

PLAINTIFF'S EXHIBIT

ETCO-815



SUBCONTRACT

Brown & Root, Inc.

P. O. Box 3, Houston, Texas 77001

PAGE 1 OF 4	EFFECTIVE DATE January 17, 1980	REQUISITION NUMBER 27-14-4845	SUBCONTRACT NUMBER 27-4260-5043
OWN & ROOT JOB NUMBER/ACCOUNTING CODE 4060 (34601-1772-500)		PROJECT NAME ETHYL CORP., PASADENA, TEXAS	
STATE CONTRACTOR'S LICENSE NUMBER (If Required) N/A		STATE N/A	DATE OF ISSUE N/A

SUBCONTRACTORY

ALLIED INDUSTRIES
P.O. BOX 61248
HOUSTON, TEXAS 77203
(713) 224-5650

THE SUBCONTRACT TERMS APPEARING BELOW TOGETHER WITH THE ATTACHMENTS HERETO FORM THE PROVISIONS OF THE ENTIRE SUBCONTRACT.

AS OF THE EFFECTIVE DATE OF THIS SUBCONTRACT, PAYMENT AND PERFORMANCE BONDS ARE NOT REQUIRED BUT MAY BE REQUIRED PURSUANT TO GENERAL CONDITIONS.

SUBCONTRACT TERMS

1. SUBLET WORK

1.1. THE SUBLET WORK, IN GENERAL, IS TO PROVIDE BUILT UP ROOFING FOR THE MCC & CONTROL ROOM BUILDING AT THE ETHYL CORPORATION PLANT IN PASADENA, TEXAS.

1.2. MORE SPECIFICALLY, THE SUBCONTRACTOR AGREES TO PERFORM THE SUBLET WORK WHICH CONSISTS OF FURNISHING ALL LABOR, CONSUMABLES, MATERIALS, TOOLS, SCAFFOLDING, CONSTRUCTION EQUIPMENT, SUPERVISION, SHOP DRAWINGS, TAXES, INSURANCE AND ALL ACCOUNTING, MANAGEMENT AND ADMINISTRATION, AND ALL OTHER THINGS NECESSARY (EXCEPT FOR THAT DESCRIBED IN SUBCONTRACT TERM NO. 3 HEREIN) TO PERFORM THE SUBLET WORK DESCRIBED HEREIN FOR THE PROJECT AT THE ABOVE DESCRIBED LOCATION. ALL SUBLET WORK SHALL BE PERFORMED IN ACCORDANCE WITH AND PURSUANT TO THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS DESCRIBED IN SUBCONTRACT TERM NO. 2 HEREUNDER, AND ALL OTHER PROVISIONS OF THE SUBCONTRACT DOCUMENTS.

1.3. SUBCONTRACTOR SHALL IN ANY CASE NOT COVERED BY THE DRAWINGS & SPECIFICATIONS, PERFORM ALL WORK DESCRIBED HEREIN IN STRICT ACCORDANCE WITH THE DIRECTIONS AND REQUIREMENTS OF THE GENERAL CONTRACTOR'S PROJECT MANAGER, OR HIS DULY AUTHORIZED REPRESENTATIVE.

2. DRAWINGS AND SPECIFICATIONS

THE SUBLET WORK SHALL BE PERFORMED IN ACCORDANCE WITH, AND ALL MATERIALS SUPPLIED BY THE SUBCONTRACTOR SHALL COMPLY WITH AND CONFORM TO, THE REQUIREMENTS OF THE PROJECT DRAWINGS & SPECIFICATIONS IDENTIFIED HEREUNDER AND INCORPORATED AS PART OF THIS SUBCONTRACT BY REFERENCE:

- 2.1 ETHYL SPEC. SP41-1 (APR. 78)
- 2.2 DRAWING NO. 34601-45-41-458 R/3 CONTROL ROOM ARCHITECTURAL DETAILS (5-24-79)
- 2.3 DRAWING NO. 34601-45-59-441 R/O ROOF PLAN (3-10-79)
- 2.4 DRAWING NO. 34601-43-59-442 R/2 HVAC SECTIONS (5-24-79)
- 2.5 DRAWING NO. 34601-43-59-442 R/O HVAC DETAILS (3-10-79)

