

BECHTEL 3RD UNIT



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San Francisco Office
220 Bush Street
San Francisco 4

Los Angeles Office
3780 Wilshire Blvd.
Los Angeles 5

SUBCONTRACT

Contact: Mr. O. A. Warnick
Phone: Capitol 3-6143
Contractor's Job No.: 2473
Subcontract No.: SF-16
Issuing Office: San Francisco,
California

Date: January 15, 1957

Subcontractor: Johns-Manville Sales Corporation
P.O. Box 1199
San Antonio 6, Texas

Principal Contract:

Date:

Owner: Reynolds Metals Company

Location of Work: At the site of Owner's La Quinta Plant, located near Gregory, Texas

BECHTEL CORPORATION, herein called "Contractor," and the above named Subcontractor, herein called Subcontractor, hereby agree that the portion of the Principal Contract work below specified shall be performed by Subcontractor in accordance with all the requirements of the Principal Contract applicable thereto and the provisions hereinafter stated, including the General Terms and Conditions printed on pages 3 and 4 hereof, which by this reference are incorporated herein. Subcontractor acknowledges that it is familiar with the requirements of the Principal Contract applicable to the work to be performed hereunder.

1. (a) Work to be performed:

Subcontractor shall provide all labor, tools, equipment, services, scaffolding, supervision and materials necessary to furnish and install insulation for piping and equipment at the subject job. All work shall be in accordance with the instructions of Contractor's construction superintendent and the specifications listed below in paragraph 1 (b). Said specifications are by this reference incorporated in this subcontract and become a part hereof.

(b) Plans, drawings, specifications:

Specifications: Bill of Material 2473-400/4-15, Revision 3
Specification 2473-SP3-1003, Revision 3
Insulation Application Sketch, Sheets 1A through 7A
Bechtel Corporation's Standard Method of Measurement for Field Insulation
Contractor's letter of invitation to bid dated October 19, 1956 and supplement thereto, dated October 29, 1956.

2. Items to be furnished by Contractor:

- (a) Water, electric power and lights at existing outlets
- (b) Clearing of surfaces prior to insulation
- (c) Furnish and install structural angle insulation supports
- (d) Aluminum jacketing material at the jobsite

3. Time of Commencement: Subcontractor shall commence its work when directed to do so by Contractor's construction superintendent.

Time of Completion: Subcontractor shall prosecute its work with due diligence and in accordance with Contractor's project schedule.

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4. Compensation:

See attached "Schedule for Payment"

Terms of Payment:

At the end of each calendar month Contractor will pay Subcontractor 90% of the value of work performed and/or materials delivered in that month. The balance will be paid not later than 35 days after final completion and acceptance of the work performed under this subcontract.

5. Insurance Required:

<u>Coverage</u>	<u>Amounts and Limits</u>
Workmen's Compensation	Statutory Limits and Standard Texas Policy
Public Liability	\$25,000 - \$50,000
Property Damage	\$25,000 - \$50,000
Automobile Public Liability	(Owned and \$25,000 - \$50,000
Automobile Property Damage	(Non-Owned Policy \$25,000 - \$50,000

6. Bonds Required:

None

7. Special Provisions:

- (a) Subcontractor shall furnish Contractor with certificates of insurance evidencing coverage as required herein. The certificates shall be mailed to Bechtel Corporation, 134 California Street, San Francisco, California.
- (b) Subcontractor will comply with and cooperate with the Contractor in putting into effect conditions including but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, jobsite safety regulations, and other working conditions which directly effect the operation of the project.

See attached "Special Provisions"

APPROVED: REYNOLDS METALS COMPANY

BY: _____

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract the day and year first above written.

CONTRACTOR:

SUBCONTRACTOR:

BECHTEL CORPORATION

JOHNS-MANVILLE SALES CORPORATION

By.....
Title

By.....
Title

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Bechtel Corporation Job 2473
Subcontract SF-16
January 15, 1957

SCHEDULE FOR PAYMENT

I EQUIPMENT:

