

AGREEMENT

Charge: 02534

Contract: LFJH12910PC0650

This Contract (hereinafter referred to as "CONTRACT") is entered into this 7 day of MAY 1984, by and between Exxon Company, U.S.A., a division of Exxon Corporation (hereinafter referred to as "EXXON") and BROWN & ROOT INCORPORATED (hereinafter referred to as "CONTRACTOR") having an office located at BAYTOWN, TEXAS.

The CONTRACT shall consist of this Agreement, the Exhibits and Specifications named herein; any Change Orders authorized pursuant to Article 13, "Changes"; and any cost-plus or time-and-material change work billable in accordance with Article 2, "Contract Price and Payment."

WITNESSETH: That in consideration of the covenants and agreements set out herein and the payments provided for herein EXXON and CONTRACTOR agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR agrees to begin immediately and press with due diligence until completion in a careful and workmanlike manner, with the necessary labor, supervision, tools, equipment, and materials, furnished and maintained by CONTRACTOR at its own cost and expense except as hereinafter provided, certain work (hereinafter referred to as "WORK") briefly described as follows:

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Specifications	Removal of Sludge from Separator 3M	March 30, 1984
Exhibit "G"	Respirator Fit Policy and Application Contractor Responsibilities	July 19, 1982

- CONTRACTOR agrees to begin work immediately upon award of CONTRACT and will make every effort to complete the WORK on or before June 14, 1984.

2. CONTRACT PRICE AND PAYMENT

- A. For satisfactory performance of WORK by CONTRACTOR, EXXON will, subject to the provisions of Article 9, "Performance--Completion and Acceptance," pay CONTRACTOR in accordance with the following terms:
- (1) A unit price of FIVE AND 72/100 DOLLARS (\$5.72) per cubic yard.

EXX 006564

- (2) The price shall be adjusted only for changes. In the event of a change of scope from that covered by the above lump-sum amount, if authorized by EXXON, such change may at EXXON's option require a price adjustment authorized by a lump-sum Contract Change Order as set forth in Article 13, "Changes," or may be authorized by Contract Change Order or Field Change Authorization on the basis of cost-plus or time-and-material provisions contained in CONTRACTOR's latest letter on file with EXXON entitled "Rates for Time-and-Material Charges." CONTRACTOR agrees that small tools and equipment (under \$500 value) and consumable supplies are included in CONTRACTOR's labor rates. CONTRACTOR-owned equipment, furnished by CONTRACTOR on a time-and-material basis, shall be operated by and under the control and supervision of CONTRACTOR in performing WORK.

Any materials CONTRACTOR purchases on a reimbursable cost-plus basis, which materials become an integral part of the completed facility, shall be purchased tax free by CONTRACTOR and resold to EXXON. EXXON will accrue and pay all Texas use tax on such materials under its Direct Payment Exemption Certificate No. 30001650008. CONTRACTOR understands and agrees that EXXON's responsibility for accruing State sales or use tax is limited to materials which become a permanent part of the facility. CONTRACTOR shall be responsible for State sales or use tax on all other materials and supplies consumed (e.g., consumable supplies and small tools, etc.) and including tax on any materials purchased by CONTRACTOR as required in performing any lump-sum units of work (e.g., fixed price, fixed rates, and unit prices which include both labor and materials in the unit).

- B. Invoices are to be submitted in triplicate pursuant to applicable invoicing standards listed in the specifications for lump-sum invoicing and/or reimbursable cost invoicing. Invoices shall be mailed to Exxon Company, U.S.A., Accounts Payable, P. O. Box 4019, Baytown, Texas 77520, and shall become due and payable thirty (30) days after receipt by EXXON, but shall be subject to Paragraph 9B hereof at EXXON's discretion. Invoices shall clearly identify WORK description, contract number, and the charge number listed above. In the event WORK is performed on a cost-plus or time-and-material basis, invoices shall be supported by (1) the original copy of daily time sheets for labor and equipment signed in permanent ink by CONTRACTOR and Representative and (2) copies of vendor's and subcontractors' invoices for materials, rental tools, and equipment which are billable to EXXON's account. Time sheet forms as described in the specifications will be furnished by EXXON for CONTRACTOR's use. Invoices for CONTRACTOR-owned equipment shall show the word "services" and not indicate "rental."
- C. For any portion of this CONTRACT which cost-plus or time-and-material provisions are applicable, EXXON's Representative shall have access, at all reasonable times, to all CONTRACTOR's and Subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandums of every description

pertaining to WORK under CONTRACT for the purpose of auditing and verifying costs of WORK upon prior notice to CONTRACTOR. EXXON's Representatives shall have the right to reproduce any of the aforesaid documents. In the event lump-sum elements are included under CONTRACT along with any cost-plus or time-and-material items, then audit rights shall also extend to include EXXON's access to those CONTRACTOR's and Subcontractor's records pertaining to lump-sum elements that are needed to provide for assurance that the portions of the WORK performed on a cost-plus or time-and-material basis are not being charged with costs which are by their nature intended to be covered by lump sums. CONTRACTOR shall preserve and shall cause its Subcontractors to preserve all the appropriate above-mentioned documents for periods of three years after the completion and acceptance or termination of WORK.

