1-2289

Project No. H-77761

Location

HB-2 AREA HOUSTON PLANT

Project Title . D 408 / SUMERIZER

BL06 1727

PAINTING

1051

CODE 270

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CONTRACTUAL AGREEMENT

OWNER : ETHYL CORPORATION UNITED STATES OF AMERICA
STATE OF TEXAS
CONTRACTOR : BROWN & ROOT, INC. COUNTY OF HARRIS

* * * * *

THIS AGREEMENT, made this 30th day of AUGUST, 1971,
by and between ETHYL CORPORATION, a Virginia corporation, herein represented by
G. S. Roberts, its Chief Engineer, duly authorized, (hereinafter called "OWNER"),
and BROWN & ROOT, INC., a Texas corporation, herein represented by L. J. Derrick,
its Senior Vice-President, duly authorized, (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, OWNER, from time to time, may elect to have CONTRACTOR
perform construction work at OWNER's plant site located in Pasadena, Texas, and

WHEREAS, CONTRACTOR is willing to perform such construction work as
OWNER may designate and as CONTRACTOR agrees to perform, and

WHEREAS, OWNER and CONTRACTOR have agreed upon the terms and
conditions upon which construction work hereafter agreed upon shall be performed,

NOW, THEREFORE, OWNER and CONTRACTOR for the consideration
hereinafter contained, and upon the terms and conditions herein expressed, do bind
and obligate themselves as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents consist of this AGREEMENT, together with OWNER's General Conditions for Cost Plus Construction Contracts, Rev. 1, dated December 5, 1969; OWNER's Standard Project Accounts; all drawings and/or sketches defining the Work; all specifications for the Work; Completions Schedules; and each fully signed Fee Acceptance Transmittal Form containing OWNER's statement outlining the Scope of the Work along with OWNER's schedule, OWNER's estimate of the Cost of the Work, and the Fee due CONTRACTOR as computed by OWNER; OWNER's List of Rental Equipment, Small Tools and Consumable Supplies, Exhibit "A", Rev. 1, dated November 13, 1970; any applicable Special Conditions; current Salary and Wage Rates, Exhibit "B", dated April 4, 1971; Hourly Charge Rates for Home Office Personnel, Exhibit "C", dated April 4, 1971; for services as described in paragraph A-1(b) of Article 6 of this AGREEMENT; Rental Rates for CONTRACTOR Owned Construction Equipment, dated August 26, 1971; and any other documents whether attached or incorporated by reference in the aforementioned documents or in associated drawings, specifications, etc., which directly or indirectly affect the performance, schedule, quality or cost of the Work.

This AGREEMENT is a superior document to all other documents, and is controlling in case of conflict.

ARTICLE 2. WORK SCOPE AND TRANSMITTAL

When OWNER elects to have CONTRACTOR perform any construction work hereunder, OWNER shall prepare a statement outlining the Scope of the Work along with

a Completion Schedule, OWNER's estimate of the Cost of the Work, the Fee, as computed by OWNER, to become due CONTRACTOR for the faithful performance of the Work, and a designation of which process or process - auxiliary equipment and materials are to be provided by OWNER and which are to be provided by CONTRACTOR. OWNER shall submit this information by Transmittal Form in duplicate, together with pertinent drawings or sketches and specifications to CONTRACTOR, with a statement that all of the general provisions of this AGREEMENT are applicable to the Work offered.

Upon the acceptance of assigned work in accordance with Article 3 of this AGREEMENT, CONTRACTOR shall furnish all necessary labor, supervision, facilities, construction equipment and tools; purchase only such equipment and materials as specified by OWNER; furnish inspection and expediting services when requested; and construct and erect any facilities described in each Fee Acceptance Transmittal submitted by OWNER outlining the Scope of the Work, Completion Schedule and Fee referred to in paragraph 1 of this Article 2.

CONTRACTOR shall perform all of the Work described in OWNER's drawings and specifications in a good and workmanlike manner, to the satisfaction of OWNER. All materials required for the job and furnished by CONTRACTOR shall meet OWNER's specifications, unless an agreement to depart therefrom is approved in writing by OWNER, and CONTRACTOR shall do everything required by this AGREEMENT and the above-mentioned drawings and specifications, including all implicit and accessory work, whether or not it is expressly stated, to construct these facilities at OWNER's Houston manufacturing plant located in Pasadena, Texas.

ARTICLE 3. ACCEPTANCE BY CONTRACTOR

CONTRACTOR shall indicate acceptance, or rejection, of the Fee and Completion Schedule of the Work in accordance with OWNER's Transmittal and the applicability to the provisions of this AGREEMENT, by signing and returning one copy of the Transmittal Form to OWNER within three (3) days. In the event that CONTRACTOR rejects the terms of the Transmittal, the returned copy of the Transmittal Form shall be signed, but shall contain a statement outlining the basis for the rejection. OWNER will review the rejection basis and, if in agreement, will adjust the Fee and/or Completion Schedule.

ARTICLE 4. COMMENCEMENT OF THE WORK

- A. Upon acceptance by CONTRACTOR of any work in accordance with Article 3 of this AGREEMENT, CONTRACTOR shall immediately make the necessary arrangements, assign the required labor and supervision, initiate the procurement of authorized equipment and/or materials, etc., and shall commence and diligently continue the Work to be performed under this AGREEMENT.
- B. Should CONTRACTOR reject the terms of the Transmittal form in accordance with Article 3 of this AGREEMENT, CONTRACTOR agrees, at OWNER's option, to commence and diligently continue the Work covered by said Transmittal form, without stoppage or delay pending the settlement of the Fee or Completion Schedule questioned by CONTRACTOR.

ARTICLE 5. SCHEDULE AND TIME OF COMPLETION

The Work to be performed under this AGREEMENT, having been commenced per Article 4, above, shall be continued to completion and acceptance in accordance with the approved Completion Schedule. Said schedule will normally be submitted by OWNER to CONTRACTOR with the Fee Acceptance Transmittal Form, the specifications, and OWNER's Cost Estimate described in Article 2 and referred to in Articles 3 and 4 of this AGREEMENT. In the event OWNER elects not to furnish a Completion Schedule, CONTRACTOR shall develop such a schedule for OWNER's approval. In either case, CONTRACTOR agrees to update Completion Schedules periodically, as required under Article 30, and other pertinent articles, of OWNER's "General Conditions for Cost Plus Contracts", Rev. 1, dated December 5, 1969.

CONTRACTOR agrees to exert its best efforts at all times to schedule the Work to accommodate deviations in delivery dates of equipment and materials, and/or delays caused by delayed issue of certain construction drawings, or by revisions to construction drawings or specifications, and to otherwise minimize the effects of all such revisions on the completion date. OWNER agrees to exert its best efforts at all times to expedite the issuance of drawings and/or specifications if same are either not available at the time of the time of the Fee Acceptance Transmittal Form or must be revised for reissue, and to otherwise attempt to schedule and expedite its engineering and procurement so as to minimize deviations from the Completion Schedule.

ARTICLE 6. REIMBURSABLE COSTS

OWNER will reimburse CONTRACTOR for the following costs if properly supported by CONTRACTOR and approved by OWNER:

A. Direct Costs

1. Wages and Salaries:

- (a) Actual expenditures for wages and salaries paid to employees of CONTRACTOR engaged in the performance of the Work, including field labor, field foremen, field superintendents and necessary field office forces, but excluding employees of CONTRACTOR's Home Office. Rates of pay for field labor for which OWNER will reimburse CONTRACTOR shall be in accordance with Exhibit "B", entitled, "Current Salaries and Wage Rates", and dated April 4, 1971. From time to time, as rate changes necessitate, Exhibit "B" shall be updated. Each updated issue shall bear the appropriate revision number and date, and shall require OWNER's approval prior to being implemented. The number, and the individual rates of pay, of field foremen, field superintendents and necessary field office forces shall be subject to OWNER's prior approval.
- (b) Actual expenditures for Home Office personnel to perform such work as accounting, purchasing, preparation of payrolls, etc. Although these functions are normally performed by field office personnel, OWNER shall have the option to request that this work be done at CONTRACTOR's Home Office. Reimbursement of costs resulting from this option shall be based on the current Hourly Charging Rates for Home Office Personnel, Exhibit "C", dated April 4, 1971. These rates are to include all applicable taxes and benefits. From time to time, as rate changes necessitate, Exhibit "C" shall be updated. Each updated issue shall

bear the appropriate revision number and date and shall require OWNER's approval prior to implementation. Estimates of daily or weekly time requirements for the services shall also be prepared for OWNER's prior approval.

