

GENERAL CONTRACT NO. 1227

THIS MEMORANDUM OF AGREEMENT this day made and entered into by and between Humble Oil & Refining Company, a Texas corporation domiciled in Harris County, Texas, hereinafter referred to as Humble, and Brown & Root, Inc., of Harris County, Texas, hereinafter referred to as Contractor (in neuter gender),

W I T N E S S E T H

WHEREAS, Humble, in the operation and maintenance of its Baytown Refinery, Baytown, Texas, has occasion to have performed certain classifications of work; and,

WHEREAS, Contractor is fully equipped and competent to perform in an expeditious, competent and workmanlike manner the various classifications of work that may be required by Humble, therefore, in consideration of the mutual covenants herein contained and of the payments hereinafter provided to be made by Humble to Contractor, the parties hereto agree as follows:

1. Contractor agrees, within twenty-four (24) hours after the receipt of Letter of Authorization, hereinafter referred to, to begin and press with due diligence until completion in a careful and workmanlike manner with the necessary labor, materials, tools, equipment, machinery and superintendence, furnished and maintained by Contractor at its own cost and expense, except as may be otherwise provided in said Letter of Authorization, the performance of one or more of the classifications of work, briefly described as follows:

- (a) The construction of concrete foundations.
- (b) Excavation for pipe lines, sewers, cooling tower basins, equipment foundations, firewalls, tank foundations, etc.
- (c) Pile driving work.
- (d) Dismantling of concrete foundations, structural steel buildings and tanks, and pipe lines.
- (e) Unloading of tank steel from cars and hauling same to job-site.
- (f) Dredging of separators and effluent ditches.
- (g) Erection of equipment.
- (h) Laying of oil, steam, air and water lines, including corrosion protection.

- (i) Laying of sewers.
- (j) Building of manholes.
- (k) Building of fences.
- (l) Erection of small wooden structures.
- (m) Building of roads, streets, curbs.
- (n) Building culverts.
- (o) Grading of roads.
- (p) Clearing of brush and trees.
- (q) Laying of railroad trackage.
- (r) Electrical work.

3. As consideration for the satisfactory performance and completion of the various classifications of work which Contractor may be called upon to perform hereunder, Humble agrees, according to the further provisions hereof, to pay Contractor such sum or sums of money as may be specified in above referred to Letter of Authorization.

SERVICES TO BE FURNISHED
BY HUMBLE.

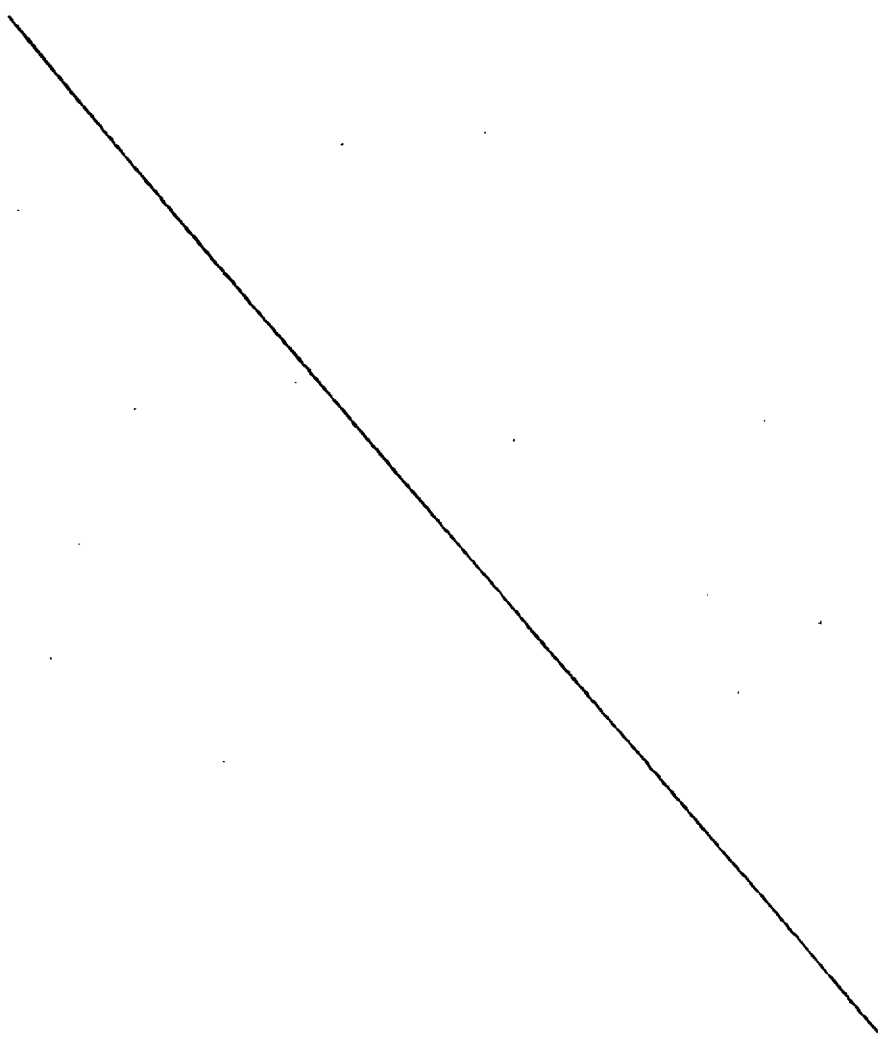
Services or materials to be furnished by Humble shall, in each individual case, be set out in said Letter of Authorization.