<u>Item</u>	<u>Insulation Thickness</u>	<u>Est. Sq. Ft.</u>	<u>Price Sq. Ft.</u>	<u>Lump Sum</u>
30V-22	2" All	1100	\$1.41	\$1,551.00
30V-23	" "	1100	1.41	1,551.00
30V-24	" "	1100	1.41	1,551.00
30V-25	" "	1100	1.41	1,551.00
30V026	" "	1100	1.41	1,551.00
30V-27	" "	1100	1.41	1,551.00
30V-32	" "	615	1.41	867.00
30V-34	" "	615	1.41	867.00
30V-36	" "	1000	1.41	1,410.00
30V-38	1½" "	1400	1.30	1,820.00
30E-15A	" "	350	1.30	455.00
30E-15B	" "	350	1.30	455.00
30E-15C	" "	350	1.30	455.00
30E-13A	" "	350	1.30	455.00
30E-13B	" "	350	1.30	455.00
30E-11A	2" "	350	1.41	493.50
30E-11B	" "	350	1.41	493.50
30E-11C	" "	350	1.41	493.50
33T24	1½" S & B	1177	1.30	1,530.10
33T23	1½" S	3150	1.30	4,095.00
33T25	" "	2550	1.30	3,315.00
33T26	" "	2550	1.30	3,315.00
33T34	" "	8650	1.30	11,245.00
33T43	1½" S & B	730	1.30	949.00
33T44	" "	730	1.30	949.00
35T40	1½" S	3780	1.30	4,914.00
35T41	" "	3780	1.30	4,914.00
35T44	" "	1260	1.30	1,638.00
35T42	" "	475	1.30	617.50
35T43	" "	1260	1.30	1,638.00
35F29	1½" S & I Hd	400	1.30	520.00
35F30	" "	400	1.30	520.00
35F31	" "	400	1.30	520.00
35F32	" "	400	1.30	520.00
35F33	" "	400	1.30	520.00
35F34	" "	400	1.30	520.00
35F35	" "	400	1.30	520.00
35F36	" "	400	1.30	520.00
35F37	" "	400	1.30	520.00
35F38	" "	400	1.30	520.00
50 x 12	1½" All	3200	1.30	4,160.00
50 x 13	" "	3200	1.30	4,160.00

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SCHEDULE FOR PAYMENT

<u>Item</u>	<u>Insulation Thickness</u>	<u>Est. Sq. Ft.</u>	<u>Price Sq. Ft.</u>	<u>Lump Sum</u>
50 x 5	1½" All	1066	\$1.30	\$1,385.80
50 x 6	" "	1066	1.30	1,385.80
33V5	" "	375	1.30	487.50
35T45	" "	475	1.40	665.00
35T45	P.P.	400	1.12	448.00
42EV5	1½" All	640	1.30	832.00
42EV6	" "	640	1.30	832.00
42EV7	1" "	840	1.30	1,092.00
<u>Facility 110</u>				
60# Flash Drum	1½" All	110	1.30	143.00
Deair. Pre. Htr.	" "	345	1.30	448.50
Deair. Htr. Stor.	" "	1130	1.30	1,469.00
Blowdown Xchgr.	" "	1020	1.30	1,326.00
Feedwater Htr.	2½" "	42	1.30	54.60

- (b) The above listed items and lump sum prices are based on the Addendum to Specification SP3-1003 enclosed with Contractor's invitation to bid, dated October 19, 1956. If the actual insulation surface area varies from the above shown Estimated Square Feet, the above listed lump sum prices shall be adjusted by the applicable unit price per square feet.
- (c) Insulation shall be Thermobestos, finished with Insulkote.

II PIPING - Unit Prices per Lineal Foot

(a) <u>Pipe Size</u>	<u>Insulation Thickness</u>					
	<u>1"</u>	<u>1½"</u>	<u>2"</u>	<u>2½"</u>	<u>3"</u>	<u>3½"</u>
1/2"	\$.77	\$1.03	\$1.33	\$1.87	\$2.18	\$2.46
3/4"	.79	1.07	1.39	2.00	2.27	2.66
1"	.82	1.10	1.45	2.07	2.33	2.73
1-1/2"	.90	1.20	1.58	2.26	2.51	2.97
2"	.98	1.25	1.65	2.42	2.62	3.07
3"	1.10	1.42	1.84	2.69	2.94	3.41
4"	1.35	1.64	2.14	3.13	3.31	3.86
6"	1.68	1.98	2.62	3.61	3.88	4.57
8"		2.32	3.02	4.62	4.78	5.31
10"		2.73	3.55	5.36	5.36	6.19
12"		3.06	3.98	5.90	5.94	6.92
14"		3.73	4.72	6.63	6.87	7.56
16"		4.24	5.21	7.29	7.35	8.53
18"		4.54	5.57	8.10	8.38	9.43
20"		4.88	6.06	8.79	9.02	10.10
24"		5.43	6.67	11.14	11.30	11.60

- (b) The above prices apply to insulation jacketed with Johns-Manville Double Coated Flexstone and with aluminum furnished by Reynolds Metals Company.

