PLAINTIFF'S EXHIBIT

B&R-214

FORM NO. 449 REV. 63

THIS AGREEMENT made and entered into by and between CONSOLIDATED CHEMICAL INDUSTRIES INC., hereinafter styled "Consolidated," and BROWN & ROOT, INC., hereinafter styled "Contractor,"

WITNESSETH:

1. For the consideration and under the terms and conditions hereinafter stated, Contractor agrees to begin immediately and to complete with due diligence, but in any event within not more than 15 working days, in accordance with the plans and specifications hereto attached and made a part hereof and in a careful and workmanlike manner, with the necessary crews, tools, machinery and equipment furnished and maintained by Contractor, at its own cost and expense, except as hereinafter provided, certain work briefly described as follows: install approximately 250 feet of 4" schedule 80 steel pipe as a header under the existing acid loading rack at the Consolidated Chemical Terminal at Humble Oil & Refining Company docks; install four tank car unloading arms; a section of 4" schedule 80 pipe from above header to #17 storage tank; install acid pump and pump pit at #17 storage tank; install a section of 6" schedule 80 pipe from discharge of acid pump to our barge loading dock. All pipe installed under this work will be parallel to and within three feet of existing acid piping, with all cast steel fittings as is existing acid piping in this area. After completion of work, piping will be subject to 200# water pressure test. Contractor is to furnish certificates of insurance in the type and limits shown on the certificate of insurance issued to Consolidated Chemical Industries by Contractor's insured and now on file with Consolidated.

2. As consideration for the full and complete performance of this contract by Contractor, Consolidated agrees to pay to Contractor upon completion and acceptance of said work as follows: identical with those terms outlined in Contract BT-2, dated April, 1954, and contract BT-6 dated October, 1955. (It is estimated that the work outlined above will cost $14,284.00).

Brown & Root Insurance Certificate

Workmen's Compensation - Statutory
Public Liability -(Direct) - Bodily Injury $100,000/$300,000
Property Damage $50,000/$100,000
Public Liability - (Contingent) - Bodily Injury $100,000/$300,000
Property Damage $50,000/$100,000
Automobile Public Liability - Bodily Injury $100,000/$300,000 - Property Damage $50,000

3. It is understood and agreed, any provision herein to the contrary notwithstanding, that all work so done by this Contractor shall meet with the approval of Consolidated's Plant Manager at the Baytown plant but that the detailed manner and method of doing same shall be under the control of Contractor, Consolidated being interested only in the result obtained, and that Contractor is an independent contractor as to all work performed hereunder. Contractor agrees to protect its employees by carrying workman's compensation insurance in compliance with the Workman's Compensation Law of the state where the work is to be performed, and (unless specifically provided otherwise in Article 2 of this agreement) to carry General Public Liability and Property Damage Insurance with limits of $100,000 for bodily injuries to any one person, and $500,000 for bodily injuries to persons in any one accident, $25,000 for damages to any one person's property, and $50,000 for damages to property from any one accident, and Automobile Public Liability Insurance with limits of $100,000/$500,000 for bodily injury and $25,000 for property damage, certificates of insurance to be furnished to Consolidated for approval before work is begun. Contractor further agrees to protect, indemnify, and save Consolidated harmless from and against all claims, demands, and causes of action of every kind and character on account of personal injuries or injuries resulting in death to persons or damages to property [redacted] in any way resulting from the willful or negligent acts or omissions of Contractor, Contractor's agents, employees, or representatives.

4. Contractor agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder for Consolidated as herein contemplated and pay off and satisfy all other claims and charges levied, assessed, or arising by reason of the work performed by or activities of this Contractor whether made by the Federal or State governments or any subdivision thereof or by any other person or party. Contractor agrees to permit no liens of any kind to be fixed upon or against the property of Consolidated by Contractor's laborers, mechanics, or materialmen, and agrees to indemnify, protect, and save Consolidated harmless from and against all claims, charges, and liens described in this paragraph 4.

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5. Contractor agrees that if, in the opinion of Consolidated's Plant Manager, herein described Contractor, should fail at any time during the performance hereof, to perform the work herein undertaken in strict accordance with the terms of this agreement or to use due diligence in completing the work in the time or in the manner required, Consolidated may, at its election, either terminate this contract forthwith, upon which event Contractor shall thereupon be paid only for the proportionate amount of work satisfactorily completed at the time of such termination, less any deductions necessary or proper to insure Consolidated against any loss in connection with the completion of the work, or Consolidated may take over and perform, for its own account, all or any part of the work then remaining unperformed. In the event Consolidated shall exercise the right to take over or perform all or any part of the work remaining unperformed, Consolidated shall have the right to use all or any part of Contractor's tools or equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Consolidated and shall return same to Contractor upon the completion of the job in as good condition as when taken over by Consolidated, ordinary wear and tear excepted. Should Consolidated take over completion of said job, it shall pay Contractor for the work then completed, subject to the later provisions hereof, unless under the provisions of paragraph 2 above the compensation for the completed work cannot be readily determined in which latter event, Consolidated shall pay Contractor the full contract price less all other costs and expenses incurred by it in connection with such work. Such judgment or opinion may be exercised only by the Plant Manager himself with respect to this paragraph, but in all other matters pertaining to this agreement the Plant Manager may act through his representative or representatives.

6. Contractor agrees that, upon the completion of the work herein contracted for, it will furnish Consolidated with proof satisfactory to Consolidated that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by Consolidated to Contractor, subject, however, to the right in Consolidated to withhold payments in accordance with the provisions of any statute, law, or regulation applicable to such matters. Before final payment is made, the completed work shall have been inspected and accepted by Consolidated's Plant Manager, and if it is not up to Consolidated's requirements it shall be made so by Contractor at Contractor's expense provided that Consolidated may make payments on account for work actually done and provisionally accepted, without prejudice to any right of Consolidated to reject or require changes in any part of the work assumed by Contractor. Contractor will allow Consolidated to inspect the books for purpose of verifying bills rendered and statements made by Contractor.

7. In performing its obligations hereunder, Contractor shall comply with all applicable laws, State or Federal, and with all applicable orders, rules, and regulations of constituted authority. Contractor agrees to indemnify and hold Consolidated harmless from all cost and expense arising from the failure of Contractor to comply with such laws, orders, rules and regulations.

8. Contractor shall not assign the rights or obligations or any sum that may accrue to Contractor hereunder without the written consent of Consolidated.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto in duplicate this 17th day of January, 19 58

CONSOLIDATED CHEMICAL INDUSTRIES
Division of Stauffer Chemical Co.

By _____
PURCHASING AGENT Consolidated

BROWN AND ROOT, INCORPORATED

By _____
Contractor

Approved:

_____
PLANT MANAGER

_____
GENERAL SUPERINTENDENT

Contract No. BT-5

W.O. No. BT-1185

A. R. No. _____