

file

UNION CARBIDE INTERNAL CORRESPONDENCE

UNION CARBIDE CORPORATION 39 OLD RIDGEBURY ROAD, DANBURY, CT 06817-0001
CONSUMER AND INDUSTRIAL PRODUCTS AND SERVICES
Purchasing Department

To (Name)	Mike O'Sullivan	Date	January 28, 1986
Division	Employee Relations		
Location	Seadrift Plant	Engineering Dept.	P&MS
Area		Area	C-1217
Copy to		Subject	Brown & Root Contract Nos. 100-87860

Dear Mike:

I believe this is the contract you are looking for. It covers the period through January 10, 1984 and has six amendments numbered 1, 2, 4 (twice) and 5 (twice). I've searched the file and can't find any reference to Amendment No. 3 so I believe there was a clerical error (or two).

Call if I can be of assistance.

D. H. Mueller

DHM:klh

Attachments

Fee is 20.3%

UNION CARBIDE CORPORATION

AMENDMENT

UNION CARBIDE

Old Ridgebury Road DGHK&K
Danbury, CT 06817

Brown & Root, Inc.
4100 Clinton Drive
Houston, TX 77001

AMENDMENT NO. 5,
EFFECTIVE AS OF 11/29/83,
TO CONSTRUCTION/MAINTENANCE
ORDER/CONTRACT NO. 100-87860
DATED AS OF August 1, 1980
CODE NO. _____
ACCT. NO. _____

THE CONTRACT REFERRED TO ABOVE IS HEREBY AMENDED AS FOLLOWS:

Change the expiration date as shown in Article IX to January 10, 1984.

THE PAGE(S) NUMBERED N/A, ATTACHED HERETO, IS (ARE) A PART HEREOF AS EFFECTIVELY AS THOUGH IT (THEY) PRECEDED THE SIGNATURES OF THE PARTIES HERETO.

AS HEREIN AMENDED, ALL THE TERMS AND CONDITIONS OF SAID CONTRACT, AS HERETOFORE AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

UNION CARBIDE CORPORATION

_____ DIVISION

BY B. F. Brittain
PURCHASING AGENT

~~BROWN & ROOT, INC.~~

BY _____ R. G. West
Senior Vice President

KINDLY SIGN ACKNOWLEDGMENT COPY AND RETURN TO R. F. Brittain (D-1223)

UC 334-1123 10-80

ACKNOWLEDGMENT COPY

DE 007024

UNION CARBIDE CORPORATION

AMENDMENT

UNION CARBIDE

Old Ridgebury Road
Danbury, CT 06817

AMENDMENT NO. 5
EFFECTIVE AS OF 10/31/83
TO CONSTRUCTION/MAINTENANCE
ORDER/CONTRACT NO. 100-87860
DATED AS OF August 1, 1980
CODE NO.
ACCT. NO.

Brown & Root, Inc.
4100 Clinton Drive
Houston, TX 77001

THE CONTRACT REFERRED TO ABOVE IS HEREBY AMENDED AS FOLLOWS:

Change the expiration date as shown in Article IX to November 30, 1983.

Confirming verbal agreement of October 20, 1983

THE PAGE(S) NUMBERED N/A, ATTACHED HERETO, IS (ARE) A PART HEREOF AS EFFECTIVELY AS THOUGH IT (THEY) PRECEDED THE SIGNATURES OF THE PARTIES HERETO.
AS HEREIN AMENDED, ALL THE TERMS AND CONDITIONS OF SAID CONTRACT, AS HERETOFORE AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

UNION CARBIDE CORPORATION

DIVISION

BY B. F. Brittain
PURCHASING AGENT

BROWN & ROOT, INC.

Y [signature]

KINDLY SIGN ACKNOWLEDGMENT COPY AND RETURN TO B. F. Brittain (D-1223)

UC 334-1123 (6-68)

ACKNOWLEDGMENT COPY

DE 007025

UNION CARBIDE CORPORATION

AMENDMENT

UNION CARBIDE

Polyolefins Division
Port Lavaca, TX

AMENDMENT NO. 4,
EFFECTIVE AS OF 9/30/83,
TO CONSTRUCTION/MAINTENANCE
ORDER/CONTRACT NO. 100-87860
DATED AS OF August 1, 1980
CODE NO. _____
ACCT. NO. _____

Brown & Root, Inc.
4100 Clinton Drive
Houston, TX 77001

THE CONTRACT REFERRED TO ABOVE IS HEREBY AMENDED AS FOLLOWS:

Effective September 30, 1983, extend the term of this Contract, as shown in Article IX to October 31, 1983.

THE PAGE(S) NUMBERED _____, ATTACHED HERETO, IS (ARE) A PART HEREOF AS EFFECTIVELY AS THOUGH IT (THEY) PRECEDED THE SIGNATURES OF THE PARTIES HERETO.

AS HEREIN AMENDED, ALL THE TERMS AND CONDITIONS OF SAID CONTRACT, AS HERETOFORE AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

UNION CARBIDE CORPORATION

_____ DIVISION

BY Ben F. Brittain
PURCHASING AGENT

BROWN & ROOT, INC.

BY [signature]

KINDLY SIGN ACKNOWLEDGMENT COPY AND RETURN TO B. F. Brittain (D-1223)

UC 334-1128 (6-80)

ACKNOWLEDGMENT COPY

DE 007026

UNION CARBIDE CORPORATION

AMENDMENT

UNION CARBIDE

Old Ridgebury Road Division
Danbury, CT 06817

AMENDMENT NO. ~~XX~~ 4,
EFFECTIVE AS OF July 1, 1983
TO CONSTRUCTION/MAINTENANCE
ORDER/CONTRACT NO. 100-87860
DATED AS OF August 1, 1980
CODE NO. 3510C
ACCT. NO. _____

Brown & Root, Inc.
4100 Clinton Drive
Houston, TX 77001

THE CONTRACT REFERRED TO ABOVE IS HEREBY AMENDED AS FOLLOWS:

Change ARTICLE IX, Term of Contract, to read "Unless sooner terminated in accordance with the provisions of this Contract, the term of this Contract shall commence on the first day of August, 1980 and shall continue until the thirtieth day of September, 1983, provided, however, that Owner shall have the option of extending the term of this Contract for a period of time sufficient to allow the completion of any portion of the Work started before, but not completed on or before September 30, 1983."

All other terms and conditions remain unchanged.

THE PAGE(S) NUMBERED _____, ATTACHED HERETO, IS (ARE) A PART HEREOF AS EFFECTIVELY AS THOUGH IT (THEY) PRECEDED THE SIGNATURES OF THE PARTIES HERETO.

AS HEREIN AMENDED, ALL THE TERMS AND CONDITIONS OF SAID CONTRACT, AS HERETOFORE AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

UNION CARBIDE CORPORATION

_____ DIVISION

BROWN & ROOT, INC.

BY _____
PURCHASING AGENT

BY _____
Senior Vice President

KINDLY SIGN ACKNOWLEDGMENT COPY AND RETURN TO B. F. Brittain (D-1223)

UC 2564-1128 10-68

ACKNOWLEDGMENT COPY

DE 007027

UNION CARBIDE CORPORATION

AMENDMENT

UNION CARBIDE

Old Ridgebury Road Division
Danbury, CT 06817

AMENDMENT NO. 3
EFFECTIVE AS OF 3/8/82
To [redacted]/CONTRACT NO. 100-87860
DATED AS OF 8/1/80
CODE NO. 3510C
ACCT. NO.

BROWN & ROOT INC.
P.O. Box 3
Houston, TX 77001

THE CONTRACT REFERRED TO ABOVE IS HEREBY AMENDED AS FOLLOWS:

Effective March 8, 1982, delete Exhibit "B" dated March 8, 1981, in its entirety and substitute in lieu thereof the attached Exhibit "B" dated March 8, 1982.

THE PAGE(S) NUMBERED _____, ATTACHED HERETO, IS (ARE) A PART HEREOF AS EFFECTIVELY AS THOUGH IT (THEY) PRECEDED THE SIGNATURES OF THE PARTIES HERETO.

AS HEREIN AMENDED, ALL THE TERMS AND CONDITIONS OF SAID CONTRACT, AS HERETOFORE AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

UNION CARBIDE CORPORATION

Danbury, Connecticut
P&MS DIVISION

BROWN & ROOT, INC.