3. SAFETY AND SECURITY

- A. CONTRACTOR shall comply with all of the terms and conditions contained in EXXON's publication entitled "Contractor's Responsibilities for Safety, Plant Security, and Traffic Regulations," dated October 1, 1979, said publication being made a part of this CONTRACT by reference. EXXON will furnish copies of this publication to the CONTRACTOR. The rules and regulations contained in the "Contractor's Responsibilities for Safety, Plant Security, and Traffic Regulations" shall apply to all Subcontractors and their employees as well as the CONTRACTOR and its employees. Before starting WORK under CONTRACT, CONTRACTOR shall obtain from EXXON copies of these regulations. CONTRACTOR shall notify its employees, its Subcontractors, and the employees of its Subcontractors of the provisions of said regulations and shall secure compliance therewith by all such parties; and CONTRACTOR shall not allow any of such persons to begin WORK inside EXXON's Baytown Refinery until such notification has been given them.

Said "Contractor's Responsibilities for Safety, Plant Security, and Traffic Regulations" are designed as minimum requirements for CONTRACTOR and CONTRACTOR shall take any additional precaution necessary or proper under the circumstances to prevent injury or death to persons or damage to property. Neither compliance with such regulations by CONTRACTOR nor EXXON's approval of any actions or procedures of CONTRACTOR as provided therein shall relieve CONTRACTOR of its obligation always to use due care in performing WORK hereunder.

4. COMPLIANCE WITH SPECIFICATIONS

Although CONTRACTOR shall provide its own representative or representatives to supervise and inspect all materials and workmanship entering into this job, EXXON reserves the right to have an inspector on the job. Any material which EXXON considers unsatisfactory shall be removed and replaced at CONTRACTOR's expense. Neither inspection, waiving of inspection, nor acceptance by EXXON shall relieve CONTRACTOR of its obligation to furnish all materials and workmanship in accordance with specifications.

5. DISTRIBUTION OF RISKS BETWEEN EXXON AND CONTRACTOR

A. Property Associated with Facility

- (1) CONTRACTOR shall be responsible for all equipment, materials, supplies and structures (i) delivered to CONTRACTOR or its subcontractors by EXXON (ii) procured by CONTRACTOR from third parties or (iii) supplied by CONTRACTOR, and intended to be incorporated into FACILITY or used in the construction of FACILITY (excluding CONTRACTOR's or its subcontractors' construction tools, construction equipment and rented items which are used or intended for use in performing WORK) until they are delivered to WORK SITE. CONTRACTOR shall compensate EXXON for any direct loss of or damage to the aforesaid equipment, materials, supplies, and structures which are EXXON's property and shall hold EXXON free and harmless from liability to CONTRACTOR or its subcontractors or suppliers resulting from loss of or damage to such items which are their property, even if loss or damage to EXXON's, CONTRACTOR's, subcontractors' or suppliers' property results from EXXON's negligence.
- (2) EXXON shall hold CONTRACTOR free and harmless from liability to EXXON resulting from loss of or damage to EXXON's property located at WORK SITE and intended to be or incorporated into FACILITY or used in the construction of FACILITY, even if loss or damage results from CONTRACTOR's negligence.
- (3) The provisions of 5A(2) notwithstanding, CONTRACTOR shall be responsible for loss of or damage to EXXON's adjacent property as provided in 5B and shall also be responsible and not compensated by EXXON for any loss of money or securities in the care, custody or control of CONTRACTOR which are used or intended for use in performing WORK.
- (4) CONTRACTOR shall be responsible for and shall hold EXXON free and harmless from liability resulting from loss of or damage to CONTRACTOR's or its subcontractors' construction tools, construction equipment and rented items which are used or intended for use in performing WORK even if such loss or damage results from EXXON's negligence. This provision shall apply, without limitation, to loss or damage occurring at WORK SITE or while such items are in transit to or from WORK SITE.
- (5) If prior to ACCEPTANCE any part of FACILITY is damaged, destroyed or lost from any cause including force majeure, EXXON may authorize CONTRACTOR to carry out the reconstruction, repair or replacement thereof, and CONTRACTOR shall promptly undertake the work so authorized. EXXON shall issue a CHANGE ORDER for the aforementioned work increasing CONTRACT PRICE by the amount agreed therefor by EXXON and CONTRACTOR. However, no fee shall be allowed if said damage, destruction or loss was due to the failure of CONTRACTOR's or its subcontractors' managerial personnel or

their representatives having broad supervision or direction of WORK to observe and exercise the standard of care necessary to assure that WORK is performed in accordance with sound and generally accepted construction practices.

B. Exxon's Adjacent Property

- (1) CONTRACTOR shall compensate EXXON for loss of or damage to EXXON's adjacent property which results from the negligence or willful misconduct of CONTRACTOR or its subcontractors in the performance of WORK. Where such loss or damage is the result of the joint negligence or willfull misconduct of CONTRACTOR and/or its subcontractors with any other party including EXXON, CONTRACTOR's duty to compensate EXXON shall be in proportion to CONTRACTOR's and its subcontractors' allocable share of such joint negligence or misconduct.
- (2) As used herein, EXXON's adjacent property shall include but not be limited to:
 - (a) units, systems and areas of equipment existing separately from FACILITY and in reasonable proximity of WORK SITE,
 - (b) parts, (units, systems, or areas of equipment) of FACILITY for which EXXON has assumed custody and control pursuant to TURNOVER NOTICES,
 - (c) parts of FACILITY included in any part of WORK which has been terminated, or
 - (d) FACILITY, from and after the date EXXON assumes custody and control thereof pursuant to the final TURNOVER NOTICE.
- (3) CONTRACTOR's duty to compensate EXXON under 5B(1) shall be limited to the amounts recoverable by CONTRACTOR and its subcontractors under the insurance carried by CONTRACTOR and its subcontractors, or the amounts which would have been recoverable under such insurance if all conditions, requirements, and warranties imposed on the insured by the insurer are being or had been met. EXXON shall hold CONTRACTOR free and harmless from liability to EXXON for loss or damage exceeding these amounts.

C. Third Parties

- (1) CONTRACTOR shall indemnify, defend and hold harmless EXXON, its divisions or affiliates, and employees or other representatives of EXXON, (hereafter individually and collectively referred to as indemnitee) from claims, demands and causes of action asserted against the indemnitee by any person (including without limitation, CONTRACTOR's and EXXON's employees, CONTRACTOR's subcontractors and employees of such subcontractors, or any other third party)

for personal injury or death or for loss of or damage to property and resulting from CONTRACTOR's and/or its subcontractors' negligence or willful misconduct hereunder and except as provided in 5C(3), without regard to whether any acts or omissions of other parties contributed to the injury, death or loss of or damage to property.

- (2) EXXON shall indemnify, defend, and hold CONTRACTOR harmless from claims, demands and causes of action asserted against CONTRACTOR by any person (including, without limitation, CONTRACTOR's and EXXON's employees, CONTRACTOR's subcontractors and employees of such subcontractor or any other third party) for personal injury or death or for loss of or damage to property and resulting from EXXON's negligence or willful misconduct hereunder.
- (3) Where personal injury, death or loss of or damage to property referred to in 5C(1) or 5C(2) is the result of the joint negligence or misconduct of EXXON and any other party, including CONTRACTOR, CONTRACTOR's duty of indemnification under 5C(1) shall be diminished by, and EXXON's duty of indemnification under 5C(2) shall be limited to Exxon's allocable share of such joint negligence or misconduct.

6. INSURANCE

A. CONTRACTOR shall carry and maintain in force the following insurance with companies satisfactory to EXXON.

(1) Worker's Compensation and Employer's Liability

For all its employees engaged in performing WORK, workers' compensation and employer's liability insurance or similar social insurance in accordance with LAW which may be applicable to said employees.

(2) Comprehensive General Liability

Its normal and customary comprehensive general liability insurance coverage and policy limits or at least \$300,000 coverage, whichever is larger, for injury, death, or property damage resulting from each occurrence. CONTRACTOR represents and warrants that the aforesaid insurance covers, without limitation, loss of or damage to EXXON's adjacent property for which CONTRACTOR is responsible pursuant to 5B.

(3) Automobile Liability

Automobile liability insurance coverage and policy limits covering owned, non-owned and rented automotive equipment providing at least \$300,000 coverage for injury, death, or property damage resulting from each occurrence.

Nothing contained herein shall limit or waive CONTRACTOR's legal or contractual responsibilities to EXXON or others.

- B. As an alternative and at EXXON's option and expense, EXXON may elect to furnish or to arrange for CONTRACTOR any part or all of the insurance required by 6A. If EXXON so elects, it shall notify CONTRACTOR and issue a CHANGE ORDER therefore, but no adjustment to SCHEDULED COMPLETION DATE shall be allowed. If EXXON elects to furnish said insurance, CONTRACT PRICE shall be reduced by the following amounts, as appropriate.
- (1) Worker's Compensation and Employer's Liability: \$
 - (2) Comprehensive General Liability: \$
 - (3) Automobile Liability: \$
- C. As an alternative and at EXXON's option and expense, EXXON may elect to furnish or to arrange for CONTRACTOR the insurance that CONTRACTOR carries or to assume the responsibility for any part or all of the property specified in 5A(1). If EXXON so elects, it shall notify CONTRACTOR and issue a CHANGE ORDER therefore, but no adjustment to SCHEDULED COMPLETION DATE shall be allowed.
- D. If requested by EXXON, CONTRACTOR shall have its insurance carrier(s) furnish to EXXON insurance certificates specifying the types and amounts of coverage in effect, the expiration dates of each policy and a statement that no insurance will be cancelled or materially changed while WORK is in progress without thirty (30) calendar days' prior written notice to EXXON. If requested by EXXON, CONTRACTOR shall permit EXXON to examine the insurance policies, or at EXXON's option, CONTRACTOR shall furnish EXXON with copies, certified by the carriers, of insurance policies carried in compliance with the requirements hereof. If CONTRACTOR neglects or refuses to provide any insurance required herein, or if any insurance is cancelled, EXXON may procure such insurance and the provisions of 6B shall apply.
- E. If CONTRACTOR subcontracts any part of WORK, CONTRACTOR shall not require subcontractors to carry insurance which would duplicate insurance carried by CONTRACTOR pursuant to 6A or EXXON pursuant to 6B or 6C, nor to insure against liability waived by EXXON pursuant to 5A(2) and 5A(3). CONTRACTOR shall require its subcontractors to maintain insurances specified in the subcontracts. If requested by EXXON, CONTRACTOR shall have its subcontractors furnish the same evidence of insurance required of CONTRACTOR in 6D.
- F. CONTRACTOR and its subcontractors shall not commence work at WORK SITE until all of the insurance required of CONTRACTOR and its subcontractors has been obtained and is in force and the necessary certificates and statements if requested by EXXON pursuant to 6D and 6E have been received by EXXON.

7. RESPONSIBILITY FOR CONSEQUENTIAL DAMAGES

- A. CONTRACTOR shall compensate EXXON for any consequential, special or indirect damages or loss of anticipated profits sustained by EXXON limited, however, to the extent CONTRACTOR may recover from insurance carried by it and to the extent it may recover such damages or losses from suppliers, subcontractors, renters of construction tools and construction equipment or others. CONTRACTOR shall make reasonable efforts to recover such damages or losses under insurance carried by CONTRACTOR or from suppliers, subcontractors, renters of construction tools and construction equipment or others.
- B. EXXON shall not be liable for any consequential, special or indirect damages or loss of anticipated profits sustained by CONTRACTOR or its subcontractors.

As used in 7A and 7B, consequential, special or indirect damages shall have the meaning defined under the laws of Texas.

8. SATISFACTION OF CLAIMS

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, and to permit no liens of any kind to be fixed upon or against the property of EXXON by CONTRACTOR's laborers, mechanics, or materialsmen, and agrees to indemnify, protect, and save EXXON harmless from and against all such claims and liens.

9. PERFORMANCE - COMPLETION
AND ACCEPTANCE

- A. CONTRACTOR agrees that if, in the opinion of EXXON, CONTRACTOR should fail at any time during the performance hereof to provide the necessary labor, supervision, tools, equipment, or materials 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 this CONTRACT in the manner herein provided, EXXON may, at its election, take over and perform or obtain another contractor to take over and perform all or any part of the WORK then remaining unperformed. In the event EXXON 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 EXXON and shall return same to CONTRACTOR upon the completion of the job in as good condition as when taken over by EXXON, ordinary wear and tear excepted. Should EXXON take over the completion of said job, or obtain another contractor to do so, EXXON shall pay CONTRACTOR for the WORK then completed, subject to the later provisions hereof, unless the compensation for the completed WORK

cannot be readily determined, in which latter event EXXON shall pay CONTRACTOR the full contract price less all costs and expenses incurred by it in the completion of the WORK.

- B. CONTRACTOR agrees that upon the completion by it and acceptance by EXXON of the WORK herein contracted for it will furnish EXXON 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 EXXON to CONTRACTOR within 30-calendar days after receipt of final invoice, subject however to the right of EXXON to withhold payments in accordance with the provisions of Article 5469, Texas Revised Civil Statutes of 1925, and all amendments thereto or other provisions of applicable law. It is agreed that upon request of CONTRACTOR and upon showing to the satisfaction of EXXON that all claims for labor and material and for damages to persons and property, as above provided, have been satisfied, EXXON, in the event it considers it safe to do so, will advance at approximately 15-day intervals up to ninety percent (90%) of the value of the WORK then completed, based upon estimates by EXXON's engineers or inspectors in which event the balance will be paid upon completion and acceptance of the WORK and compliance with the terms and provisions hereof. Payment pursuant to the terms of this paragraph shall not preclude the right of EXXON from thereafter disputing any of the items involved.
- C. CONTRACTOR agrees that in the event any lien or liens are fixed or attempted to be fixed, secured, or claimed against, EXXON or EXXON's property by any person, firm, corporation, artisan, laborer, mechanic, or subcontractor who furnished services or materials in connection with the performance of this CONTRACT, CONTRACTOR will within ten (10) days following notification by EXXON that such lien or liens have been fixed or attempted to be fixed, secured, or claimed, furnish EXXON a bond in an amount equal to twice the value of the lien or liens. Such bond shall be executed by a corporate surety authorized to do business under the laws of the State of Texas and shall comply in all respects with the requirements of Article 5472c, Vernon's Annotated Texas Statutes. CONTRACTOR further agrees to file such bond with the County Clerk of Harris County, Texas, and to take all steps necessary to assure that prompt notice of such filing is given to the obligees named therein. CONTRACTOR further agrees that the giving of such bond shall be in addition to any other rights of EXXON or obligations of CONTRACTOR under this CONTRACT and shall in no way be construed as abrogating or qualifying such rights and obligations.

10. LAWS AND REGULATIONS

- A. In performing its obligations hereunder, CONTRACTOR shall comply with and secure compliance by its Subcontractors of all applicable federal, state, and municipal laws, and all applicable orders, rules, and regulations of constituted authority.

- B. If CONTRACTOR fails or refuses to pay any taxes or governmental charges, state or federal, relating to the employees of CONTRACTOR, and EXXON may be required or deems it necessary to pay such taxes or charges, CONTRACTOR agrees to furnish EXXON with information required to enable it to make the necessary reports and to pay such taxes or charges. CONTRACTOR agrees to reimburse EXXON on demand at Houston, Texas, for all such taxes or governmental charges, state or federal, which CONTRACTOR fails or refuses to pay and which EXXON may be required or deems it necessary to pay. In addition, EXXON, at its election, is authorized to deduct all sums so paid for taxes and governmental charges from any payment due CONTRACTOR hereunder.
- C. This CONTRACT is subject to Exhibit E, Certificate of Compliance Federal Contract Supplement, as amended, a copy of which is made a part hereof and either is attached hereto for your signature and return or which has been previously filed with EXXON.

11. GUARANTEES AND WARRANTIES

CONTRACTOR (a) guarantees and warrants all material and equipment fabricated by it against defects and agrees to replace, without cost to EXXON, any such material or equipment which may become defective within one (1) year from EXXON's acceptance of the WORK except when such defects are the result of corrosion, erosion, normal wear-and-tear; (b) guarantees its field workmanship and agrees without cost or charge to EXXON to replace or repair any defects in the WORK covered by this CONTRACT resulting from its field workmanship if such defects are reported to CONTRACTOR within one (1) year from date of EXXON's acceptance of the WORK; (c) will to the extent reasonably possible secure from the vendors of materials and equipment guarantees substantially the same as the guarantees of CONTRACTOR set out in Items (a) and (b) above.

12. TOOLS AND EQUIPMENT

In the event EXXON loans or furnishes tools or equipment to CONTRACTOR in connection with its WORK covered hereunder, CONTRACTOR agrees:

- A. To make its own determination before commencing WORK that such tools and equipment are adequate for the safe performance of the WORK by CONTRACTOR.
- B. That such tools or equipment will be loaned or furnished and accepted by CONTRACTOR without warranty or representation by EXXON as to their condition.
- C. To return such tools or equipment to EXXON at the conclusion of such use in as good condition as when received, ordinary wear and tear excepted.
- D. To indemnify and hold EXXON harmless from all claims, demands, causes of action, damages, and injuries resulting from CONTRACTOR's use of said tools or equipment.

For the purpose of this Paragraph 12, tools and equipment shall be defined to include scaffolds, lights, and all other types of apparatus, facilities, or services which EXXON may loan or furnish.

13. CHANGES

EXXON may from time to time, by written instructions or drawings issued to CONTRACTOR, require additional WORK and services directly in connection with or incidental to the WORK covered by this CONTRACT; and EXXON may, by such instructions or drawings, require CONTRACTOR to alter, change, accelerate, or omit any WORK covered by this CONTRACT. In the event EXXON desires any such additions, changes, alterations, accelerations or omissions which will materially increase or decrease the total contract price referred to in Article 2, "Contract Price and Payment," CONTRACTOR shall submit to EXXON an estimate of such increase or decrease. Should EXXON desire to proceed in accordance with such estimate, EXXON shall issue to CONTRACTOR a Contract Change Order describing the WORK to be added or deleted and the corresponding price addition or deduction thereof, or alternate basis for payment if Change is to be performed on cost-plus or time-and-material basis. Field Changes may also be authorized by EXXON's Field Representative in the event conditions develop during the progress of WORK which would significantly impact progress and costs if not expediently authorized. If CONTRACTOR has not obtained a Contract Change Order, or Field Change Authorization signed by EXXON's appointed Representative, no claim for additional compensation will be allowed. The provisions of this CONTRACT except as may be otherwise provided shall apply to all such additions, changes, or alterations as if they were embodied in the original drawings and specifications.

14. SUBCONTRACTS AND ASSIGNMENT
OF CONTRACT

CONTRACTOR shall secure EXXON's prior written approval as to any Subcontractor covering any portion of the WORK provided for hereunder. No such approval shall relieve CONTRACTOR from any of the obligations of this CONTRACT, and, as between the parties hereto, CONTRACTOR shall be and remain liable as if no such Subcontract had been made. No Subcontract shall bind or purport to bind EXXON but shall contain a provision permitting assignment thereof by CONTRACTOR to EXXON.

CONTRACTOR shall not assign any of its rights or obligations hereunder, or any sum that may accrue to CONTRACTOR hereunder, without consent of EXXON. Such consent shall not be unreasonably withheld.

15. CONFIDENTIALITY INFORMATION
AND PATENTS

A. CONTRACTOR agrees to hold in confidence any and all technical information disclosed to CONTRACTOR by EXXON, including technical information included in or on tracings, drawings, field notes, calculations, specifications, and engineering data, except:

- (1) Technical information which at the time of disclosure by EXXON to CONTRACTOR is in the public domain.
 - (2) Technical information which, after disclosure by EXXON to CONTRACTOR, becomes part of the public domain by publication or otherwise.
 - (3) Technical information which CONTRACTOR can show was in CONTRACTOR's possession at the time of Exxon's disclosure to CONTRACTOR and was not acquired, directly or indirectly, from EXXON.
- B. CONTRACTOR agrees that CONTRACTOR will not, without the written permission of EXXON, use the technical information which CONTRACTOR is required to keep confidential under this CONTRACT for any purpose other than the accomplishment of WORK under this CONTRACT.
- C. It is expressly understood by CONTRACTOR that EXXON accepts no obligation of confidence with respect to any information disclosed to EXXON by CONTRACTOR under this CONTRACT unless specifically covered by a separate, written confidentiality agreement. In the absence of such separate confidentiality agreement, CONTRACTOR agrees that it will not place any restrictive notices on the tracings, drawings, field notes, specifications, and any other documents embodying engineering or professional data developed by CONTRACTOR for EXXON pursuant to this CONTRACT and that EXXON is hereby authorized to nullify, obliterate, or otherwise remove any such restrictive clauses; and that EXXON shall be free to use or disclose any or all of the information contained therein to third parties without accounting to CONTRACTOR therefor.
- D. If CONTRACTOR or CONTRACTOR's personnel make any inventions based upon technical information which CONTRACTOR is required to keep confidential under this CONTRACT, CONTRACTOR shall promptly disclose said inventions to EXXON. CONTRACTOR agrees to grant and hereby grants to EXXON an irrevocable, nonexclusive, royalty-free license and the irrevocable right to grant nonexclusive licenses, without accounting therefor to CONTRACTOR, to use said inventions under CONTRACTOR's Patent Rights. The licensing right herein granted by CONTRACTOR to EXXON is assignable by EXXON to any of its Affiliates. For the purpose of this CONTRACT only, the term "Contractor's Patent Rights" shall mean patents and patent applications based on inventions made by CONTRACTOR or CONTRACTOR's personnel which inventions are based upon information which CONTRACTOR is required to keep confidential under this CONTRACT and which are conceived during the life of this CONTRACT and two (2) years thereafter. The term "Affiliate," as used in this paragraph, shall mean and include any company of which EXXON CORPORATION now or hereafter owns or controls, directly or indirectly, fifty percent (50%) or more of the stock having the right to vote for directors thereof. For the purpose of this definition, the stock owned or controlled by EXXON CORPORATION shall be deemed to include all stock owned or controlled, directly or indirectly, by any other company of which EXXON

CORPORATION owns or controls, directly or indirectly, fifty percent (50%) or more of the stock having the right to vote for directors thereof.