PROCEDURE FOR REQUESTING
WORK TO BE PERFORMED UNDER
THE TERMS OF THIS GENERAL CONTRACT

Whenever it is desired to have Contractor perform any one or more of the Classifications of work provided for hereunder, Humble shall furnish Contractor with a Letter of Authorization, which Letter shall state that Contractor is authorized to proceed, for example, with the construction of certain concrete foundations, followed by complete specifications and procedure, together with consideration to be paid Contractor therefor.

EFFECTIVE PERIOD

This contract shall remain in full force and effect for a period of one year from date hereof, and thereafter from year to year; provided, however, that the same may be terminated at any time by either party by its giving Thirty(30) days' written notice to the other party of its intention so to terminate the same. Such termination, however, shall not relieve Contractor of its obligation to complete any work which may be in progress at the time when such notice of termination is given.



~~3. As consideration for the full performance of this contract by Contractor, Humble agrees to pay Contractor the sum of \$ _____, according to the further provisions hereof.~~

SAFETY

Contractor shall observe all refinery safety rules and precautions. It is agreed that Contractor assumes all risks and dangers incident to its being upon the premises in the performance of the work hereunder.

RESTRICTIONS, LIGHTS, FIRES, ETC.

Contractor shall provide proper night lights and watchman, and shall be responsible for and in direct control of the use of any and all lights, torches, or other fires of any description used directly or indirectly in the prosecution of this contract.

INJURIES RESULTING FROM USE OF UTILITIES

In the event Humble furnishes Contractor with utilities, such as electricity, gas or compressed air, whether as stipulated hereunder or at the special request of Contractor, it is especially agreed that Contractor assumes all liability that may arise from use of utilities after delivery thereof is made to Contractor, except damage to Humble's property resulting from fire and explosion with respect to which Contractor shall not be responsible or liable. With the aforesaid exception Contractor hereby undertakes to protect and hold Humble harmless from and against any and all claims or demands for injury or damages, including death, that may result from Contractor's negligence in receiving or using such utilities.

INSPECTION

Although it is intended that Contract shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, Humble reserves the right to have an inspector on the job. Any material which is considered unsatisfactory shall be removed from the job and replaced at Contractor's expense. Contractor shall supervise and inspect all work during the process of fabrication and erection. Neither inspection, waiving of inspection, nor acceptance by Humble shall relieve Contractor of its obligation to furnish all materials and workmanship in accordance with specifications.

3. It is understood and agreed that all work so done by Contractor shall meet with the approval of Humble's engineers or inspectors but that the detailed manner and method of doing same shall be under the control of Contractor, Humble being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. In this connection, Contractor agrees to protect its employees by carrying workmen's compensation insurance in compliance with the Texas Employers' Liability Act and all amendments thereto, and to carry public liability insurance in amounts satisfactory to Humble as follows:

(a) Workmen's Compensation Insurance in accordance with the Texas Employers Liability Act and all amendments hereto, covering injury to Contractor's employees.