BY _____
PURCHASING AGENT

BY _____

KINDLY SIGN ACKNOWLEDGMENT COPY AND RETURN TO B. F. Brittain

UC 334-1123 (6-80)

DE 007028

EXHIBIT "B"

Contract No. 100-67860
Page 1 of 4

WAGE RATES

UNION CARBIDE CORPORATION
COATINGS MATERIALS DIVISION
BROWNSVILLE, TEXAS

EFFECTIVE MARCH, 1982

	PER HOUR
FIRST CLASS MAINTENANCE MECHANIC	$13.09
MAINTENANCE TECHNICIAN	10.55 - 13.09
PLANNER/SCHEDULER	9.63 - 13.24
MECHANIC HELPERS	6.99 - 10.55
WAREHOUSEMAN	6.99 - 10.55
UTILITY MAN	6.33 - 7.51
LABORERS	5.61 - 6.78
JANITORS	5.61 - 6.78
FOREMAN	0.35 - 0.85 Above Journeyman
GENERAL FOREMAN	1.00 - 1.25 Above Journeyman
CHIEF CLERK	7.51 - 13.09
GENERAL CLERK	6.39 - 10.20
GENERAL TYPISTS	5.90 - 7.10
ENGINEERING DRAFTSMEN	7.12 - 14.73
AREA MAINTENANCE GENERAL FOREMEN	Per Month 2,450 - 2,900
AREA SUPERINTENDENT	Per Month 2,500 - 3,500

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Brownsville Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

RATES ARE SUBJECT TO PERIODIC REVIEW AND ADJUSTMENT.

EXHIBIT "B"

WAGE RATES

UNION CARBIDE CORPORATION
LINDE DIVISION
DEER PARK, TEXAS

EFFECTIVE MARCH, 1982

	PER HOUR
FIRST CLASS MAINTENANCE MECHANIC Includes skilled journeymen craftsmen, Carpenters, Electricians, Insulators, Pipefitters, Machinists, Millwrights, Riggers, Welders, Etc.	$12.82
MAINTENANCE TECHNICIAN	11.15 - 12.82
MAINTENANCE HELPERS	7.43 - 11.15
UTILITY MAN Includes truck driver, light equipment operator, etc.	7.31 - 9.66
UTILITY LEADMAN	9.03 - 11.84
BAGGERS & SHIPPING WORKMEN	6.65 - 8.24
BAGGERS & SHIPPING LEADMAN	7.29 - 10.60
WAREHOUSEMAN	8.72 - 11.83
JANITORS	5.50 - 7.05
LABORERS	5.97 - 7.55
SEMI-SKILLED LABORERS	6.65 - 7.96
CHIEF CLERK	8.14 - 12.82
GENERAL CLERK	7.68 - 11.10
FOREMAN	0.35 - 0.85 Above first class mechanic
GENERAL FOREMAN	1.00 - 1.25 Above first class mechanic
JOB SUPERINTENDENT	Per Month 2,600 - 3,600

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Deer Park Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

RATES SUBJECT TO PERIODIC REVIEW AND ADJUSTMENT.

EXHIBIT "B"

WAGE RATES

UNION CARBIDE CORPORATION
POLYOLEFINS DIVISION
SEADRIFT, TEXAS

EFFECTIVE MARCH, 1982

	PER HOUR
FIRST CLASS MAINTENANCE MECHANIC	$13.09
MAINTENANCE TECHNICIAN	10.55 - 13.09
MAINTENANCE PLANNER	9.63 - 13.24
MECHANIC HELPERS	6.99 - 10.55
RAILROAD AND YARDWORK Tamping Machine/Trackmobile Operator	10.18
SWITCHMEN	10.63
TRUCK DRIVER	6.99 - 10.85
PRODUCTION WORKER Forklift Truck Operator, Bagging Machine Operator, Warehouse Helper, Etc.	6.88 - 9.77
JANITORS	5.61 - 6.78
UTILITY MAN Railroad Track Work - Tank & Barge Cleaning Mowing Machines - Etc.	6.33 - 7.51
LABORERS	5.61 - 6.78
SAFETY COORDINATOR	12.03 - 13.66
CHIEF CLERK	7.51 - 13.09
GENERAL CLERK	6.39 - 10.20
FOREMAN	0.35 - 0.85 Above Journeyman
GENERAL FOREMAN	1.00 - 1.25 Above Journeyman
AREA SUPERINTENDENT	Per Month 2,500 - 3,500

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Seadrift Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

RATES ARE SUBJECT TO PERIODIC REVIEW AND ADJUSTMENT.

EXHIBIT "B"

WAGE RATES

UNION CARBIDE CORPORATION
LINDE DIVISION
BROWNSVILLE, TEXAS

EFFECTIVE MARCH, 1982

	PER HOUR
FIRST CLASS MAINTENANCE MECHANIC	$13.09
MAINTENANCE TECHNICIAN	10.55 - 13.09
PLANNER/SCHEDULER	9.63 - 13.24
MECHANIC HELPERS	6.99 - 10.55
WAREHOUSEMAN	6.99 - 10.55
UTILITY MAN	6.33 - 7.51
LABORERS	5.61 - 6.78
JANITORS	5.61 - 6.78
FOREMAN	0.35 - 0.85 Above Journeyman
GENERAL FOREMAN	1.00 - 1.25 Above Journeyman
CHIEF CLERK	7.51 - 13.09
GENERAL CLERK	6.39 - 10.20
GENERAL TYPISTS	5.90 - 7.10
ENGINEERING DRAFTSMEN	7.12 - 14.73
AREA MAINTENANCE GENERAL FOREMEN	Per Month 2,450 - 2,900
AREA SUPERINTENDENT	Per Month 2,500 - 3,500

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Brownsville Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

RATES ARE SUBJECT TO PERIODIC REVIEW AND ADJUSTMENT.

UNION CARBIDE CORPORATION

AMENDMENT

UNION CARBIDE

Purchasing and Materials Services ~~Division~~
270 Park Avenue
New York, New York 10017

AMENDMENT NO. 2,
EFFECTIVE AS OF 4/1/81,
TO ~~[illegible]~~
~~[illegible]~~ CONTRACT No. 100-87860
DATED AS OF 8/1/80
CODE NO. 3510C
ACCT. NO.

BROWN & ROOT, INC.
P. O. Box 3
Houston, Texas 77001

THE CONTRACT REFERRED TO ABOVE IS HEREBY AMENDED AS FOLLOWS:

1. Revise paragraph (1) of ARTICLE I - THE PLANT; THE WORK; TERMS AND CONDITIONS; CONFLICTS by deleting from lines 7, 8 and 9:

   "Owner's Brownsville, Texas plant;
   Owner's Deer Park, Texas plant;
   Owner's Seadrift, Texas plant;"

   and substituting:

   "Owner's Coatings Materials Division Brownsville, Texas plant;
   Owner's Linde Division Brownsville and Deer Park, Texas plants;
   Owner's Polyolefins Division Seadrift, Texas plant;"

   Also, substitute "term" for "terms" on line 12 of paragraph (1).

2. Add EXHIBIT "B", page 4 of 4, dated April 1, 1981, attached hereto and made a part hereof.

3. Revise line 3 of the heading in each of the first three pages of EXHIBIT "B" by substituting the number "4" for "3" to reflect that said EXHIBIT "B" now consists of 4 pages.

THE PAGE(S) NUMBERED _____, ATTACHED HERETO, IS (ARE) A PART HEREOF AS EFFECTIVELY AS THOUGH IT (THEY) PRECEDED THE SIGNATURES OF THE PARTIES HERETO.

AS HEREIN AMENDED, ALL THE TERMS AND CONDITIONS OF SAID CONTRACT, AS HERETOFORE AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

UNION CARBIDE CORPORATION

Purchasing and Materials Services ~~Division~~

BY William C. Harvey
PURCHASING AGENT

BROWN & ROOT, INC.

BY [signature]
Senior Vice President

KINDLY SIGN ACKNOWLEDGMENT COPY AND RETURN TO W. C. Harvey

UC 384-1128 10-80

DE 007033

EXHIBIT "B"
WAGE RATES
UNION CARBIDE CORPORATION
LINDE DIVISION
BROWNSVILLE, TEXAS
JOB NUMBER 34- 4160

Employee Classification	Hourly Wage Rate
First Class Maintenance Mechanic	$12.09
Maintenance Technician	9.72 - 12.09
Planner/Scheduler	8.88 - 12.24
Mechanic Helpers	6.44 - 9.72
Warehouseman	6.44 - 9.72
Utility Man	5.74 - 6.92
Laborers	5.17 - 6.25
Janitors	5.48 - 6.70
Foreman	0.35 - 0.85 Above Journeyman
General Foreman	1.00 - 1.25 Above Journeyman
Chief Clerk	6.92 - 12.09
General Clerk	5.89 - 8.81
General Typists	5.44 - 6.54
Engineering Draftsman	6.56 - 13.58
	Monthly Salary
Area Maintenance General Foremen	2,250 - 2,500
Area Superintendent	2.300 - 3,200

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Brownsville Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

Rates are subject to periodic review and adjustment in accordance with paragraph (2) of Article XI of this Contract.

UNION CARBIDE CORPORATION

AMENDMENT

UNION CARBIDE

Purchasing and Materials Services
270 Park Avenue
New York, New York 10017

AMENDMENT NO. 1,
EFFECTIVE AS OF 3/8/81,
To [redacted]
[redacted] CONTRACT No. 100-87860
DATED AS OF 8/1/80
CODE NO. 3510C
ACCT. NO.

BROWN & ROOT, INC.
P. O. Box 3
Houston, Texas 77001

THE CONTRACT REFERRED TO ABOVE IS HEREBY AMENDED AS FOLLOWS:

Replace EXHIBIT "B" dated March 16, 1980 with EXHIBIT "B" dated March 8, 1981, attached hereto and made a part hereof.

