



I.M.T.C., Inc.

P. O. Box 69 • Westlake, Louisiana 70669 • (318) 436-3788

January 29, 1986

Vista Chemical Company
VCM Plant
P.O. Box 605
Westlake, LA 70669

ATTENTION: Mr. John Tillman

SUBJECT: Spool Replacement Project

Dear John,

Having carefully examined the Instructions to Bidders, by Mr. John Tillman, and the sketches for the subject project (sketches 1-10) dated October 17, 1985 as well as the premises and the conditions effecting the work, the undersigned proposes to furnish all labor, equipment, tools, transportation, services, etc. for completion of the work in accordance with the above documents for the sum of: Twenty Four thousand Seven hundred Fifty dollars & no/100----- (\$24,750.00).

If notified of the acceptance of this proposal within thirty (30) days of the time set for receiving bids, the undersigned agrees to execute a contract on the subject project and the conditions thereof.

The estimated number of calendar days to complete this project is 35 days.

We also propose the following qualifications for this project.

- A) All pipe material (i.e. Bolts, Gaskets, Nipples, Valves & etc.) to be supplied by Vista.
- B) All Fresh Air equipment & oxygen required to break into existing lines will be supplied by Vista.
- C) No painting, steam tracing or insulation is included.
- D) Project is bid on a straight time basis. 5 days per week/8 hrs. per day.
- E) It was assumed that all blinding and steam out required prior to demolition of existing pipe will be by Vista or handled as an extra to IMTC, Inc.
- F) Estimated Field Manhours is 1275.

CWH 000008830

Industrial. Maintenance. Turnarounds & Constructors

-A Merit Shop Company-



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The undersigned is registered as a Federal and State employer with employer's registration numbers as follows:

Federal No. 72-0955989

State 4289351001

State Unemployment No. 283846

State License No. 16964

Very Truly Yours,


Stanley A. Hegener
IMTC, Inc.

Corporation

CWH 000008831

Industrial, Maintenance, Turnarounds & Constructors
—A Merit Shop Company—

General Services Contract

8612-8-355-4/5-100 - C1472-770000
VISTAPlace Westlake, LADate November 27, 1985

1. It is hereby agreed between Vista Chemical Company, a Delaware corporation (herein called "Company") and IMTC, INC.
of P.O. Box 69; Westlake, LA 70669
(herein called "Contractor") that Contractor will, as an independent contractor, complete with reasonable diligence and dispatch
Fabricate Condemned Piping

(hereinafter "the Work") in conformity with terms hereof and the following documents which are incorporated by reference and made a part hereof and which are listed as follows:

- 1) IMTC Proposal #250-85
- 2) Basis of Bids
- 3) Appendix G, L, M and the VCM Appendix
- 4) Contractor Safety Manual

Where applicable, Contractor shall sign a Confidentiality Agreement acceptable to Company, and such Agreement shall be made a part hereof.

If there is a conflict between this and any other document forming a part of the Contract between the parties, this document shall control.

2. TERM

Contractor shall commence said work not later than December 9, 1985, and shall use its best efforts to complete the work not later than February 9, 1986; or if this contract is for a definite period of time, the term shall be from 19, through 19.

3. PAYMENT

If this is a lump-sum contract (where the Work is subject to a fixed bid), Contractor shall perform the Work for the sum of \$21,640 Dollars (\$21,640). If payment is based on other than fixed bid, Contractor shall be paid in accordance with the fee schedule attached hereto as Exhibit _____. Payment shall be made in full for the Work completed each month upon presentation of invoices in quadruplicate and upon approval of the invoices by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all claims for labor performed and equipment, supplies or materials furnished in connection with such Work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such claims, Company shall, after so notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments falling due may be withheld in whole or in part when Company deems such withholding necessary to protect it from claim or loss hereunder. Progress payments made hereunder shall not constitute full or partial acceptance of the Work or any part thereof by Company.

4. INSURANCE

Contractor shall provide at its expense the following insurance coverages:

- 4.1 Insurance which shall comply with all applicable Workers' Compensation and Occupational Disease laws and which shall cover all of Contractor's employees performing the Work. If any of the Work will involve operations on docks, wharves, piers, terminals or other installations on or adjacent to navigable waters within the territorial limits of the U.S.A., such insurance shall include coverage for claims under the United States Longshoremen's and Harbor Workers' Act.
- 4.2 Employer's Liability insurance shall be provided with a limit of not less than \$100,000 per occurrence.
- 4.3 General Public Liability insurance with bodily injury limits of not less than \$300,000 for one occurrence and with a property damage limit of not less than \$100,000. Such insurance shall include coverage for all liability assumed by Contractor under the terms of this Contract with limits not less than those set out above.
- 4.4 Automobile Liability insurance with bodily injury limits of not less than \$100,000 per person and \$300,000 per occurrence; and with a property damage limit of not less than \$100,000 for one occurrence.
- 4.5 Such other insurance as Contractor considers necessary.

The insurance requirements listed above are established by the Company as minimum limits. The Company's requirements are not to be considered as indicative of the ultimate amounts and types of insurance which Contractor may need.