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SCHEDULE FOR PAYMENT

III Extra Work: per paragraph A-4 of Contractor's Standard Method of Measurement for Field Insulation as follows:

Labor: Payroll costs, including payroll taxes, insurance, and other direct labor costs plus 10% for overhead, plus 5% of all the foregoing for profit.

Material: Insulation at X-Byers Guide. Outside purchases at cost plus 10% for handling.

IV The estimated total maximum value of this subcontract is \$150,000.00. Invoices totaling in excess of this estimated amount will not be paid unless so authorized by a change order to this subcontract. Paragraphs 4 and 5 of the General Terms and Conditions attached to this subcontract shall have full force and effect.

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SPECIAL PROVISIONS

Notwithstanding any provision of the General Terms and Conditions, it is agreed as follows:

- (a) As to loss or damage to the work performed under this subcontract at the construction site, or to the materials, apparatus or machinery delivered to Subcontractor at the construction site for incorporation in the work under the subcontract, Owner, by approval of this subcontract, and Contractor hereby release Subcontractor from any and all liability in excess of the sum of \$500.00 as to each occurrence.
- (b) As to loss or damage to Owner's property, including work under the principal contract, other than described in the foregoing paragraph, Owner by approval of this subcontract, and Contractor hereby release Subcontractor from any and all liability in excess of \$25,000.00 for each accident and \$50,000.00 in the aggregate; provided, however, if Subcontractor carries insurance coverage in excess of such amounts this release shall apply only to amounts in excess of such insurance.
- (c) Patents: Subcontractor will hold Contractor and Owner harmless from any cost or damages arising out of alleged or actual patent infringements of articles or material furnished by Subcontractor under this subcontract.

BECHTEL CORPORATION
SUBCONTRACT
GENERAL TERMS AND CONDITIONS

1. **CONTRACTUAL RELATIONSHIP:** In the performance of this Subcontract, Subcontractor shall operate as an independent Contractor and not as agent of Contractor. Subcontractor shall hold Contractor and Owner free and harmless from all liability, costs and charges arising out of or in connection with any act or representation of Subcontractor, its agents or employees.

2. **ITEMS TO BE FURNISHED BY SUBCONTRACTOR:** Subcontractor shall supply and furnish at the location where the work is to be performed all items, including labor, materials, and equipment, necessary for the complete and satisfactory performance of this subcontract, except such items as the Contractor in the Subcontract of which these terms and conditions are a part specifically agrees to supply or furnish to or for the use of Subcontractor.

3. **PERFORMANCE REQUIREMENTS:** Work shall be performed in accordance with all the requirements of the Principal Contract and its specifications and drawings applicable thereto, the provisions of this Subcontract, and such specifications and drawings as may be referred to in this Subcontract.

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both. In case of conflict with the drawings, the specifications shall govern. In case of discrepancies the matter shall be submitted immediately to Contractor for determination.

4. **CHANGES IN SPECIFICATIONS AND DRAWINGS:** Contractor reserves the right by written notice to correct any errors or to make any changes in the specifications and/or drawings. If such changes cause a material increase or decrease in the cost of performing the work or the time of performance and written notice thereof is given to either party, within ten days after the giving of such notice of change, an equitable adjustment in the contract price and/or the time of performance shall be made. If the parties cannot agree upon such adjustment within ten days after receipt of such notice, the matter shall be submitted to arbitration as hereinafter provided, but the Subcontractor shall proceed immediately with the work as changed.

5. **EXTRA WORK:** Subcontractor shall not be entitled to any compensation in addition to that specified on the face hereof for the performance of any work not required under this Subcontract, unless, prior to the performance of such work, it shall have received from Contractor written authorization to perform such work and additional compensation shall have been agreed upon in writing; provided, however, that in the event work is being performed as provided in Article 4, this article does not apply thereto.

6. **INSPECTION AND REJECTION OF MATERIALS AND WORKMANSHIP:** All materials and workmanship furnished or performed by Subcontractor shall be subject to final inspection, tests and acceptance by Contractor and Owner upon completion of all Subcontract work and whether or not previously paid for by Contractor. At any and all proper times during manufacture or performance of the work, all materials and workmanship furnished or performed by Subcontractor shall be subject to inspection, tests and approval by inspectors of the Contractor, or Owner, at any and all places where such manufacture or performance shall be carried on. Failure of such inspectors to make inspection or test or to discover defective workmanship or material shall not prejudice the rights of Contractor or Owner on final inspection and test. If facilities of Contractor are not available, Subcontractor shall furnish, at its expense, such facilities as may be necessary for the making of such inspection.