THE PAGE(S) NUMBERED _____, ATTACHED HERETO, IS (ARE) A PART HEREOF AS EFFECTIVELY AS THOUGH IT (THEY) PRECEDED THE SIGNATURES OF THE PARTIES HERETO.
AS HEREIN AMENDED, ALL THE TERMS AND CONDITIONS OF SAID CONTRACT, AS HERETOFORE AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

UNION CARBIDE CORPORATION

Purchasing and Materials Services DIVISION

BY William C. Harvey
PURCHASING AGENT

BROWN & ROOT, INC.

BY [signature]
Senior Vice President

KINDLY SIGN ACKNOWLEDGMENT COPY AND RETURN TO W. C. Harvey

UC 334-112R 10-80

DE 007035

EXHIBIT "B"
WAGE RATES
UNION CARBIDE CORPORATION
COATINGS MATERIALS DIVISION
BROWNSVILLE, TEXAS
JOB NUMBER 34-4109

Employee Classification	Hourly Wage Rate
First Class Maintenance Mechanic	$12.09
Maintenance Technician	9.72 - 12.09
Planner/Scheduler	8.88 - 12.24
Mechanic Helpers	6.44 - 9.72
Warehouseman	6.44 - 9.72
Utility Man	5.74 - 6.92
Laborers	5.17 - 6.25
Janitors	5.48 - 6.70
Foreman	0.35 - 0.85 Above Journeyman
General Foreman	1.00 - 1.25 Above Journeyman
Chief Clerk	6.92 - 12.09
General Clerk	5.89 - 8.81
General Typists	5.44 - 6.54
Engineering Draftsmen	6.56 - 13.58
	Monthly Salary
Area Maintenance General Foremen	2,250 - 2,500
Area Superintendent	2.300 - 3,200

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Brownsville Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

Rates are subject to periodic review and adjustment in accordance with paragraph (2) of Article XI of this Contract.

EXHIBIT "B"
WAGE RATES
UNION CARBIDE CORPORATION
LINDE DIVISION
DEER PARK, TEXAS
JOB NUMBER 34-4110

Employee Classification	Hourly Wage Rate
First Class Maintenance Mechanic Includes skilled journeymen craftsmen, Carpenters, Electrician, Insulators, Pipefitters, Machinists, Millwrights, Riggers, Welders, etc.	$11.82
Maintenance Technician	10.28 - 11.82
Maintenance Helpers	6.85 - 10.28
Utility Man Includes truck driver, light equipment operator, etc.	6.74 - 8.90
Utility Leadman	8.32 - 10.91
Baggers & Shipping Workmen	6.13 - 7.59
Baggers & Shipping Leadman	6.72 - 9.77
Warehouseman	8.04 - 10.90
Janitors	5.50 - 6.96
Laborers	5.50 - 6.96
Semi-Skilled Laborers	6.13 - 7.34
Chief Clerk	7.50 - 11.82
General Clerk	7.08 - 10.23
Foreman	0.35 - 0.85 Above first class mechanic
General Foreman	1.00 - 1.25 Above first class mechanic
	Monthly Salary
Job Superintendent	2,400 - 3,300

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Deer Park Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

Rates subject to periodic review and adjustment in accordance with paragraph (2) of of Article XI of this Contract.

EXHIBIT "B"
WAGE RATES
UNION CARBIDE CORPORATION
POLYOLEFINS DIVISION
SEADRIFT, TEXAS
JOB NUMBER 34-4108

Employee Classification	Hourly Wage Rate
First Class Maitnenance Mechanic	$12.09
Maintenance Technician	9.80 - 12.09
Maintenance Planner	8.88 - 12.24
Mechanic Helpers	6.69 - 9.80
Railroad and Yardwork Tamping Machine/Trackmobile Operator	9.38
Switchmen	9.80
Production Worker Forklift Truck Operator, Bagging Machine Operator, Warehouse Helper, etc.	6.34 - 9.00
Janitors	5.48 - 6.70
Utility Man Railroad Track Work - Tank & Barge Cleaning Mowing Machines - etc.	5.83 - 7.11
Laborers	5.48 - 6.52
Safety Coordinator	11.09 - 12.59
Chief Clerk	7.26 - 12.09
General Clerk	6.71 - 9.40
Foreman	0.35 - 0.85 Above Journeyman
General Foreman	1.00 - 1.25 Above Journeyman
	Monthly Salary
Area Superintendent	2,300 - 3,200

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Seadrift Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

Rates are subject to periodic review and adjustment in accordance with paragraph (2) of Article XI of this Contract.

*For employees on shift [illegible]

OWNER'S FILE COPY

Contract No. 100-87860
Code: 3510C

MAINTENANCE CONTRACT

COST PLUS A FEE

THIS CONTRACT, made and entered into, and effective, as of the first day of August, 1980 by and between UNION CARBIDE CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, with an office at 270 Park Avenue, New York, New York 10017 (hereinafter called "Owner"), party of the first part, and BROWN & ROOT, INC., a Texas corporation, with an office at 4100 Clinton Drive, Houston, Texas 77001 (hereinafter called "Contractor"), party of the second part.

WITNESSETH:

That for and in consideration of the mutual convenants and agreements hereinafter set forth, the parties to this Contract (sometimes hereinafter referred to individually as "Party" and collectively as "Parties") covenant and agree as follows:

ARTICLE I - THE PLANT; THE WORK; TERMS AND CONDITIONS; CONFLICTS

(1) Contractor, as an independent contractor, shall perform the following work (hereinafter called the "Work"):

Perform such general maintenance, minor construction, revision and rearrangement work at the following facility or facilities (hereinafter in the singular called the "Plant" and in the plural "Plants"):

Owner's Brownsville, Texas plant;

Owner's Deer Park, Texas plant;

Owner's Seadrift, Texas plant;

and at such other facility or facilities as Owner and Contractor may mutually agree upon,

as may be requested by the Owner from time to time during the terms of this Contract by means of work releases described in Article II, said work releases (hereinafter in the singular called "Work Release" and in the plural "Work Releases"). Owner shall not be obligated to request any particular amount of work hereunder and the amount of work, if any, requested shall be at Owner's sole discretion.

(2) Except as otherwise provided in this Contract, Contractor shall provide and furnish in connection with its performance of the Work all management, supervision, and common, skilled and clerical personnel and services and all other things which are required for its performance of the Work. Owner shall provide and furnish in connection with Contractor's performance of the Work all materials, maintenance equipment, field supplies, tools, office facilities, and all miscellaneous items which are required for Contractor's performance of the Work (which materials, maintenance equipment, field supplies, tools, office facilities, and miscellaneous items are sometimes hereinafter referred to in the singular as "Thing" and in the plural as "Things").

(3) The Work shall be performed and completed to the satisfaction of Engineer (hereinafter defined in this paragraph (3)) in strict accordance with the terms and conditions of this Contract. Said terms and conditions (sometimes hereinafter referred to in the singular as "provision" and in the plural as "provisions") are contained in the following: (a) the Articles herein set forth (hereinafter referred to in the singular as "Article" and in the plural as "Articles"); (b) the Sections contained in the General Provisions which are attached to, and are hereby made a part of, this Contract (hereinafter referred to in the singular as "Section" and in the plural as "Sections"); and (c) the Work Releases. As used in this Contract, "Engineer" shall mean the person or organization designated as such by Owner from time to time in writing.

(4) As used in this Contract, the term "Plant Site" shall mean the site of the plant or other facility with respect to which the portion of the Work covered by a Work Release is being performed.

(5) In case of conflict, the order of precedence shall be as follows in resolving such conflict: (a) the Articles, (b) the General Provisions, and (c) the Work Releases.

ARTICLE II - WORK RELEASES

Each Work Release submitted by Owner to Contractor under this Contract shall be in writing, shall specify that portion of the Work which is to be performed and the location of the Plant Site to which said portion of the Work relates and shall include or identify all necessary specifications and drawings (hereinafter called, respectively, "The Specifications" and "The Drawings"). The term "Work Release" shall not be construed to imply authorization by Owner for Contractor to hire additional personnel to perform such work as is defined in such Work Release without Owner's prior written authorization.

