PLAINTIFF'S EXHIBIT

ETCO-805

Form BR1X-61 3/72
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BROWN & ROOT, INC.

SUBCONTRACT

JMF/bc

Job Number 27-4060 (5)

Subcontract No. 27-4060-124

THIS AGREEMENT, made this 19th day of October, 19 72 by and between BROWN & ROOT, INC., a Texas Corporation, 4100 Clinton Drive, Houston, Texas, (P. O. Box 3; 77001) hereinafter called the "General Contractor", and Sadler Industrial Services

P. O. Box 657 Telephone: (713) 482-3515
(Name, Street Address and Telephone Number)

a _____ with principal offices at
(Give State of incorporation and whether a corporation, partnership, or proprietorship)

Lake Jackson, State of Texas 77566

hereinafter called the "Subcontractor", WITNESSETH

WHEREAS, General Contractor has entered into a general contract with

Ethyl Corporation, hereinafter
(Name of Owner)

called the "Owner", for the construction of Expansion and modifications to present facilities - Insulation Project 77491
(Nature of construction under General Contract)

at Pasadena, Texas
(City) (State)

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

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

I. SPECIAL CONDITIONS

1. The Sublet Work consists of: Furnishing all labor, materials, scaffolds, tools, equipment, supervision and other things as required to install insulation on towers, vessels, piping, and steam tracing loops as per Ethyl Corporation Drawings and Specification SP-60-3, as further described in Paragraph 5(a) of Subcontract Special Provisions, and in accordance with General Contractor's Project Manager's instructions.

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2. The price for the Sublet Work shall be: a firm total lump sum amount of THIRTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS ($37,888.00) which includes all applicable taxes but excludes the reimbursable premium for the required $37,888.00 Payment and Performance Bonds. (Invoice premium fee separately).

Price Breakdown:

Piping	$21,000.00
Equipment	12,309.84
Piping Personnel Protection	1,424.16
Steam Loop Personnel Protection	500.00
Scaffolding	2,654.00
TOTAL	$37,888.00

3. The time of completion of the Sublet Work shall be as provided in paragraph 4 of the General Conditions but not later than December 16, 1972.

4. The payment and performance bonds provided for in the General Conditions must be delivered before any work is performed by Subcontractor hereunder and no payment becomes due Subcontractor until such delivery, unless delivery at this time is expressly waived. Immediate Delivery of Bonds are: Waived_____; Required X

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

Insulation material to be installed shall be Pabco Fiberco Corporation insulation materials, which are an approved equal to materials listed in Ethyl Specification SP-60-3, and Super Cal-Temp material for hot insulation.

(b)

Applicable Drawings:

Equipment Drawings	
Ethyl 33-11-107 Rev. 3	Union Pump - C-A-720343G108 - Item P-5102
" 33-11-125 Rev. 1	Goulds Pump - 104-622 - Item P-5104 A&B
" 33-11-126 Rev. 1	" - Item P-5121
" 43-16-101 Rev. 5	" - Item P-5111 A&B
" 43-16-105 Rev. 3	Brown Fintube - C-538-72-1 - Item E-5113
" 43-11-108 Rev. 1	" - C-538-72-2 - Item E-5141
" 43-13-109 Rev. 3	Southern HX Corp. SE-1354-3 - Item E-5124
" 43-13-110 Rev. 3	" SE-1356-4 - Item E-5104
" 43-11-117 Rev. 1	" SE-1355-4 - Item E-5121
" 43-16-120 Rev. 2	" " - Item E-5111

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I.5(b) (Cont'd.)

Subcontract No. 27-4060-124

Piping Drawings

41-51-101	Rev. 1	41-52-135	Rev. 0
41-51-102	Rev. 1	41-52-136	Rev. 1
41-51-103	Rev. 1	41-52-137	Rev. 0
41-51-104	Rev. 1	41-52-138	Rev. 0
41-51-105	Rev. 1	41-52-139	Rev. 1
41-51-106	Rev. 1	41-52-140	Rev. 1
41-51-107	Rev. 1	41-52-141	Rev. 0
41-51-108	Rev. 1	41-52-142	Rev. 0
43-51-109	Rev. 1	43-52-143	Rev. 0
43-51-110	Rev. 1		
43-51-111	Rev. 1	41-52-144	Rev. 1
43-51-112	Rev. 0	41-52-145	Rev. 1
43-51-113	Rev. 0		
43-51-114	Rev. 1	43-52-146	Rev. 1
43-51-115	Rev. 1	43-52-147	Rev. 0
41-51-117	Rev. 1		
41-51-118	Rev. 0		
41-51-119	Rev. 1		
41-51-120	Rev. 1		
41-51-121	Rev. 1		
43-51-122	Rev. 1		
43-51-123	Rev. 1		
43-51-124	Rev. 1		
43-51-125	Rev. 1		
43-51-126	Rev. 1		
43-51-127	Rev. 1		
43-51-128	Rev. 1		
43-51-129	Rev. 1		
43-51-130	Rev. 0		

