

Brown & Root, Inc.

P. O. Box 3, Houston, Texas 77001



SUBCONTRACT

PAGE 1 OF 3	EFFECTIVE DATE JUNE 7, 1979	REQUISITION NUMBER 27-14 4526	SUBCONTRACT NUMBER 27-4060-5031
BROWN & ROOT JOB NUMBER/ACCOUNTING CODE 27-4060 44161 - 9455003		PROJECT NAME ETHYL CORPORATION	
STATE CONTRACTOR'S LICENSE NUMBER (If Required) NOT APPLICABLE		STATE NOT APPLICABLE	DATE OF ISSUE NOT APPLICABLE

SUBCONTRACTORY

03866134
CONSTRUCTION SERVICES, INC.
P.O. BOX 96407
HOUSTON, TEXAS 77013

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 furnish, deliver and install insulation for HA-3 Area for Job 44161 at the Ethyl Corporation Plant located in Pasadena, Texas.
- 1.2 More specifically, the Subcontractor agrees to perform the Sublet Work which consists of furnishing all labor, materials, tools, equipment, scaffolding, supervision, taxes, insurance and all other things necessary to furnish, deliver and install insulation on Job 44161 at the above described location, all of which work shall be performed in accordance with and pursuant to the drawings and specifications listed in Subcontract Term No. 2 hereunder.
- 1.3 Subcontractor shall perform all work described herein in accordance with the directions 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 the Ethyl Corporation drawings, and specifications therein contained or related thereto, listed below, all of which documents are hereby made a part of this Subcontract by reference. The Scope of the Sublet Work is described in said documents and must be performed in accordance therewith.

- 2.1 Drawings
ED-30535
ED-30536
ED-30537
- 2.2 Specification No. SP-92-1 dated April, 1978.
Ethyl Corp. Eng. Dept. Spec. for Hot Insulation

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>David C. Dand...</i>	DATE SIGNED 8/6/79	SIGNATURE <i>...</i>	DATE SIGNED ...

P-21 (03-79)

3. TIME OF PERFORMANCE

- 3.1 Subcontractor shall perform the Sublet Work in accordance with the schedule of the General Contractor's Project Manager or his duly authorized representative. The current construction schedule is shown hereunder in Subcontract Term 3.2.
- 3.2 Subcontractor shall commence with all activities related to performance of the Sublet Work as of the effective date of this Subcontract. That portion of the Sublet Work which is to be performed by the Subcontractor at the jobsite shall commence on or about June 8, 1979 and all aspects of the Sublet Work shall be completed on or about June 15, 1979.
- 3.3 Subcontractor shall maintain contact with the General Contractor's Project Manager for the purpose of scheduling and coordinating this Subcontract.

4. SUBCONTRACT PRICE

General Contractor agrees to pay Subcontractor for complete, satisfactory and timely performance of the Sublet Work in accordance with all provisions of the Subcontract Documents the following firm lump sum price, which includes all applicable sales/use taxes:

FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100
(Words)

\$ 4,150.00
(Figures)

5. PAYMENT AND PERFORMANCE BONDS

As of the effective date of this Subcontract, there is no requirement to furnish separate 100% Payment and Performance Bonds. However, at General Contractor's option, this requirement may at any time be reinstated in accordance with the provisions of General Condition 19 herein. Subcontractor shall be reimbursed the bond premium, as shown on Surety invoice, for said bonds.

6. 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 32. Subcontractor shall execute and return one copy with his final invoice to the address shown in Subcontract Term No. 8.

7. PAYMENT

The following paragraph supplements Paragraph Number 32 of the General Conditions.

7. PAYMENT (Continued)

Subcontractor shall be paid the full amount shown in Subcontract Term No. 4 within thirty (30) days from receipt of invoice, upon final completion and acceptance of the Sublet Work by General Contractor, and when the affidavit called for in Subcontract Term No. 6 has been properly executed and received at the address shown in Subcontract Term No. 8.

8. INVOICES

Subcontractor shall render all invoices to the following address:

Brown & Root, Inc.
209 N. Main St.
Pasadena, Texas 77506

Attn: Johnny Morrow

In order for Invoices to be properly processed, Subcontractor shall execute this Subcontract and retain the copy marked "Subcontractor Copy" for his files. All other copies are to be signed and returned to General Contractor at the exact address shown in S/C Term No. 9 no later than August 14, 1979.

9. INSURANCE

Subcontractor shall forward his Certificate of Insurance stating the names of its Insurance Carriers and certifying that its insurance coverages meet the requirements set forth in General Condition No. 21 herein to the following address:

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

Attn: David R. Knox
(01-129G)

10. 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.