ARTICLE III - PAYMENT

Owner shall pay to Contractor for the performance of the Work hereunder a total amount which shall be comprised of the sum of the following costs, amounts and charges:

(1) The actual cost to Contractor of straight time wages and salaries, including the straight time portion of wages and salaries for overtime work performed pursuant to Section 17 of the General Provisions, paid by Contractor to each employee within each employee classification described in Exhibit "B" attached hereto and made a part hereof, for the time such employee is engaged in the performance of

the Work, but not in excess of the sum of the results of multiplying the number of hours (months) each such employee is engaged in the performance of the Work times the Hourly Wage Rate (Monthly Salary) set forth in Exhibit "B" which corresponds to the employee classification of said employee;

(2) The actual cost to Contractor of the premium portion of wages and salaries paid by Contractor to each employee within each such employee classification engaged in the performance of the Work, for overtime work performed in the Work pursuant to Section 17 of these General Provisons, but not in excess of the sum of the results of multiplying the number of overtime hours worked in the performance of the Work pursuant to said Section 17 by each such employee times the applicable Overtime Premium Rate which corresponds to the employee classification of said employee;

(3) The actual cost to Contractor of Federal Unemployment Compensation Tax, State Unemployment Compensation Tax, and Federal Insurance Contribution Tax to the extent applicable to the wages and salaries described in paragraphs (1) and (2) of this Article III. If Contractor receives a credit allowance on such Federal Unemployment Compensation Tax, State Unemployment Compensation Tax and/or Federal Insurance Contribution Tax for any calendar year of the term of this Contract, Contractor shall refund to Owner the amount of such allowance which is applicable to the taxes for which Owner has reimbursed Contractor hereunder during such calendar year;

(4) The invoiced cost of Workmen's Compensation Insurance, as defined in paragraph (4) of Exhibit "A" of this Contract, and General Liability Insurance, as defined in paragraphs (4)(a) and (4)(b) of Exhibit "A" of this Contract, with Owner to receive the annual loss-rated dividend;

(5) For the purposes of this Contract, the fee to be paid to Contractor by Owner shall be calculated by multiplying Contractor's cost determined under paragraph (1) of this Article III, by the applicable percentage shown in the Schedule below:

SCHEDULE

CONTRACTOR'S ANNUAL COST UNDER PARAGRAPH (1) OF THIS ARTICLE III	APPLICABLE PERCENTAGE
Contractor's Annual Cost	20.3%

The Contractor's fee shall cover the following:

(a) Services of a full-time job superintendent at both the Seadrift and the Brownsville plants.

(b) Insurance as required by Section 9 of the General Provisions except for Workmen's Compensation Insurance, as defined in paragraph (4) of Exhibit "A" of this Contract, and General Liability Insurance, as defined in paragraphs (4)(a) and (4)(b) of Exhibit "A" of this Contract, Compensation for which is as described in paragraph (4) of Article III of this Contract.

(c) Contractor's contribution to Employees' Retirement and Savings Plan.

(d) Contractor's portion of Employees' Life and Hospitalization Insurance.

(e) Vacation Pay.

(f) Pre-employment medical examinations.

(g) Personnel procurement costs except as otherwise herein provided. If it becomes necessary to import skilled personnel from the Houston, Texas area or vicinity for temporary emergency work of short duration, such personnel would be compensated under terms mutually agreeable to Owner and Contractor which will be reimbursable as Cost of the Work under paragraph (1) of Article III of the Contract but shall not be subject to any percentage fee or other mark-up.

(h) Home Office Management costs.

(i) All other overhead and profit.

The basis of the calculation of Contractor's fee for 1980 shall be the period commencing August 1 and expiring December 31. Thereafter the basis of the calculation shall be each twelve (12) month period beginning each January 1 and expiring each December 31. On January 1 of each successive twelve (12) month period the basis for calculation of Contractor's fee will revert to zero;

(6) In addition to the fee to which Contractor is entitled hereunder as calculated in accordance with paragraph (5) of this Article III, in the event Contractor's employees should work overtime at the request of Owner, Contractor shall be entitled to a flat ten percent (10%) of the cost of the premium portion of the overtime hours worked;

(7) The cost to Contractor of holiday pay to be calculated in accordance with the following:

(a) Qualified employees of Contractor shall be paid for eight (8) hours at the applicable Hourly Wage Rate set forth in Exhibit "B" for holidays listed in Exhibit "C", dated August 1, 1980, attached hereto and made a part hereof.

(b) Holiday pay shall be reimbursable as a job cost but shall have no fee markup and shall not be considered in the computation of overtime. Employees who are required to work on the aforesaid holidays shall be reimbursed as a premium in addition to the aforesaid holiday pay at one and one-half times the rates herein provided for those hours worked. A fee markup of 10% shall be applied to only the additional premium reimbursement for work on holidays.

(c) Only employees of Contractor who are considered part of the regular work force at Owner's plants shall be entitled to holiday pay and personnel such as but not limitad to personnel used during plant turnarounds shall not be allowed holiday pay.

(d) Employees absent from work on a regularly scheduled day preceding or following a holiday shall not receive holiday pay.

(e) Shift workers who are scheduled "OFF" on recognized holidays shall receive holiday pay;

(8) The actual cost to Contractor, including applicable sales and use taxes, of all materials, supplies, special tools and items, other than equipment, furnished by Contractor in accordance with the provisions of this Contract and not covered by any other paragraph of this Article III;

(9) A usage charge for the use of each item of equipment owned and furnished by Contractor in accordance with the provisions of this Contract, computed in accordance with usage rates approved in writing by Engineer, for the period such item of equipment is used in the performance of the Work. Each such usage charge shall cover the cost to Contractor of all liability insurance, and major repairs necessary for the operation of such item of equipment. Anything herein to the contrary notwithstanding, the usage charge for each such item of equipment shall cease when Engineer advises Contractor that such item is no longer to be used in connection with the Work;

(10) The total cost to Contractor of selling or otherwise disposing of Surplus items pursuant to the provisions of the Article entitled "SURPLUS ITEMS" of this Contract; and

(11) Such other amounts as the parties hereto shall mutually agree in writing to be properly chargeable to Owner;

less the proceeds from the purchase or sale by Contractor of Surplus Items pursuant to the provisions of the Article entitled "SURPLUS ITEMS" of this Contract.

ARTICLE IV - TERMS OF PAYMENT

(1) Following the close of each calendar week, Contractor shall submit to Owner an invoice covering 100% of the total of the costs incurred by Contractor, and of the amounts and charges due, under Article III of this Contract, during such week.

Each such invoice shall be supported by satisfactory evidence as to its correctness and shall contain the following certification by Contractor:

"We hereby certify that the work covered by this invoice was performed in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended."

(2) Not later than fifteen (15) days after Owner's receipt of each such invoice from Contractor and, if requested by Owner, evidence satisfactory to Owner that the Plant Site is free and clear of all laborers', mechanics' and materialmen's liens and all other liens and charges, of every character whatsoever, and the possibility thereof, Owner shall pay to Contractor the proper amount due under such invoice. It is understood and agreed, however, that all payments made hereunder are solely for the convenience of Contractor and shall not be construed as acceptance by Owner of the Work or of any portion thereof.

ARTICLE V - CASH DISCOUNT

Contractor shall notify Owner of all purchases of Things on which a cash discount may be obtained, and of the amount of such discount, at least fifteen (15) days before the date on which payment must be made in order to obtain such discount, and if Owner shall advance

to Contractor the amount payable on such purchase price prior to said date, Contractor shall make such payment on or before said date; however, (a) if Contractor fails to give such notice or (b) if funds are advanced by Owner and Contractor fails to make such payment on or before said date, the amount of such discount shall be deducted from the amount due under the next succeeding invoice submitted by Contractor to Owner under this Contract. If such advance is not made by Owner, Contractor shall be under no obligation to make payment on or before said date.

ARTICLE VI - SURPLUS ITEMS

Upon written request of Owner, Contractor agrees to sell for the account of Owner at a price satisfactory to Owner, or to otherwise dispose of as Owner may direct, all Things to which Owner has title and which Owner does not wish to retain during the course of or within a reasonable time after the completion of the Work (such Things sometimes in this Contract referred to as "Surplus Items").

ARTICLE VII - COMPLETION OF THE WORK

Upon receipt of each Work Release, Contractor shall prepare and submit promptly to Engineer for approval, a schedule of that portion of the Work covered by such Work Release, in form satisfactory to Engineer, showing the starting and completion dates thereof. The approved schedule shall be revised by Contractor as necessary to keep it current with the progress of the Work. Each such revision shall be submitted to Engineer for approval.

ARTICLE VIII - GOVERNING LAW

The validity, interpretation and performance of this Contract shall be governed by the law of the State of Texas.

ARTICLE IX - TERM OF CONTRACT

Unless sooner terminated in accordance with the provisions of this Contract, the term of this Contract shall commence on the first day of August, 1980 and shall continue until the thirty-first day of July, 1983, provided, however, that Owner shall have the option of extending the term of this Contract for a period of time sufficient to allow the completion of any portion of the Work started before, but not completed on or before July 31, 1983.

ARTICLE X - SUBCONTRACTS

Contractor shall not subcontract any portion of the Work.

ARTICLE XI - SPECIAL TERMS AND CONDITIONS

(1) This Contract supercedes that certain contract between the parties and executed effective April 1, 1965.

(2) Contractor shall submit in writing to Owner any proposed new employee classification, the wage rate of any proposed new employee classification, and any proposed wage rate change(s) from those wage rates then currently in existence. Submittal shall be received at least thirty (30) days prior to the proposed effective date of such change. Owner shall approve in writing any such change prior to its execution.

(3) Exhibit "D", entitled "Safety and Health", is attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date and year first above written.