(c)

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

(d)

All inquiries the Subcontractor may have concerning this Subcontract must be made through the General Contractor's Project Manager and not directly to the Owner.

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(e)

Subcontractor shall contact the General Contractor's Project Manager to schedule and coordinate this Subcontract.

(f)

Before commencing work and before this Subcontract becomes effective, the Subcontractor shall furnish the General Contractor with his Payment and Performance Bonds and Certificate of Insurance.

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II. GENERAL CONDITIONS

1. Subcontractor represents that he is familiar with the physical conditions and availability of labor and materials in the area of the Sublet Work and all other items affecting the performance of the Sublet Work.

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

3. General Contractor agrees to pay Subcontractor for the performance of the Sublet Work the amount specified in Paragraph 2 of Section I, and to make partial payments monthly to Subcontractor within fifteen (15) days after Subcontractor's invoices, approved by General Contractor's field representative, are received by General Contractor, except that General Contractor shall retain ten percent (10%) of the amount of each partial payment on the Sublet Work, until final completion of Subcontractor's work, and the balance shall be paid within thirty (30) days after final completion and acceptance of Subcontractor's work by Owner, upon a proper invoice submitted by Subcontractor accompanied by an affidavit that all bills for labor, materials, taxes, services and other costs of the Sublet Work have been paid and indemnifying General Contractor and Owner therefrom and a release by Subcontractor of any further claims against General Contractor and Owner. Payment of any partial payment may be withheld until Subcontractor furnishes satisfactory proof of payment of all bills for labor, materials, taxes, services and other expenses in connection with the Sublet Work, and that all claims for changes or extra work have been settled. Until final completion and delivery of the Sublet Work, to the extent required by applicable law, all funds paid to Subcontractor shall be held in Trust for application solely to payment of laborers, materialmen, fabricators, subcontractors and others furnishing elements of the Sublet Work. Subject to performance by General Contractor of its obligations hereunder, title to all materials, components, fabricated items, and work in process intended for the Sublet Work, and the beneficial interest in all purchase orders or subcontracts therefor, shall vest in Owner immediately upon delivery to the job site, or identification to this Subcontract, or commencement of fabrication in Subcontractor's or a supplier's shop, or award of a purchase order or subcontract; provided, that this provision shall not relieve Subcontractor of the absolute duty to complete and deliver the Sublet Work in good condition, and to comply with all other obligations hereunder. All payments hereunder may be made by General Contractor's affiliated company and all such payments shall be considered as payment hereunder.

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

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

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

7. Owner and General Contractor shall have the right to enter upon the site of the Sublet Work for the purposes of inspection, accounting, and performing such collateral work as Owner or General Contractor may desire. Subcontractor agrees to furnish all facilities deemed necessary by the General Contractor and Owner for the proper inspection of the Sublet

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Work and to account to the Owner and General Contractor for any materials furnished by Owner or General Contractor which are being handled by Subcontractor. Subcontractor agrees to carry out such tests as are required by the General Contractor to determine if the sublet work is being properly performed. Subcontractor shall protect the Sublet Work and bear and be liable for all loss or damage of any kind, including damage by the elements or otherwise to the Sublet Work or to materials or other items furnished by Owner, or General Contractor to Subcontractor, which may happen at any time prior to the time that Owner formally accepts the Sublet Work. Subcontractor shall warrant the Sublet Work to be free from defects in material and workmanship and agrees to make good at Subcontractor's own expense any such defects or any failure to perform satisfactorily, which are discovered within one (1) year from the time of acceptance by Owner of all the sublet work, or within one year from the time of commissioning by Owner of the Systems or Work to which the Sublet work relates, whichever is later. In the event of any such defects, Subcontractor agrees to consult promptly with General Contractor or Owner to arrive at a satisfactory procedure, which, if possible, will enable the work to be kept in operation pending the correction of such defects.