If upon any such inspection or test any material or workmanship shall be found to be defective or not to conform to the requirements thereof, it shall be promptly rejected and the Subcontractor shall be notified thereof. Subcontractor, at its own expense, shall promptly correct workmanship which does not comply with such requirements by making the same comply therewith and shall promptly replace any material or equipment (except such as may have been furnished by Contractor) which does not conform to such requirements. If Subcontractor shall fail to replace or correct rejected material or workmanship promptly, Contractor, at its option may replace or correct the same and all costs and expenses of Contractor in connection therewith shall be borne by Subcontractor.

7. **TIME OF PERFORMANCE:** Time is of the essence of this Subcontract and all actions taken by the parties hereto shall be taken to the end that the performance of this Subcontract shall be fully expedited. Subcontractor shall indemnify and hold harmless Contractor from and against any penalty or liability incurred by Contractor to Owner because of Subcontractor's failure to perform the work within the time agreed upon.

8. **EXTENSION OF TIME - SUBCONTRACTOR'S WAIVER OF DAMAGES FOR DELAY:** In case of any delay caused by Contractor or the Owner or any delay which is beyond the reasonable control of Subcontractor, the cause of which was not reasonably ascertainable by Subcontractor at the time this Subcontract was entered into, written notice thereof and of the anticipated results shall be given promptly to Contractor by Subcontractor. Failure to give such written notice promptly shall be deemed sufficient reason for a denial of an extension of time by Contractor. Contractor shall notify Subcontractor promptly if, in its opinion, the cause of delay specified is such as not to entitle Subcontractor to an extension of time. After such cause of delay has ceased to exist, Subcontractor shall file with Contractor a statement in writing of the actual delay resulting from such cause. If, in the opinion of Contractor, the cause of delay was beyond the reasonable control of Subcontractor and was not reasonably ascertainable by Subcontractor at the time this Subcontract was entered into, the duration of delay shall be determined by Contractor and the time of performance of the work, the performance of which has been delayed thereby, shall be extended, in writing, by Contractor.

Subcontractor shall not be entitled to, and hereby waives, any and all damages which it may suffer by reason of Contractor or Owner hindering or delaying Subcontractor in the performance of the work, or any portion thereof, from any cause whatsoever.

9. **ORDER OF PERFORMANCE OF WORK:** Contractor represents that it, the Owner and other contractors and subcontractors may be working at the site of the work during the performance of this Subcontract. Contractor reserves the right to direct the Subcontractor to schedule the order of performance of the Subcontract work in such manner as not unreasonably to interfere with the performance of work by Contractor, the Owner and other contractors or subcontractors.

10. **REMOVAL OF DEBRIS AND WASTE MATERIAL:** During performance of the work under this Subcontract and upon termination or completion thereof, Subcontractor shall remove all debris and waste material and keep and leave the site of the work in a condition satisfactory to Contractor.

11. **DESIGNATION OF SUPERINTENDENT:** Subcontractor shall designate a competent superintendent who, on behalf of Subcontractor, shall have complete charge of all work. Subcontractor shall advise Contractor in writing of the name, address and telephone number (day and night) of such designated superintendent and of any change in such designation.

12. **LIENS AND CLAIMS:** Subcontractor shall indemnify and save harmless Contractor and Owner from all claims, demands, causes of action or suits of whatsoever nature arising out of the services, labor and materials furnished by Subcontractor, or its subcontractors, under this Subcontract.

Subcontractor shall immediately pay and discharge, or shall provide security sufficient and satisfactory in itself to its laborers, materialmen or other creditors, or those of its subcontractors, for the payment of any obligation, or alleged obligation, it, or any of its subcontractors may have, in aid of the enforcement of which a lien or right of any kind is established, or is attempted to be established, upon or against the work or the real property upon which the work is situated.

Contractor may, as a condition precedent to any payment hereunder, require Subcontractor to submit complete waivers and releases of any and all claims of any person, firm or corporation. Such releases must be submitted covering all such claims as a condition precedent to final payment.

13. **PATENTS AND ROYALTIES:** Subcontractor shall defend all suits relating to and shall hold Contractor and Owner harmless from any and all claims, royalties, damages, and costs resulting from any infringement or alleged infringement of any patents or for the misuse of any patented article by Subcontractor, or its subcontractors, in the performance of the work.