UNION CARBIDE CORPORATION
(Owner)

By William C Harvey

BROWN & ROOT, INC.
(Contractor)

BY

Title Senior Vice President

Index

	Section No.	Page No.
Assignment	27	8
Consequential Damages	31	8
Contractor's Examination	15	4
Engineer	14	3
Field Organizations	18	5
Force Majeure	4	1
Inspection, Testing	11	3
Labor	6	2
Liens and Charges	1	1
Modification	26	8
Neglect of Contractor	7	2
Non-waiver of Breach	24	7
Notices	25	7
Other Contractors	19	5
Overtime Work	17	5
Permits and Licenses; Laws, Ordinances, Governmental Rules and Regulations; Labor Laws; Payroll Taxes	16	4
Plant Utilities	5	2
Protection of Things and the Work	8	2
Publicity	23	7
Records and Books of Account	3	1
Removal of Waste Material and Rubbish	2	1
Responsibility for Physical Damage; Insurance	9	2
Rights and Remedies	28	8
Safety and Security	20	6
Secrecy	32	9
Section and Other Headings	29	8
Survival of Obligations - Entire Agreement; Modification, Waiver	30	8
Termination for Convenience of the Owner	21	6
Termination for Default of the Contractor	22	6
Title	13	3
Use of the Plant Site	12	3
Warranties	10	2

Section 1 - Liens and Charges

Contractor shall indemnify and save harmless Owner and any party having any interest in the Plant Site from laborers', mechanics' and materialmen's liens and all other liens and charges, of every character whatsoever, upon the Work and/or upon the Plant Site, arising out of work performed and/or Things furnished by Contractor under this Contract. In the event any such lien or charge is asserted or filed against Owner, the owner of any interest in the Plant Site, or the Plant Site, Contractor shall cause such lien or charge to be discharged promptly and shall notify Owner in writing when this has been done. If at any time there shall be evidence of any such lien or charge for which, if established, Owner, the owner of any interest in the Plant Site, or the Plant Site might become liable, Owner shall have the right to retain out of any payment then due or thereafter to become due under this Contract, an amount sufficient to discharge such lien or charge. Should there prove to be any such lien or charge after all such payments have been made, Contractor shall refund to Owner all moneys that the latter may be compelled to pay in discharging such lien or charge.

Section 2 - Removal of Waste Materials and Rubbish

While the Work is in progress, Contractor shall not allow waste materials or rubbish to accumulate in or about the Work or the Plant Site and shall comply with all housekeeping standards in effect at the Plant Site. Contractor shall remove or dispose of such waste materials and rubbish in a manner approved by Engineer.

After the completion of the Work, if Engineer so directs, Contractor shall perform such work as is necessary to leave the Plant broom clean and ready for use.

Section 3 - Records and Books of Account

Contractor agrees to keep proper records and books of account showing all data necessary for determining the costs, amounts and charges determined under Article III of this Contract, in such detail as is requested by Engineer, and such records and books of account shall be open to audit by a representative of Owner at all reasonable times during the performance of, and for a period of eighteen (18) months after the expiration or sooner termination of this Contract.

Section 4 - Force Majeure

Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of a subcontractor, including but not limited to fires, strikes, accidents, acts of God, and delays of common carriers (but not including delay in delivery of Things to be furnished by Contractor due to congestion at the manufacturer's plant or elsewhere). In the event Contractor should be delayed in the completion of any portion of the Work by reason of any such occurrence, Contractor shall promptly notify Owner in writing and the time within which such portion of the Work is to be completed shall be extended for the period of such delay, but no such extension shall be made unless a claim therefor is presented in writing to Engineer within five (5) working days after the commencement of the delay.

Section 5 - Plant Utilities

Plant utilities, if required by Contractor in connection with the performance of the Work will be provided by Owner only if agreed to in writing by Owner.

Section 6 - Labor

Contractor shall employ, or cause to be employed, on or in connection with the performance of the Work only persons who are fit and skilled in the work assigned. Contractor shall at all times enforce, or cause to be enforced, strict discipline and good order among the workmen employed on the Work. Should any disorderly, incompetent, or objectionable person be employed by Contractor, upon or about the Plant Site, Contractor shall, upon request to Engineer, cause such person to be removed from the Work and not again employed thereon without the written permission of Engineer.

Section 7 - Neglect of Contractor

If Contractor at any time should refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient Things of the proper quality, or should fail in any respect to prosecute the Work, or to perform work required under the provisions of these General Provisions, with promptness and diligence, or should fail to comply with any part of this Contract, Engineer shall notify Contractor in writing specifying such refusal, neglect or failure and Contractor shall promptly remedy same. If Contractor should fail to take steps promptly to remedy such refusal, neglect or failure, Engineer, upon giving written notice to Contractor, shall be at liberty to provide or cause to be provided any labor or Things needed to remedy such refusal, neglect or failure. Contractor shall pay to Owner the cost to Owner of remedying such refusal and until such payment has been made, Owner shall have the right to retain out of any payment then due or thereafter to become due to Contractor under this Contract, an amount sufficient to remedy such refusal. Owner shall have like remedy where such failure or neglect is attributable to the personal failure of Contractor's responsible officer to exercise due care, skill and prudence.

Section 8 - Protection of Things and the Work

Contractor shall cover and protect in a manner satisfactory to Engineer, all Things to be incorporated into the Work and location on the Plant Site, and the Work itself, from damages from the elements or from any other cause and shall efficiently maintain such covering and protection at all times.

Section 9 - Responsibility for Physical Damage; Insurance

The provisions of this Section are set forth in Exhibit "A" entitled "Responsibility for Physical Damage; Insurance", attached to and hereby made a part of this Contract.

Section 10 - Warranties

Contractor warrants that all Things furnished for incorporation into the results of the Work (except things provided by Owner) and all portions of the Work shall conform to the Specifications and The Drawings, shall be of the best quality and shall be free from all defects.

Section 11 - Inspection; Testing

(1) Contractor shall provide and maintain safe access to, and proper facilities for, the inspection by Engineer of all portions of the Work, including access to the shops in which any portion of the Work is in preparation.

(2) If laws, ordinances, governmental rules and/or regulations require any part of the Work to be inspected and/or tested, Contractor shall promptly perform the inspections and/or tests so required.

(3) Where Contractor is required, under the Specifications and/or the Drawings or pursuant to this Section 11, to perform tests and/or inspections, Contractor shall give timely notice to Engineer of the readiness of Contractor to perform each such test or inspection. Should Contractor fail to give such timely notice or should Contractor cover up, without the consent of Engineer, the portion of the Work to be so tested and/or inspected, Contractor shall, upon request of Engineer, uncover such portion and/or perform a retest and/or a reinspection of such portion.

(4) Engineer shall have the right to order special tests not required by the Specifications and/or the Drawings, and Contractor shall thereupon promptly perform such tests. If any such test should delay the Work, the time within which the Work is to be completed, shall be extended as mutually agreed upon in writing.

Section 12 - Use of the Plant Site

Subject to the provisions of Section 16 of these General Provisions, Contractor shall cause all Things to be stored on, shall cause all temporary structures to be erected on and shall cause the operation of its workmen, and those of the subcontractors, employed on the Work to be confined to only such portions of the Plant Site as may be designated by Engineer.

Section 13 - Title

Title to each Thing which is furnished for incorporation into the results of the Work or which is to be owned by Owner under the provisions of this Contract and which is not already owned by Owner shall pass to Owner upon whichever of the following events first occurs; (1) the delivery of such Thing to the Plant Site; (2) the payment for such Thing by Owner to Contractor.

Section 14 - Engineer

(1) Engineer is hereby given authority on behalf of Owner to give approvals, and to take action to the extent necessary for the orderly and expeditious prosecution of the Work, but shall not have authority to amend or modify this Contract.

(2) In addition to his duties and authorities specified in this Section 14 and elsewhere in this Contract, Engineer shall have authority to stop the Work whenever he deems such action necessary to secure the proper performance of the Work.

(3) Neither Engineer nor any other representative of Owner shall have authority to direct or control Contractor or any employee of Contractor with respect to the method of performing the Work, but in any event the Work must conform to this Contract.

Section 15 - Contractor's Examination

(1) Contractor will be held to have examine all information, documents and drawings furnished to it by or on behalf of Owner in connection with this Contract and shall consult with Engineer in the event of any error or inconsistency or in the event any portions of the Work are not sufficiently detailed or explained and in no event shall Contractor proceed with the Work in uncertainty.

(2) Contractor will be held to have examined the Plant Site before signing this Contract, and to be satisfied as to the condition under which Contractor will be obliged to operate in performing the Work, such as but not limited to above-ground obstructions, the character and nature of the Work, safety regulations and all other considerations which may effect the Work in any manner.

Section 16 - Permits and Licenses; Laws, Ordinances, Governmental Rules and Regulations; Labor Laws, Payroll Taxes

(1) Except as otherwise provided in this Contract, all necessary permits and licenses shall be obtained for Owner by Contractor.

(2) Contractor shall give all necessary notices, shall pay all fees required by law, and shall comply with all laws, ordinances, governmental rules and regulations relative to the Work and to the preservation of the public health and safety. **

(3) Should any Work Release, The Specifications and/or The Drawings be at variance with any of the aforementioned permits, licenses, laws, ordinances, rules or regulations, Contractor shall promptly notify Engineer in writing. If Contractor perfoms any portion of the Work which is contrary to any of said permits, licenses, laws, ordinances, governmental rules or regulations, without so notifying Owner, or after Owner notify Contractor of the necessary changes to eliminate such variances, Contractor shall correct such portion of the Work at its sole expense.