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

9. Subcontractor, notwithstanding the provisions of Paragraph 8, assumes all risks of loss or damage to Subcontractor's tools, equipment, or property from any cause, including the sole or concurring negligence of Owner, General Contractor, or any other Subcontractor performing work in connection with the work described in the General Contract. In the event General Contractor or Owner loans or furnishes tools or equipment to Subcontractor or permits Subcontractor aboard their vessels in connection with the Sublet Work, Subcontractor agrees (a) to make its own determination before commencing work that such vessels are seaworthy and such tools and equipment are adequate for the safe performance of the work by Subcontractor; (b) that such tools, equipment or vessel are loaned or furnished and accepted by Subcontractor without warranty or representation by General Contractor or Owner as to their condition; (c) to return such vessels, tools and equipment to General Contractor or Owner at the conclusion of such use in same condition as when received, ordinary wear and tear excepted; and (d) to indemnify and hold General Contractor and Owner harmless from all claims, demands, causes of action, damages and injuries from Subcontractor's use of said vessels, tools and equipment, including any claims, demands, causes of action, damages or injuries resulting from or alleged to result from the sole or concurring negligence of General Contractor, or Owner, or from the inadequacy or unseaworthiness of said vessels, tools and equipment for the performance of the Sublet Work. The assumption of risks and the indemnities in this paragraph 9 do not extend to the gross negligence or willful acts of the indemnitee.

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

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

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

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

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

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

16. Subcontractor shall carry and maintain throughout the life of this Subcontract, at its own expense, insurance in not less than the amounts and coverage herein specified, and shall furnish certificates of such insurance in duplicate to General Contractor before commencing work. Certificates shall bear statements of insurors to the effect that insurance shall not be cancelled, reduced, nor allowed to expire, except upon thirty (30) days written notice delivered to General Contractor by registered mail. In the event Subcontractor sublets any part of the Sublet Work, it shall be the duty of the Subcontractor to require that every such Subcontractor comply with the insurance and other requirements of this Subcontract. Insurance shall be placed with companies acceptable to General Contractor and Owner. Subrogation against General Contractor, Owner and other contractors performing work in connection with the work described in the General Contract is hereby waived by Subcontractor and the policies shall be endorsed accordingly. The minimum insurance shall be the following amounts and coverage:

a. Workmen's Compensation — Statutory
Employer's Liability — $100,000 per person/accident
(If marine operations are involved, endorsements shall include U. S. Longshoremen's and Harbor Worker's Compensation Act, Outer Continental Shelf Operations and, subject to minimum limits of $250,000 per person and $500,000 per accident, Amendments to Coverage B Endorsement-Maritime (including liability for disease and wages, maintenance and cure).

b. Comprehensive General Liability, including coverage for liability assumed under this Subcontract and completed operations:
Bodily Injury ..... $100,000 per person
$300,000 per occurrence
Property Damage ..... $100,000 per occurrence

c. Comprehensive Automobile Liability:
Bodily Injury ..... $100,000 per person
$300,000 per occurrence
Property Damage ..... $100,000 per occurrence

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d. If Marine vessels are involved:

Hull Insurance .....Full Value of Vessel
Protection and Indemnity Insurance .....Full Value of Vessel but not less than $500,000.

General Contractor and Owner shall be named as Assureds under such Hull and P&I, with respect to operations performed under this Subcontract.

e. Other:

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

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

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

20. Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work and shall conform to all safety practices and requirements of Owner or General Contractor. The Subcontractor warrants that any and all work performed and/or equipment delivered to General Contractor or Owner or its designee under this subcontract shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time and including all regulations adopted pursuant to such Act, and shall comply with all requirements of any applicable health or safety statute or regulation of any state or local government agency having jurisdiction in the location to which such equipment is to be shipped or such work is to be performed pursuant to this agreement. Subcontractor shall be solely responsible for compliance with all such laws or regulations without relying upon enforcement thereof by, or instruction of, Owner, Engineer or General Contractor and shall promptly report in full to General Contractor any safety or health inspections by governmental authorities.