2. Equipment, Materials and Supplies:

Actual expenditures for equipment, materials, and supplies necessary to complete the project, which were previously authorized by OWNER in writing for purchase by CONTRACTOR. All sales, use, or other excise taxes (not including penalties, interest or other delinquency charges) on such costs shall be reimbursed by OWNER at CONTRACTOR's cost. OWNER shall enjoy all discount benefits on equipment and materials purchased by CONTRACTOR, and CONTRACTOR shall attempt to obtain the best benefits available on OWNER's behalf. OWNER agrees to accept and pay CONTRACTOR's invoices for purchased equipment and material items on a weekly basis.

3. Subcontracts:

Actual expenditures for work, services, materials, supplies and/or supervision etc. subcontracted to third parties in accordance with prior written approval(s) of OWNER.

B. Indirect Costs

1. Payroll Expenses and Insurance:

All statutory payroll taxes and insurance, vacation pay, employers contribution to Retirement and Savings plan and Hospital and Life Insurance plan,

sick pay and court duty are to be reimbursable at cost, supported by copies of pertinent payrolls and other evidence acceptable to OWNER.

2. Construction Equipment and Tool Rental:

Rental charges for CONTRACTOR's construction equipment and construction tools having an individual value in excess of \$200 (listed as rental Equipment in Exhibit "A", Rev. 1, dated November 13, 1970) shall be reimbursed at Eighty Percent (80%) of the rates and in accordance with the terms provided in the current manual of the Associated Equipment Dealers. Rental charges for CONTRACTOR's non - A.E.D. construction equipment and tools having individual values in excess of \$200 shall be at rates submitted by CONTRACTOR, Exhibit "E" attached, and approved by OWNER. CONTRACTOR shall submit quotations for OWNER's approval for any special equipment not included in Exhibit "D". Exhibit "D" shall be updated periodically and the rates shown on the latest revision approved by OWNER prior to assignment of any individual piece of equipment to the Work shall apply.

Equipment rented from others shall be reimbursed at invoiced cost. Acceptance of all such equipment shall be subject to OWNER's approval of price and terms of payment as well as physical condition of the equipment.

CONTRACTOR's expenditures for fuel, oil, grease, minor maintenance, and repair parts for construction equipment and tools having a unit value in excess of \$200 per tool shall be reimbursed at actual cost.

OWNER will reimburse CONTRACTOR for transportation cost in moving such equipment to and from CONTRACTOR's Home Office. However, CON-

TRACTOR will not be reimbursed for transporting equipment scheduled to be moved directly to another of CONTRACTOR's jobs. No reimbursement will be made for major repairs or major replacements. Rental costs will be reimbursed to the extent incurred during minor repairs but only if CONTRACTOR is liable to a third party lessor for rental charges. No rental costs will be reimbursed on CONTRACTOR furnished equipment during major or minor repairs.

OWNER, at its option, reserves the right to compare CONTRACTOR's rates for construction equipment and tools with quotations from local equipment and tools suppliers at any time of commitment.

3. Small Tools and Consumables:

CONTRACTOR agrees to provide the required small tools (as defined in Exhibit "A", Rev. 1, dated November 13, 1970), and shall charge OWNER for providing these tools at a rate of two percent (2.0%) of the cost of direct field labor as delineated in OWNER's Standard Project Accounts.

CONTRACTOR shall be reimbursed for the cost of consumables (as defined in Exhibit "A", Rev. 1, dated November 13, 1970) at invoiced costs.

4. Temporary Construction Facilities and Miscellaneous Items:

OWNER will reimburse CONTRACTOR for actual cost of all approved temporary buildings and storage expenses; approved temporary utility connections and other approved temporary construction. OWNER will also reimburse CONTRACTOR for field office supplies and postage, freight charges, expressage, demurrage, trucking and truck hire, telephone and telegraph expense

incurred by CONTRACTOR's field office when appropriately supported as applicable to an included project, and all other job costs and uninsured losses, (excluding losses on rental equipment), but excluding all items which are included in the CONTRACTOR's Fixed Fee.

5. Home Office Expense:

Payroll costs for special personnel in CONTRACTOR's Home Office for actual time employed in connection with the project, shall be reimbursed in accordance with paragraph A-1(b) of this Article 6. With OWNER's prior approval, certain travel expenses of CONTRACTOR's Home Office employees, as well as certain travel expenses and salaries of inspectors and expeditors (other than for costs designated "not reimbursable" in Article 7) when properly supported by CONTRACTOR to the satisfaction of OWNER.

6. Insurance:

Premiums for insurance on construction equipment (with deductibles up to One Thousand Dollars (\$1,000) per occurrence for CONTRACTOR's account) and premiums for all other insurance required by OWNER in Article 21 of the General Conditions, Rev. 1, dated December 5, 1969.

C. Emergency Expenditures

Where emergency expenditures are required for furtherance or protection of the Work and emergency conditions exist which preclude obtaining OWNER's prior approval, CONTRACTOR will advise OWNER of the circumstances and will request OWNER's approval as soon as possible following the commitment. Resulting costs are to be itemized and reported in the pertinent direct and indirect accounts.

ARTICLE 7. COSTS NOT TO BE REIMBURSED

Costs for the following items are among those not to be reimbursed and are considered to be fully compensated for by the Fixed Fee paid to CONTRACTOR: services of the corporate officers and the construction management, administrative services carried on at CONTRACTOR's Home Office, preparation of Home Office payrolls and payroll burden; Home Office overhead, general and supervisory services and expenses; employer's Home Office portion of life and hospitalization insurance, vacation pay, retirement and savings benefits, sick pay and court duty compensation for qualified Home Office personnel; profit for any material or equipment purchase or services; income taxes; or interest on money employed for the Work.

ARTICLE 8. CHANGES IN THE WORK

OWNER may from time to time, by written instructions or drawings issued to CONTRACTOR, require additions to, or deletions from the Work. The cost of all such changes is to merge into the cost of the Work and costs shall be reimbursed under the same terms as the other work being done under this AGREEMENT. OWNER's right to make these changes shall extend to major or minor changes without differentiation.

ARTICLE 9. THE CONTRACT FIXED FEE

OWNER shall pay CONTRACTOR, in addition to the reimbursable costs listed in Article 6 of this AGREEMENT, as full and complete compensation for CONTRACTOR's faithful performance of this contract, a Fixed Fee, representing CONTRACTOR's overhead and profit, determined by the sum of the following items as set forth in the statement contained in each Fee Acceptance Transmittal Form giving OWNER's estimate of the Cost of the Work (see paragraph 1 of Article 2 of this AGREEMENT):

- (1) Six percent (6%) of OWNER's estimated cost of wages and salaries, figured on a straight time basis (40 hours/week), (excluding payroll taxes and employer paid benefits) for all hours worked, as approved by OWNER, including field labor, field foremen, field superintendents and necessary field office forces, at rates established in Exhibit "B", entitled, "Current Salaries and Wage Rates".
- (2) Six percent (6%) of OWNER's estimated cost of the premium portion of wages and salaries, for overtime hours to be worked in excess of 40 hours/week up to 45 hours/week (excluding payroll taxes and employer paid benefits). No fee shall be paid on the premium portion of any wages or salaries paid for hours in excess of 45 hours/week.
- (3) Six percent (6%) of OWNER's estimated cost of equipment, materials and supplies designated by OWNER for purchase by CONTRACTOR.
- (4) Six percent (6%) of OWNER's estimated cost of approved subcontracts.
- (5) Six percent (6%) of OWNER's estimated cost of any of CONTRACTOR's Home Office personnel used for accounting, purchasing, payrolls, etc., should this option be requested by OWNER, at rates established in the rate schedule (Exhibit "C") in accordance with paragraph A-1(b) of Article 6 of this AGREEMENT.