14. **INJURY OR DAMAGE TO PERSONS AND PROPERTY:** Subcontractor shall be solely responsible for and shall hold Contractor and Owner free and harmless from any and all losses, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons, employees and/or property in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the work by Subcontractor, its subcontractors, agents or employees.

15. **LABOR CONDITIONS:** Subcontractor shall comply with and be bound by any labor agreements executed by Contractor and applicable to the work to be done hereunder, copies of which may be obtained from Contractor by written application thereto. The wages paid by Subcontractor shall be the same standard as those paid by Contractor and shall be subject to its approval. Contractor may require Subcontractor to discharge any incompetent or undesirable employee.

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16. **RESPONSIBILITY FOR WORK:** Subcontractor shall be responsible for all materials delivered and work performed until completion and final acceptance and upon completion of the Subcontract the work shall be delivered complete and undamaged.

17. **INSURANCE AND BONDS:** Subcontractor, at its own expense, shall procure, carry and maintain on all its operations hereunder the bonds and policies of insurance in the amounts specified in the Subcontract. The bonds and policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Contractor. Subcontractor shall cause to be furnished to Contractor certificates of insurance from the assuring companies which shall include the following clause: "Ten (10) days' advance notice shall be given in writing to Bechtel Corporation, 220 Bush Street, San Francisco, California, on cancellation, termination, or any alteration of the policy or policies evidenced by this certificate."

18. **COMPENSATION AND PAYMENTS:** (a) Subcontractor agrees to accept the specified compensation as full compensation for doing all work and furnishing all materials contemplated by and embraced in this Subcontract; for all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance; and for all risks of every description connected with the work.

(b) Unless otherwise provided in the Subcontract, Contractor shall make partial payments as the work progresses, as follows: At the end of each calendar month or as soon thereafter as practicable, Contractor shall estimate or cause to be estimated the Subcontract value of all work performed hereunder. Such estimate shall be conclusive upon Subcontractor for the purposes of this paragraph. Within ten (10) days after the making of such estimate, Contractor shall pay to Subcontractor ninety (90) per cent of such Subcontract value, less the aggregate of all payments previously made or charged to Subcontractor.

(c) As soon as practicable after completion of all work hereunder, final inspection and tests shall be made by Contractor and Owner. When such inspection and tests prove satisfactory, the work shall be accepted and the amount then remaining due to Subcontractor shall be paid; provided, that Subcontractor shall have furnished Contractor and Owner with a release of all claims against Contractor and Owner arising under or by virtue of this Subcontract, other than such claims, if any, as may with the consent of Contractor and Owner be specifically excepted by Subcontractor from the operation of the release in stated amounts to be set forth therein.

(d) Payments otherwise due may be withheld by Contractor on account of defective work not remedied, claims filed, or reasonable evidence indicating probability of filing of claims, failure of Subcontractor to make payments properly to subcontractors or for material or labor, or a reasonable doubt that the subcontract can be completed for the balance then unpaid. If the foregoing causes are removed, the withheld payments shall promptly be made. If the said causes are not removed on written notice, Contractor may rectify the same at Subcontractor's expense. Should any valid indebtedness arise after final payment is made, the Subcontractor shall reimburse the Contractor for any amount that it may pay in discharging any lien thereon on any claim affecting title to the work or Owner's property.

19. **UNEMPLOYMENT INSURANCE AND TAXES:** Subcontractor shall accept full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, old age retirement benefits and life pensions and annuities which may now or hereafter be imposed by the United States or any state, whether measured by the wages, salaries or remuneration paid to persons employed by Subcontractor or otherwise, for the work required to be performed hereunder. Subcontractor shall comply with all Federal and State laws on such subjects, and all rules and regulations promulgated hereunder, and shall maintain suitable forms, books, and records and save Contractor harmless from the payment of any and all such taxes and contributions, or penalties. Subcontractor shall likewise pay any and all taxes, excises, assessments or other charges levied by any governmental authority on or because of the work to be done hereunder, or any equipment, supplies or materials used in the performance thereof.