Contractor shall require each subcontractor used by it in the performance of the Contract to carry and pay for Workers' Compensation and Occupational Disease insurance which shall comply with all applicable laws, together with such other insurance as Contractor may deem necessary.

All insurance policies required to be provided by Contractor under the terms of this Contract shall be written on policy forms and by insurance companies approved by Company. Contractor shall furnish Company at P.O. Box 605; Westlake, LA 70669

prior to commencement of work, certificates of insurance on forms approved by Company listing all such policies. Such certificates shall provide for not less than ten days' prior written notice to Company in the event of cancellation or material change affecting Company's interests.

12. SAFETY

- 12.1 Contractor, its employees, subcontractors, agents and assigns shall comply with Company's safety procedures while on Company's premises and with all applicable state and federal safety rules and regulations, including but not limited to, OSHA. Contractor shall have the sole responsibility for notifying and training its employees, subcontractors, agents and assigns with respect to Company's safety rules and procedures as contained in Exhibit _____ attached hereto, as well as with any other governmental rules or regulations pertaining to the health or safety of workers. Unless otherwise agreed in writing, Contractor shall supply all health or safety equipment or materials used in or required by Conoco in the performance of this Contract. See Exhibit(s) _____.
- 12.2 Contractor shall designate a responsible person to supervise health and safety matters and to prevent accidents, and shall give Company the name of such person. In the event of any accident, Contractor or its designee shall notify Company immediately and shall assist Company in completing Company's Accident Report Form for its Safety Department and shall, within 30 days of such accident, furnish Company a copy of all other accident reports relating to the Work.

13. TERMINATION

Company shall have the right to terminate Contractor's performance of this Contract at any time by written notice to Contractor. In such event, Company shall pay Contractor in full for the Work done up to the time of such cancellation, providing evidence satisfactory to Company is submitted showing that all bills and claims in connection with the Work have been satisfactorily discharged. Company may withhold payment to the extent of all bona fide claims it may have against the Contractor under or arising out of this Contract until such claims have been settled. Following such settlement, Company shall assume the reasonable obligations for the Work which Contractor may have theretofore in good faith undertaken.

14. INSPECTION

Company representatives may monitor or inspect any aspect of the Work, materials, or Contractor's personnel qualifications to determine the fulfillment of Contractor's obligations hereunder, but this shall not constitute approval or Final Acceptance, as provided in Paragraph 24, on the part of the Company.

15. UPKEEP OF WORK AREAS

Contractor shall be responsible for keeping the work areas clean and for protecting its work, equipment and materials, whether furnished by Company or Contractor, from loss or damage from any cause whatsoever, until Final Acceptance of the Work. Any equipment or material furnished by Company shall be the responsibility of Contractor, and Contractor shall bear the expense of replacement or repair in the event of loss of or damage to such material and equipment.

16. NON-EXCLUSIVE CONTRACT

Company reserves the right to let contracts for other work, equipment, and materials in connection with the Work hereunder, and Contractor shall coordinate its work and cooperate with the other contractors on the job. Contractor reserves the right to contract for similar services with other businesses or with individuals.

17. FORCE MAJEURE

Any failure or delay in performance by either party under this Contract shall be excused to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees or requests of any governmental authority, acts of God, strikes or other concerted acts of workers, fires, floods, explosion, riots, war, rebellion and sabotage. Neither party shall be required to settle a labor dispute against its own best judgment.

18. ASSIGNMENT

Contractor shall not assign this Contract or subcontract it in part or as a whole without prior written consent of Company. Company may assign this Contract to any of its subsidiary or affiliated companies or to the transferee of the whole or any part of Company's business.

19. BOND

Bond is (waived-required) in this Contract. If Bond is required, Contractor shall qualify for a performance and payment bond in the full amount of the Contract in a form and with a corporate surety selected by Company. The bond premium shall not be included in the contract price but will be paid by Company to the surety.

20. LABOR CHARGES

If this is other than a lump-sum contract, Contractor certifies that the labor charges hereunder do not include any remuneration (including back pay and penalties) paid to employees of Contractor by reason of any order or adjudication of any federal or state agency or court, including any settlement thereof, as the result of any alleged violation of any federal or state law, rule or regulation.

21. SALES AND USE TAX

If this is a lump-sum contract, Company shall have the right to purchase any material or equipment required to be or which is capitalized. Any sales and/or use tax applicable to such material or equipment purchased by Company shall be the tax obligation of Company.

22. WORK ORDERS AND REGISTER TICKETS

All Work Orders and Register Tickets issued pursuant to the Work shall be incorporated by reference into this Contract.

23. ACCOUNTING RECORDS

For all work performed, Contractor shall require its subcontractors, agents or assigns to retain all accounting records relating to such work and all information relating to or having an effect on this Contract or the Work for a period of two years after Final Acceptance, as provided in Paragraph 24. Company shall have access to all such records maintained by Contractor or its subcontractors, agents or assigns, and shall have the right to audit such records at any reasonable time. This provision shall survive conclusion of the Work or termination of this Contract.