(4) Contractor shall comply with all applicable laws, ordinances, governmental rules and regulation applicable to the Work, to labor employed on the Work and to the preservation of public health and safety. Contractor shall protect and indemnify Owner against all liability arising under said laws, ordinances, governmental rules and regulations, and against all liability with repact to interest and penalties that may result from any failure to so comply.

** Owner shall reimburse Contractor for cost of fees required by law to be paid by Contractor in performance of the Work.

Section 17 - Overtime Work

(1) If Engineer requests or authorizes Contractor in writing to perform a reasonable amount of overtime work on any portion of the Work, Contractor shall perform such overtime work and Owner shall reimburse Contractor for such overtime work as provided for in Article III of this Contract, except that for overtime work not requested by Owner in writing no premium pay shall be included in the cost of the Work. As used in this Contract, "overtime work" shall be all hours worked per man which are in excess of eight (8) hours in any workday and all hours worked per man which are in excess of forty (40) hours in any workweek that are not otherwise paid for at the overtime rate, provided that said workday and said workweek are defined and mutually agreed upon in writing by Contractor and Owner. The Overtime Premium Rate of compensation for all overtime hours shall be one-half (1/2) times the Hourly Wage Rate.

(2) If the nature of the construction portion of the Work, or any part of such construction portion, such as but not limited to the pouring and finishing of concrete, the lifting and setting of vessels or equipment, the erection of structural steel and piping, requires overtime work for its completion or its safe, proper or expeditious performance, Contractor shall perform such overtime work without written authorization of Engineer, and Contractor shall be paid therefor as provided for in Article III of this Contract.

Section 18 - Field Organizations

Contractor shall provide and maintain during the progress of the Work an organization of competent and qualified field personnel necessary for the proper performance of the Work, such organization and personnel to be subject at all times to the approval of Engineer. Before starting work under any Work Release, Contractor shall submit to Engineer for approval an organization chart showing the names and qualifications of such field personnel, their respective reporting dates and the proposed length of their respective assignments. Contractor shall not remove any of such approved field personnel from the portion of the Work covered by said Work Release without the consent of Engineer.

Section 19 - Other Contractors

(1) Owner reserves the right to enter into contracts with other contractors relating to, but not included in, the Work. Contractor agrees at all times to cooperate with such other contractors and to give them reasonable opportunity for the introduction and storage of their materials and equipment and for the performance of their work. Contractor shall properly connect and coordinate the Work with the work of such other contractors.

(2) If any part of the Work depends, for its proper performance, upon the work of any such other contractor, Contractor shall inspect such other contractor's work at the point of its connection with the Work and shall promptly report to Engineer any defects in such other contractor's work that render it unsuitable for the proper performance of the Work. Contractor's failure to so inspect such other contractor's work and/or to report any such defects shall constitute an acceptance by Contractor of such other contractor's work as being fit and proper for its connection with the Work, except as to defects which may develop in such other contractor's work after Contractor's performance of the Work.

(3) Should Contractor cause damage to the work of any such other contractor, Contractor agrees to repair, or remove from the Plant Site and replace, such work or to cause such work to be repaired, or removed and replaced, all at Contractor's expense to the extent of the recoveries from insurance provided for under Exhibit "A" entitled "Responsibility for Physical Damage; Insurance".

Section 20 - Safety and Security

Contractor and its employees shall abide by all health, safety and security rules in force at the Plant Site and shall comply with all provisions of the latest edition of the "Manual of Accident Prevention in Construction" published by Associated General Contractors of America, Inc., dealing with safe practices pertaining to construction work.

Contractor shall cause all of its employees to wear an identification pass provided by Owner at all times while on the Plant Site and to wear hard hats and side shield safety glasses, approved by Owner and furnished by Contractor while on the Plant Site.

Section 21 - Termination for Convenience of Owner

Anything to the contrary herein notwithstanding, Owner may terminate this Contract at any time upon written notice to the Contractor, although Contractor is not in fault, and, in such event, Owner's only liability shall be to pay the Contractor in accordance with the provisions of Article III of this Contract all amounts earned under said Article prior to such termination which were not previously paid to Contractor hereunder.

Contractor shall transfer and assign to Owner, in accordance with Owner's instructions, all materials, supplies, work in process and other Things for which the Contractor is entitled to receive payment hereunder, and all plans, drawings, specifications and written information in connection with the Work, and shall take such action as may be necessary to secure to Owner the rights of Contractor under all orders made in connection with the Work.

If requested by Owner, Contractor shall endeavor to cancel any or all of the outstanding orders upon such terms as may be approved in writing by Owner.

Nothing in this Section shall affect the right of Owner to terminate this Contract under the provisions of Section 22 hereof.

Section 22 - Termination for Default of the Contractor

Owner may terminate this Contract at any time, upon written notice to Contractor, if:

(a) Contractor shall be or become insolvent;

(b) any proceedings should be brought seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, of or with respect to Contractor under the present or any future Federal bankruptcy act or under any other governmental law, ordinance, rule or regulation;

(c) any proceedng should be brought seeking the appointment of a receiver or similar officer of court with respect to Contractor's business;

(d) Contractor should refuse or fail to supply enough properly skilled workmen or proper material or any other Thing it is obligated to furnish hereunder for an unreasonable time;

(e) Contractor should unreasonably fail to make timely payment to subcontractors, or for materials or labor;

(f) Contractor should disregard governmental laws, ordinances, rules, regulations or repeatedly disregard the instructions of Owner which are not inconsistent with this Contract; or

(g) Contractor should be guilty of a substantial violation of any provision of this Contract.

In any event Owner may take possession of the Plant Site and of all Things thereon and may complete the Work by whatever method Owner deems expedient, and Contractor shall not be entitled to receive any further payments under this Contract until the Work is so completed.

Immediately upon termination under this Section 22, Contractor shall provide Owner with copies of all outstanding purchase orders and with an inventory of all material delivered to the Plant Site but not incorporated into the Work, listing the quantity and description of each such Thing.

Contractor shall transfer and assign to Owner, in accordance with Owner's instructions, all materials, supplies, work in process and other Things for which Contractor is entitled to receive payment under the provisions of this Contract and shall return to Owner all plans, drawings, specification and written information furnished by Owner in connection with the Work, and shall take such action as may be necessary to secure to Owner the rights of Contractor under all purchase orders made in connection with the Work.

Within thirty (30) days after compliance by Contractor with the provisions of this Section 22, and receipt of invoice from Contractor, properly showing the computation of the payments earned under Article III of this Contract prior to such termination which were not previously paid hereunder, Owner shall pay to the Contractor the amounts shown to be due to Contractor on such invoice.

Section 23 - Publicity

No information relative to the Work shall be released by Contractor for publication or for advertising purposes without the prior written approval of Owner or Engineer.

Section 24 - Non-waiver of Breach

No waiver by either party of any breach by the other party of any of the provisions of this Contract shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Contract.

Section 25 - Notices

Any notice to be given in writing under this Contract shall be deemed to have been given by either party to the other party (1) upon the date of the mailing thereof to the other party by registered or certified mail, as shown in the Post Office receipt, at the applicable address set forth in this Contract or at such other address as the other party may specify from time to time in writing, or (2) if not so mailed by registered or certified mail, upon the date of the receipt thereof by such other party.

Section 26 - Modification

No change in, addition to, or waiver of any of the provisions of this Contract shall be binding upon either party unless in writing signed by an authorized representative of such party.

Section 27 - Assignment

Any assignment of this Contract, or of any moneys due or to become due to Contractor under this Contract, without the prior written consent of Owner shall be void. Subject to the foregoing, this Contract shall be binding upon and enure to the benefit of the respective successors, executors, administrators and assigns of the parties to this Contract.

Section 28 - Rights and Remedies

The rights and remedies of the parties set forth in this Contract shall not be exclusive and are in addition to any other rights or remedies of the parties.

Section 29 - Section and Other Headings

The headings of the Articles of this Contract and of the Sections of these General Provisions, and all other headings, and the Index to these General Provisions have been inserted for convenience of reference only, and are not to be considered a part of this Contract and shall in no way affect the interpretation of any of the provisions of this Contract.

Section 30 - Survivial of Obligations - Entire Agreement; Modification; Waiver

(1) Notwithstanding the expiration of the term of this Contract or any termination of this Contract, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged and any right, unconditional or conditional, which has been created and has not been fully enjoyed, enforced and/or satisfied shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

(2) This Contract sets forth the entire agreement between Owner and Contractor with respect to the subject matter thereof and all prior negotiations and dealings, including but not limited to letters of intent, pertaining to the subject matter thereof shall be deemed to be merged therein.

(3) No modification of this Contract and no waiver of any provision of this contract shall be binding upon either party unless in writing signed by an authorized representative of such party.

Section 31 - Consequential Damages

Neither party shall be liable to the other party for any special, indirect or consequential damages arising out of or in connection with the performance or failure to perform the Work.