The amount of the Fixed Fee shall remain unchanged notwithstanding the fact that the final completed cost of the Work including costs of labor, of equipment and/or materials and supplies authorized for purchase by CONTRACTOR, and of approved subcontracts, may vary from the amounts set out in OWNER's estimate(s) at the time the

Fee Acceptance Transmittal was accepted by CONTRACTOR)

The Fixed Fee is subject to plus or minus adjustment, if OWNER so agrees after reviewing a Fee Acceptance Transmittal which CONTRACTOR signed, but rejected the applicable terms, in accordance with paragraph B of Article 4 of this AGREEMENT. In such case OWNER will transmit a new Fee Acceptance Transmittal Form covering the adjustment only, with appropriate reference and statement to relate the new transmittal to the previous transmittal containing CONTRACTOR's statement which rejected the terms.

The Fixed Fee is also subject to adjustment for additions and deletions as provided in Article 8 of this AGREEMENT by an amount equal to 6 percent (6%) of the estimated net increase or decrease beyond ten percent (10%) of the OWNER'S estimated cost of the basic scope of each project or job transmitted.

ARTICLE 10. TERMS OF PAYMENT

OWNER agrees to make payments to CONTRACTOR for work performed in accordance with this AGREEMENT as follows:

A. Subject to the provisions of paragraph A-1(b) of Article 6 of this AGREEMENT, during the time CONTRACTOR is engaged in any or all of the Work for OWNER in accordance with this AGREEMENT, CONTRACTOR will submit separate bi-weekly invoices covering CONTRACTOR's expenditures, as accrued during the prior bi-weekly period, for each project or job being performed hereunder. Such invoices shall show CONTRACTOR's actual expenditures for:

1. Labor
2. Materials and supplies purchased by CONTRACTOR
3. Subcontracted work, separately itemized for each subcontract
4. Taxes based upon wages or salaries

5. Employee benefit plans
6. Applicable insurance premiums
7. Small tools at 2% of direct field labor (item 1 above ex. premium portion)
8. Rent due on CONTRACTOR owned equipment
9. Rent due on third-party construction equipment
10. Sales taxes
11. Freight
12. Other itemized indirect items

Each invoice shall also indicate the proportionate amount of the Fixed Fee determined by multiplying ninety percent (90%) of the ratio of CONTRACTOR's accrued actual expenditures for wages and salaries paid to its employees in the performance of the Work (paragraph A-1(a) of Article 6 of this AGREEMENT) during the period covered by the invoice to the total estimated labor cost as set out in OWNER's Estimate of the Cost of the Work, by the total amount of the Fixed Fee as set out in the Fee Acceptance Transmittals which CONTRACTOR has approved and which are applicable to the Work being invoiced. In no case shall the invoiced fee exceed ninety percent (90%) of the established Fixed Fee until the ten percent (10%) retainage is due.

- B. Promptly, but in no event longer than ten (10) days after receipt of each invoice, OWNER agrees to pay CONTRACTOR the amount due thereon. All invoices prepared by CONTRACTOR and submitted to OWNER for payment shall be subject to audit and review by OWNER. Each reimbursable item included in said invoices shall be separately listed and supported by suitable evidence of computation and payment. CONTRACTOR shall keep separate accurate records and books of each project or job according to OWNER's Standard Code of Accounts showing the actual cost of all reimbursable expenditures in accordance with Article 6 of this AGREEMENT. OWNER or its duly authorized

representative shall have access at all reasonable times to all books, records, correspondence, instruction, receipts, vouchers and documents of any description pertaining to the Work being performed under this AGREEMENT, for auditing purposes. CONTRACTOR shall preserve all such records for a period of one (1) year after the completion of each project or job performed under this AGREEMENT.

- C. Upon completion of the Work Scope transmitted hereunder for any defined project or job and for which all costs have been invoiced, OWNER will make arrangements and will inspect the Work for completeness and adherence to specification. Thirty (30) days after OWNER's acceptance of said Scope of Work, OWNER shall pay the remaining ten percent (10%) of the Fixed Fee due CONTRACTOR for said project or job.

ARTICLE 11. CONFIDENTIALITY AND NON-USE

- A. CONTRACTOR agrees to exercise reasonable care to the end that all information and know-how, including that embodied in existing types of plant facilities or in drawings, tracings, and/or any other documents made available or otherwise acquired in connection with the construction and/or constructing of the Work in accordance with this AGREEMENT, will be maintained by CONTRACTOR, its employees, suppliers, and subcontractors in strict confidence and will not be disclosed to any third party.
- B. In order to further protect OWNER against the unauthorized use of information and "know-how" developed or acquired from OWNER hereunder, which information and "know-how" personnel of CONTRACTOR must of necessity

acquire in order to engage in the Work authorized, CONTRACTOR agrees that it will not, except with the written consent of OWNER, design and/or construct either in whole or in part for CONTRACTOR or for others, manufacturing facilities based upon process or information supplied to CONTRACTOR by OWNER, or based upon information developed by CONTRACTOR for OWNER hereunder.

- C. The foregoing obligations of confidentiality and non-use shall not apply to information or know-how which was known to CONTRACTOR prior to disclosure by OWNER, to information or know-how which is or becomes generally available to the public through no fault of CONTRACTOR or any employee or subcontractor thereof, or to information or know-how which is acquired by CONTRACTOR from a source independent of OWNER without restriction on disclosure.
- D. All inventions and discoveries made or conceived by personnel of CONTRACTOR while engaged in the performance of Work authorized hereunder and resulting directly or indirectly from information and know-how acquired from OWNER shall be the sole and absolute property of OWNER and shall be assigned by CONTRACTOR to the OWNER.
- E. CONTRACTOR further agrees to use reasonable care in selection and assignment of personnel to perform the Work in accordance with this AGREEMENT and to take proper precautions to avoid the unauthorized dissemination of any of the information and know-how CONTRACTOR is obligated to maintain in confidence hereunder.

- F. CONTRACTOR also agrees to return within ten (10) days after any request by OWNER, any drawings, tracings and other documents made available by OWNER, including any copies or written modifications thereof made by CONTRACTOR, its personnel, or its suppliers and subcontractors. CONTRACTOR further agrees to confirm, by letter, the return of all requested information by him to OWNER. The letter shall list the specific items of information or know-how and shall state that such return is complete, including all copies received or made by him, his employees, suppliers, and subcontractors.
- G. At OWNER's option, CONTRACTOR's supervisory and technical personnel and subcontractors having access to OWNER's flow diagrams shall sign separate Confidentiality and Non-Use Agreements with CONTRACTOR and OWNER; CONTRACTOR's other supervisory and technical personnel shall sign Confidentiality and Non-Use Agreements with CONTRACTOR. OWNER reserves the right to approve all such Agreements as to form and content prior to their execution.

ARTICLE 12. OWNER'S RIGHTS RE CONSTRUCTION EQUIPMENT & TOOLS

- A. OWNER may, at its option and at no cost or charge to CONTRACTOR supply to CONTRACTOR equipment and tools required by CONTRACTOR for the performance of the Work authorized hereunder. Such equipment and tools shall be maintained by CONTRACTOR. The cost for such maintenance will be reimbursed under paragraphs B-2 and B-3 of Article 6 of this AGREEMENT as part of the Cost of Work. All equipment and tools so furnished to CONTRACTOR shall be returned to OWNER, at the Completion of the Work, in as good condition as

received, normal wear and tear excepted. Title to all equipment and tools so furnished CONTRACTOR shall at all times remain with OWNER. CONTRACTOR agrees that equipment and tools so provided will not be used for work other than that authorized hereunder.

- B. OWNER also reserves the right to solicit, or have CONTRACTOR solicit, quotations from local suppliers of construction equipment and tools at any time of need and to have such equipment used in lieu of CONTRACTOR's equipment in the performance of any portion of the Work hereunder.

ARTICLE 13. TITLE TO WORK, MATERIALS AND EQUIPMENT

All materials and equipment furnished by CONTRACTOR for incorporation in the plant shall become the property of OWNER upon delivery to the plant site. Upon completion of the Work, CONTRACTOR shall use his best efforts to dispose of all remaining surplus, with OWNER's approval, crediting the net proceeds thereof against the cost of the Work. Any surplus remaining thereafter, but purchased by or for OWNER, shall remain the property of OWNER. The title to all building and other facilities erected or purchased specifically for this job shall be vested in the OWNER.

ARTICLE 14. ERRORS AND OMISSIONS IN THE WORK

OWNER will bear the costs of errors and omissions in the Work caused by incomplete or contradictory instructions and specifications given and/or prepared by OWNER, or on which CONTRACTOR acts upon in good faith. In all cases where CONTRACTOR's Project Manager, Assistant Project Manager (if assigned), Project Engineer, or Construction Superintendent are guilty of bad faith, or personally fail to exercise

reasonable care in the execution of the Work, the correction, replacement, and other remedies necessary to correct the faulty or incomplete work shall be at CONTRACTOR's expense.

ARTICLE 15. MATERIAL AND EQUIPMENT WARRANTIES

- A. CONTRACTOR guarantees that the Work shall be performed in a skillful and workmanlike manner, free from defects and in accordance with the specifications, exhibits, drawings, and plans.
- B. CONTRACTOR does not guarantee or warrant the materials in, or workmanship of, machinery, equipment or materials manufactured by third parties and furnished or installed by CONTRACTOR in the performance of the Work, but CONTRACTOR shall obtain from all vendors and suppliers, and assign to OWNER, the best warranties and guarantees obtainable with respect thereto, and shall render reasonable assistance to OWNER when requested in order to enforce such warranties and guarantees by the third party manufacturers or suppliers.
- C. CONTRACTOR's liability for any breach of this Article 15 shall be limited to remedying, as a reimbursable cost, those defects covered in paragraph A of this Article 15 (A) which appear no later than one (1) year after acceptance of the Work, and of which defects CONTRACTOR is notified in writing by OWNER during said period.

ARTICLE 16. ENTIRETY OF AGREEMENT

This AGREEMENT shall supersede and cancel all previous agreements, whether oral or written, between the parties hereto, in connection with the subject matter of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in multiple originals the day and year first above written.

Witnessed

1. J. B. Rhee

2. B. A. Whitman

ETHYL CORPORATION

By: G. S. Roberts
G. S. Roberts, Chief Engineer

Date: 8/30/71

Witnessed

1. O. M. Bakken

2. Billy J. Harwood

BROWN & ROOT, INC.

By: L. J. Derrick
L. J. Derrick, Senior Vice-President

Date: August 26, 1971

**GENERAL CONDITIONS
FOR
Cost Plus
CONSTRUCTION CONTRACTS**



**ETHYL CORPORATION
CENTRAL ENGINEERING OFFICES
451 FLORIDA STREET
BATON ROUGE, LOUISIANA 70801**

Prepared By: R. L. Roborn

Revision "1" December 5, 1969

00252

TABLE OF CONTENTS
for
"Cost Plus" General Conditions

Article	Description	Page
1	Definitions	1
2	Execution, Correlation, and Intent of the Documents	1
3	Confidential Treatment	1
4	Drawings	2
5	Permits, Regulations and Recordings	2
6	Taxes	2
7	Scope of the Work	2
8	Commencing the Work	2
9	Work Performance	2
10	Reimbursable Costs	2
11	Non-reimbursable Costs	2
12	Fees	3
13	Changes in the Work	3
14	Claims for Extra Fees and Extra Indirect Costs	3
15	Correction of Work and Guarantee	3
16	Owner's Right to Do Work	3
17	Owner's Right to Terminate the Contract	4
18	Contractor's Right to Terminate the Contract	4
19	Terms of Payment	4
20	Payments Withheld	5
21	Insurance Requirements	5
22	Performance Bond	6
23	Force Majeure	6
24	Use of Premises, Safety, and Plant Regulations	6
25	Examination of Site	6
26	Owner's Right of Access and Occupancy	6
27	Arbitration	6
28	Assignment	7
29	Pre-Job Meeting	7
30	Schedules	7
31	Contractor's Employees	7
32	Offices, Warehouse & Shops	7
33	Materials, Tools, Equipment, Facilities, Appliances, and Workmanship	7
34	Surveys	8
35	Connections to Existing Facilities	8
36	Protection of Work and Property	8
37	Temporary Utilities	8
38	Inspection	9
39	Supervision	9
40	Removal of Equipment	9
41	Liens	9
42	Mutual Responsibility of Contractors	9
43	Subcontracts	9
44	Completion of the Work	10
45	Clean-Up	10
46	Cost Breakdown	10
47	Start-Up	10
48	Contractor's Liability	10
49	Succession of Liabilities	10
50	Independent Contractor Status and One of Trust	10
51	Contractor Records	10
52	Wages and Hours	10
53	Non-Waiver of Rights	11
54	Patents, Inventions, and Innovations	11
55	Title to Work, Materials, and Equipment	11

1. DEFINITIONS

- a. Alterations consist of additions, deletions or modifications to the contract Documents after the contract is signed.
- b. Bid Form refers to the document on which Contractor has submitted his total bid price and complete unit price schedule when required, and includes other provisions pertinent to the bid.
- c. Bid Package - a general term that refers to all the documents and other information and materials transmitted or available to the Contractor by which he determines the work and submits his bid on the job.
- d. Construction Coordinator as used herein shall refer to Owner's Construction Coordinator.
- e. Contractor as employed herein refers to the contractor having a direct contract with Owner for furnishing the supervision, labor, tools, supplies, and services, equipment, and that portion of material required by the Contractual Agreement to be furnished by Contractor for the construction of the Work.
- f. Contractual Agreement is the instrument which reduces to writing the reciprocal obligations of the parties to the contract, and will be the legal instrument upon which either party can rely for enforcement and specific performance, damages, penalties, or other remedies.
- g. Documents consist of the Contractual Agreement, these General Conditions, Specifications, Drawings, including all modifications thereto, and any other writings, photographs, maps, etc., which are referred to as being a part of the scope of the contracted obligation as well as all additional details covered in "Standards" or "Other" drawings and/or specifications incorporated by reference in any of the documents.
- h. Field Changes consist of the physical execution of Alterations by Contractor. They must be authorized by the Construction Coordinator via Field Change Order prior to commencing any field work.
- i. Field Change inquiry refers to the document used to request Contractor's price and schedule for a proposed Field Change.
- j. Field Change Order refers to the document which authorizes Contractor to proceed with a Field Change.
- k. Law of the state of the place of construction of the Work shall govern the interpretation of the Contractual Agreement between Owner and Contractor.
- l. Owner as employed herein shall be the Ethyl Corporation, or its designee.
- m. Special Conditions refer to all remaining terms and conditions necessary to complement these General Conditions and thereby fully define the Contractual Agreement between Owner and Contractor. It shall include any and all terms and conditions, whether by operation of law or conventional agreement, which are necessary to express the intent of the parties in carrying out the Contractual Agreement and shall not be limited in scope to any particular section of a Bid package bearing the heading "Special Conditions".
- n. Subcontractor as employed herein includes only those having direct contracts with Contractor to furnish supervision, labor, materials, or specialized services for a special design, or to construct a portion of the Work.
- o. The Work includes the furnishing of all supervision, labor, materials, tools, equipment, construction or any other services or facilities required to fulfill the contract in accordance with the Contractual Agreement.
- p. Written Notice is a notice, in writing, delivered in person to, or if by registered mail, received by a member of the firm, officer of the Corporation, or designated individual of the concern for whom intended, at the established business address of said firm, Corporation, or concern.

2. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

- a. The Contractual Agreement shall be a reduction to writing of the obligations contracted by the parties, and shall be signed in triplicate by Owner and Contractor. The Drawings, Specifications, and General and Special Conditions, and all other contract Documents shall be identified with the Agreement. The contract Documents are complementary and what is called for in one shall be binding as if called for by all. The intent of the Documents is to include all supervision, labor and materials, equipment and transportation deemed necessary for the proper pursuit and completion of the Work. Clarifying details may be furnished from time to time by Owner. Such shall be deemed part of the original contract Documents so far as they lie within the scope of the intent of the Contractual Agreement. Materials or work described in words, which so applied have a well known or common technical or trade meaning, shall be held to refer to such recognized meaning.
- b. Owner hereby asserts, and Contractor hereby agrees that time is of the essence in the scope, intent of the parties, construction, and performance of all obligations incurred by the parties to this Agreement.
- c. In the absence of a positive and unequivocal exception, or overriding clause of these General Conditions by any one, or all, of the associated contract Documents or the Contractual Agreement, the provisions, terms and conditions of these General Conditions herein do prevail. Owner hereby declares that he expects each and every one of these articles comprising these General Conditions to be fully adhered to and complied with unless and until Owner specifically, and in writing, agrees to and accepts a deviation therefrom.

3. CONFIDENTIAL TREATMENT

- a. Contractor agrees that all information and know-how including that embodied in all drawings and other Documents made available to Contractor by Owner in connection with the performance of this contract will be maintained by Contractor, its employees, its subcontractors and subcontractors' employees in strict confidence and will not be disclosed to others or used for any purpose other than as required for work authorized hereunder. Contractor further agrees to limit information divulged to vendors and fabricators to the absolute minimum required to purchase materials, equipment and supplies required to complete the Work. Contractor agrees to request secrecy agreements from its employees, subcontractor, subcontractor's employees, and any vendor, fabricator or other person with whom he may have contact concerning obligations under the Contractual Agreement wherever such are deemed advisable by Owner. All such drawings, specifications, and other documents referred to above are the exclusive property of Owner and are to be turned back to Owner upon completion of the Work or pertinent portion thereof or upon cancellation should Owner cancel the Work or portion thereof, prior to its completion.
- b. Contractor agrees to use reasonable care in the selection and assignment of personnel for work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and know-how which Contractor by the provisions of this Agreement is obligated to maintain in confidence.
- c. The foregoing obligations shall not apply, however, to information and know-how which was known to Contractor prior to disclosure to him by Owner, or to information and know-how which is or becomes generally available to the public.

other compensation paid for the services of the corporate officers, and the construction management and the administrative services carried on Contractor's home office; home office overhead, general and supervisory expenses; employee's home office portion of life and hospitalization insurance, vacation pay, retirement and savings benefit, sick pay and court duty compensation for qualified home office personnel; non-expendable small tools and workman's supplies up to \$200 value per unit; profit for any material, equipment, or service, or of any other nature offered by or through Contractor; or interest on money employed for the Work.

12. FEES

- a. The fee shall be as delineated in the Contractual Agreement. If other than a fixed fee, it shall be in accordance with the schedule for fee determination in the Contractual Agreement.
- b. The fee, if fixed, shall not be subject to change for minor changes and alterations in the Work, but will be subject to major change in the Work in accordance with Article 13, below.

13. CHANGES IN THE WORK

- a. Owner shall have the right to make minor changes and alterations in the Work without any change in the amount of the fee, if fixed nor will the amount of the fixed fee be adjusted or otherwise changed because of a variance between the original estimate of the scope of the Work and the reimbursable costs.
- b. Owner shall also have the right to make major changes in the scope of the Work. In the event of such changes, Owner will reimburse Contractor as follows:
 - 1. All reimbursable costs.
 - 2. A fee, as full and complete compensation for the extra work, will be determined by multiplying the estimated cost of the extra work, which has been mutually agreed to by Owner and Contractor, by the ratio of the total Contract fee to the total Contract price as delineated in the Contractual Agreement.
 - 3. If the estimated cost of extras cannot be agreed upon, then separate time and materials shall be kept for the extra work, with the above paragraph b-2 percentages applying to actual costs.
 - 4. Owner, through its Construction Coordinator, may authorize changes in the Work through Field Change Orders, or otherwise at Owner's discretion. Commencement of work on changes shall be in accordance with Article 8 of these conditions.
 - 5. The terms of payment for extra work shall be in accordance with Article 19.

14. CLAIMS FOR EXTRA FEES AND EXTRA INDIRECT COSTS

- a. If the Contractor claims that any instructions involve extra fees and/or extra indirect costs under the Contractual Agreement, Written Notice thereof must be given to Owner's Construction Coordinator prior to commencing the work involved by such instructions and written agreement by Owner must be given to Contractor. Where insufficient time makes prior Written Notice impossible by either party, verbal notice will be accepted but same must be immediately confirmed in writing. All such notices shall include estimates of the costs and fees claimed, sufficiently detailed to permit Owner's evaluation thereof. Whenever emergencies endangering life and property are involved, work is to be pursued immediately and costs and fees will be settled in accordance with Article 13(b) (3).
- △ b. Owner reserves the right to negotiate with Contractor any claim for extra fees which Owner deems unreasonable. Should agreement not be reached, Owner reserves the right to have such extra work or changes executed by others without prejudicing the contract if the Contractor has not commenced the Work.
- c. No costs incurred by Contractor for correcting errors or omissions, whether reimbursable or not, shall be applicable in the computation of extra fees.

15. CORRECTION OF WORK AND GUARANTEE

- a. Contractor shall promptly remove from the premises all materials condemned by Owner's Construction Coordinator as failing to conform to the contract, whether incorporated in the work or not. Contractor or subcontractor whose work has been condemned shall promptly replace and re-execute his own work in accordance with Articles 9 and 48 of these General Conditions and the contract.
- △ b. If Contractor does not remove condemned work and materials within the time specified in writing by Owner's Construction Coordinator, or within a reasonable time if no written time is given, Owner may remove them and may store them and do or cause to be done by others such work as may be required to restore the Work to the condition required by the contract.
- △ c. It is the intent of Owner to secure first class, permanent material and construction and to this end Contractor will be held for and must rectify all defects due to negligence of his management or salaried supervisory personnel discovered in its work within one year after completion of the Work and its acceptance in writing by Owner, unless some other period of guarantee is specified as corollary or exception to this paragraph at the time the contract documents are executed. Should any material or workmanship called for in the specifications be of such nature as to render this provision of the guarantee impossible, notice to this effect in writing for Owner's approval must be submitted.
- d. Owner will give notice of observed defects with reasonable promptness.
- e. Where equipment is purchased by Contractor with a manufacturer's guarantee greater than 12 months, Contractor shall furnish Owner with copies of all warranty information and subrogate his rights, if any, in favor of Owner after the passage of 12 months from the date of final acceptance of the Work.

16. OWNER'S RIGHT TO DO WORK

- a. If, in the opinion of Owner's Construction Coordinator, Contractor should neglect to prosecute the Work properly or fail to perform any of the provisions of this contract, Owner, after three (3) days Written Notice to Contractor, may make good such deficiencies in whole or in part without prejudice to any other remedies he might have. In case of an emergency, Owner may do the Work immediately.

Final payment will be made thirty (30) days after Owner accepts the Work, subject to the stipulations of the contract Documents and receipt of the final cost breakdown in conformance with the contract specifications (Article 46). In addition, a certificate that the job is free of any liens is required in accordance with Articles 5, 41, and 44.