20. **TAKING OVER PERFORMANCE—TERMINATION OF CONTRACT:**

(a) Should Subcontractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality or quantity, or fail in any respect to prosecute the Work or any separable portion thereof with promptness and diligence, or fail in the performance of any of the agreements on its part contained herein, or become insolvent, Contractor may, after forty-eight (48) hours' written notice to Subcontractor, provide any such labor or materials and deduct the cost thereof from any money due or thereafter to become due Subcontractor under this Subcontract; and Contractor may also terminate Subcontractor's right to proceed with the Work or such part of the Work as to which such defaults have occurred. In the event of such termination, Contractor may enter upon the premises and, for the purpose of completing the Work, take possession of all materials, equipment, tools, and appliances thereon belonging to or under the control of Subcontractor and may finish the Work by whatever method it may deem expedient including the hiring of another contractor or contractors under such form of contract as Contractor may deem advisable. In such case Subcontractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the amount to be paid on this Subcontract shall exceed the expense of finishing the Work, compensation for additional managerial and administrative services and such other costs and damages as Contractor may suffer, such excess shall be paid to Subcontractor. If such expense, compensation, costs, and damages shall exceed such unpaid balance, Subcontractor and its sureties, if any, shall be liable for and shall pay the difference to Contractor. Failure of Contractor to exercise any of the rights given it under this paragraph shall not excuse Subcontractor from compliance with the provisions of this Subcontract nor prejudice rights of Contractor to recover damages for such default.

(b) Should the Principal Contract terminate or be cancelled, pursuant to the terms thereof, or should conditions arise which, in the opinion of Contractor, make it advisable to cease work under this Subcontract, Contractor may terminate this Subcontract by written notice to Subcontractor. Such termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims which Contractor or Owner may have against Subcontractor.

(i) On receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and placing of orders for materials, facilities and supplies in connection with the performance of this Subcontract, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect material, plant, and equipment on the work or in transit thereto.

(ii) Upon such termination it is agreed:

(a') That the obligations of this Subcontract shall continue as to work already performed and as to bona fide obligations assumed by Subcontractor prior to date of cancellation or termination.

(b') That the Subcontractor shall be entitled only to pro rata compensation for the portion of the subcontract already performed, including material for which it has made firm contracts, it being understood that Contractor shall be entitled to that material.

21. **LAWS AND REGULATIONS:** Subcontractor, its employees and representatives, shall at all times comply with any applicable laws, ordinances, statutes, rules and regulations, Federal, State, County and municipal, particularly those relating to wages, hours and working conditions. Subcontractor shall procure and pay for all permits and inspections required by any governmental authority for any part of the work and shall furnish any bonds, security or deposits required to permit performance of the work.

22. **NOTICES:** Any notices hereunder may be served personally on the Superintendent of either party at the job site or may be served by registered mail direct to the address shown on the face hereof.

23. **ARBITRATION:** In case of any dispute between the parties as to the interpretation of this agreement or the performance of the same, either party may demand that the dispute be submitted to arbitration. The demand shall be in writing, shall be served on the other party and shall specify the arbitrator chosen by the party making the demand. Within seven (7) days after receipt of the demand, the other party shall appoint an arbitrator, by written notice served on the party making the demand. The two arbitrators so chosen shall select a third arbitrator. The decision of any two arbitrators shall be binding and conclusive, shall be in writing and shall be a condition precedent to any right of legal action. In no case shall submission of a matter to arbitration be a cause for delay or discontinuance of any part of the work. Each party shall bear the expense of its own arbitrator and the expense of the third arbitrator and other costs of the arbitration shall be divided equally between the parties.

24. **NON-ASSIGNMENT:** Subcontractor shall not sublet or assign the work, or any part thereof, nor any moneys to become due hereunder, without first obtaining written consent of Contractor.

25. **SUBCONTRACT INCLUDES ENTIRE AGREEMENT:** This Subcontract embodies the entire agreement between Contractor and Subcontractor. Subcontractor represents that in entering into this Subcontract it does not rely on any previous oral or implied representation, inducement or understanding of any kind or nature.

26. This is a general form of Subcontract designed for use in any State or Territory of the United States of America or in foreign countries where Contractor is performing work and any provisions herein which in any wise contravene the laws of any such State, territory or foreign country shall not be deemed a part of this Subcontract therein.

003004

BECHTEL CORPORATION
CHANGE ORDER

Date: April 3, 1958

Name: Johns-Manville Sales Corporation

Address: P. O. Box 1199
San Antonio, Texas

Owner: Reynolds Metals Company

Job: 2473

Subcontract No. SF-16

Change Order No. 6

Description of Change

This change order is issued to establish the final invoiced total for work performed under this subcontract, as follows:

1. For work performed under the subcontract, and change orders No. 1 through 5, Contractor will pay Subcontractor the total amount of \$321,560.21.
2. For work performed in accordance with the instructions of Contractor's construction superintendent and Extra Work Authorizations No. 1 through 123, Contractor will pay Subcontractor the sum of \$8,901.46.