DLS/CM

ATTACHMENTS (AS CHECKED) ☐ P-50 GENERAL CONDITIONS ☐ SPECIAL CONDITIONS ☒ P-7 AFFIDAVIT (2)

☐ OTHER:

SUBCONTRACTOR		BROWN & ROOT, INC. - GENERAL CONTRACTOR	
AUTHORIZED REPRESENTATIVE		AUTHORIZED REPRESENTATIVE	
SIGNATURE <i>Wm. C. [illegible]</i>	DATE SIGNED 2/14/80	SIGNATURE <i>Luan S. Mather</i>	DATE SIGNED 02-08-80

00388

SUBCONTRACT/CHANGE ORDER CONTINUATION

27-4060-5043

3. SERVICES AND MATERIALS PROVIDED BY GENERAL CONTRACTOR

GENERAL CONTRACTOR WILL PROVIDE THE FOLLOWING SERVICES AND ITEMS IN LIMITED AMOUNTS FOR SUBCONTRACTOR'S USE WHILE PERFORMING THE SUBLET WORK:

3.1 ROTABLE WATER

3.2 SANITARY FACILITIES

3.3 PARKING FOR SUBCONTRACTOR'S EMPLOYEES

3.4 ELECTRICAL POWER

4. TIME OF PERFORMANCE

4.1 SUBCONTRACTOR SHALL PERFORM THE SUBLET WORK IN TWO PHASES AND IN ACCORDANCE WITH THE SCHEDULE OF THE GENERAL CONTRACTOR'S PROJECT MANAGER OR HIS DULY AUTHORIZED REPRESENTATIVE.

4.2 THE CURRENT CONSTRUCTION SCHEDULE INDICATES THAT SUBCONTRACTOR SHALL COMMENCE PERFORMANCE OF THE FIRST PHASE OF THE SUBLET WORK AT THE JOBSITE ON OR BEFORE JANUARY 7, 1980 AND SHALL COMPLETE THIS PHASE BY JANUARY 18, 1980. THE SECOND PHASE OF THE SUBLET WORK SHALL COMMENCE ON OR ABOUT FEBRUARY 11, 1980 & SHALL BE COMPLETED WITHIN 2 DAYS THEREAFTER.

4.3 SUBCONTRACTOR SHALL MAINTAIN CONTACT WITH THE GENERAL CONTRACTOR'S PROJECT MANAGER, OR HIS DULY AUTHORIZED REPRESENTATIVE, FOR THE PURPOSE OF COORDINATING ANY SCHEDULE CHANGES OF THE SUBLET WORK IN ACCORDANCE WITH GENERAL CONDITION NO. 4.

5. SUBCONTRACT PRICE

5.1 GENERAL CONTRACTOR AGREES TO PAY THE SUBCONTRACTOR FOR COMPLETE, SATISFACTORY, AND TIMELY PERFORMANCE OF THE SUBLET WORK STRICTLY IN ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, AND REQUIREMENTS OF ALL OF THE SUBCONTRACT DOCUMENTS THE FOLLOWING FIRM LUMP SUM PRICE, INCLUSIVE OF ALL SALES AND USE TAXES.

SIX THOUSAND, ONE HUNDRED SIXTY-ONE DOLLARS AND NO CENTS
(WORDS)

\$6,161.00
(FIGURES)

6. PAYMENT AND PERFORMANCE BONDS

AS OF THE EFFECTIVE DATE OF THIS SUBCONTRACT, THE REQUIREMENT TO FURNISH SEPARATE 100% PAYMENT AND PERFORMANCE BONDS IS HEREBY WAIVED. HOWEVER, AT GENERAL CONTRACTOR'S OPTION, THIS REQUIREMENT MAY AT ANY TIME BE REINSTITATED IN ACCORDANCE WITH THE PROVISIONS OF GENERAL CONDITION 1c HEREIN.