20. PAYMENTS WITHHELD

- a. Owner may withhold all, or any part, of any payment due Contractor to such extent as may be necessary to protect Owner from loss resulting from any of the following:
- (1) Defective work not remedied.
 - (2) Claims filed or reasonable evidence indicating possible filing of claims.
 - (3) Failure, or indicated failure, of Contractor to meet its financial obligations properly, either to Subcontractors and/or Lessors or Suppliers or whether for material or labor or other costs.
- b. Final payment will be withheld until the requirements of Article 19(c) are complied with.

21. INSURANCE REQUIREMENTS

Contractor shall not commence any construction, repair, or maintenance work under this contract until all evidence of the insurance required by the Owner has been received and approved; nor shall Contractor allow any Subcontractor to commence work under any subcontract to this contract until all evidence that the insurance required by Subcontractor has been obtained and approved by Owner and Contractor.

- a. Insurance requirements to be furnished by Contractor are to be not less than as follows:

Workmen's Compensation	Statutory Limits
Employers' Liability	\$1M
General Liability	\$1M/\$1M/\$1M
Auto Liability	\$1M/\$1M/\$1M

(1) Workmen's Compensation

This insurance shall be placed and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be performed. The insurance must cover all employees working at, on, or away from the premises in the performance of this contract.

(2) Employers' Liability

In addition, Contractor shall carry Employers' Liability insurance with limits indicated above. Contractor will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(3) Comprehensive General Liability Insurance

This insurance shall be placed and maintained to cover Contractor against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Contractor or any Subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than indicated above to cover the injury or death of one person and not less than indicated above, to cover injury or death to all persons arising out of any one occurrence, and not less than indicated above to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the work "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence". Such insurance shall not exclude injury to or destruction of wire, conduits, mains, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion or collapse. Neither the maintenance of insurance nor the limits provided shall be deemed a limitation on Contractor's responsibility.

(4) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Contractor against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the Work under this contract, whether such operation be by Contractor or any Subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than indicated above for injury including death to any person and not less than indicated above to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than indicated above per accident.

b. Builder's Risk Insurance

Owner will provide and maintain Builder's Risk insurance on an "all risks" basis, subject to specific policy exclusions. This insurance will be written in the name of Owner, Contractor and/or Subcontractor or agents, as their respective interests may appear. This insurance will apply to the buildings and structures while in the course of construction and testing as well as materials equipment, supplies, forms and temporary structures of all kinds on the job site, excluding Contractor's tools and equipment not going into the work and while in transit to be used in the construction of the buildings or structures.

c. Accident Reports

Contractor shall file with Owner's local insurance representative a report of all accidents related to the Work. This reporting shall apply to industrial injuries sustained by Contractor's employees, as well as accidents involving members of the public. Such reports may be in the form of a copy of Contractor's report to his insurer or to the pertinent Workmen's Compensation Commission. Contractor shall require all Subcontractor to file similar reports with Contractor for subsequent filing with Owner.

d. Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Owner, attention of the local plant or laboratory insurance representative, prior to the commencement of the Work under this contract.

All certificates must include the following clause:

"As evidenced by registered mail, return receipt, it is agreed that a ten (10) day Written Notice of cancellation of, or change in, these policies will be given to:

Original to: Ethyl Corporation
330 S. Fourth St.
Richmond, Va. 23217

Copy to: Ethyl Corporation
Ethyl Tower
451 Florida Street
Eaton Rouge, La. 70801

Attn: Mr. J. I. Brierley

Attn: Chief Engineer
Job No. _____

- d. The expenses of arbitration, including reasonable compensation to the Arbitrators, shall be borne equally by Owner and Contractor except that each party shall bear the compensation and expenses of its counsel, witnesses and employees.
- e. In cases where arbitration is not required, Owner reserves the right to pursue his remedies through the legal processes of the courts of the State wherein the Work is done and/or the federal courts of the United States.

28. ASSIGNMENT

- a. Contractor shall not assign the Work covered by the Contractual Agreement, or sublet it as a whole, or in part, without the written consent of Owner.
- b. Contractor shall not assign any monies due it, or to become due it, under the contract without previous written consent of Owner.

29. PRE-JOB MEETING

After the Contractual Agreement is executed, Contractor or his field superintendent is to personally contact the Construction Coordinator. A meeting will be arranged between Contractor and the Construction Coordinator to their mutual satisfaction but prior to commencing the Work and prior to arrival on site of any tools, materials, or equipment. Contractor shall inspect the site and review the Work, and the sequence and overall schedule of the Work will be reviewed at this meeting.

30. SCHEDULES

- a. Contractor shall prepare an overall construction schedule of the Work as it is released to him and which will be kept current and issued biweekly to Owner. The schedule shall be preferably of the arrow diagram (Critical Path Method) or if the bar chart type is used, it must be in sufficient detail to indicate weekly activity and progress. In either case, the schedule shall indicate the critical work area and the critical items of supplies, equipment, material, and/or work which is limiting an earlier completion date.
- b. The construction schedule shall be prepared and submitted in detail by each Contractor bidding on the job at the time he submits his bid to the extent drawings and specifications are available. It shall be submitted with a full understanding by Contractor that Owner considers time of the essence and he is relying on the accuracy of Contractor's schedule to make decisions and judgments, including, but not limited to, predicting market demand forecasts and Owner's ability to supply these demands; entering into supply contracts; planning operating and maintenance manpower increases and reductions; procurement of consumable and non-consumable raw materials, equipment, and supplies; and effectively avoiding liability for demurrage charges covering tank truck, rail, or marine shipments.

31. CONTRACTOR'S EMPLOYEES

- a. Contractor's employees will not normally be photographed nor will they normally be fingerprinted. However, Owner may at any time require that employees of certain or all Contractors be fingerprinted and/or photographed as necessary for plant security and/or in the national interest. Owner's Security forces, Owner's Construction Coordinator, and Owner's Personnel Relations representative will review the case of each Contractor remaining on any plant site for any period beyond six months to determine the necessity for fingerprinting and/or photographing Contractor's employees.
- b. Upon receipt of the completed Contractor's Employee Personal History, Owner, at his option, may issue Contractor badges to Contractor's employees as they report to the site to work.
- c. Should Owner elect to furnish badges for use of Contractor's employees, each Contractor and his Subcontractors will be designated by a different colored badge. Owner's Contractor Badges will be numbered, and each Contractor will have his employees identified by a separate series of numbers.
- d. Welders, qualified in accordance with the ASME Code, shall be used on all work. Previous qualification papers from acceptable laboratories or agencies, which comply with the ASME Code, will be accepted providing they are valid and within the period of effectiveness as defined by the Code. Non-qualified welders shall be qualified at Contractor's expense by Owner or by an approved independent testing laboratory with three copies of test results furnished to Owner. Final acceptance of a welder's qualification or judgment as to his ability to perform satisfactory work rests with Owner.
- e. Contractor shall also be responsible for compliance with all obligations and restrictions imposed by any law affecting employer-employee relationships, and any orders, rules, regulations, procedures, or directives of any governmental agency or authority affecting employer-employee relationship, and shall bear full responsibility and liability for any challenge and/or litigation concerning any action of such governmental agency or authority, always holding Owner free and harmless in such matters concerning his employer-employee relationship.
- f. Contractor shall advise Owner of the names and backgrounds of its key personnel proposed to be assigned to the Work, and no such assignments are to be made or changed without Owner's prior approval, except when such personnel cease to be in the employment of the Contractor.
- g. Contractor will also cause its Subcontractors to comply with the provisions of this section and these General Conditions.