(b) Public Liability Insurance in the amount of \$20,000/40,000 and Contractor's Protective Liability Insurance if necessary, to cover persons other than Contractor's employees.

(c) Property damage Insurance and such other insurance as may be required to cover Contractor's Liability and responsibility.

(d) Public Liability Insurance in the amount of \$20,000/40,000 and Property Damage Insurance in the amount of \$5,000/25,000 arising out of the maintenance, use and operation of automobiles and trucks.

(e) Non-Ownership Public Liability Insurance in the amount of \$20,000/40,000 and Property Damage Insurance in the amount of \$5,000/25,000 arising out of the maintenance, use and operation of automobiles owned by Contractor's employees but used in connection with their work.

Contractor shall produce evidence satisfactory to Humble that all insurance required hereunder is in force and carried in companies authorized to do business in Texas, and will not be cancelled while the work herein specified is in progress without prior reasonable notice to Humble. Should the Contractor at any time neglect or refuse to provide, or should cancel insurance required hereunder, Humble shall have the right to procure the same, charging cost of same to Contractor and deducting same from the consideration to be paid hereunder.

Contractor further agrees to protect, indemnify and save Humble harmless from and against all claims, demands and causes of action of every kind and character arising in favor of Contractor's employees or third parties on account of personal injuries or damages to property occurring in anywise incident to or in

connection with or arising out of the work performed for Humble under the terms hereof, or in any way resulting from the wilful or negligent acts or omissions of Contractor's agent, employees or representatives.

4. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder for Humble as herein contemplated, and to permit no liens of any kind to be fixed upon or against the property of Humble by its laborers, mechanics or materialmen, and agrees to indemnify, protect and save Humble harmless from and against all such claims and liens.

5. Contractor agrees that if, in the opinion of Humble, Contractor should fail, at any time during the performance hereof, to provide the necessary crews, tools and equipment for the prompt performance of the work herein contracted for, or should breach this contract in whole or in part or fail to use due diligence in the performance thereof, or should not be performing the contract in the manner herein provided, Humble may, at its election, take over and perform, for its own account, all or any part of the work then remaining unperformed. In the event Humble should exercise such right, it shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Humble and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Humble, ordinary wear and tear excepted. Should Humble take over the completion of said job, it shall pay Contractor for the work then completed, subject to the later provisions hereof, unless under the provision of paragraph 2 above the compensation for the completed work cannot be readily determined, in which latter event Humble shall pay Contractor the full contract price less all costs and expenses incurred by it in the completion of the work.

6. Contractor agrees that upon the completion of the work herein contracted for it will furnish Humble with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Humble to Contractor, subject, however, to the right in Humble to withhold payments in accordance with the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto or other

provisions of law applicable. It is agreed that upon request of Contractor and upon showing to the satisfaction of Humble that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, Humble, in the event it considered it safe to do so, will advance at approximately fifteen (15) day intervals up to eighty-five per cent (85%) of the amount due for work then completed, based upon estimates by Humble's engineers or inspectors, in which event the balance will be paid upon completion of the work and compliance with the terms and provisions hereof.

7. In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which may have been executed by or passed between the parties hereto in connection with the subject matter hereof, and which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

8. In performing its obligations hereunder, Contractor shall comply with the Fair Labor Standards Act of 1938 and all other applicable laws and with all applicable orders, rules and regulations of constituted authority.

9. Contractor agrees to reimburse Humble on demand at Houston, Texas, for all taxes or governmental charges, State or Federal, which Humble may be required or deem it necessary to pay on account of employees of Contractor, and to furnish Humble with information required to enable it to make the necessary reports and to pay such taxes or charges; and at its election, Humble is authorized to deduct all sums so paid for taxes and governmental charges from such amounts as may be or become due or owing to Contractor hereunder.