21. The entire agreement between the parties with respect to the work on this project is expressed in this written Subcontract, and it is agreed that this Subcontract has not been based upon any oral representation, promises or statements of any one representing General Contractor or Owner, and that this agreement is therefore based entirely upon the written documents constituting this Subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It is further agreed that this agreement shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing and signed by both parties. In the event a Purchase Order, Work Order or other similar document is utilized in conjunction with this Subcontract, it is understood that any printed provisions of such other document have no application and that the printed provisions of this Subcontract form are controlling, but the typewritten or handwritten provisions of such other document shall constitute a part hereof and shall be construed with all of the printed, typewritten and handwritten provisions hereof. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under this agreement as if set forth in both.

22. Should there at any time appear to be variation, contradiction or want of agreement in description, dimensions or quantities of the Sublet Work, Subcontractor agrees to refer immediately the matter to the General Contractor for decision before proceeding with the Sublet Work in respect of which the said variation, contradiction or want of agreement exists.

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The true intention and meaning of the Subcontract shall imply that the Subcontractor will in all respects, supply, construct and complete the Sublet Work in a workmanlike manner fully satisfying the intended function of the sublet work to the satisfaction of General Contractor. All work which is manifestly necessary to carry out the intent of the drawings and specifications pertaining to the Sublet Work or which is customarily done in performing this type of work for the Owner or General Contractor shall be performed by the Subcontractor as a part of the Sublet Work.

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

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

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

26. Subcontractor agrees to indemnify and save General Contractor and Owner harmless from claims growing out of patent infringements or claims thereto pertaining to the use of any tools, construction equipment or construction processes or technique by Subcontractor in the performance of the Sublet Work.

27. Subcontractor undertakes, on behalf of itself, its related companies and its or their employees, contractors, suppliers and agents, not to disclose to any third party or utilize except in connection with the performance of the Sublet Work, without Owner's prior written consent, any details of "know-how" and specialist or technical information pertaining to the work (whether or not the property of Owner) which may come into its or their possession in the course of or in connection with the performance of the Sublet Work, provided, however, that the foregoing shall not apply to "know-how" and specialist or technical information which (i) was in the public domain prior to its or their receipt thereof in the course of or in connection with the performance of the Sublet Work or which subsequently becomes part of the public domain by publication or otherwise except by its or their wrongful act, (ii) was in its or their possession prior to its or their receipt thereof in the course of or in connection with the performance of the Sublet Work or (iii) are the same as information received by it or them from a third party having no obligation to Owner of secrecy with respect thereto.

28. All disputes, controversies or claims arising out of, relating to, or in connection with the Subcontract or the breach thereof, including, but not by way of limitation, any dispute as to the amount due Subcontractor by General Contractor, shall be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the American Arbitration Association by the arbitrators appointed in accordance with such Rules. The arbitration shall be held at a location at General Contractor's option. Judgment upon the award rendered may be entered in any Court having Jurisdiction or application may be made to such Court for a judicial acceptance of the award and an order of enforcement, as the case may be. This clause shall be construed under the laws of the sites of performance of the major portion of the Sublet Work.

29. Wherein any Certificate or Progress Payment invoice of which Subcontractor has received Payment there has been included the value of any unfixed materials, equipment or other items intended for or placed on the site of the work, such items shall become the property of Owner (for loss or damage to which Subcontractor shall be solely responsible) and such items shall not be removed except for use upon the Sublet Work without the written authority of the General Contractor. Moreover, construction plant and equipment brought onto the site for the purpose of performing the Sublet Work shall not be removed therefrom until completion of the Sublet Work without the written consent of the General Contractor.

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30. The Subcontractor shall be responsible for the correctness of the positions, levels and dimensions of the Sublet Work according to this Subcontract and the written instructions of the General Contractor, notwithstanding that the Subcontractor may have been assisted by the General Contractor or any other Contractor in setting out the same; and if at any time during the performance of the Sublet Work any error shall appear or arise therein, the Subcontractor shall, on being required to do so by the General Contractor, remove and change the Sublet Work to the satisfaction of General Contractor.

31. Except as otherwise expressly provided, this Subcontract shall be construed under the laws of the State of Texas.

32. This Subcontract consists of Pages 1, 2, 3, 3A, 4, 5, 6, 7, 8 and 9.

BROWN & ROOT, INC.
(General Contractor)

By: Donald R. Harbour
(Title) Director of Purchasing

Sadler Industrial Services
(Subcontractor)

By: Robert G. Sadler
(Title) President

APPROVED:

(Owner)

By:

(Title)

Date: