PLAINTIFF'S EXHIBIT

CEL-1395

PURCHASE CONTRACT SERVICE AND ABSTRACT

GEN 2141 REV. 5 (7-81)

SUPPLIER	CONTRACT DATED
Arthur Bros., Inc.	5/1/89

COMMODITY/SERVICE

Maintenance and Miscellaneous Construction Services

FACILITY/DIV./SUBSID. COVERED

Engineering Resins Division, Bishop, Texas

CONTRACT TERM

9 Months - Beginning May 1, 1989

TERMINATION RIGHTS AND NOTICE REQUIREMENTS

Company may terminate this contract with seven (7) Days written notice.

	MAXIMUM	MINIMUM	FIXED	REQUIREMENTS
QUANTITY	6,000,000.00	N/A	N/A	☒ PARTIAL ☐ FULL

UNIT PRICE AND F.O.B.	TOTAL DOLLAR VALUE
Markups - total of 22% on straight time portion of actual wages and salaries to cover cost such as FICA, employee benefits and required insurance. Toal of 8% on straight time portion of actual salaries and wages up to 6,000,000.00 to cover profit, on overhead and other unidentified cost.	6,000,000.00 FOB: Plant Site
PRICE CHANGE PROVISIONS	TERMS OF PAYMENT
N/A	Net 15 Days

SPECIAL FEATURES/REMARKS

Item 1. See Exhibit "B" for special provisions

Item 2. Any rework caused by ABI's failure to meet our standards or agreed to specification will be performed at a 32.7% fee.

The 2.0% overhead and profit fee will NOT be allowed.

DISTRIBUTION — WITH DOCUMENT COPY	DISTRIBUTION — WITHOUT DOCUMENT COPY
H. A. Wilmeth - Bishop M. E. Saucier - Bishop D. D. Siemonsma- Bishop	D. G. Pausky - Bishop D. L. Yancey - Bishop

BY _____ DATE _____

16607

CONTRACT EXHIBIT "B"

CONTRACTOR AGREES TO ACHIEVE SATISFACTORY IMPROVEMENT PROGRESS IN THE FOLLOWING AREAS, AND TO FURNISH THE COMPANY WITH EVIDENCE OF THESE IMPROVEMENTS

IMPROVEMENT AREA	EXPECTATION
FOREMAN MANAGEMENT SKILLS	1. DEVELOP AND IMPLEMENT LONG TERM TRAINING PLANS TO IMPROVE PEOPLE AND ORGANIZATIONAL MANAGEMENT SKILLS. MEASURE AND REPORT ON PROGRESS REGULARLY, TO INCLUDE RESULTS ON THE JOB. 2. DEVELOP AND UTILIZE CRAFTSMEN INPUT TO JOB IMPROVEMENT ACTION IDEAS. 3. IDENTIFY CANDIDATES FOR SUPERVISOR BACKUP AND REPLACEMENT, AND DEVELOP SKILLS WITH RELAVENT TRAINING. REPORT ON PROGRESS REGULARLY.
CRAFTSMAN SKILLS	1. DEVELOP AND IMPLEMENT A PLAN TO IMPROVE CROSS CRAFT SKILLS. REPORT ON PROGRESS REGULARLY. 2. IMPROVE EMPLOYEE RECORD KEEPING ON EVALUATIONS OF PERFORMANCE, SKILLS, REASONS FOR LEAVING, RECOMMENDATION FOR REHIRE, ETC., TO HIRE SKILLS TO MATCH WORK ASSIGNMENTS. 3. IDENTIFY AND OBTAIN REQUIRED CERTIFICATIONS (e.g. YARD RUNNERS, FORKLIFTS, WEED SPRAYERS, ASBESTOS REMOVAL, ETC.). REPORT ON PROGRESS REGULARLY.
CREW MIX MANAGEMENT	1. SIGNIFICANTLY INCREASE THE CURRENT HELPER/CRAFTSMAN RATIO OF 0.5 2. IMPROVE CREW MIX MANAGEMENT METHODS TO OPTIMIZE AVERAGE WAGE RATE AND REPORT RESULTS MONTHLY. (e.g. BY FUNCTIONS - MAINTENANCE, CONSTRUCTION, WAREHOUSING, ETC. AND TOTAL). 3. DEVELOP AND IMPLEMENT A PLAN TO CONTROL PROGRESSION TO TOP WAGE RATE.
COMPANY IMPROVEMENT	1. IDENTIFY COMPANY STRATEGY FOR CONTINUAL IMPROVEMENT OF SAFETY, QUALITY, AND PRODUCTIVITY, AND IMPLEMENT A PLAN FOR FOR ACHIEVEMENT.
GENERAL	1. THE OVERALL IMPACT OF PROGRESS IN THE ABOVE NEEDS IMPROVEMENT AREAS MUST BE A SIGNIFICANTLY IMPROVED MAINTENANCE ORGANIZATION AS VIEWED BY HOECHST CELANESE. 2. LACK OF SATISFACTORY PROGRESS MAY RESULT IN CANCELLATION OF THE CONTRACT.
ACTION PLANS & SCHEDULES	1. IMPROVEMENT PLANS MUST BE WRITTEN, FURNISHED TO THE COMPANY, AND INCLUDE TARGET PROGRESS SCHEDULES.

HOECHST CELANESE ENGINEERING PLASTICS DIVISION
HOECHST CELANESE CORPORATION

COST PLUS PERCENTAGE MARKUP
MAINTENANCE AND SELECTED SERVICES CONTRACT

CONTRACTOR:

JOB AND SITE:

CONTRACT DATE:

Rev. 5/4/89

16609

COST PLUS PERCENTAGE MARKUP
MAINTENANCE AND SELECTED SERVICES CONTRACT

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HOECHST CELANESE ENGINEERING PLASTICS DIVISION
HOECHST CELANESE CORPORATION

COST PLUS PERCENTAGE MARKUP
MAINTENANCE AND SELECTED SERVICES CONTRACT

CONTRACT made the 1st day of May, 1989, by and between ARTHUR BROTHERS, INC. a TEXAS corporation with an office at Highway 77 Bypass, Kingsville, Texas 78363, hereinafter called "CONTRACTOR", and HOECHST CELANESE PLASTICS DIVISION, HOECHST CELANESE CORPORATION, a Delaware corporation with its corporate headquarters located at 202-206 North, Somerville, NJ 08876, hereinafter called "COMPANY". CONTRACTOR AND COMPANY mutually agree as follows:

SCOPE OF WORK

Contractor shall perform identified maintenance services for Company at certain facilities as identified below, and in addition these facilities may request Contractor to provide construction, asbestos abatement, operations services, technical operations, engineering, drafting, janitorial, lawn care, landscaping, purchasing, mechanical stores and/or miscellaneous contract labor services. All services provided by Contractor require the prior written approval of the Company. The following Company facilities are covered by this Agreement: Engineering Resins Division, Bishop, Texas.
In addition, Contractor agrees that other Company facilities may be added to this Agreement.

Contractor was authorized by Company to commence work on May 1, 1989, and continue work until January 31, 1989, unless terminated by Company in accordance with ARTICLE 32 of the following General Conditions.

GENERAL CONDITIONS

ARTICLE 1. AUTHORITY OF COMPANY REPRESENTATIVE. Company shall provide a competent "COMPANY REPRESENTATIVE" for each facility, who shall have authority to direct all phases of the work and to approve all authorized costs except as otherwise provided herein. The Company Representative shall have authority to reject work and material which does not conform to this Contract. The Company Representative shall also have authority to stop the work whenever such stoppage may, in the Company's opinion, be necessary to insure the proper execution of this Contract.

ARTICLE 2. SUPERVISION AND LABOR. (a) Contractor shall provide a competent "SUPERINTENDENT" for each facility, satisfactory to the facility Company Representative, authorized to act for Contractor. Contractor shall promptly remove from the work and Company's premises any superintendent or employee of Contractor whose work is not satisfactory to the Company Representative. The Superintendent or any other key personnel shall not be changed except with the consent of the Company Representative, unless the Superintendent proves to be unsatisfactory to Contractor or ceases to be in its employ. In no event will Contractor transfer over 3% of any craft in any one year.

(b) Contractor's Superintendent or a competent Assistant Superintendent shall be on the premises at all times during working hours and in responsible charge of the work on behalf of Contractor. Contractor's executive officers shall give the work such personal supervision as may be necessary in the opinion of Company.

(c) All work shall be performed in a thorough and workmanlike manner and must comply with identified job specifications in strict accordance with this Contract. Contractor shall enforce strict discipline and good order among Contractor's employees. Contractor shall exercise the necessary supervision and control to prevent Contractor's employees from violating any of Company's identified rules and regulations.

(d) All workmen and other personnel furnished by Contractor hereunder must be qualified to perform the work required by their craft classification. Company may require Contractor to furnish certified craftsmen in selected crafts.

(e) Contractor has been furnished and is familiar with Company's plant rules and regulations, including, but not limited to, rules and regulations concerning plant passes, badges, parking and entrance facilities and hours, safety, fire, smoking and environmental, and will require its employees to become familiar with and observe such rules and regulations.

(f) The treatment and care of injuries sustained by Contractor's employees shall be and remain the responsibility of Contractor; however, Company's first aid facilities will be made available to Contractor's employees in emergency cases that are the direct result of accidents occurring on Company's plant site during authorized work hours. Company shall incur no liability to Contractor for, and Contractor hereby agrees to defend and indemnify Company against, any causes of action, claim, liability or cost, including attorney's fees, for personal injury or aggravation, even when caused in part by negligence of Company, thereof arising in whole or in part out of the furnishing of such first aid facilities to Contractor's employees or out of the failure to furnish such facilities, unless caused by the sole negligence of Company. To the extent necessary to effectuate the foregoing indemnity, Contractor specifically agrees to defend Company against Company's or its employees' negligence, unless the sole negligence of the Company or its employees was the cause of the injury, and further, agrees to waive any protection that would otherwise be afforded Contractor by any applicable Worker's Compensation statute, rule, or regulation.

ARTICLE 3. SPECIFICATIONS AND DRAWINGS. (a) Any work mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. Contractor shall examine the specifications and drawings and check all dimensions and notify Company of any discrepancies between the specifications and drawings, and any

deficiencies, omissions, or errors therein before any work is done in accordance therewith.

(b) Contractor shall be solely responsible for correct interpretation and use of all sizes and dimensions, and proper joining of all new work required to match existing work. Contractor shall do all necessary cutting and fitting to make Contractor's work properly come together with and attach to existing work.

ARTICLE 4. COORDINATION. Contractor shall perform the work so as to maintain traffic and Company's operations as nearly normal as possible, and shall not interfere therewith without receipt of prior written authority from the Company Representative. Contractor shall assist in keeping clear all walks, roadways, railroad sidings, passageways, working space and storage areas adjacent to the zone of operations. Contractor shall cooperate with and shall not in any way interfere with other contractors, their employees and agents.

ARTICLE 5. UNDERSTANDING OF CONTRACTOR. Contractor understands the nature, location and scope of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters that can in any way affect the work, and is not relying on any representations or promises of Company except those contained in this Contract.

ARTICLE 6. WORKMANSHIP AND MATERIAL WARRANTIES. Unless otherwise provided in the specifications, all materials and equipment shall be new. Workmanship and materials shall meet or exceed Company's specifications. All work performed hereunder shall be done in a good and workmanlike manner and in accordance with agreed to specifications and with the best industry practices. Contractor shall, if required by Company, furnish satisfactory evidence of the kind and quality of materials purchased by Contractor. Contractor shall not substitute materials for those specified without the Company Representative's prior written approval. Any work performed that does not meet agreed upon standards will be reworked at cost, plus the fee component described in Schedule "C" excluding paragraph "C"; no other fee component shall be paid to Contractor for rework.

ARTICLE 7. ENGINEERING DESIGN AND PROCUREMENT SERVICES WARRANTIES. (a) Contractor warrants that engineering design work performed by it hereunder shall be in accordance with good engineering design practices and in conformance with applicable codes and standards established for such work. Contractor's liability in regard to the correction of any deficiencies in facility design attributable to engineering services performed hereunder shall be limited to redoing, without charge to Company, any faulty engineering work performed under this Contract.

(b) In connection with Contractor's performance of any procurement services hereunder, Contractor shall use its best efforts to obtain from all vendors of equipment and materials the fullest possible warranties against defective materials and workmanship for the benefit of Company. This shall be the extent of Contractor's responsibility with respect to such equipment and materials.

ARTICLE 8. PROCUREMENT OF MATERIALS. Company shall be responsible for all purchasing; however, Company may request Contractor to purchase identified materials or services. Any purchases by contractor must be accomplished by a formal purchase order, and all purchase orders shall be submitted to Company for its prior approval. Contractor shall provide Company copies of all purchase orders promptly after they are issued.

ARTICLE 9. COMPLETION OF WORK. It is understood that time is of the essence and that, subject to the directions of the Company Representative, Contractor shall complete all authorized work in a minimum of time consistent with good engineering, maintenance and construction practices.

ARTICLE 10. COST OF WORK. Company will pay Contractor for actual costs necessarily and reasonably incurred for the proper performance of the work, such costs to include the following items:

(a) Wages and salaries of Contractor's employees performing authorized work at the job site or engaged elsewhere for such part of their time as is employed on this work. Wage and salary classifications and rates shall be as set forth in Schedule "A", attached hereto and made a part hereof. Except as specifically set forth herein, wage and salary classifications and rates and any other compensatory agreements

covering Contractor's employees, and the methods of calculation thereof, must have the Company Representative's written approval before Contractor makes commitments relating thereto. Contractor shall not make any changes in any labor contracts or employment agreements relating to the work, nor shall any overtime or holiday work be performed, without the prior written approval of the Company Representative.

(b) With prior written authorization by the Company Representative, cost of necessary materials, equipment, office supplies, fuel, freight charges and services, including telegrams and long distance telephone calls originating at Contractor's office, and cost of reproduction of specifications and drawings. Company reserves the right to provide required reproduction services in whole or in part. Cost of construction of temporary structures and facilities at the job site and the maintenance thereof, provided the Company Representative's prior written approval was obtained for their installation.

(c) Traveling expenses directly chargeable to the work, provided the Company Representative's prior approval was obtained. Use of automobiles shall be billed as set forth in Schedule "D".

(d) Reasonable rentals on construction equipment, tools, warehouses and offices, whether rented from Contractor or others, in accordance with written rental agreements that must have the prior written approval of the Company Representative, risk of loss or damage thereto to be upon the lessor thereof; cost of transportation of construction equipment; costs of loading, unloading, installation, dismantling, and removal, as provided in the rental agreements. Rental rates shall not exceed the existing local standard rates, rental of equipment owned by Contractor to be at such rates or at 85% of the latest Associated Equipment Distributor's listing, whichever is lower. When total rental charges for any item of rental equipment owned by Contractor or by a party controlled by Contractor equals the market value of such equipment at the time of rental by Company, which value shall be mutually agreed upon before rental thereof, no further rental charge shall be made for additional continuous use of such equipment. Repair and replacement costs shall be excluded from the rental

agreements and shall only be authorized as cost of work when they are minor, do not constitute a major overhauling, do not add materially to the life of the equipment, and have received the prior written approval of the Company Representative.

(e) Payroll taxes, insurance, benefits and contributions applicable to the wages and salaries of Contractor's employees performing authorized work under this Contract, exclusive of home office salaries; and sales, excise or other taxes paid by Contractor on materials, equipment, supplies and services chargeable to this Contract.

The aforesaid payroll taxes (except for State Federal Unemployment taxes which shall be accrued and billed to Company at actual cost at the end of each quarter), required insurance, benefits and contributions shall be reimbursed by marking up all straight time actual wages and salaries chargeable to the work by 22% as set forth in Schedule "C", attached hereto and made a part hereof.

A markup of 7.5% is applicable to the premium portion of actual overtime wages and salaries chargeable to the work to cover all payroll related costs, such as FICA.

A markup of 1% is applicable to the premium portion of actual overtime wages and salaries chargeable to the work which covers profit, overhead and all other unidentified costs.

(f) Actual cost of all subcontracts which have the prior written approval of the Company Representative.

(g) Cost of necessary licenses, permit fees and bonds required by this Contract or by law.

(h) Royalties, damages for patent infringement, and costs of defending suits therefor arising out of the use of inventions required by Company or designated in the plans or specifications, subject to ARTICLE 27.

(i) Cost of reconstructing any work destroyed or damaged, not covered by insurance (except as set forth in paragraph 29(b) and ARTICLE 34, Insurance and Schedule "G" entitled "Insurance To Be Carried by Contractor"), and not caused by failure on the part of any officers or members of Contractor's firm, or of its other representatives having supervision or direction of the work in whole or in part, to exercise

good faith or the standard of care which is normally exercised in the conduct of the business of a contractor; but expenditures under this ARTICLE 10(i) must have the prior written approval of the Company.

(j) Cost of pre-employment testing as required by Contractor's Substance Abuse Program testing at $35.00 per test.

(k) Cost for repairs to any equipment furnished by Company and not necessitated by negligence of Contractor's employees. Contractor shall return all Company owned equipment in the same condition as when furnished, except for ordinary wear and tear.

(l) Company will provide adequate shops, rest rooms and change facilities to perform the work at normal workload.

(m) Field offices expenses for preparing payroll, invoices and other related clerical services shall be a reimbursable cost.

(n) Company shall accrue and pay all sales and use taxes on (1) all materials purchased by Contractor or Company that are to become an integral part of Company's facility, and (2) all taxable services (if any) performed by Contractor for Company. Company's accrual and payment of such taxes shall be under its Direct Payment Exemption Certification, if location has such a permit, a copy of which shall be furnished to Contractor. 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.).

ARTICLE 11. ITEMS NOT COST OF WORK. (a) Contractor shall not be paid for expenses of operating Contractor's main or regular branch offices, for interest on capital employed or on money borrowed, or for overhead or general expenses of any kind incurred at Contractor's main or regular branch offices, including salaries of officers, owners, or partners of Contractor.

(b) Contractor shall not be paid for hours not worked, such as any illness, vacation or jury duty, for any of Contractor's hourly employees except with the written approval of the Company Representative.

(c) The cost of insurance required in ARTICLE 34 and any deductibles are not reimbursable expenses.

(d) The cost for safety hard hats, glasses, goggles, and badges is not reimbursable cost.

(e) The cost and expense for operating home office clerical and accounting services are not reimbursable costs.

(f) Random and incident testing required by Contractor's Substance Abuse Program is not reimbursable cost as set forth in Schedule "H".

(g) Training for handling generic hazardous waste, such as asbestos abatement.

ARTICLE 12. CONTRACTOR'S FEE. (a) As complete compensation for overhead and other unidentified costs Contractor shall be paid a sliding scale fee as set forth below and included as part of the attached Schedule "C".

Sliding Scale Fee of:

1. 6% on the straight time portion of actual wages and salaries chargeable to the work up to $8,000,000.00 to cover, overhead and other unidentified costs.

2. 5% on the straight time portion of actual wages and salaries chargeable to the work from 8,000,001.00 to 12,000,000.00 to cover, overhead and other unidentified costs.

3. 4% on the straight time portion of actual wages and salaries chargeable to the work from 12,000,001.00 to up, to cover, overhead and other unidentified costs.

(b) In addition, Contractor shall be paid a profit fee of 2% applicable to the straight time portion of actual wages and salaries chargeable to the work. This profit fee shall not be applicable to any rework as described in Article 6.

ARTICLE 13. PAYMENT. (a) Promptly at the first of each week during the progress of the work, Contractor shall furnish a full detailed written statement, in the agreed upon format, of all authorized labor costs incurred during the preceding week in performing the work, supported by approved time sheets. The Company Representative will promptly check the statement, and upon Company Representative's written approval Company will pay Contractor the approved amount within 15 days after receipt of statement. Contractor to provide two (2) copies of the statement.

Promptly after the first of each month during the progress of the work, Contractor shall furnish a full detailed written statement, in the agreed upon format, of all other authorized costs incurred during the

preceding calendar month in performing the work, supported by receipted bills for all materials furnished, payments made to subcontractors and other authorized expenses, or such other proof of the correctness thereof as is satisfactory to Company. If any bills are outstanding against Contractor for labor, materials, or other costs, Company may pay such bills and deduct the amount from the monthly statement. The Company Representative will promptly check the statement, and upon his written approval Company will pay Contractor the approved amount 15 days after receipt of approved statement. Contractor to provide two (2) copies of the statement.

(b) Prior to the final payment for each complete and separate phase of any construction work hereunder, Contractor shall deliver to the Company Representative a sworn certificate that all claims for labor arising in connection with such construction have been satisfied and that all bills for any materials which may have been furnished by Contractor have been paid. Contractor shall, if requested by Company, furnish a release or releases of all liens which might arise in connection with such construction work, together with a sworn certificate that such release or releases include all the labor and materials for which a lien could be filed.

(c) No certificate or approval given nor payment made to Contractor under this Contract, nor partial nor entire use or occupancy of the work by Company shall constitute acceptance of work not in compliance with this Contract.

ARTICLE 14. DISCOUNTS, REBATES, REFUNDS. Contractor shall promptly pay all correct invoices to insure that all discounts, rebates and refunds are earned, and these savings shall accrue to Company. Contractor shall take the necessary steps to secure same.

ARTICLE 15. RECORDS, ACCOUNTING, INSPECTION. Contractor shall keep full and detailed records and accounts in a manner approved by Company. Contractor shall afford Company's authorized personnel and independent auditors, if any, full access to the work and to all of Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents, relating to the work under this

contract, and Contractor shall preserve all such records for three (3) years after final payment.

ARTICLE 16. DISPOSAL OF SURPLUS MATERIALS. Company will handle the sale of all surplus materials, equipment, supplies and scrap.

ARTICLE 17. CONTINUANCE OF WORK. In case of any dispute, Contractor shall continue to prosecute the work pending determination thereof, unless requested by Company to suspend work.

ARTICLE 18. UNLOADING. Contractor may be directed to load and unload all rail and truck shipments, and shall transport to and unload at the job site all materials and equipment intended for the work, whether or not furnished by Company. Contractor shall use designated routes and places for hauling, unloading, and storing materials, and they shall at all times be unloaded promptly to keep tracks and roadways as clear as possible and to avoid demurrage charges.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY. Contractor shall protect all materials, equipment, and completed and partially completed work from loss and damage, including theft and weather damage and, if necessary, shall provide suitable housing therefor, and shall correct any damage or disfigurement to contiguous work or property resulting from the work.

ARTICLE 20. INSPECTION. Contractor shall at all times provide the Company Representative complete opportunity and facilities for the inspection of the work done by Contractor.

ARTICLE 21. ENVIRONMENTAL, HEALTH, AND SAFETY REQUIREMENTS AND EQUIPMENT. (a) Contractor shall (1) comply with all federal, state and local laws, and all rules of Company of which Contractor has been notified, relating to environmental, health and safety protection; (2) maintain an environmental, health and safety program, health and safety monitoring of employees, dissemination of toxicity information, and any regulatory training adequate to ensure that work and materials provided Contractor will comply with such laws and rules; (3) permit Company to inspect Contractor's on site facilities and operations at all times in any reasonable manner (including where appropriate, sampling of discharges and emissions, analyses of chemical substances, monitoring of employee exposure, and inspection and copying of records) as

reasonably necessary to determine compliance with such laws and rules; (4) secure, prior to performance of work, and supply to Company upon request, all necessary permits from federal, state and local authorities under laws relating to environmental, health and safety protection; and (5) notify Company immediately of any potential hazards it has or may have created for its or Company's employees or the environment.

(b) Contractor shall take all necessary precautions to keep the premises free of safety hazards and shall comply with all local, state and federal regulations, applicable provisions of law and building codes. Contractor shall prevent all agents, employees, licensees and invitees of Contractor from smoking in posted no smoking areas and from operating or using any flame, spark or explosion hazard-producing device anywhere upon such premises without the written approval of the Company Representative. No cutting of any structural member of any part of the existing buildings which might weaken same in any way shall be done without the written approval of the Company Representative.

(c) Contractor shall observe safety practices required by O.S.H.A. and N.I.O.S.H., and shall adhere to the accident, fire prevention and security regulations and policies of Company. Personal protection equipment as specified in the above mentioned regulations for use by Contractor's employees shall be utilized by Contractor and its employees.

ARTICLE 22. SUBCONTRACTING AND ASSIGNMENT. This Contract may not be assigned or encumbered nor may Contractor subcontract the work in whole or in part, unless written permission is first obtained from Company, but Company may assign this Contract to any of its parent, subsidiary or affiliated corporations or to the transferee of the whole or any part of Company's business. Company shall have the right to direct Contractor to subcontract such portions of the work as Company may deem advisable. Contractor shall be as fully responsible to Company for the acts, omissions, materials and workmanship of subcontractors and their employees as for the acts, omissions, materials and workmanship of Contractor and its employees. Contractor will bind every subcontractor by written contract to observe all the terms of this

Contract to the extent that they may be applicable to such subcontractors.

ARTICLE 23. COMPANY'S DRAWINGS. All plans, drawings, prints and specifications, and all copies thereof, supplied to Contractor by Company or prepared by Contractor as part of the work, shall be the property of Company. Contractor will not use them or permit them to be used on other work and shall return them to Company upon completion of work.

ARTICLE 24. CLEANUP OF COMPANY'S PREMISES. Contractor shall clean up Company's premises in a thorough and workmanlike manner to the satisfaction of the Company Representative whenever necessary during the progress of the work and also whenever requested to do so by the Company Representative.

ARTICLE 25. TITLE TO MATERIALS AND EQUIPMENT. Company shall have title to all work completed or in course of construction or installation, and shall also have title to all equipment, construction materials, tools and supplies, the cost of which is chargeable to the work, and title to same shall pass to Company simultaneously with passage of title from the vendors thereof to Contractor.

ARTICLE 26. LIENS. Contractor shall keep Company's properties free and clear from all liens and charges arising out of the work, including materialmen's, laborers' and mechanics' liens, and shall give Company prompt written notice of actual and prospective claims of any such liens or charges known to Contractor.

(b) In the event any liens for labor or materials have been filed against Company's premises, or notice thereof given to Company, Contractor shall furnish in favor of Company a complete release of the same from the lienors. Also, if requested by Company, Contractor shall furnish lien waivers or releases from all subcontractors and others who furnished labor or materials toward the performance of the work, or receipts in full in lieu thereof.

ARTICLE 27. PATENTS. Contractor shall defend all suits or claims for infringement of any alleged patent rights arising under this Contract and shall indemnify Company from loss on account thereof, and pay any judgments and fees resulting therefrom, including royalties,

license fees and attorneys' fees; except that Company shall be responsible and shall indemnify Contractor for any such loss incurred by Contractor, resulting from the use of a particular process or product specified in writing by Company, as specified in ARTICLE 10, by paragraph (h). However, if Contractor has information that the process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless it promptly gives such information to the Company Representative. Contractor hereby grants to Company a non-exclusive, royalty-free license under patents and technology now or hereafter owned by Contractor covering any machine, apparatus, processes, articles, or products employed or produced in the execution of the work.

ARTICLE 28. CONFIDENTIAL INFORMATION AND INVENTIONS. (a) Contractor shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Contract, and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of Company or of any subsidiary or affiliated company, or any other confidential information given to Contractor by any of Company's officers, employees, or representatives acquired by Contractor during the term of or as a result of this Contract. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in Contractor's possession prior to such disclosure to Contractor by Company or any of its subsidiary or affiliated companies or which is or shall lawfully be published or become part of general knowledge from sources other than Contractor or which otherwise shall lawfully become available to Contractor from a source other than Company or any of its subsidiary or affiliated companies, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by Contractor in performing such work. Such information may, of course, be disclosed to the proper officers or employees of Contractor if necessary to perform the work. Contractor

shall, however, inform each of its employees who receives such information of these restrictions and Contractor shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to Company, effectuating the purposes of this paragraph.

(b) Contractor shall communicate to Company at once, and require Contractor's employees assigned to this project to communicate to Company all inventions and improvements which any of Contractor's employees, either alone or in conjunction with any of Company's employees, may conceive, make or discover during the course of or as a result of work on this project under this or any ensuing agreement with Company that relates to the processes, products, compositions, machinery or plants of Company, or relating in any way to any of the operations in which Company, or any of its subsidiary or affiliated companies has been or is engaged in at the time, and such inventions and improvements shall become the sole, exclusive property of Company without any obligation on its part to make any payment therefor other than any sums which Company may be obligated to pay to Contractor as compensation for services rendered by Contractor under contract with Company. Contractor shall require its employees to execute patent applications and assignments thereof to Company or its nominees, and powers of attorney relating thereto for any country Company may designate, and shall take all other actions as Company may request to maintain and protect such inventions and improvements. Company shall pay all costs or charges incurred in protecting such inventions and improvements if Company desires to protect them. Before assigning any of Contractor's employees to work under any contract with Company concerning this project, Contractor shall obtain from them agreements satisfactory to Company effectuating the purposes of this paragraph.

(c) The rights and obligations set forth in this ARTICLE 28 shall survive the performance of this Contract, or any termination, discharge or cancellation thereof.

ARTICLE 29. INDEMNITY. (a) Contractor hereby agrees to defend, indemnify, protect, and save Company harmless from and against, and to

reimburse Company for, any and all claims, demands, losses, liabilities, expenses, or costs, of every kind and nature (including, but not limited to, attorneys' fees and court costs), for damage to or loss of property of any person, firm, or corporation (including, but not limited to, property in the custody of or owned, used, or leased by Contractor) and for injury to, illness, disease, or death of, any person whomsoever (including, but not limited to, employees of Contractor and Company) arising, in whole or in part, out of or in connection with Contractor's work, maintenance, or operations under this Contract or out of Contractor's or its subcontractors' negligence, breach of express or implied warranties, breach of andy other provision of this Contract, or strict liability. Contractor's liability to Company as set forth in the preceding sentence shall apply regardless of whether the incident or occurrence giving rise to the injury, illness, disease, death, damage, or loss is caused in part by the negligence of Company or in whole or in part by the defectiveness of any product or equipment owned or provided by Company, except only those instances in which Company's negligence is the sole cause of such incident or occurrence and any resulting injury, illness, disease, death, damage or loss. Contractor acknowledges that the intent of this provision is to obligate Contractor to indemnify Company against any and all potential liabilities, however they may arise, including indemnifying Company against Company's own negligence, except only those liabilities that result from Company's sole negligence.

(b) Contractor's liability to Company under this Article for damage to or loss of the tangible property of Company shall not exceed $500,000.00.

(c) For purposes of this ARTICLE, the activities of Contractor or its subcontractors, agents, or employees, on or about Company's premises shall be deemed to relate to Contractor's work, maintenance, or operations under this Contract, whether or not such activities are within the scope of their agency or employment.

(d) Without relieving Contractor of any of its obligations hereunder, Company may elect to defend or participate in the investigation and/or defense of any related lawsuit at its own expense.

ARTICLE 30. COMPLIANCE WITH LAWS. (a) Contractor shall give all notices required by and comply with all federal, state and local laws, ordinances, rules and regulations relating to the work, and shall secure, at Company's request, documents evidencing compliance therewith, and Contractor shall secure and deliver to Company all necessary permits and licenses required thereunder. If the drawings or specifications are at variance therewith, Contractor shall promptly notify the Company Representative in writing. Contractor hereby appoints Company as attorney-in-fact to do such things and execute such documents, on behalf and at expense of Contractor, as Company deems necessary to assure Contractor's compliance with this Article, but only if (i) in Company's reasonable judgment failure to effect such compliance by Contractor would be detrimental to Company and (ii) Contractor has either failed to initiate, or diligently pursue, efforts to effect such compliance within ten days after Company has mailed or telegraphed to Contractor a notice requesting such compliance.

(b) Contractor shall comply with all applicable federal, state and local laws, regulations and orders, including but not limited to the Fair Labor Standards Act and the Immigration Reform and Control Act of 1986, and shall upon request furnish to Company a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4, of the Code of Federal Regulations (Paragraph 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 41, part 60-741.4 of the Code of Federal Regulations, and the Listing of Employment Openings for Veterans clause in Title 41, Part 60-250.4 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable.

ARTICLE 31. FORCE MAJEURE. Both parties shall be absolved from liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party affected thereby and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the

same in writing to the other party as soon as possible after the occurrence of the cause relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.

ARTICLE 32. TERMINATION. (a) Should conditions arise which, in Company's opinion, make it advisable or necessary to discontinue work hereunder, Company may terminate this Contract in whole or in part without fault of Contractor by giving seven (7) days written notice to Contractor specifying the date and the extent to which this Contract is terminated. Upon any such termination, Company shall take possession of the premises and of all or any part of the materials and equipment delivered or in transit to the job site. Contractor shall be paid all unpaid authorized costs of work properly incurred plus the balance of earned fee to the date of termination. Such payments shall be made within thirty days after receipt of Contractor's statement as provided in ARTICLE 13, and such statement shall include the balance of earned fee.

(b) If Contractor should fail to prosecute the work with reasonable promptness and diligence, or fail to make prompt payment to subcontractors or for materials or labor, or should fail or refuse to supply sufficient skilled workmen or materials of the proper quality, or should become insolvent or be unable to pay its debts as they mature, or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the whole or any substantial part of Contractor's property, or if Contractor should become in any way the subject of a bankruptcy petition, or if Contractor defaults in the performance of any material provisions of this Contract, Company may, in addition to all other rights and remedies provided by law, exercise any one or more of the following rights:

(1) Company may terminate this Contract by giving at least seven (7) days written notice to Contractor specifying the default and the effective date of termination, and without prejudice to other rights or remedies provided by law or by this Contract, may take possession of the premises and of all or any part of the materials or equipment delivered

or in transit to the job site and finish the work by whatever method it may deem expedient.

(2) On receipt of notice of termination Contractor shall, unless otherwise directed by the Company Representative, immediately discontinue the work and shall, if requested by the Company Representative, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Company and shall thereafter do only such work as may be necessary to preserve and protect work completed or in progress and to protect materials, plant and equipment at the job site or in transit.

(3) If requested by the Company Representative, Contractor shall assign to Company any or all contracts or options made by Contractor in performance of the work and shall execute and deliver all such papers and take such steps as Company may request for the purpose of vesting in Company all rights, privileges, and benefits therein.

(4) In the event of termination under this ARTICLE 32(b), Contractor shall be paid for unpaid authorized costs of work prior to termination and all reasonable costs incurred at Company's request after termination, subject to Company approval in the manner specified in this Contract. Contractor shall also be paid the balance of earned fee less all amounts subject to retention by Company until final completion as provided under this Contract.

ARTICLE 33. REMOVAL OF RENTAL EQUIPMENT. (a) During the progress of the work, Contractor shall not remove any items of rental equipment from the work without the approval of the Company Representative. When items are no longer needed in the work, Contractor shall promptly request the Company Representative's permission to remove them, and shall do so when and as directed by the Company Representative.

(b) In the event this Contract is terminated for default of Contractor, Contractor shall assign to Company, at its option, all existing leases of rental equipment belonging to others, and Company shall have the right to retain all equipment at that time being rented from Contractor, upon existing terms and conditions as governed by ARTICLE 10(e) hereof, for a period not exceeding the time utilized by Company in completing the work.

ARTICLE 34. INSURANCE. (a) Contractor shall comply with the insurance obligations set forth in Schedule "G" entitled "Insurance To Be Carried By Contractor", attached hereto and made a part hereof.

(b) Cost of insurance, set forth in the aforesaid Schedule and any deductibles shall not constitute a reimbursable cost.

(c) Company shall place and maintain in force with responsible insurance carriers during the life of the work, fire and extended coverage, boiler and machinery and all risk property damage insurance (subject to normal exclusions to be found in so-called "all risk" policies) covering the work and Company's property other than the work, [see paragraph 29(b)]. Company hereby waives its rights to recover from Contractor any losses paid to Company by Company's carriers of said insurance or losses paid to Company under any business interruption coverage Company may elect to obtain.

ARTICLE 35. SUBSTANCE ABUSE PROGRAM. Contractor agrees to comply with the substance abuse program per the attached schedule "H".

ARTICLE 36. NOTICES. All notices hereunder shall be deemed to be made properly if sent by mail to Contractor at P.O. Box 792, Kingsville, Texas 78363 and to Company at P.O. Box 428, Bishop, Texas 78343. The address may be changed by either party by similar notice. Notice so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the Contractor's Superintendent or the Company Representative, as appropriate.

ARTICLE 37. MISCELLANEOUS PROVISIONS. (a) This Contract constitutes the entire agreement between Contractor and Company relating to the work. There are no previous or contemporaneous representations or warranties of Company or Contractor not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Contract or of any terms thereof shall be binding on Company unless in writing and executed by an officer or employee of Company specifically authorized to do so.

(c) No waiver of any provision of or a default under this Contract shall affect the right of Company thereafter to enforce said provision

or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Contract or of any terms thereof shall impair Company's rights with respect to any liabilities, whether or not liquidated, of Contractor to Company theretofore accrued.

(e) All rights and remedies of Company specified in this Contract are in addition to Company's other rights and remedies.

(f) Contractor shall remain an independent contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind Company or to assume or to create any obligation express or implied on behalf of Company. It is expressly understood Company is interested only in results obtained and neither Company nor Company's representatives shall have any authority to supervise Contractor's employees, agents or subcontractors nor to direct or control their detailed methods or performance.

(g) The provisions of this Contract are and shall be severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision or of this Contract as a whole, except as Company and Contractor may otherwise agree at or after the time it is determined or declared that a provision is invalid or unenforceable.

IN WITNESS WHEREOF, the Contractor and the Company have caused this Contract to be executed as of the day and year first above written.

Arthur Brothers, Inc	HOECHST CELANESE ENGINEERING PLASTICS DIVISION, HOECHST CELANESE CORPORATION
By: Aaron F. Starks	By: _____
Title: Vice - President	Title: _____

P. O. BOX 792

TELEPHONE 592-6416

ARTHUR BROTHERS

INCORPORATED

HIWAY 77 BYPASS
KINGSVILLE, TEXAS 78363

April 24, 1989

AFS-28-89

Hoechst Celanese Corporation
Engineering Plastics Division
P. O. Box 428
Highway 77 South
Bishop, Texas 78343

Attn: Mr. Merrick E. Suacier

Re: 1989 Contract

Dear Merrick:

Arthur Brothers, Incorporated (ABI), appreciates the opportunity to renew our contract with the Hoechst Celanese Bishop Facility.

We submit the attached schedules to be attached to and made a part of the referenced contract as follows;

Schedule	A.	Classifications, Pay Rates and Pay Practices
Schedule	B.	Rental Rates, Small Tools, and Personal Protection Equipment Costs
Schedule	C.	Percentage Fee (Markup) for Maintenance. Construction, and Engineering Labor Costs.
Schedule	D.	Employee Moves and Traveling Expenses
Schedule	E.	Safety Awareness Activities
Schedule	F.	Supervisory Training
Schedule	G.	Insurance to be carried by Contractor
Schedule	H.	Substance Abuse Program
Schedule	I.	Continued Improvement Plan

Very Truly Yours
ARTHUR BROTHERS, INC.

Aaron F. Starks
Vice-president

CC: D. Siemonsma
H. Wilmeth

16633

SCHEDULE "A" Effective date - May 1, 1989

Classifications, Pay Rates and Pay Practices

A. Salaries	Range
Superintendent	40,000/54,000
General Foreman	31,500/45,000
Foreman	26,000/36,500

B. Standard Hourly Rates

1. General

Administrative Assistant	9.00 - 11.00
Technician	12.00 - 20.00
Mechanic A	11.50
Mechanic B	10.90
Mechanic C	10.30
Mechanic D	9.90
Utility A	9.45
Utility B	9.07
Utility C	8.69
Helper A	8.32
Helper B	7.94
Helper C	7.56
Utility Service A	7.09
Utility Service B	6.62
Utility Service C	6.33
Service A	5.95
Service B	5.67
Service C	5.29
Clerical	3.50 - 9.50
Field Buyer	9.00 - 11.50
Leadman	.50 above craft supervised
Temporary Foreman	1.00 above craft supervised

SCHEDULE "A" Effective Date - May 1, 1989

2. Warehouse	Rotating Shift	St. Day	St. Evening
Utility Service A	7.42	7.09	7.42
Utility Service B	6.95	6.62	6.95
Utility Service C	6.66	6.33	6.66
Service A	6.28	5.95	6.28
Service B	6.00	5.67	6.00
Service C	5.62	5.29	5.62

3. Engineering

Engineer	12.00 - 30.00
Draftsman	6.00 - 20.00
Estimator	6.00 - 20.00
Planner/Scheduler	6.00 - 20.00

C. Premium Hourly Rates

Premium Hourly Rates shall be paid at the rate of one and one-half (1-1/2) the employees Standard Hourly Rates. Premium time shall be defined as all hours worked in excess of eight hours (8) in a work day or in excess of forty hours (40) hours in a work week.

D. Pay Practices

(1) Holiday, Sick Leave, Vacation and Jury Duty.
The following shall be recognized hereunder a contractor"s Holidays.

July 4	Thanksgiving
Labor DAy	Christmas

(a) Hourly Employees - Company shall pay Contractor for any such holiday at 1-1/2 times the standard time pay rates however, Contractor shall not be paid for hours not worked, such as any illness, vacation or jury duty, for any of Contractor"s hourly employees except with the written approval of the Company representative.

SCHEDULE "A" Effective May 1, 1989

(b) Salaried Employees - Company shall pay Contractor for all salaried employees at a weekly rate of 1/52 their annual salary except for sick leave which extends beyond three (3) days, all vacations and the four recognized Contractor holidays.

(2) Call Out Pay

Company shall pay contractor for work on a "call out" basis at Company's request, outside the Contractor's employees regular scheduled shift at 1-1/2 times standard rate for hours actually worked; however, if work extends into regular hours, then call out pay applies only to hours worked outside the regular scheduled shift. If Contractor"s employee called out works less the four (4) hours and hours worked do not extend into the regular shift, Contractor will be reimbursed for four (4) hours at the standard rate or for hours actually worked at 1-1/2 times the standard rate, whichever is greater.

(3) Show Up Pay

Company shall pay Contractor two (2) hours "show up" pay, at the standard rate, for any contractor employee who reports for his regular scheduled shift but is prohibited from working for any cause beyond Contractor's control.

Class Descriptions and Qualifications

Mechanic A.

Skilled, experienced, capable and responsible to perform all phases of one or more of the following crafts: Instrument Mechanic, Electrician, Machinist, Pipe Welder (carbon & alloys), Pipefitter, Rigger, Boilermaker, Equipment Operator (heavy), Diesel engine mechanics,Insulators, Painter, Carpenter and Iron Workers

Mechanic B.

Gradient of Mechanic A. Skilled, experienced, capable and responsible to perform all phases of one or more of the following crafts: Carpenter (rough), Painter (brush), Pipe Welder (carbon), Iron Worker/Welder (Structural),Iron Worker (rebar).

Mechanic C.

Gradient of Mechanic A & B. Skilled, capable, and responsible to perform as craftsman with moderate experience.

Mechanic D

Gradient of Mechanic A,B & C. Capable and responsible to perform as craftsman with minimal experience.

Utility A

Positions demanding considerable skill and responsibility i.e., Tool room attendant, Water blaster, Warehouse receiving clerk, Equipment operator (light), Dispatcher, Gauger, Etc.

Utility B

Gradient of Utility Man A.

Utility C

Gradient of Utility A & B

Helper A,B, & C

Assistant to and under direction of Mechanic. Position demands considerable skill and responsibility. Unless otherwise qualified helpers start as Class C and earn promotions through individual merit.

Utility Service A

Semi-skilled positions demanding moderate responsibility, i.e., Warehouse delivery, Truck Driver (light), Tractor mower, Metal salvage, Fuel oil loader, Warehouse packaging, drumming, etc. May also be used as assistant to other classifications.

Utility Service B

Gradient of Utility Service A

Utility Service C

Gradient of Utility Service A & B

Service A,B & C

Unskilled labor. Unless otherwise qualified Service men start at Class C and earn promotions thru individual merit. May be used as assistant to other classifications..

Engineering

Due to the wide range in education, expertise and experience in these positions, rates are set on an individual basis, with approval of company representative.

Technician

Special skills not attainable under other classifications. Approval of ABI main office and HCC company representative is required.

All positions are filled at the lowest possible classifications consistent with manpower availability.

Schedule "B"
Page 1 of 1

Rental Rates, Small Tools and Personal Protection Equipment Cost

1. Rental rates for all tools and equipment owned by Contractor shall not exceed the existing local standard rates or exceed 85% of the latest Associated Equipment Distributor's listing, whichever is lower.

2. If HCC chooses to supply all tools including those of a value of $400 or less, a percentage of .5% shall be deducted from the overhead fee of Submittal "C".

3. If HCC chooses to supply all safety glasses, goggles hard hats and I.D. badges, a percentage fee of .2% shall be deducted from the overhead fee of Submittal "C".

4. It is understood HCC will supply all expendable supplies including all personal protection equipment for hazardous materials.

Schedule "C"
Page 1 of 1

Percentage Fee (Markup) for Maintenance, Construction and Engineering Labor Costs.

A. 22% on the straight time portion of actual wages and salaries chargeable to the work which covers all related costs such as FICA, employee benefits, and required insurance. State and Federal Unemployment taxes are excluded and shall be accrued and billed to Company at cost at the end of each quarter.

B. Sliding Scale Fee of:

1. 6% on the straight time portion of actual wages and salaries chargeable to the work up to $8,000,000.00 to cover, overhead and other unidentified costs.

2. 5% on the straight time portion of actual wages and salaries chargeable to the work from 8,000,001.00 to 12,000,000.00 to cover, overhead and other unidentified costs.

3. 4% on the straight time portion of actual wages and salaries chargeable to the work from 12,000,001.00 and up, to cover, overhead and other unidentified costs.

C. 2% on the straight time portion of actual wages and salaries chargeable to the work to cover profit. This portion of the fee shall not be applicable to any rework as described in Article 6.

D. 7.5% on the premium portion of overtime actual wages and salaries chargeable to the work which covers all payroll related (FICA) costs.

E. 1% on the premium portion of overtime actual wages and salaries chargeable to the work, to cover profit, overhead and other unidentified costs.

Employee Moves And Traveling Expenses

Key Long Term Employees

(1) Actual moving expenses to job site of Contractor"s long term employees shall be limited to an allowance of. not to exceed packing and moving, 15,000 lbs of household goods only, at existing local standard rates and not to exceed rates set by the Texas Railroad Commission. Employee shall receive Three (3) days leave of absence at his regular salary for such move.

Key Short Term Employees

(2) Travel expenses of Contractor"s key short term employees shall be limited to travel expenses not the exceed actual mileage to and from Contractors Main office to the job site at the rate of 24 cents per mile. Travel time (hourly employees only). shall be limited to one hour at the standard rate of pay for each fifty (50) miles traveled to and from Contractors Main office and the job site.

(3) Per diem of fifty (50.00) dollars shall be allowed for each employee whose work requires they stay overnight away from their principle residence.

(4) All moving, travel and per diem expenses shall have prior approval of the company representative.

(5) Long term employee shall be defined as one who becomes a part of the ongoing operation, whereas short term shall be those brought in for turn-arounds or other projects of specific duration.

(6) A charge of 24 cents per mile will be charged for all vehicles used by the Contractor in the performance of work on behalf of the owner. Transportation of employees to and from the work site is not a reimbursable cost.

Safety Awareness Activities

1. Quarterly Safety audits by ABI Safety Director and Insurance Safety Engineer

   (A) To insure Hazards communication compliance
   (B) To perform simulated OSHA inspection
   (C) To insure minimum legal requirements for all Environmental, Health, and Safety procedures and equipment.

2. Monthly newsletter from ABI Safety Director containing:

   (A) Narratives of accidents and/or near-accidents of the previous month
   (B) Current ABI statistics
   (C) Current OSHA matters
   (D) Safety information Articles
   (C) Comments and Views from the field

3. Semi-annual field Safety Coordinator Training Seminars

   (A) OSHA and EPA matters
   (B) Improving Safety Awareness and Training

4. Monthly Field Safety Meetings

   (A) General Safety and Health Information
   (B) Specific developments in Safety and Health
   (C) Targeted for Safety and Health Awareness
   (D) Meeting involvement: All Personnel

5. Weekly Foreman/crew Safety Meeting

   (A) Conducted by Foreman with crew
   (B) Safety meeting outlines provided from Home Office.
   (C) Material is previewed and discussed with management supervision and Safety Coordinator.

6. Safety Awards and Incentives

   (A) Determined by competition between locations
   (B) Include plaques and individual prizes (caps, belt buckles, windbreaker, coffee mugs, etc.)

Supervisory Training

1. Semi-Annual Seminars
2. Monthly Video Sessions
   Subjects: Safety and Health, Human Relations, Productivity, Discipline, Communication Skills, Motivation, Appraisals, and Quality

Insurance To Be Carried By Contractor

January 1, 1989

WORKERS' COMPENSATION:

Policy Period - September 7, 1988 to September 7, 1989

Employers' Liability Limits

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 each employee
Bodily Injury by Disease	$500,000 policy limit

Premium Basis

Classification	Rate Per $100 Payroll
Oil Refining Units Erection or Repair	8.02

Increased Employers" Liability Limits Charge 1%
Experience Modifier .78

GENERAL LIABILITY; (Per Individual location, i.e. Bishop, Bay City, Pampa and Corpus Christi)

Policy Period - September 7, 1988 to September 7, 1989

Limits of Insurance

General Aggregate Limit	$2,000,000
Products - Completed Operations Aggr. Limit	2,000,000
Personal and Advertising Injury Limit	1,000,000
Each Occurrence Limit	1,000,000
Fire Damage Limit	50,000(any one fire)
Medical Expense Limit	5,000(any one person)

Premium Basis

Classification	Rate Per $1000 payroll
Oil Still Erection or Repair	$16.50 *

*net rate after premium discount

UMBRELLA PRICING FOR PRESENT COVERAGE (9-7-88/9-7-89).

UMBRELLA LIABILITY

Policy Period - September 7, 1988 to September 7, 1989

Limits of Liability

$4,500,000 any one accident or occurrence
$4,500,000 aggregate limit

Premium Basis

Premium:	$78,000.00 (Flat)
Policy Fee	200.00
Taxes:	3,925.64
	82,125.64

Each of the above policies shall be written specifically and solely for Hoechst Celanese Corporation and its affiliates and subsidiaries only. Naming Hoechst Celanese Corporation directly as being solely covered by each policy.

All applicable policies shall be subject to the terms and conditions of Article 29 (Indemnity)) of the proposed contract. See attached sample "Certificate of Insurance"

UMBRELLA LIABILITY of $10,000,000

See attached as submitted by Texas Employers Insurance Co.

REVISION OF UMBRELLA PROGRAM TO MEET $10,000,000 REQUIREMENTS:

OPTION ONE: London has agreed to leave the current umbrella in force; increase the limits to $10,000,000; and endorse the policy to delete the aggregate. Therefore, our umbrella would provide $10,000,000 in unaggregated limits. The $10,000,000 per occurrence limit would be available for each occurrence, no matter how many occurrences occur in the policy year. There would be $10,000,000 in umbrella limits for each occurrence that happened, whether it be a loss relating to Hoechst Celanese operations, or a loss from any other operations, the $10,000,000 limit would be available for each.

LIMIT	CARRIER	ANNUAL PREMIUM	RATE
$10,000,000	Lloyds of London	$45,000 *	Flat

* Annual Premium to be pro-rated for term (to expire 9-7-89).

OPTION TWO: Pull out the ABI (work for HCC) portion of the London umbrella and re-write a separate umbrella for ABI, London would continue to write a $4,500,000 umbrella for all non-HCC operations. The new separate umbrella for ABI (HCC operations) would be written with new carriers as follows:

LIMIT	CARRIER	ANNUAL PREMIUM	RATE
$5,000,000	First State	$77,189 *	Flat
$5,000,000 excess of $5,000,000	Employers Casualty Company	$45,000 *	Flat

* Annual premium to be pro-rated for term (to expire 9-7-89).

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. SHOULD ANY OF THE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL ten DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED:

February 24, 1989
ISSUE DATE OF THIS CERTIFICATE
September 7, 1988
ISSUED AT
Corpus Christi, Texas

CERTIFICATE HOLDER

Hoechst Celanese
P. O. Box 428
Bishop, Texas 78343

INSURED

ARTHUR BROTHERS, INC.
P.O. Box 792
Kingsville, Texas 78363

- [1] TEXAS EMPLOYERS' INSURANCE ASSN. • DALLAS, TX
- [D] TEXAS EMPLOYERS INDEMNITY CO. • DALLAS, TX
- [2] EMPLOYERS CASUALTY COMPANY • DALLAS, TX
- [3] EMPLOYERS NATIONAL INSURANCE CO. • DALLAS, TX
- [7] EMPLOYERS CASUALTY CORPORATION • DALLAS, TX
- [8] EMPLOYERS NATIONAL INS. CORP. • DALLAS, TX
- [E] EMPLOYERS OF TEXAS LLOYD'S • DALLAS, TX
- [ ] _____

Authorized Representative
(Signed) George Hart
(Typed) George Hart, District Manager

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	CO. NO.	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	1	WC-29973	9-7-88	9-7-89	STATUTORY $500, (EACH ACCIDENT) $500, (DISEASE-POLICY LIMIT) $500, (DISEASE-EACH EMPLOYEE)
GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCURRENCE [ ] OWNER'S & CONTRACTOR'S PROTECTIVE [X] Contractual Liab. [X] Prod./Comp. Oper.	E	TCP-E418344	9-7-88	9-7-89	GENERAL AGGREGATE $ 2,000, PRODUCTS COMP/OPS AGGREGATE $ 2,000, PERSONAL & ADVERTISING INJURY $ 1,000, EACH OCCURRENCE $ 1,000, FIRE DAMAGE (ANY ONE FIRE) $ 50, MEDICAL EXPENSE (ANY ONE PERSON) $ 5
AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] GARAGE LIABILITY [ ] _____	2	BAA-594776	9-7-88	9-7-89	CSL $ 1,000, BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $
EXCESS LIABILITY [ ] [ ] OTHER THAN UMBRELLA FORM					EACH OCCURRENCE $ AGGREGATE $
OTHER					

Waiver of Subrogation has been endorsed to above mentioned policies in favor of Hoechst Celanese. Subject to all of the terms and conditions thereof, the CGL policy identified above applies to Article 29 "Indemnity" of the contract executed _____ by Hoechst Celanese Corporation and Arthur Brothers, Inc.

TECO 17993-A (9-87)

16647

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. SHOULD ANY OF THE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL ten DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED:

February 24, 1989
ISSUE DATE OF THIS CERTIFICATE
September 7, 1988
ISSUED AT
Corpus Christi, Texas

CERTIFICATE HOLDER

Hoechst Celanese
P. O. Box 428
Bishop, Texas 78343

INSURED

ARTHUR BROTHERS, INC.
P.O. Box 792
Kingsville, Texas 78363

1 TEXAS EMPLOYERS' INSURANCE ASSN. • DALLAS, TX
D TEXAS EMPLOYERS INDEMNITY CO. • DALLAS, TX
2 EMPLOYERS CASUALTY COMPANY • DALLAS, TX
3 EMPLOYERS NATIONAL INSURANCE CO. • DALLAS, TX
7 EMPLOYERS CASUALTY CORPORATION • DALLAS, TX
8 EMPLOYERS NATIONAL INS. CORP. • DALLAS, TX
E EMPLOYERS OF TEXAS LLOYD'S • DALLAS, TX
F LLOYDS OF LONDON written through National General Agency

Authorized Representative
(Signed)
(Typed) Don Lee

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	CO. NO.	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY					STATUTORY $ (EACH ACCIDENT) $ DISEASE-POLICY LIMIT $ DISEASE-EACH EMPLOYEE
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTORS PROTECTIVE					GENERAL AGGREGATE $ PRODUCTS COMP/OPS AGGREGATE $ PERSONAL & ADVERTISING INJURY $ EACH OCCURRENCE $ FIRE DAMAGE (ANY ONE FIRE) $ MEDICAL EXPENSE (ANY ONE PERSON) $
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY					CSL $ BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $
EXCESS LIABILITY X UMBRELLA LIABILITY ☐ OTHER THAN UMBRELLA FORM	F	CD-1009	9-7-88	9-7-89	EACH OCCURRENCE $ 4,500, AGGREGATE $ 4,500,
OTHER					

cc: NGA

Waiver of subrogation has been endorsed to above mentioned policies in favor of Hoechst Celanese.

16648

TECO 17993-A (9-87)

Substance Abuse Program

1. All new employees must pass test for substance abuse prior to beginning work.

2. Ten (10%) percent of workforce is randomly selected and tested each month for substance abuse.

3. All employees are tested at least once each 12 months.

4. Any employee incurring an OSHA loggable injury shall be tested.

5. All pre-employment testing shall be considered "Cost of Work" and billed to Hoechst-Celanese at Thirty-Five Dollars ($35.00) per test.

6. All random and incident testing shall be considered "Items not Cost of Work" and shall be paid by Contractor.

Schedule "I"
Page 1 of 2

Continued Improvement Plan

Contractor agrees to achieve satisfactory improvement progress in the following areas, and to furnish the company with evidence of these improvements.

IMPROVEMENT AREA	EXPECTATION
FOREMAN MANAGEMENT SKILLS	1. Develop and implement long term training plans to improve people and organizational management skills. Measure and report on progress regularly to include results on the job. 2. Develop and utilize craftsmen input to job improvement action ideas. 3. Identify candidates for supervisor backup and replacement and develop skills with relevant training. report on progress regularly.
CRAFTSMAN SKILLS	1. Develop and implement a plan to improve cross craft skills. Report on progress regularly. 2. Improve employee record keeping on evaluations of performance, skills, reasons for leaving, recommendation for rehire, etc., to hire skillS to match work assignments. 3. Identify and obtain required certifications (e.g. yard runners, Forklifts, Weed Sprayers, Asbestos Removal, etc.). Report on progress regularly.
CREW MIX MANAGEMENT	1. Significantly increase the current Helper/Craftsman Ratio of 0.5 2. Improve crew mix management methods to optimize average wage rate and report results monthly. (e.g. by functions - Maintenance, Construction, Warehousing, Etc. and Total). 3. Develop and implement a plan to control progression to top wage rate.

16650

COMPANY IMPROVEMENT	1. Identify Company strategy for continual improvement of Safety, Quality, and Productivity, and implement a plan for achievement.
GENERAL	1. The overall impact of progress in the above needs improvement areas must be a significantly improved maintenance organization as viewed by Hoechst Celanese. 2. Lack of satisfactory progress may result in cancellation of the contract.
ACTION PLANS & SCHEDULES	1. Improvement plans must be written, furnished to the Company, and include target progress schedules.

P.O. BOX 792

TELEPHONE 592-6416

file

ARTHUR BROTHERS

INCORPORATED

HIWAY 77 BYPASS
KINGSVILLE, TEXAS 78363

PLAINTIFF'S EXHIBIT

CEL-1396

AFS-21-89

February 27,1989

Hoechst Celanese Chemical Group
1250 W. Mockingbird Lane
P.O. Box 569320
Dallas, Tx. 75356-9320

Attention: Mr. Rogers Shandley

Re: Invitation to submit proposal
for a Maintenance and Construction
Labor Contract TRS-012-89 February 8, 1989

Dear Rogers:

Arthur Brothers, Incorporated (ABI), appreciates the opportunity to bid on the referenced contract and is pleased to submit the following proposals for Bishop, Bay City, Corpus Christi and Pampa.

Submittal "A"

1. Classifications, Pay Rates and Pay Practices

See Attached Exhibits

Exhibit A. Bishop Classifications, Pay Rates and Pay Practices

Exhibit B. Bay City Classifications, Pay Rates and Pay Practices

Exhibit C. Pampa Classifications, Pay Rates and Pay Practices

Exhibit D. Corpus Christi Classifications, Pay Rates and Pay Practices

16652

ABI

In summary, please understand and know of our regard and appreciation for our longstanding relationship. Many changes have occurred in the way we do business over the years. We recognize a failure on our part to communicate and thus to respond in a timely manner to these needed changes. However, let this proposal serve notice of our renewed commitment to serve you in the most proficient and economical manner possible.

The key to effective fulfillment of this contract will always be the competence of the mechanic with his tools. However, the role of management, in plant and home office, certainly impacts this performance. This role can be summed up in one word - COMMUNICATION. No greater challenge faces us than to have each employee know the specifications, scope, hazards and timing of each task assigned and then provide the information, tools, equipment and materials to perform that task. We believe that your acceptance of this proposal will provide the framework for continuation of the good services of the past plus the opportunity to build on foundations already laid in the areas of training, planning and scheduling, for a safe and efficient operation.

Thank you again for the opportunity to submit this proposal.

Very truly yours,
ARTHUR BROTHERS, INCORPORATED

Aaron F. Starks
Vice-President

16653

Bishop
EXHIBIT "A" Effective date - May 1, 1989

Classifications, Pay Rates and Pay Practices

A. Salaries	Range
Superintendent	40,000/54,000
General Foreman	31,500/45,000
Foreman	26,000/36,500

B. Standard Hourly Rates

1. General

Administrative Assistant	9.00 - 11.00
Technician	12.00 - 20.00
Mechanic A	11.50
Mechanic B	10.90
Mechanic C	10.30
Mechanic D	9.90
Utility A	9.45
Utility B	9.07
Utility C	8.69
Helper A	8.32
Helper B	7.94
Helper C	7.56
Utility Service A	7.09
Utility Service B	6.62
Utility Service C	6.33
Service A	5.95
Service B	5.67
Service C	5.29
Clerical	3.50 - 9.50
Field Buyer	9.00 - 11.50
Leadman	.50 above craft supervised
Temporary Foreman	1.00 above craft supervised

Bishop
EXHIBIT "A" Effective Date - May 1, 1989

2. Warehouse	Rotating Shift	St. Day	St. Evening
Utility Service A	7.42	7.09	7.42
Utility Service B	6.95	6.62	6.95
Utility Service C	6.66	6.33	6.66
Service A	6.28	5.95	6.28
Service B	6.00	5.67	6.00
Service C	5.62	5.29	5.62

3. Engineering

Engineer	12.00 - 30.00
Draftsman	6.00 - 20.00
Estimator	6.00 - 20.00
Planner/Scheduler	6.00 - 20.00

C. Premium Hourly Rates

Premium Hourly Rates shall be paid at the rate of One and one-half (1-1/2) the employees Standard Hourly Rates. Premium time shall be defined as all hours worked in excess of eight hours (8) in a work day or in excess of forty hours (40) hours in a work week.

D. Pay Practices

(1) Holiday, Sick Leave, Vacation and Jury Duty.
The following shall be recognized hereunder a contractor"s Holidays.

July 4	Thanksgiving
Labor DAy	Christmas

(a) Hourly Employees - Company shall pay Contractor for any such holiday at 1-1/2 times the standard time pay rates however, Contractor shall not be paid for hours not worked, such as any illness, vacation or jury duty, for any of Contractor"s hourly employees except with the written approval of the Company representative.

Bishop
EXHIBIT "A" Effective May 1, 1989

(b) Salaried Employees - Company shall pay Contractor for all salaried employees at a weekly rate of 1/52 their annual salary except for sick leave which extends beyond three (3) days, all vacations and the four recognized Contractor holidays.

(2) Call Out Pay

Company shall pay contractor for work on a "call out" basis at Company's request, outside the Contractor's employees regular scheduled shift at 1-1/2 times standard rate for hours actually worked; however, if work extends into regular hours, then call out pay applies only to hours worked outside the regular scheduled shift. If Contractor"s employee called out works less the four (4) hours and hours worked do not extend into the regular shift, Contractor will be reimbursed for four (4) hours at the standard rate or for hours actually worked at 1-1/2 times the standard rate; whichever is greater.

(3) Show Up Pay

Company shall pay Contractor two (2) hours "show up" pay, at the standard rate, for any contractor employee who reports for his regular scheduled shift but is prohibited from working for any cause beyond Contractor's control.

Bay City
EXHIBIT "B"

Effective date - May 1, 1989

Classifications, Pay Rates and Pay Practices

A. Salaries	Range
Superintendent	40,000/54,000
General Foreman	31,500/45,000
Foreman	26,000/36,500

B. Hourly Rates

1. General

Administrative Assistant	9.00 - 12.00
Technician	12.00 - 20.00
Mechanic A	11.90
Mechanic B	11.30
Mechanic C	10.70
Mechanic D	10.10
Utility A	9.90
Utility B	9.45
Utility C	8.74
Helper A	8.51
Helper B	8.03
Helper C	7.65
Utility Service A	7.32
Utility Service B	6.90
Utility Service C	6.52
Service A	6.05
Service B	5.67
Service C	5.00
Clerical	5.00 - 10.00
Leadman	.50 above craft supervised
Temporary Foreman	1.00 above craft supervised

Effective Date - May 1, 1989

2 .Assigned	Rotating Shift	St. Day	St. Evening
Utility A	10.23	9.90	10.23
Utility B	9.78	9.45	9.78
Utility C	9.07	8.74	9.07
Utility Service A	7.65	7.32	7.65
Utility Service B	7.23	6.90	7.23
Utility Service C	6.85	6.52	6.85
Service A	6.38	6.05	6.38
Service B	6.00	5.67	6.00
Service C	5.33	5.00	5.33

3. Engineering

Engineer	12.00 - 30.00
Draftsman	6.00 - 20.00
Estimator	6.00 - 20.00
Planner/Scheduler	6.00 - 20.00

C. Premium Hourly Rates

Premium Houly Rates shall be paid at the rate of one and one-half (1-1/2) the employees Standard Hourly Rates. Premium time shall be defined as all hours worked in excess of eight hours (8) in a work day or in excess of forty hours (40) hours in a work week.

D. Pay Practices

(1) Holiday, Sick Leave, Vacation and Jury Duty.
The following shall be recognized hereunder as contractor"s Holidays.

July 4	Thanksgiving
Labor DAy	Christmas

(a) Hourly Employees - Company shall pay Contractor for any such holiday at 1-1/2 times the standard time pay rates however, Contractor shall not be paid for hours not worked, such as any illness, vacation or jury duty, for any of Contractor"s hourly employees except with the written approval of the Company representative.

(b) Salaried Employees - Company shall pay Contractor for all salaried employees at a weekly rate of 1/52 their annual salary except for sick leave which extends beyond three (3) days, all vacations and the four recognized Contractor holidays.

(2) Call Out Pay

Company shall pay contractor for work on a "call out" basis at Company's request, outside the Contractor's employees regular scheduled shift at 1-1/2 times standard rate for hours actually worked; however, if work extends into regular hours, then call out pay applies only to hours worked outside the regular scheduled shift. If Contractor"s employee called out works less the four (4) hours and hours worked do not extend into the regular shift, Contractor will be reimbursed for four (4) hours at the standard rate or for hours actually worked at 1-1/2 times the standard rate, whichever is greater.

(3) Show Up Pay

Company shall pay Contractor two (2) hours "show up" pay, at the standard rate, for any contractor employee who reports for his regular scheduled shift but is prohibited from working for any cause beyond Contractor's control.

16659

Pampa
EXHIBIT "C" Effective May 1, 1989

Page 1 of 3

A. CLASSIFICATIONS, PAY RATES AND PAY PRACTICES

Salaries	Range
Superintendent	40,000/54,000
General Foreman	31,500/45,000
Foreman	26,000/36,500
Standard Hourly Rates	
Technician	12.00-20.00
Mechanic A	11.50
Mechanic B	10.75
Mechanic C	10.00
Utility A	9.45
Utility B	9.07
Utility C	8.69
Helper A	8.41
Helper B	8.03
Helper C	7.65
Utility Service A	7.47
Utility Service B	7.09
Utility Service C	6.71
Service A	6.43
Service B	6.50
Service C	5.67
Clerical	5.00 - 10.00
Engineer	12.00 - 30.00
Draftsman	6.00 - 20.00
Temporary Foreman	1.00 above craft supervised
Leadman	.50 above craft supervised

16660

B. Premium Hourly Rates

Premium Hourly Rates shall be paid at the rate of One and one-half (1-1/2) the employees Standard Hourly Rates. Premium time shall be defined as all hours worked in excess of eight hours (8) in a work day or in excess of forty hours (40) hours in a work week.

C. Pay Practices

(1) Holiday, Sick Leave, Vacation and Jury Duty.
The following shall be recognized hereunder a contractor"s Holidays.

July 4	Thanksgiving
Labor DAy	Christmas

(a) Hourly Employees - Company shall pay Contractor for any such holiday at 1-1/2 times the standard time pay rates however, Contractor shall not be paid for hours not worked, such as any illness, vacation or jury duty, for any of Contractor"s hourly employees except with the written approval of the Company representative.

(b) Salaried Employees - Company shall pay Contractor for all salaried employees at a weekly rate of 1/52 their annual salary except for sick leave which extends beyond three (3) days, all vacations and the four recognized Contractor holidays.