7. PAYMENT

THE FOLLOWING PARAGRAPH SUPPLEMENTS PARAGRAPH NUMBER 32 OF THE GENERAL CONDITIONS

SUBCONTRACTOR SHALL BE PAID IN MONTHLY PROGRESS PAYMENTS THE VALUE OF THE SUBLET WORK SATISFACTORILY PERFORMED DURING THE PRECEDING MONTH BASED UPON THE FIRM LUMP SUM PRICE DETAILED AND DESCRIBED IN SUBCONTRACT TERM NO. 5 LESS 10% OF SUCH VALUE AS RETAINAGE UNTIL FINAL COMPLETION AND ACCEPTANCE OF THE SUBLET WORK BY GENERAL CONTRACTOR. SUBCONTRACTOR SHALL PREPARE AND SUBMIT AN INVOICE FOR THE PROPOSED MONTHLY PROGRESS PAYMENTS AND SHALL SUBMIT SUPPORTING DOCUMENTS AND PROOF OF PAYMENT OF ALL BILLS FOR LABOR AND MATERIALS, AS MAY BE REQUESTED BY GENERAL CONTRACTOR. SUBCONTRACTOR'S INVOICE FOR PROPOSED MONTHLY PROGRESS PAYMENTS WITH REQUESTED SUPPORTING DOCUMENTS AND PROOF OF PAYMENT OF ALL BILLS WILL BE SUBMITTED FOR APPROVAL BY GENERAL CONTRACTOR AND WHEN APPROVED, PAYMENT SHALL BE MADE WITHIN THIRTY DAYS THEREAFTER. FINAL PAYMENT AND RELEASE OF RETAINAGE SHALL BE MADE WHEN THE SUBLET WORK HAS BEEN SATISFACTORILY COMPLETED AND ACCEPTED AND SUBCONTRACTOR HAS SUBMITTED THE TWO AFFIDAVITS AS CALLED FOR IN SUBCONTRACT TERM NO. 8.

8. AFFIDAVITS

TWO COPIES OF THE GENERAL CONTRACTOR'S "AFFIDAVIT FOR SUBCONTRACTOR" (FORM P-7), ARE ATTACHED FOR USE IN IMPLEMENTING THE PROVISIONS OF GENERAL CONDITION NO. 32. SUBCONTRACTOR SHALL EXECUTE AND RETURN ONE COPY OF THE AFFIDAVIT WITH HIS FINAL OR RETAINAGE INVOICE TO THE ADDRESS SHOWN IN TERM NO. 12 BELOW.

9. LABOR RELATIONS

THE FOLLOWING SUPPLEMENTS PARAGRAPH 14 OF THE GENERAL CONDITIONS:

THE SUBCONTRACTOR REPRESENTS THAT ITS PRE-HIRING COLLECTIVE BARGAINING AGREEMENTS, IF ANY, CONTAIN OR WILL CONTAIN PROVISIONS THAT, OR SUBCONTRACTOR HAS ENTERED INTO OR WILL ENTER INTO A PROJECT AGREEMENT MODIFYING SUCH COLLECTIVE BARGAINING AGREEMENT TO PROVIDE THAT, THERE SHALL BE NO STRIKES, SLOWDOWNS, PICKETING, SECONDARY BOYCOTTS, OR WORK STOPPAGES DURING THE PERFORMANCE OF THE SUBLET WORK. SUBCONTRACTOR WILL FURTHER SUBCONTRACT ONLY TO LOWER-TIER SUBCONTRACTORS HAVING SIMILAR PROVISIONS IN THEIR COLLECTIVE BARGAINING AGREEMENTS, IF ANY.

10. SUBCONTRACTOR'S REPRESENTATIVE

SUBCONTRACTOR SHALL DESIGNATE A SITE REPRESENTATIVE TO THE GENERAL CONTRACTOR PRIOR TO COMMENCEMENT OF AFORESAID WORK OR, IN HIS TEMPORARY ABSENCE, HIS DESIGNATED ASSISTANT, SHALL BE "ON CALL" AT ALL HOURS, AND SHALL BE IN ATTENDANCE AT THE WORK SITE DURING WORKING HOURS, FROM COMMENCEMENT OF SUBLET WORK TO COMPLETION.