10.. It is also understood and agreed that upon request of Humble, Contractor shall immediately furnish to Humble the following information and data with respect to all of its employees, contractors and subcontractors and their employees, and all others engaged or to be engaged in the work or preparation for the work on Humble property involved in this agreement: (a) a list containing all of their names and addresses; (b) photographs and finger prints of all such employees and subcontractors; (c) the place and date of birth of such subcontractors and employees and whether they are citizens of the United States or aliens. Furthermore, at the request of Humble, each such employee or subcontractor, shall be required by Contractor to carry identification cards, different in color, but similar in

other respects to the identification cards required of Humble's own employees. Humble has the right to refuse admission to its premises and to require Contractor to remove or cause to be removed from all such work, such of said persons as Humble may designate, and to require that such persons shall not be engaged or employed on any of said work; and thereafter Contractor shall not permit any of those so designated to enter Humble's plant or premises or have any connection, direct or indirect, with the work involved in this agreement. Contractor's failure or refusal to comply promptly and fully with the foregoing requirements shall entitle Humble forthwith to terminate this agreement and to hold Contractor responsible for all extra costs and expense to which Humble may be put or which may grow out of the foregoing and in finishing the work covered by this agreement. No extension of time shall be allowed for delays under this paragraph.

IN TESTIMONY WHEREOF, witness the signatures of the parties in duplicate
this the 5th day of March, 19 42.

ATTEST

[Signature]
Secretary

HUMBLE OIL AND REFINING COMPANY

BY [Signature]
Humble Vice President

BROWN & ROOT, INC.

BY [Signature]
Contractor vice President

[Signature]
Secretary

[Handwritten initials]

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared L. J. BAYBOW
~~WILLIAM R. BAKER~~ known to me to be the person whose name is subscribed to the
foregoing instrument as Vice President of ~~Humble Oil & Refining Company~~, and acknowledged to me that
he executed the same for the purposes and consideration herein expressed, in the capacity
stated and as the act and deed of said Humble Oil & Refining Company.

Given under my hand and seal of office, this the 12th day of March,
A. D. 1942.

H. A. Pennington
Notary Public in and for Harris County, Texas.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Albert Thomas
~~W. T. BAKER~~ known to me to be the person whose name is subscribed to the
foregoing instrument as Vice President of Brown & Root, Inc.
and acknowledged to me that he executed the same for the purposes and consideration therein
expressed, in the capacity stated and as the act and deed of said Brown & Root, Inc.

Given under my hand and seal of office, this the 5 day of March,
A. D. 1942.

Good Burkhardt
Notary Public in and for Harris County, Texas.

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____,
A. D. 19____.

Notary Public in and for _____ County.

HUMBLE OIL & REFINING COMPANY

HOUSTON 1, TEXAS

October 20, 1955

E. F. VOSS,
CHIEF REFINERY ENGINEER

GENERAL CONTRACT NO. 1227

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

Gentlemen:

Reference is made to above mentioned General Contract between your Company and Humble Oil & Refining Company covering the performance of certain work at our Baytown Refinery, and to our letter of July 6, 1945, authorizing Mr. W. P. Willis, Mechanical Superintendent or Mr. H. F. Hartman, Head of the Engineering Division, Baytown Refinery, to execute on behalf of Humble such Letters of Authority as may be issued under said General Contract.

It is now desired to cancel, and there is hereby cancelled, the Authorizations contained in said letter, and to amend said General Contract, and the same is hereby amended, by adding to the Paragraph entitled "PROCEDURE FOR REQUESTING WORK TO BE PERFORMED UNDER THE TERMS OF THIS GENERAL CONTRACT" the following provision:

"Such Letters of Authority shall be executed on behalf of Humble either by the Mechanical Superintendent, Baytown Refinery, or by Head of Engineering Division; provided, however, that Letters of Authority involving a consideration of \$15,000 and above shall be executed on behalf of Humble by a Vice President thereof."

In all other respects said General Contract is continued in full force and effect.

If the foregoing meets with your approval, please execute all copies hereof, retaining one copy for your files, returning the other copies to this Office.

HUMBLE OIL & REFINING COMPANY

By *Woss*
Chief Refinery Engineer

ACCEPTED & AGREED TO:

Brown & Root, Inc.
By *L. H. Hart*
vr
(Title)



Root, Inc. File # 341