32. OFFICES, WAREHOUSE AND SHOPS

- a. Contractor shall provide, on the work site and in a location designated by Owner, offices and shops for its own use. Contractor shall make maximum use of portable and/or movable buildings in his possession, or for which he has access, before constructing temporary buildings for these purposes.
- b. Contractor shall provide warehousing and personnel to receive, unload, store, and protect all materials, equipment and tools for the Work, whether purchased by Contractor or by Owner.
- c. Contractor shall provide sanitary facilities for its workmen and all Subcontractors' workmen, in accordance with governing laws and ordinances. Contractor shall provide drinking water for his employees.
- d. Contractor shall remove all movable or portable temporary buildings and facilities for which he holds title when they have served their purpose and such removal is agreed to by Owner.
- e. Owner may elect to retain the temporary buildings and facilities, for which Owner holds title (see Article 55), in place at his option at the completion of the Work. Should Owner elect to have these buildings removed, this work shall be handled as a contract extra in accordance with Articles 13 and 14.

33. MATERIALS, TOOLS, EQUIPMENT, FACILITIES, APPLIANCES & WORKMANSHIP

- a. Except as otherwise stipulated, Contractor shall provide all labor, materials, tools, construction equipment, transportation, and other facilities necessary for the completion of the Work.

- b. Contractor shall provide all required temporary feeders and branch lines for such utilities from the points provided by Owner.
- c. Contractor shall provide any temporary heating that is required to avoid damage by freezing, or to permit the performance of work during periods of low temperature, or to otherwise expedite the progress of the Work.

38. INSPECTION

- a. Owner's Construction Coordinator, as well as its Inspectors, representatives and designees shall have free and easy access to the Work at all times and to such components and materials that Contractor may have in preparation or fabrication outside the job site or in vendor's shops. Contractor shall arrange for free and easy access, at normal working hours, to components of the Work that may be in preparation or fabrication at places other than its own.
- b. The decision of Owner's Construction Coordinator, or his representative, shall be final in determining the fitness, quality or conformance with specifications of the Work or materials during the progress of the Work. He shall notify Contractor in writing of any rejection and reason therefor of any materials and workmanship. Corrections or replacement of rejected work shall be subject to reinspection by Owner.
- c. A final inspection shall be made upon completion of the Work at which time Owner will issue an overall acceptance in writing to Contractor or a conditional acceptance, listing any exceptions and the reasons for such. The completion of the Work will be only in accordance with the provisions of Article 44.
- d. Reinspection of rejected work shall be on the same basis as the previous inspections.
- e. If the inspection above is conditional, the final inspection and acceptance will issue only after reinspections certify that all exceptions have been satisfied.

39. SUPERVISION

- a. Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all of whom shall be satisfactory to, and approved by Owner.
- b. A superintendent shall not be changed by Contractor after the commencement of the Work without Owner's approval unless such superintendent ceases to be in Contractor's employ. In such cases, new assignments must be approved by Owner.
- c. The superintendent shall represent Contractor in its absence and all directions given the superintendent shall be binding upon Contractor.
- d. Directions given to the Superintendent by the Construction Coordinator will be in writing, or if given verbally, will be confirmed in writing immediately.

40. REMOVAL OF EQUIPMENT

In case of cancellation of the contract before completion, for any cause whatever, Contractor, if notified to do so by Owner, shall promptly remove any part or all of its equipment, tools, facilities and supplies from the property of Owner, failing which Owner shall have the right to remove such at the expense of Contractor.

41. LIENS

- a. Contractor shall protect and save free Owner and his lands and other properties against any and all claims or liens filed or made, on account of work done or material furnished, by it or its Subcontractors, under the contract Documents. Contractor agrees to cause any and all such liens which may be filed or made to be immediately released and discharged of record.
- ⚠ b. Contractor shall cause to be removed any liens filed after Owner has accepted its work. The final payment and retained percentage of the contract fee shall not become due or payable until all liens have been discharged to Owner's satisfaction.
- ⚠ c. In the event that a lien or liens arising out of the contract be discovered to exist after all payments to Contractor have been made by Owner, Contractor shall refund to Owner all monies that Owner may be compelled to pay to discharge such liens as well as the attendant legal expenses, including fees.
- ⚠

42. MUTUAL RESPONSIBILITY OF CONTRACTORS

- a. Under Owner's right to let other contracts on his premises covering other work, each separate Contractor shall afford such other Contractors free and easy access to the project as well as a reasonable opportunity for the introduction and storage of such Contractor's materials and execution of their work.
- b. Should any separate Contractor cause damage to the work of any other Contractors, the two parties shall attempt to settle the controversy in good faith without involving the Owner. In the event a law suit is filed due to the controversy between the parties mentioned above, and the Owner is made, or becomes, a party to such suit, and found not to be liable for damages, the Contractor at fault shall reimburse the Owner for all the costs and expenses of litigation, including costs of attorney's fees.
- c. A separate Contractor whose work follows and depends on the work of another Contractor for proper execution shall inspect that portion of the preceding Contractor's work that may affect his own work and shall promptly report to Owner's Construction Coordinator such defects or discrepancies as may render the work of the preceding Contractor unsuitable for its own work.
- d. Each separate Contractor shall verify work already in place where it affects its own work, and shall at once report to Owner's Construction Coordinator any discrepancies between the work in place and the contract Documents.

43. SUBCONTRACTS

- ⚠ a. Contractor agrees that he is as fully responsible to Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as for the acts and omissions of its own employees.

- c. Except as applies to recognized area agreements between Contractor and the Building or Metal Trades Unions, overtime pay shall be limited to 1½ times the regular hourly wage rate for hours worked in excess of forty (40) in one week and shall be limited to non-exempt personnel.

53. NON-WAIVER OF RIGHTS

The failure of Owner to insist, in any one or more instances, upon strict performance of any of the terms of this contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of Owner's right to assert or rely upon any such terms or rights in any other instance.

54. PATENTS, INVENTIONS, AND INNOVATIONS

- a. Contractor shall immediately make known to Owner any invention, discovery, or innovation conceived or developed by any of Contractor's employees, including supervisory and management personnel, who have access to the Work performed under this Contractual Agreement. Full and complete information as to such invention, discovery, or innovation shall be transmitted to Owner at his request.
- b. If Owner, in his sole discretion, considers such invention to be useful in practicing the know-how and processes of its business operations, present or future, whether such processes or operations are known to Contractor or not, Contractor shall immediately, upon request of the Owner, assign the entire right, title, and interest thereto, together with all rights to patents thereon, to Owner.

55. TITLE TO WORK, MATERIALS AND EQUIPMENT

- a. All materials and equipment furnished by Contractor for incorporation in the Plant shall become the property of Owner upon delivery to the Plant site. Upon completion of the Work, Contractor shall use its best efforts to dispose of all remaining surplus, with the approval of Owner, crediting the net proceeds thereof against the cost of the Work. Any remaining surplus thereafter, including expendable and non-expendable materials and supplies, purchased by or for Owner shall remain the property of Owner.
- b. Title to all temporary offices, shops, warehouses and other facilities provided by Contractor as part of Contractor's reimbursable costs in accordance with Owner's Standard Project Accounts Code, whether direct or indirect costs, whether fixed in place or portable, or whether movable or immovable, shall be vested in Owner unless the Contractual Agreement specifically states otherwise.