16. TERMINATION AND RIGHTS

- A. It is understood and agreed that EXXON may, upon written notice to CONTRACTOR, terminate the WORK provided for hereunder. In the event of such termination, CONTRACTOR shall be reimbursed for actual costs incurred to the date of such notice of termination in connection with the execution of the described WORK, and for actual costs thereafter incurred by CONTRACTOR in connection with such termination, plus applicable overhead and a reasonable profit based on such costs. However, in no event shall such reimbursement include prospective profits for WORK unperformed.
- B. CONTRACTOR's obligations under Article 2-C as it pertains to audit and Article 15 of this CONTRACT shall survive any termination of this CONTRACT.

17. CONFLICT OF INTEREST AND ETHICS

- A. CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with EXXON's best interests. This obligation shall apply to the activities of the employees and agents of CONTRACTOR in their relations with the employees, and their families, of (1) EXXON and (2) third parties who are subcontractors or furnish services, equipment, or material to accomplish WORK hereunder. CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent CONTRACTOR's employees or agents from offering, making, providing, or receiving gifts, entertainment, payments, loans, or other considerations for the purpose of influencing any person to act contrary to EXXON's best interests. In addition, CONTRACTOR shall receive EXXON's prior approval before use of a subcontractor, or any party, to furnish services, equipment, or materials, who is owned or controlled by the CONTRACTOR or CONTRACTOR's owner(s), employees, or their families.
- B. CONTRACTOR agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of EXXON under the provisions of this agreement and/or any amendments to it.
- C. CONTRACTOR agrees that all financial settlements, billings, and reports rendered to EXXON, as provided for in this agreement and/or any amendments to it, will reflect properly the facts about all activities and transactions handled for the account of EXXON, which data may be relied upon as being complete and accurate in any further recording and reporting made by EXXON, for whatever purpose.

D. CONTRACTOR agrees to notify EXXON promptly upon discovery of any instance where the CONTRACTOR fails to comply with Provisions A, B, and C above.

18. ENTIRE AGREEMENT

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 have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

This CONTRACT constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements related to this CONTRACT, either written or oral, including EXXON's invitation for proposals and CONTRACTOR's proposals, except to the extent they are expressly incorporated herein. No changes, alterations, or modifications to this agreement shall be effective unless in writing and signed by the parties hereof.

19. APPLICABLE LAW

This CONTRACT shall be governed and interpreted according to the laws of the State of Texas.

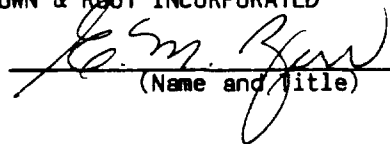
20. HEADINGS

The paragraph headings of this CONTRACT are for the convenience of the parties only and are not a part of this CONTRACT and do not in any way limit or amplify the terms and provisions of this CONTRACT.

By the signature of duly authorized representatives below, the parties hereto have executed this CONTRACT in duplicate originals as of the day and year first above written.

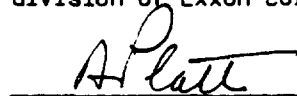
BROWN & ROOT INCORPORATED

By


(Name and Title)

Exxon Company, U.S.A.
(a division of Exxon Corporation)

By



A. Platt, Contract Coordinator
Purchasing

EEF:cda

(Mr. E. A. Brigham)

March 30, 1984

SPECIFICATIONS FOR THE
REMOVAL OF SLUDGE FROM
SEPARATOR 3M
EXXON COMPANY, U.S.A.
(A DIVISION OF EXXON CORPORATION)
BAYTOWN, TEXAS

These specifications cover the scope of work required for the removal of sludge from the south one half of Separator 3M. There is an estimated 10,000 cubic yards of sludge material in the south one half of Separator 3M. Exxon plans to remove approximately 2,000 yards of this material using vacuum trucks. The remaining 8,000 cubic yards of sludge will be land farmed on Exxon's south Landfarm on Blackwell Peninsula.