Section 32 - Secrecy

(1) As used in this Contract, "Confidential Information" shall mean and include any and all of the following:

information, know-how and data, whether technical or nontechnical, which is in any way, heretofore or hereafter, disclosed to Contractor by or on behalf of Owner in the course of, as a result of, or in connection with this Contract or in connection with proposals or negotiations for this Contract

(2) Except as provided in paragraph (3) and (4) of this Section and except as otherwise agreed to in writing by Owner, Contractor shall use its best efforts to keep confidential, and to prevent the disclosure of, Confidential Information except on a confidental basis to such of its employees and vendors as need such Confidential Information in order to enable Contractor to properly perform the Work, and Contractor shall not use, or permit to be used, Confidential Information for anyone other than Owner.

(3) Contractor's obligations under paragraph (2) of this Section shall not apply, however, to Confidential Information when, after and to the extent that the Confidential Information either:

(a) is known to the public; or

(b) was known to Contractor prior to the first disclosure or furnishing to Contractor by or on behalf of Owner or any "affiliate of Owner" (hereinafter in this Section defined) and Contractor can establish such fact by reasonable convincing evidence; or

(c) is received by Contractor in good faith from a third party other than an affiliate of Owner and Contractor does not violate any obligation which it may have to a third party with respect to such Confidential Information.

(4) As used in this Contract, "affiliate of Owner" shall mean: (i) any corporation 50% or more of the voting capital stock of which is owned or controlled by Owner; or (ii) any corporation owning or controlling 50% or more of the voting capital stock of Owner; or (iii) any corporation 50% or more of the voting capital stock of which is owned or controlled by a corporation owning or controlling 50% or more of the voting capital stock of Owner.

EXHIBIT "A"
RESPONSIBILITY FOR PHYSICAL DAMAGE; INSURANCE

(1) Except as is otherwise specifically provided in this Contract, Owner shall be responsible for, and hereby assumes all liability for, loss or destruction of or physical damage to the following when located on the Plant Site or on land adjacent thereto:

(a) the Work;

(b) all materials, equipment and other property owned or controlled by Contractor, which are to be incorporated into the Work;

(c) all temporary construction aids to be used in connection with this Contract, including but not limited to shoring, scaffolding, falsework and sheds; and

(d) all real and personal property of Owner;

whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Contractor or an employee or agent of Contractor.

(2) Contractor shall be responsible for, and hereby assumes all liability for, loss or destruction of or physical damage to the following:

(a) all tools, machinery, equipment and appliances which are owned by Contractor or loaned or leased to Contractor by others than Owner and are not incorporated into the Work; and

(b) all personal property of Contractor's employees;

whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Owner, its employees or agents.

(3) Contractor shall indemnify and save harmless Owner against all loss or destruction of or physical damage to any or all of the items listed in subparagraphs (a) through (d) of paragraph (1) of this Exhibit "A" but only to the extent that such loss, destruction or physical damage is covered under the insurance to be procured and maintained by Contractor under the provisions of paragraph (4) of this Exhibit "A" or is covered under insurance procured and maintained by Contractor at the written request and for the account of Owner.

(4) Contractor shall insure to each and every workman employed in, about or upon the Work to the extent of each and every statute applicable thereto with respect to Workmen's Compensation and Employer's Liability, and shall procure and maintain until expiration or termination of this Contract the following insurance in not less than the following amounts in reputable and financially responsible insurance companies:

(a) contractor's public liability insurance properly safeguarding Contractor against liability for injuries to persons, including injuries resulting in death, and damage to or destruction of property, in the following amounts: $500,000 for injuries to one person and $1,000,000 for injuries to two or more persons in any one accident; and $100,000 for damage to or destruction of property in any one accident;

(excluding the work or any existing property of Owner),

(b) contractual liability insurance properly safeguarding Contractor against liability assumed by contract for injuries to persons, including injuries resulting in death, in amounts of $500,000 for injuries to one person and $1,000,000 for injuries to two or more persons, in any one accident;

(c) automobile liability insurance properly safeguarding Contractor against liability for injuries to persons, including injuries resulting in death, and damage to or destruction of property arising out of the ownership, maintenance or use of automobiles, in the following amounts: $500,000 for injuries to one person and $1,000,000 for injuries to two or more persons, in any one accident; and $100,000 for damage to or destruction of property in any one accident.

(5) Contractor further agrees to furnish Engineer certificates as evidence that the above insurance coverage has been procured and is being maintained. All such insurance policies shall provide (unless by statute applicable thereto it is otherwise provided) that in the event of cancellation thereof written notice of such cancellation shall be given to Owner at least thirty (30) days prior to the effective date of such cancellation.

(6) Whenever an employee of Contractor suffers an occupational injury or an occupational disease because of work performed under this Contract and such injury or disease is required by the Workmen's Compensation or Occupational Disease laws to be reported to the proper authorities, two copies of such report shall be furnished promptly by Contractor to Engineer.

(7) Contractor shall indemnify and save harmless Owner, any party having any interest in the Plant Site, employees and agents, against all claims, liabilities, losses, damages and expenses, of every character whatsoever, for bodily injury, sickness and/or disease, including death at any time resulting from such bodily injury, sickness and/or disease, sustained by any person (including but not limited to employees of Owner or of Contractor) while in, on or about the premises of Owner of the Plant Site, if or where such injury, sickness, disease and/or death arose out of or was in any way connected with the Work or with the performance of or failure to perform the Work, whether or not such injury, sickness, disease and/or death was caused by , resulted from or was in any way connected with the negligence of Owner, its employees or agents, provided, however, the amount of liability assumed hereby is limited to the contractual insurance coverage required in Section (4) of this Exhibit "A".

EXHIBIT "B"
WAGE RATES
UNION CARBIDE CORPORATION
COATINGS MATERIALS DIVISION
BROWNSVILLE, TEXAS
JOB NUMBER 34-4109

Employee Classification	Hourly Wage Rate
First Class Maintenance Mechanic	$10.94
Maintenance Technician	8.80 - 10.94
Mechanic Helpers	5.83 - 8.80
Warehouseman	5.83 - 8.80
Utility Man	5.19 - 6.26
Janitors	4.70 - 5.95
Laborers	4.70 - 5.68
Foreman	0.35 - 0.75 Above Journeyman
General Foreman	1.00 - 1.25 Above Journeyman
Chief Clerk	6.26 - 10.75
General Clerk	5.33 - 7.97
General Typist	4.92 - 5.92
Engineering Draftsmen	5.94 - 12.29
	Monthly Salary
Area Superintendent	2,100 - 2,650

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Brownsville Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

Rates are subject to periodic review and adjustment in accordance with paragraph (2) of Article XI of this Contract.

EXHIBIT "B"
WAGE RATES
UNION CARBIDE CORPORATION
LINDE DIVISION
DEER PARK, TEXAS
JOB NUMBER 34-4110

Employee Classification	Hourly Wage Rate
First Class Maintenance Mechanic Includes skilled journeyman craftsmen, Carpenters, Electricians, Insulators, Pipefitters, Machinists, Millwrights, Riggers, Welders, etc.	$10.70
Maintenance Technician	9.30 - 10.70
Maintenance Helpers	6.20 - 9.30
Utility Man Includes truck driver, light equipment operator, etc.	6.10 - 8.05
Utility Leadman	7.53 - 9.87
Baggers & Shipping Workmen	5.55 - 6.87
Baggers & Shipping Leadman	6.08 - 8.84
Warehouseman	7.28 - 9.86
Janitors	4.98 - 6.30
Laborers	4.98 - 6.30
Semi-Skilled Laborers	5.55 - 6.64
Chief Clerk	6.79 - 10.70
General Clerk	6.41 - 9.26
Foreman	0.35 - 0.75 Above first class mechanic
General Foreman	1.00 - 1.25 Above first class mechanic
	Monthly Salary
Job Superintendent	2,150 - 3,000

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Deer Park Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

Rates subject to periodic review and adjustment in accordance with paragraph (2) of Article XI of this Contract.

EXHIBIT "B"
WAGE RATES
UNION CARBIDE CORPORATION
POLYOLEFINS DIVISION
SEADRIFT, TEXAS
JOB NUMBER 34-4108

Employee Classification	Hourly Wage Rate
First Class Maintenance Mechanic	$10.94
Maintenance Technician	8.87 - 10.94
Maintenance Planner	8.04 - 10.94
Mechanic Helpers	6.05 - 8.87
Railroad and Yardwork Tamping Machine/Trackmobile Operator	8.49
Switchmen	8.87
Production Worker Forklift Truck Operator, Bagging Machine Operator, Warehouse Helper, etc.	5.74 - 8.14
Janitors	5.10 - 6.35
Utility Man Railroad Track Work - Tank & Barge Cleaning Mowing Machines - etc.	5.28 - 6.43
Laborers	5.10 - 5.98
Chief Clerk	6.57 - 10.75
General Clerk	6.07 - 8.51
Foreman	0.35 - 0.75 Above Journeyman
General Foreman	1.00 - 1.25 Above Journeyman
	Monthly Salary
Area Superintendent	2,100 - 2,650

Differential pay for permanent shift work will be in accordance with Union Carbide Corporation policy for the Seadrift Plant.