The final invoiced total under this subcontract and the maximum amount to be paid under this subcontract is revised to \$330,461.67.

All other terms and conditions of this subcontract remain unchanged.

APPROVED: Reynolds Metals Company

BY: _____

Reason for Change

To provide for payment of Extra Work Authorizations and to establish the total amount to be paid under Subcontract 2473-SF-16.

Estimated Amount of Change

Extra \$ As Above Credit \$ -

Authorized By L. T. Tuttle

Approved By _____

BECHTEL CORPORATION
JOHNS-MANVILLE SALES CORPORATION

Approved By X _____

SUBCONTRACTOR

003005

BECHTEL CORPORATION
CHANGE ORDER

Date: June 20, 1957
Name: Johns-Manville Sales Corporation
Address: P.O. Box 1199
San Antonio 6, Texas

Owner: Reynolds Metals Company
Job: 2473
Subcontract No. SF-16
Change Order No. 1

Description of Change

For providing all labor, tools, equipment, services, supervision and materials necessary to furnish and install insulation on Vessel 24-T-9 and Fans 50TF-21 and 50TF-22 and to furnish and install 6-ounce canvas jacketing over insulation inside Power House, Facility 110, at the subject job, in accordance with the instructions of Contractor's construction superintendent and Specification 2473-SP3-1003, Revision 3, Contractor will pay Subcontractor as follows:

- (a) 24-T-9, 1½" thick Thermobestos blocks, at the rate of \$1.30 per square foot;
- (b) 50-TF-21, 50-TF-22, 1½" thick Thermobestos blocks, at the rate of \$1.57 per square foot;
- (c) Piping - 6 oz. canvas jacket, posted on, in lieu of double-coated flexstone:

See Page 2

All other terms and conditions of this subcontract remain unchanged.

APPROVED: REYNOLDS METALS COMPANY

BY: _____

Reason for Change

To provide for added and revised work not within the scope of subcontract 2473-SF-16.

Estimated Amount of Change

Extra \$ As above Credit \$ - 0 - Approved By _____
BECHTEL CORPORATION
JOHNS-MANVILLE SALES CORPORATION
Authorized By L. T. Tuttle Approved By X
SUBCONTRACTOR

003006

Subcontract 2473-SF-16
Change Order No. 1
June 20, 1957

Page 2

Unit Prices with 6 oz. Canvas Jacket

Pipe Size	THICKNESS					
	1"	1½"	2"	2½"	3"D.L.	3½" D.L.
1/2"	\$.79	\$1.05	\$1.36	\$1.91	\$2.22	\$2.51
3/4"	.81	1.09	1.42	2.04	2.31	2.70
1"	.85	1.13	1.47	2.11	2.38	2.77
1-1/2"	.93	1.22	1.60	2.30	2.55	3.01
2"	1.01	1.28	1.67	2.41	2.67	3.11
3"	1.12	1.44	1.86	2.63	2.99	3.45
4"	1.38	1.66	2.16	3.18	3.36	3.91
6"	1.72	2.01	2.65	3.67	3.95	4.63
8"		2.36	3.05	4.70	4.85	5.37
10"		2.77	3.59	5.44	5.36	6.26
12"		3.10	4.02	5.98	6.03	7.00
14"		3.79	4.77	6.72	6.95	7.55
16"		4.33	5.30	7.40	7.47	8.64
18"		4.63	5.66	8.23	8.55	9.53
20"		4.97	6.15	8.93	9.27	10.36
24"		5.52	6.77	9.99	10.46	11.65

003007

BECHTEL CORPORATION
CHANGE ORDER

Date: June 20, 1957
Name: Johns-Manville Sales Corporation
Address: P.O. Box 1199
San Antonio 6, Texas

Owner: Reynolds Metals Company
Job: 2473
Subcontract No. SF-16
Change Order No. 2

Description of Change

For providing all labor, tools, equipment, services and supervision necessary to install insulation on one (1) new General Electric turbine in Facility 110, at the subject job, in accordance with the instructions of Contractor's construction superintendent, Contractor will pay Subcontractor the sum of \$1,340.00.

Contractor will furnish material for this work.