(2) Call Out Pay

Company shall pay contractor for work on a "call out" basis at Company's request, outside the Contractor's employees regular scheduled shift at 1-1/2 times standard rate for hours actually worked; however, if work extends into regular hours, then call out pay applies only to hours worked outside the regular scheduled shift. If Contractor"s employee called out works less the four (4) hours and hours worked do not extend into the regular shift, Contractor will be reimbursed for four (4) hours at the standard rate or for hours actually worked at 1-1/2 times the standard rate, whichever is greater.

(3) Show Up Pay

Company shall pay Contractor two (2) hours "show up" pay, at the standard rate, for any contractor employee who reports for his regular scheduled shift but is prohibited from working for any cause beyond Contractor's control.

Corpus Christi
EXHIBIT "D" Effective date - May 1, 1989

Classifications, Pay Rates and Pay Practices

A. Salaries	Range
Superintendent	40,000/54,000
General Foreman	31,500/45,000
Foreman	26,000/36,500

B. Hourly Rates

1. General

Administrative Assistant	9.00 - 11.00
Technician	12.00 - 20.00
Mechanic A	11.50
Mechanic B	10.90
Mechanic C	10.30
Mechanic D	9.90
Utility A	9.45
Utility B	9.07
Utility C	8.69
Helper A	8.32
Helper B	7.94
Helper C	7.56
Utility Service A	7.09
Utility Service B	6.62
Utility Service C	6.33
Service A	5.95
Service B	5.67
Service C	5.29
Clerical	3.50 - 9.50
Field Buyer	9.00 - 11.50
Leadman	.50 above craft supervised
Temporary Foreman	1.00 above craft supervised

2. Engineering

Engineer	12.00 - 30.00
Draftsman	6.00 - 20.00
Estimator	6.00 - 20.00
Planner/Scheduler	6.00 - 20.00

C. Premium Hourly Rates

Premium Hourly Rates shall be paid at the rate of one and one-half (1-1/2) the employees Standard Hourly Rates. Premium time shall be defined as all hours worked in excess of eight hours (8) in a work day or in excess of forty hours (40) hours in a work week.

D. Pay Practices

(1) Holiday, Sick Leave, Vacation and Jury Duty. The following shall be recognized hereunder as contractor's Holidays.

July 4	Thanksgiving
Labor Day	Christmas

(a) Hourly Employees - Company shall pay Contractor for any such holiday at 1-1/2 times the standard time pay rates however, Contractor shall not be paid for hours not worked, such as any illness, vacation or jury. duty, for any of Contractor's hourly employees except with the written approval of the Company Representative.

(b) Salaried Employees - Company shall pay Contractor for all salaried employees at a weekly rate of 1/52 their annual salary except for sick leave which extends beyond three (3) days, all vacations and the four recognized Contractor holidays.

(2) Call Out Pay

Company shall pay contractor for work on a "call out" basis at Company's request, outside the Contractor's employees regular scheduled shift at 1-1/2 times standard rate for hours actually worked; however, if work extends into regular hours, then call out pay applies only to hours worked outside the regular scheduled shift. If Contractor"s employee called out works less the four (4) hours and hours worked do not extend into the regular shift, Contractor will be reimbursed for four (4) hours at the standard rate or for hours actually worked at 1-1/2 times the standard rate, whichever is greater.

(3) Show Up Pay

Company shall pay Contractor two (2) hours "show up" pay, at the standard rate, for any contractor employee who reports for his regular scheduled shift but is prohibited from working for any cause beyond Contractor's control.

Class Descriptions and Qualifications

Mechanic A.

Skilled, experienced, capable and responsible to perform all phases of one or more of the following crafts: Instrument Mechanic, Electrician, Machinist, Pipe Welder (carbon & alloys), Pipefitter, Rigger, Boilermaker, Equipment Operator (heavy), Diesel engine mechanics,Insulators, Painter, Carpenter and Iron Workers

Mechanic B.

Gradient of Mechanic A. Skilled, experienced, capable and responsible to perform all phases of one or more of the following crafts: Carpenter (rough), Painter (brush), Pipe Welder (carbon), Iron Worker/Welder (Structural),Iron Worker (rebar).

Mechanic C.

Gradient of Mechanic A & B. Skilled, capable, and responsible to perform as craftsman with moderate experience.

Mechanic D

Gradient of Mechanic A,B & C. Capable and responsible to perform as craftsman with minimal experience.

Utility A

Positions demanding considerable skill and responsibility i.e., Tool room attendant, Water blaster, Warehouse receiving clerk, Equipment operator (light), Dispatcher, Gauger, Etc.

Utility B

Gradient of Utility Man A.

Utility C

Gradient of Utility A & B

Helper A,B, & C

Assistant to and under direction of Mechanic. Position demands considerable skill and responsibility. Unless otherwise qualified helpers start as Class C and earn promotions through individual merit.

Utility Service A

Semi-skilled positions demanding moderate responsibility, i.e., Warehouse delivery, Truck Driver (light), Tractor mower, Metal salvage, Fuel oil loader, Warehouse packaging, drumming, etc. May also be used as assistant to other classifications.

Utility Service B

Gradient of Utility Service A

Utility Service C

Gradient of Utility Service A & B

Service A,B & C

Unskilled labor. Unless otherwise qualified Service men start at Class C and earn promotions thru individual merit. May be used as assistant to other classifications.

Engineering

Due to the wide range in education, expertise and experience in these positions, rates are set on an individual basis, with approval of company representative.

Technician

Special skills not attainable under other classifications. For emergency use only, requiring approval of ABI main office and HCC company representative

All positions are filled at the lowest possible classifications consistent with manpower availability.

Submittal "B"

1. Rental rates for all tools and equipment owned by Contractor shall not exceed the existing local standard rate's or exceed 85% of the latest Associated Equipment Distributor's listing, whichever is lower.

2. If HCC chooses to supply all tools including those of a value of $400 or less, a percentage of .5% shall be deducted from the overhead fee of Submittal "C".

3. If HCC chooses to supply all safety glasses, goggles hard hats and I.D. badges, a percentage fee of .2% shall be deducted from the overhead fee of Submittal "C".

4. It is understood HCC will supply all expendable supplies including all personal protection equipment for hazardous materials.

< 8MM ST = 21 + 8 = 30
> 8MM ≤ 12MM ST = 22 + 7 = 29
≥ 12MM ST = 22 + 6 = 28
OT = 7.5 + 1.0 = 8.5 Δ = 0

SUBMITTAL "C"

Having examined the bid documents which consist of the sample contract, the written needs and specifications of each location included in the proposal, insurance specifications, and having become familiar with each location to the extent that we can submit a proposal, we submit the following proposals which are to be used in conjunction with submittals A and B.

Percentage Fee (Markup) for Maintenance, Construction and Engineering Labor Costs.

A. 22% on the straight time portion of actual wages and salaries chargeable to the work which covers all related costs such as FICA, employee benefits, and required insurance. State and Federal Unemployment taxes are excluded and shall be accrued and billed to Company at cost at the end of each quarter.

B. 7.5% on the premium portion of overtime actual wages and salaries chargeable to the work which covers all payroll related (FICA) costs.

C. Sliding Scale Fee of:

1. 8% on the straight time portion of actual wages and salaries chargeable to the work up to $8,000,000.00 to cover profit, overhead and other unidentified costs.

2. 7% on the straight time portion of actual wages and salaries chargeable to the work from 8,000,001.00 to 12,000,000.00 to cover profit, overhead and other unidentified costs.

3. 6% on the straight time portion of actual wages and salaries chargeable to the work from 12,000,001.00 and up, to cover profit, overhead and other unidentified costs.

D. 1% on the premium portion of overtime actual wages and salaries chargeable to the work, to cover profit, overhead and other unidentified costs.

E.- H. No Submittal (Engineering covered in A-D)

I. 2% on materials and services purchased by Contractor for the work on behalf of the owner.

J. 2% on equipment rented by Contractor for the work on behalf of the owner.

K. A charge of .24 cents per mile will be charged for all vehicles used by the Contractor in the performance of work on behalf of the owner. Transportation of employees to and from the work site is not a reimbursable cost.

L. Breakdown of the fee allowance for benefits as shown in A.

1. 2.0% Group Health Insurance
2. 3.3% Holiday, Sick and Vacation pay
3. .5% Safety Awareness Activities
4. .5% Hourly and Supervisory training
5. .0% Salaried benefits other than above

M. .15% Fee Allowance for costs to cover random and incidental testing as required by Contractors" Substance Abuse Program.

Summary of all possible Fee Allowances

2.0%	Group Health Insurance
3.3%	Holiday, Sick and Vacation Pay
.5%	Safety Awareness Activities
.5%	Hourly & Supervisory Training
.0%	Salaried Benefits other than above
.5%	Small Tools of a value of $400 or less
.1%	Safety Glasses, goggles, hard hats, and I.D. badges
.15%	Drug Testing
7.05%	Total of all Possible Fee Allowances

Submittal "D"

Employee Moves

Ref: Contract Article 10 Para. d

Key Long Term Employees

Actual moving expenses to job site of Contractor"s long term employees shall be limited to an allowance of, not to exceed packing and moving, 15,000 lbs of household goods only, at existing local standard rates and not to exceed rates set by the Texas Railroad Commission. Employee shall receive Three (3) days leave of absence at his regular salary for such move.

Key Short Term Employees

Travel expenses of Contractor"s key short term employees shall be limited to travel expenses not the exceed actual mileage to and from Contractors Main office to the job site at the rate of .24 cents per mile. Travel time (hourly employees only), shall be limited to one hour at the standard rate of pay for each fifty (50) miles traveled to and from Contractors Main office and the job site.

Per diem of fifty (50.00) dollars shall be allowed for each employee whose work requires they stay overnight away from their principle residence.

All moving, travel and per diem expenses shall have prior approval of the company representative.

Long term employee shall be defined as one who becomes a part of the ongoing operation, whereas short term shall be those brought in for turn-arounds or other projects of specific duration.

Submittal "E"

Safety Awareness Activities

1. Quarterly Safety audits by ABI Safety Director and Insurance Safety Engineer

   (A) To insure hazards communication compliance
   (B) To perform simulated OSHA inspection
   (C) To insure minimum legal requirements for all Environmental, Health, and Safety procedures and equipment.

2. Monthly newsletter from ABI Safety Director containing:

   (A) Narratives of accidents and/or near-accidents of the previous month
   (B) Current ABI statistics
   (C) Current OSHA matters
   (D) Safety information Articles
   (C) Comments and Views from the field

3. Semi-annual field Safety Coordinator Training Seminars

   (A) OSHA and EPA matters
   (B) Improving Safety Awareness and Training

4. Monthly Field Safety Meetings

   (A) General Safety and Health Information
   (B) Specific developments in Safety and Health
   (C) Targeted for Safety and Health Awareness
   (D) Meeting involvement: All Personnel

5. Weekly Foreman/crew Safety Meeting

   (A) Conducted by Foreman with crew
   (B) Safety meeting outlines provided from Home Office.
   (C) Material is previewed and discussed with management supervision and Safety Coordinator.

6. Safety Awards and Incentives

   (A) Determined by competition between locations
   (B) Include plaques and individual prizes (caps, belt buckles, windbreaker, coffee mugs, etc.)