EXHIBIT "B"

April 4, 1971

CURRENT SALARIES & WAGE RATES

27-4060

Supervisory and Administrative

Hourly Rates*
40 Hour Work Week

Project Manager	\$1,800 - 2,000	Per Month
Assistant Project Manager	1,600 - 1,800	Per Month
Job Superintendent	1,400 - 1,700	Per Month
Craft Superintendent	1,300 - 1,500	Per Month
Project Engineer	1,600 - 1,800	Per Month
Office Engineer	1,400 - 1,600	Per Month
Cost Engineer	1,000 - 1,200	Per Month
Safety Engineer	1,000 - 1,200	Per Month
Office Manager	1,300 - 1,500	Per Month
Chief Warehouseman	1,000 - 1,200	Per Month
Chief Timekeeper	3.50 - 5.00	Per Hour
Timekeepers, Clerks, Warehousemen	3.00 - 4.50	Per Hour
Secretarial & Stenographic	2.25 - 3.00	Per Hour

Foreman, Craft, Helpers & Laborers

Classification

Straight Time Rate
Per Hour

Boilermaker	5.50
Brickmason	5.70
Carpenter	5.30
Cement Finisher	5.30
Electrician	5.50
Insulator	5.50
Ironworker - Structural	5.40
Ironworker - Reinforcing	5.30
Laborer	3.05 - 3.65
Semi-skilled Labor	3.35 - 3.85
Mechanic - H. D.	5.30
Millwright	5.50
Operator - Heavy	5.40
Operator - Light	4.90
Painter - Brush	5.15
Painter - Spray	5.30
Pipefitter	5.50
Instrument Fitter	5.50
Truck Driver - Light	4.05
Welder - Pipe	5.50
Welder - Structural	5.40
Helpers	3.30 - 4.65
Labor Foreman	5.30
Foreman	.50 Above Journeyman Rate
General Foreman	.75 Above Journeyman Rate

* Our standard work week consists of 5 days, 9 hours per day, Monday thru Friday, with 1 1/2 X the 40 hour per week hourly rate being paid for all time over forty (40) hours in one week.



EXHIBIT "C"

April 4, 1971

HOME OFFICE SALARIES AND WAGES

1. Timekeeper - Clerk - \$6.00 Per Hour



EXHIBIT "D"

August 26, 1971

EQUIPMENT RENTAL RATES
(Contractor Owned)

ASSOCIATED EQUIPMENT DISTRIBUTORS,
22 EDITION (1971)

	<u>Daily</u>	<u>Weekly</u>	<u>Monthly Rate</u>
Car - Light	(See footnote)		128.00
Pickup - 1/2 Ton			120.00
Pickup - 3/4 Ton			136.00
Flatbed Dump Truck			320.00
Winch Truck			320.00
Water Truck			400.00
Dump Truck - 4-6 Yard			420.00
<u>Tractors</u>			
Ford Loader - Hoe			606.40
Caterpillar Loader - Mdl. 920 & 922B			945.60
Caterpillar Loader - Mdl. 955			1,283.20
Caterpillar Sideboom - Mdl. 572			1,766.40
D-4 Dozer (Series D)			960.00
D-6 Dozer (Series C)			1,573.60
D-7 Dozer (Series E)			2,012.80
D-8 Dozer (Deries H)			2,914.40
D-9 Push Dozer			2,914.40
<u>Draglines</u>			
1/2 Yard			1,070.40
3/4 Yard			1,367.20
1 Yard			2,246.40
Model 3900 - 80 Ton & 100 Ton			3,530.40
Model 4000 - 150 Ton			4,832.00
Model 4100 - 200 Ton			6,800.00
Motor Crane - 25 Ton - 30 Ton			2,060.00
Motor Crane - 40 Ton			2,518.40
Motor Crane - 45 Ton			2,518.40
Motor Crane - 60 Ton			2,916.00
Hydraulic Crane - Austin Western 210			744.80
Hydraulic Crane - Austin Western 410			973.60
Hydraulic Crane - Drott 85			731.20
Hydraulic Crane - Galion 110 & 125A			1,101.60
Hydraulic Crane - Galion 150A			1,273.60
Hydraulic Crane - Groves RT58			1,131.20
Hydraulic Hoe - Insley HC560B			1,441.60
Hydraulic Hoe - Northwest 30DH			1,880.00



	<u>Daily</u>	<u>Weekly</u>	<u>Monthly Rate</u>
<u>Pumps</u>			
4 Inch - Gasoline	(See footnote)		136.00
4 Inch - Diesel			223.20
6 Inch - Gasoline			215.20
6 Inch - Diesel			292.80
<u>Rollers, Brooms</u>			
Pneumatic - Self Propelled - 12 Ton			428.80
Pneumatic - Self Propelled - 25 Ton			845.60
Sheepfoot - Towed - Small			176.80
Sheepfoot - Towed - Large			378.40
Sheepfoot - Self Propelled			1,564.00
<u>Welders</u>			
Electric-All Sizes-With 200' Lead and 100' Ground			150.00
200 Amp - Gas			134.40
300 Amp - Diesel			169.60
<u>Generators, Saws</u>			
5KW - 20 KW			260.00
60 KW - 100 KW			674.40
<u>Compressors</u>			
125 CFM			178.40
150 CFM			185.60
190 & 250 CFM			367.20
600 CFM			708.80
<u>Maintainers, Scrapers</u>			
Maintainer - Mdl. D & DD			548.00
Maintainer - #12			1,016.00
Maintainer - #16			2,360.00
Scraper - 15 Yard - Towed			680.00
Scraper - 18 Yard - Towed			680.00
Gradall - Rubber Tired			1,590.40
Gradall - Crawler - Mdl. G-600			1,730.40

Rental Rates for Contractor's equipment not listed will be charged at eighty percent (80%) of and in accordance with the current edition of the A.E.D. Manual. Daily and weekly rates will be charged on a fractional monthly rate basis.



OFFICE MEMO
BROWN & ROOT, INC.

OCTOBER 6, 1971

TO THOSE CONCERNED:

JOB NO. 27-4060 IS ASSIGNED TO COVER THE CONTINUOUS MISCELLANEOUS
CONSTRUCTION WORK FOR ETHYL CORPORATION AT DEER PARK, TEXAS.


BILL LONG

BL/nb

JOB TITLE: ETHYL CORPORATION - CONTINUOUS MISCELLANEOUS CONSTRUCTION
WORK AT DEER PARK, TEXAS.

(WORK TO BE PERFORMED BY THE L. J. DERRICK DEPARTMENT)

REQUEST FOR ASSIGNMENT OF JOB NUMBER
BROWN & ROOT, INC. AND ASSOCIATED COMPANIES

#27-4060

Sept. 3, 1971

(DATE)

ACCOUNTING DEPARTMENT
Industrial-Civil Division
U. CT: JOB NUMBER ASSIGNMENT -

Brown & Root, Inc.
(COMPANY)

Industrial-Civil
(DEPARTMENT)

SUB-DIVISION: Industrial Work (James Williamson)

PLEASE ASSIGN A JOB NUMBER TO BE USED FOR RECORDING OF INCOME AND COSTS RELATING TO THE CONTRACT DETAILED BELOW:

OWNER: Ethyl Corporation

PRIME CONTRACTOR:

CONTRACT DATE: August 30, 1971

DESCRIPTION OF WORK: Continuing miscellaneous construction work at owner's Deer Park, Texas plant

TYPE OF CONTRACT: UNIT PRICE (), LUMP SUM (), FORCE ACCOUNT (), COST PLUS FEE (XX)
OTHER (), (EXPLAIN)

ESTIMATED COMPLETION DATE: OR CONTINUOUS (XX)

CONTRACT AMOUNT: \$ 400,000.00 ACTUAL (), ESTIMATED (XX)

TERMS OF PAYMENT: PROGRESS BILLINGS - MONTHLY (XX), WEEKLY (XX), BIWEEKLY (XX)
(Equipment) (Labor) (Materials)

SEMIMONTHLY (), REVOLVING FUND (), OTHER (), (EXPLAIN)

PERCENT RETAINED: 10 % OF Fixed Fee

OTHER (), (EXPLAIN)

TO BE COMPLETED ONLY FOR JOINT VENTURES:

PARTNERS AND PARTICIPATION:

SPONSOR: , %
%
%

ATTACH FINANCING CURVE OR CASH FORECAST:

JOB NUMBER ASSIGNED: 27-4060

Copy of Contract Attached

CO: ORIGINAL - ACCOUNTING
DUPLICATE - RETAINED
TRIPPLICATE - TREASURY/CREDIT
QUADRUPPLICATE - PURCHASING

SIGNATURE OF EMPLOYEE REQUESTING JOB NUMBER
O. M. Bakken

FORM A-56

ACCOUNTING

00265