All other terms and conditions of this subcontract remain unchanged.

APPROVED: REYNOLDS METALS COMPANY

BY: _____

Reason for Change

To provide for added work not within the scope of subcontract 2473-SF-16.

Estimated Amount of Change

Extra \$ 1,340.00 Credit \$ - 0 -

Approved By _____

BECHTEL CORPORATION
JOHNS-MANVILLE SALES CORPORATION

Authorized By L. T. Tuttle

Approved By x

SUBCONTRACTOR

003008

BECHTEL CORPORATION

CHANGE ORDER

Owner: Reynolds Metals Company

Date: July 9, 1957

Job: 2473

Name: Johns-Manville Sales Corporation

Subcontract No. SF-16

Address: P. O. Box 1109

Change Order No. 3

San Antonio, Texas

Description of Change

Item IV of the Schedule For Payment attached to this subcontract is hereby revised to read as follows:

The estimated total maximum value of this subcontract is \$240,000.00. Invoices totaling in excess of this estimated amount will not be paid unless so authorized by a change order to this subcontract. Paragraphs 4 and 5 of the General Terms and Conditions attached to this subcontract shall have full force and effect.

APPROVED: REYNOLDS METALS COMPANY

BY: _____

Reason for Change

To provide for an increase in the estimated total value of Subcontract 2473-SF-16.

Estimated Amount of Change

Extra \$ 100,000.00 Credit \$ ---- Approved By _____

BECHTEL CORPORATION

JOHNS-MANVILLE SALES CORPORATION

Authorized By L. T. Tuttle Approved By X

SUBCONTRACTOR

003009

BECHTEL CORPORATION

CHANGE ORDER

Owner: Reynolds Metals Company

Date: November 14, 1957

Job: 2473

Name: Johns-Manville Sales Corporation

Subcontract No. SF-16

Address: P. O. Box 1199

Change Order No. 4

San Antonio, Texas

Description of Change

1. For providing all labor, tools, equipment, services, supervision and materials necessary to furnish and install insulation on additional piping, at the subject job, in accordance with Specification 2473-SP3-1003, Contractor will pay Subcontractor as follows:

Pipe Size	Unit Price
22"	\$5.16 per lineal foot
28", 30", 42"	1.15 per square foot

2. Item IV of the Schedule for Payment attached to this subcontract is hereby revised to read as follows:

"The estimated total maximum value of this subcontract is \$325,000.00. Invoices totaling in excess of this estimated amount will not be paid unless so authorized by a change order to this subcontract. Paragraphs 4 and 5 of the General Terms and Conditions attached to this subcontract shall have full force and effect."

Approved: REYNOLDS METALS COMPANY

By : _____

Reason for Change

To provide for added work and an increase in the estimated total value of subcontract 2473-SF-16.

Estimated Amount of Change

Extra \$ 85,000.00 est. Credit \$ - Approved By _____

BECHTEL CORPORATION

JOHNS-MANVILLE SALES CORPORATION

Authorized By L. T. Tuttle

Approved By X

SUBCONTRACTOR

003010

BECHTEL CORPORATION
CHANGE ORDER

Date: November 21, 1957

Name: Johns-Manville Sales Corporation

Address: Post Office Box 1199

San Antonio, Texas

Owner: Reynolds Metals Company

Job: 2473

Subcontract No. SF-16

Change Order No. 5

Description of Change

For providing all labor, tools, equipment and material necessary to furnish and install insulation on steam-traced instrument piping, using:

A layer of 1/8" thick asbestos paper between steam and instrument piping, secured with tape or wire, and a layer of J-M Aerolag Duct Insulation, 1" thick, 1# density wrapped around both pipes and stapled in place and finished with J-M Flexstone (finishing bends and terminus ends with Glasfab and Insulkote).

Contractor will pay Subcontractor the unit price of \$1.52 per lineal foot.

Where several lines are together or too close to insulate separately, they shall be insulated together. For such combined insulation, Contractor will pay Subcontractor 75% X \$1.52 X number of lines in the run.

All other terms and conditions of this subcontract remain unchanged.

APPROVED: REYNOLDS METALS COMPANY

By : _____

Reason for Change

To provide for added work not within the scope of Subcontract 2473-SF-16.

Estimated Amount of Change

Extra \$ As Above Credit \$ -

Approved By _____

BECHTEL CORPORATION
JOHNS-MANVILLE SALES CORPORATION

Authorized By L. T. Tuttle

Approved By X

SUBCONTRACTOR

003011