Other classifications not listed above will be furnished upon request at a mutually agreeable rate to be determined at time of placement.

Rates are subject to periodic review and adjustment in accordance with paragraph (2) of Article XI of this Contract.

EXHIBIT "C"
HOLIDAYS

Contract No. 100-87860
Dated August 1, 1980

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

December 24th

Christmas Day

In the event any holiday occurs on a Saturday or a Sunday, said holiday shall be observed on the Friday preceding a Saturday holiday or the Monday following a Sunday holiday.

Contractor shall take all necessary precautions to protect employees of Contractor, employees of its subcontractor and employees and facilities of Owner from hazards arising in the course of the performance of this Contract or in connection with Owner's operations or chemicals located at or adjacent to the plant site.

Contractor shall comply with, and shall cause its employees and all subcontractors to comply with (1) all Union Carbide safety and health regulations and requirements which are furnished to Contractor by Owner and (2) all applicable laws and governmental rules and regulations relating to safety and/or health. In the event that Contractor fails to so comply or to cause such compliance, Union Carbide may suspend all or any part of the Work on which Contractor or his subcontractor is engaged, until Contractor proves to Owner's satisfaction that Contractor has corrected said failure. Contractor shall not be entitled to any extension of time or compensation or damages by reason of, or in connection with, such work stoppage.

Contractor shall review all safety and health regulations and requirements which it is obligated to comply with hereunder and any applicable hazards which it is obligated to protect against hereunder, prior to the performance of the portion of the Work which is applicable thereto. Contractor shall notify Owner how said regulations, requirements and hazards will be communicated to, and enforced with, its employees and all subcontractors.

Contractor shall include in all of its subcontracts involved in the performance of the Work at the plant site, the provisions of this Exhibit, with subcontractor being obligated to Contractor to the same extent as Contractor is obligated to Owner. However, such provisions in the subcontracts shall not relieve the Contractor of its obligation to assure compliance with the provisions of this Exhibit for all aspects of the Work.

Union Carbide safety and health regulations and requirements include the following and may include others which are unique to a particular Union Carbide location. Where Contractor believes any safety or health regulation or requirement is not applicable, a written permission to deviate therefrom must be received from Owner's management representative at the location of the Work, prior to initiating the Work.

1. Location and Work Permits - Work permits shall be obtained by the Contractor, and signed by an authorized Union Carbide supervisor to confirm his acceptance of precautions specified for the following operations:

   a. Use of ignition sources in restricted areas.

   b. Entering of vessels or confined spaces.

   c. Opening process equipment.

   d. Performing electrical hot work.

   e. Making excavations and trenches.

   f. Moving radioactive sources.

   g. Performing hot pipe tapping.

   h. Operating heavy equipment around electrical power lines.

2. Master Card Procedure - The master card procedure for tagging and locking critical equipment isolation points shall be followed by the Contractor prior to commencement of work on such equipment.

3. Location Safety and Health Rules - All location safety and health rules furnished by Owner to Contractor shall be adhered to by the Contractor.

4. Personnel Protection Equipment - Personnel protective equipment shall be provided by the Contractor unless otherwise agreed to in this Contract, as follows:

   a. Hard hats and industrial grade safety glasses shall be worn at all times.

   b. Chemical splash goggles and hearing protection shall be worn in posted areas.

   c. Safety shoes, respiratory protection, harnesses and lifelines, and other necessary protective equipment will be worn based on location regulations furnished by Owner and Contractor needs.

   d. Respirators shall fit snugly against the face. Persons wearing beards shall be clean shaven where respirator makes a facial seal.

5. Emergencies - Contractors shall be trained in those emergency procedures which directly affect their own employees' personal safety and health. In the event of an emergency (fire, explosion, vapor cloud, spillage, or related hazards) arising in the immediate vicinity, Contractor agrees that he shall cause its employees to leave the area immediately and remain at a safe distance until the emergency is over.

6. Safe Tools - Scaffolds, stages, rigging equipment, electrical tools, ladders, hoists, and other tools, machinery or equipment used in the Work will meet specifications of ANSI and the Occupational Safety and Health Administration for such items employed in the construction industry.

7. Accidents - The Contractor will be responsible for investigating all accidents involving his employees and reporting all details to Owner's safety representative at the location of the Work. When such accident investigation is complete, the Contractor will provide such Union Carbide representative with a copy of the completed injury report. The Contractor is also responsible for compliance with the Occupational Safety and Health Administration requirements for reporting or communicating injuries.

8. Safety and Health Program - Contractor shall maintain his own safety and health programs. However, it may be necessary at times for the Union Carbide representative to make recommendations to assure the protection of Union Carbide employees.

9. Contractor shall review with all of its employees assigned to the Work, prior to their commencing any of the Work, all safety and health regulations, requirements and programs applicable to the Work, and Contractor shall cause its subcontractors to make such a review with their employees.

10. Special Rules for Harmful Exposure - Contractor represents that he is familiar with the Occupational Health and Safety Administration regulations concerning harmful exposure to toxic substances, and is capable of providing, and will, unless and to the extent otherwise agreed to in writing by Owner, provide respirators and/or other protective equipment, exposure monitoring, medical surveillance, employee training, recordkeeping and other services, to the extent required by said regulations in connection with the Work.

B E Brittain — F/E

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001
A Halliburton Company

RECEIVED
OCT 1981
W. C. HARVEY

Telephone: 713-676-5285

October 12, 1981

10/22

Union Carbide Corporation
270 Park Avenue
New York, New York 10017

ATTN: Mr. Bill Harvey

Dear Mr. Harvey:

Enclosed herewith are the billing analysis's relating to Contract No. 100-87860 for the quarters ending March 29, June 27, September 26 and semi-annually January-June, 1981.

Should you require additional information, please let me know.

Best regards,

W. C. Brending
Administrative Manager
Maintenance Division

WCB/ldh
Enclosure

cc: O. L. Campbell
S. G. Farrar

BROWN & ROOT, INC.
ANALYSIS OF UNION CARBIDE'S BILLINGS
CONTRACT NO. 100-87860
FOR QUARTER ENDING MARCH 29, 1981

1981	SEADRIFT 34-4108	BROWNSVILLE 34-4109	LINDE 34-4110	TOTAL	STAR 34-4155
STRAIGHT TIME-LABOR	1,747,050.77	980,676.32	278,564.44	3,006,291.53	46,686.51
PREMIUM TIME-LABOR	85,735.10	15,421.89	15,411.94	116,568.93	194.95
TRAVEL OR PER DIEM		612.64		612.64	
HOLIDAY PAY	24,495.52	26,545.04	3,733.44	54,774.00	922.44
TOTAL LABOR	1,857,281.39	1,023,255.89	297,709.82	3,178,247.10	47,803.90
STRAIGHT TIME FEE	349,678.71	193,508.02	55,252.75	598,439.48	4,501.67
PREMIUM TIME FEE	8,573.53	1,542.19	1,717.43	11,833.15	
TOTAL FEE	358,252.24	195,050.21	56,970.18	610,272.63	4,501.67
TAXES AND INSURANCE	234,408.50	132,276.93	36,488.23	403,173.66	8,688.94
OTHER REIM. COSTS			2,804.66	2,804.66	
TOTAL BILLINGS	2,449,942.13	1,350,583.03	393,972.89	4,194,498.05	60,994.51

DE 007066

BROWN & ROOT, INC.
ANALYSIS OF UNION CARBIDE'S BILLINGS
FOR QUARTER ENDING JUNE 27, 1981

1981	SEADRIFT 34-4108	BROWNSVILLE 34-4109	LINDE 34-4110	LINDE-BROWNSVILLE 34-4160	TOTAL	STAR 34-4155
STRAIGHT TIME-LABOR	1,518,225.87	1,627,322.68	310,812.23	72,999.00	3,529,359.78	115,572.99
PREMIUM TIME-LABOR	44,108.41	135,076.59	23,587.37	9,648.48	212,420.85	7,601.83
TRAVEL OR PER DIEM		1,934.40			1,934.40	
HOLIDAY PAY	22,446.08	16,548.32	3,821.36	598.16	43,413.92	2,410.00
TOTAL LABOR	1,584,780.36	1,780,881.99	338,220.96	83,245.64	3,787,128.95	125,584.82
STRAIGHT TIME FEE	299,005.13	326,987.22	61,529.17	14,697.37	702,218.89	11,146.57
PREMIUM TIME FEE	4,410.84	13,507.67	2,358.75	964.83	21,242.09	-0-
TOTAL FEE	303,415.97	340,494.89	63,887.92	15,662.20	723,460.98	11,146.57
TAXES AND INSURANCE	199,201.76	180,581.01	36,082.91	6,911.84	422,777.52	9,416.76
OTHER REIM. COSTS			8,344.80		8,344.80	7,950.40
TOTAL BILLINGS	2,087,398.09	2,301,957.89	446,536.59	105,819.68	4,941,712.25	154,098.55