7. Safety Statistics (Attached)

OSHA RECORDABLE SAFETY RECORD

LAST THREE YEARS

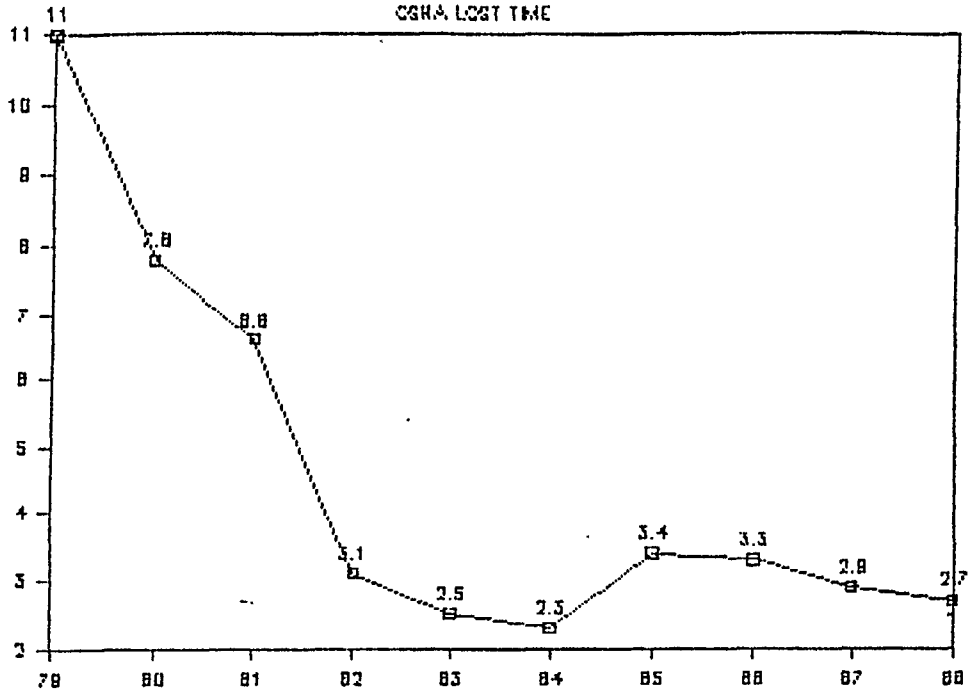
O.S.H.A. recordable accidents included are all injuries and illnesses with and without lost workdays or restricted work activity. Recordable accident rate computed as follows;

$$\frac{\text{(Lost time accidents + Loggable accidents)}}{\text{Actual Manhours Worked}} \times 200{,}000 = \text{Recordable Rate}$$

	1986		1987		1988	
Bishop	12x200k= 563,406	4.3	21x200k= 449,251	9.3	22x200k= 628,776	7.0
Bay City	7x200k= 128,101	10.9	12x200k= 157,770	15.2	7x200k= 177,650	7:9
Pampa	9x200k= 242,441	7.4	19x200k= 283,423	13.4	37x200k= 622,910	11. 9
Corpus Christi	17x200k= 146,849	23.1	6x200k= 136,286	8.8	7x200k= 134,327	10 . 4
Total all Locations	45x200k= 1,080,797	8.3	58x200k= 1,026,738	11.3	73x200k= 1,563,663	9.3

16673

ARTHUR BROTHERS



Submittal "F"

Supervisory Training

1. Semi-Annual Seminars
2. Monthly Video Sessions
   Subjects: Safety and Health, Human Relations, Productivity, Discipline, Communication Skills, Motivation, Appraisals, and Quality

Submittal "G"

Ref: Attachment H - Minimum insurance to be carried by Contractor
Rogers Shandley Letter (TRS-012-89), as requested pg. 3

January 1, 1989

WORKERS' COMPENSATION:

Policy Period - September 7, 1988 to September 7, 1989

Employers' Liability Limits

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 each employee
Bodily Injury by Disease	$500,000 policy limit

Premium Basis

Classification	Rate Per $100 Payroll
Oil Refining Units Erection or Repair	8.02
Increased Employers" Liability Limits Charge	1%
Experience Modifier	.78

GENERAL LIABILITY; (Per Individual location, i.e. Bishop, Bay City, Pampa and Corpus Christi)

Policy Period - September 7, 1988 to September 7, 1989

Limits of Insurance

General Aggregate Limit	$2,000,000
Products - Completed Operations Aggr. Limit	2,000,000
Personal and Advertising Injury Limit	1,000,000
Each Occurrence Limit	1,000,000
Fire Damage Limit	50,000(any one fire)
Medical Expense Limit	5,000(any one person)

Premium Basis

Classification	Rate Per $1000 payroll
Oil Still Erection or Repair	$16.50 *

*net rate after premium discount

16676

Submittal "G" (Cont'd)

UMBRELLA PRICING FOR PRESENT COVERAGE (9-7-88/9-7-89).

UMBRELLA LIABILITY

Policy Period - September 7, 1988 to September 7, 1989

Limits of Liability

$4,500,000 any one accident or occurrence
$4,500,000 aggregate limit

Premium Basis

Premium:	$78,000.00 (Flat)
Policy Fee	200.00
Taxes:	3,925.64
	82,125.64

Each of the above policies shall be written specifically and solely for Hoechst Celanese Corporation and its affiliates and subsidiaries only. Naming Hoechst Celanese Corporation directly as being solely covered by each policy.

All applicable policies shall be subject to the terms and conditions of Article 29 (Indemnity)) of the proposed contract. See attached sample "Certificate of Insurance"

UMBRELLA LIABILITY of $10,000,000

See attached as submitted by Texas Employers Insurance Co.

Submittal "G" (Cont'd)

REVISION OF UMBRELLA PROGRAM TO MEET $10,000,000 REQUIREMENTS:

OPTION ONE: London has agreed to leave the current umbrella in force; increase the limits to $10,000,000; and endorse the policy to delete the aggregate. Therefore, our umbrella would provide $10,000,000 in unaggregated limits. The $10,000,000 per occurrence limit would be available for each occurrence, no matter how many occurrences occur in the policy year. There would be $10,000,000 in umbrella limits for each occurrence that happened, whether it be a loss relating to Hoechst Celanese operations, or a loss from any other operations, the $10,000,000 limit would be available for each.

LIMIT	CARRIER	ANNUAL PREMIUM	RATE
$10,000,000	Lloyds of London	$45,000 *	Flat

* Annual Premium to be pro-rated for term (to expire 9-7-89).

OPTION TWO: Pull out the ABI (work for HCC) portion of the London umbrella and re-write a separate umbrella for ABI, London would continue to write a $4,500,000 umbrella for all non-HCC operations. The new separate umbrella for ABI (HCC operations) would be written with new carriers as follows:

LIMIT	CARRIER	ANNUAL PREMIUM	RATE
$5,000,000	First State	$77,189 *	Flat
$5,000,000 excess of $5,000,000	Employers Casualty Company	$45,000 *	Flat

* Annual premium to be pro-rated for term (to expire 9-7-89).

16678

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. SHOULD ANY OF THE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL ten DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED:

February 24, 1989

ISSUE DATE OF THIS CERTIFICATE
September 7, 1988

ISSUED AT
Corpus Christi, Texas

CERTIFICATE HOLDER

Hoechst Celanese
P. O. Box 428
Bishop, Texas 78343

INSURED

ARTHUR BROTHERS, INC.
P.O. Box 792
Kingsville, Texas 78363

[1] TEXAS EMPLOYERS' INSURANCE ASSN. • DALLAS, TX
TEXAS EMPLOYERS INDEMNITY CO. • DALLAS, TX
EMPLOYERS CASUALTY COMPANY • DALLAS, TX
[3] EMPLOYERS NATIONAL INSURANCE CO. • DALLAS, TX
[7] EMPLOYERS CASUALTY CORPORATION • DALLAS, TX
[8] EMPLOYERS NATIONAL INS. CORP. • DALLAS, TX
[E] EMPLOYERS OF TEXAS LLOYD'S • DALLAS, TX
[ ] _____

Authorized Representative
(Signed) George Hart
(Typed) George Hart, District Manager

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	CO. NO.	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	1	WC-29973	9-7-88	9-7-89	STATUTORY $500, (EACH ACCIDENT) $500, (DISEASE-POLICY LIMIT) $500, (DISEASE-EACH EMPLOYEE)
GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCURRENCE [ ] OWNER'S & CONTRACTORS PROTECTIVE [X] Contractual Liab. [X] Prod./Comp. Oper.	E	TCP-E418344	9-7-88	9-7-89	GENERAL AGGREGATE $ 2,000, PRODUCTS-COMP/OPS AGGREGATE $ 2,000, PERSONAL & ADVERTISING INJURY $ 1,000, EACH OCCURRENCE $ 1,000, FIRE DAMAGE (ANY ONE FIRE) $ 50, MEDICAL EXPENSE (ANY ONE PERSON) $ 5,
AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] GARAGE LIABILITY [ ]	2	BAA-594776	9-7-88	9-7-89	CSL $ 1,000, BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $
EXCESS LIABILITY [ ] [ ] OTHER THAN UMBRELLA FORM					EACH OCCURRENCE $ AGGREGATE $
OTHER					

Waiver of Subrogation has been endorsed to above mentioned policies in favor of Hoechst Celanese. Subject to all of the terms and conditions thereof, the CGL policy identified above applies to Article 29 "Indemnity" of the contract executed _____ by Hoechst Celanese Corporation and Arthur Brothers, Inc.

TECO 17993-A (9-87)

16679

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. SHOULD ANY OF THE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL ten DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED:

February 24, 1989
ISSUE DATE OF THIS CERTIFICATE
September 7, 1988
ISSUED AT
Corpus Christi, Texas

CERTIFICATE HOLDER

Hoechst Celanese
P. O. Box 428
Bishop, Texas 78343

INSURED

ARTHUR BROTHERS, INC.
P.O. Box 792
Kingsville, Texas 78363

[1] TEXAS EMPLOYERS' INSURANCE ASSN. • DALLAS, TX
[D] TEXAS EMPLOYERS INDEMNITY CO. • DALLAS, TX
[ ] EMPLOYERS CASUALTY COMPANY • DALLAS, TX
[ ] EMPLOYERS NATIONAL INSURANCE CO. • DALLAS, TX
[ ] EMPLOYERS CASUALTY CORPORATION • DALLAS, TX
[8] EMPLOYERS NATIONAL INS. CORP. • DALLAS, TX
[E] EMPLOYERS OF TEXAS LLOYD'S • DALLAS, TX
[F] LLOYDS OF LONDON written through National General Agency

Authorized Representative
(Signed)
(Typed) Don Lee

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	CO. NO.	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY					STATUTORY $ (EACH ACCIDENT) $ (DISEASE-POLICY LIMIT) $ (DISEASE-EACH EMPLOYEE)
GENERAL LIABILITY [ ] COMMERCIAL GENERAL LIABILITY [ ] [ ] CLAIMS MADE [ ] OCCURRENCE [ ] OWNER'S & CONTRACTORS PROTECTIVE					GENERAL AGGREGATE $ PRODUCTS COMP/OPS AGGREGATE $ PERSONAL & ADVERTISING INJURY $ EACH OCCURRENCE $ FIRE DAMAGE (ANY ONE FIRE) $ MEDICAL EXPENSE (ANY ONE PERSON) $
AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] GARAGE LIABILITY					CSL $ BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $
EXCESS LIABILITY [X] UMBRELLA LIABILITY [ ] OTHER THAN UMBRELLA FORM	F	CD-1009	9-7-88	9-7-89	EACH OCCURRENCE $ 4,500, AGGREGATE $ 4,500,
OTHER					

cc: NGA
Waiver of subrogation has been endorsed to above mentioned policies in favor of Hoechst Celanese.

TECO 17993-A (9-87)

16680

Submittal "H"

Substance Abuse Program
Ref: Article 35 of Typical Contract

1. All Employees sign "Consent to be tested" forms as condition of employment.

2. Ten (10%) percent of workforce is randomly selected and tested each month.

3. All employees are tested at least once each 12 months.

4. Positive tests result in:

(A) Termination of employee

(B) Counseling to seek medical or psychological assistance under ABI health plan.

(C) Invitation to return and submit "Substance Free" specimen after 30 days.

(D) If work load permits, employee is rehired.

5. Pre-employment testing is not required under our current program.