24. FINAL ACCEPTANCE

When Contractor considers it has met all contractual obligations, except for extended material, equipment, and workmanship warranties as provided in Paragraph 9.2, Contractor shall notify Company in writing and shall provide evidence in the form of Contractor's Affidavit that all claims for labor performed and equipment, supplies or materials furnished in connection with the Work have been settled. Company will make an investigation and inspection of all phases of the Contract requirements; and, if all such contractual obligations have been met, a letter of Final Acceptance will be issued where appropriate, but in no case will such acceptance relieve Contractor of the material, equipment, and workmanship warranties covered in Paragraph 9.2 above, and other obligations of the Contractor which may be outstanding.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, religion, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, religion, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, religion, color, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

To the extent required by Executive Order 11246 and any rules or regulations or orders issued thereunder or any contracts between Vista Inc. and any government contracting agency, contractor agrees to develop, sign and maintain a written affirmative action compliance program for each of its establishments and to file complete and accurate reports of Standard Form 100, EE01, with the appropriate government agency or such other form as may be promulgated in its place and to do or permit to be done any and all things which require Vista Inc. to obligate the Contractor to do or permit to be done.

This certification will be valid for the life of the contract covering _____

Fabricate Condemed Piping

Westlake, LA

at _____ with Vista Inc.

(CONTRACTOR)

Signature _____

Title _____

Company _____

Date _____

CWH 000008836

VISTA

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned certifies to Vista Chemical Company and the appropriate agencies of the United States government that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of September 24, 1965, as amended.

As used in this certification, the term "segregated facilities" includes facilities which are segregated by explicit direction or are in fact segregated on the basis of race, religion, color, sex or national origin, because of habit, local custom or otherwise. The term "facilities" as used in this section means waiting rooms, work areas, restaurants, and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees. Provided, that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

The undersigned further agrees and understands that a breach of the assurances contained herein subjects it to the provisions of the Order of the Secretary of Labor at 41 CFR Chapter 60, dated May 28, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and Vista Chemical Company, or in subcontracts held by Vista Chemical Company from a third party or parties who contract with the United States of America.

The undersigned further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certification in its files.

This certification will be valid for the life of the contract covering _____
Fabricate Condemned Piping
Westlake, LA
at _____ with Vista
Chemical Company.

Signature _____ *Stanley J. Hagan*
Title _____ *President*
Company _____ *DMTC INC*
Date _____ *Dec 4, 1985*

CWH 000008837

GOVERNMENT REGULATIONS — FEDERAL

1. The following clauses, where applicable, are incorporated in this contract by reference as if fully set out: the Equal Opportunity Clause prescribed in 41 CFR 60-1.4; the Affirmative Action Clause prescribed in 41 CFR 60-250.4, regarding veterans and veterans of the Vietnam Era; and the Affirmative Action Clause for Handicapped Workers prescribed in 41 CFR 60-741.4.
2. To the extent required by 45 FR 31026, Contractor agrees that, in awarding subcontracts, it will utilize small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals to the fullest extent consistent with efficient performance of this contract. Contractor further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration (SBA), or the contracting agency which may be necessary to determine the extent of Contractor's compliance with this clause. The terms "small business concern" and "small business concern owned and controlled by socially and economically disadvantaged individuals" shall have the meanings set forth in 45 FR 31026. Contractor shall assume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, and other minorities or any other individual found to be disadvantaged by the SBA pursuant to Section 8(a) of the Act. Contractor, acting in good faith, may rely on written representations by its subcontractors regarding their status as small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals. If this contract is in excess of \$500,000, Contractor further agrees to carry out the subcontracting programs set forth in 41 CFR 9-1.710 to the extent required.
3. To the extent required by Executive Order 12138 and regulations thereunder, Contractor agrees that, in awarding subcontracts, it will use its best efforts to utilize women-owned businesses to fullest extent consistent with efficient performance of this contract. A women-owned business concern means a business that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management. Women means all women business owners. If this contract is in excess of \$500,000, Contractor further agrees to carry out the subcontracting programs set forth in 45 FR 31034 to the extent required.

CWH 000008838



9.M.T.C., Inc.

P. O. Box 69 • Westlake, Louisiana 70669 • (318) 436-3788

October 29, 1985

Vista Chemical Company
VCM Plant
P. O. Box 605
Westlake, Louisiana 70669

Attention: Mr. John Tillman

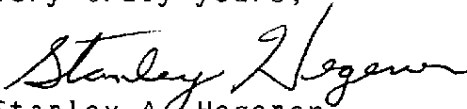
Subject: Spool Fabrication & Hydrotest
Proposal No. 250-85

Dear John,

We propose to supply all material as shown on the noted sketches #1-10, as well as labor and equipment, to fabricate said sketches dated 10-21-85 for a lump sum price of \$21,640.00.

Any X-Ray required would be at Vista's expense. All bolts, gaskets and fittings to perform Hydrotest will be by Vista. If you should have any question concerning our proposal, please contact this office.

Very truly yours,


Stanley A. Hegener
President

Industrial. Maintenance. Turnarounds & Constructors
—A Merit Shop Company—

CWH 000006839