DIVISION OF WORK

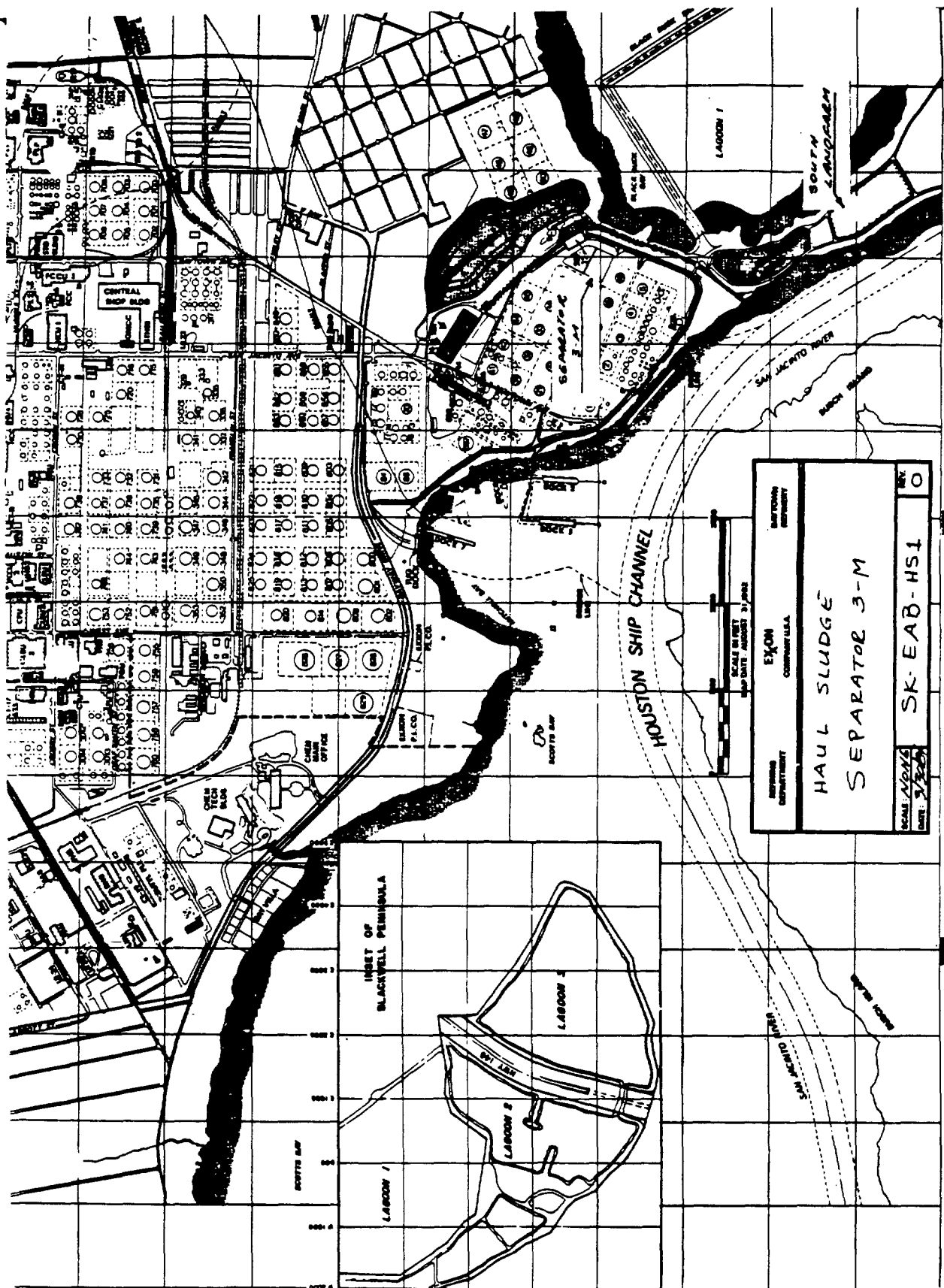
- 1.1 Exxon will perform only the following:
- A. Removal of approximately 2,000 cubic yards of the most fluid sludge.
 - B. Spreading sludge fertilizing and plowing of south Landfarm.
 - C. Designate location for dumping of sludge in south Landfarm.
 - D. Designate material storage areas and areas on which Contractor may locate temporary sanitary facilities, shops, or offices.
 - E. Provide drinking water, uncooled at existing outlets, which will not be extended, to be used at Contractor's risk.

SCOPE OF WORK

- 2.1 Contractor is to dredge and transport the sludge to the south Landfarm. Contractor may utilize whatever means is suitable so long as trucks do not leak or drop sludge on roadways and surrounding areas.
- 2.2 Contractor is to begin work as soon as possible and complete work as soon as reasonably possible without incurring premium costs.
- 2.3 Contractor will designate a supervisor to carry out the responsibilities of safety coordination. These responsibilities should include, as a minimum, the following:
- A. Conduct daily safety inspections of the work site and procedures.
 - B. Conduct weekly formal safety inspections and send a written report to the Exxon Contract Administrator and to the Project Engineer.
 - C. Conduct safety indoctrination for each of the Contractor/Subcontractor employees and ensure they are familiar with all safety rules and procedures.
 - D. Report all accidents/injuries immediately to the Exxon's Contract Administrator. Submit a monthly summary of accidents/injuries and near accidents to the Exxon's Contract Administrator and Project Engineer.

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