PLAINTIFF'S EXHIBIT

B&R-218

FORM NO. 474

THIS AGREEMENT made and entered into by and between CONSOLIDATED CHEMICAL INDUSTRIES Division of Stauffer Chemical Company, hereinafter styled "Consolidated," and BROWN AND ROOT, INC. hereinafter styled "Contractor,"

WITNESSETH:

1. For the consideration and under the terms and conditions hereinafter stated, Contractor agrees to begin immediately and to complete with due diligence, but in any event within not more than _____ working days, in accordance with the plans and specifications hereto attached and made a part hereof and in a careful and workmanlike manner, with the necessary crews, tools, machinery and equipment furnished and maintained by Contractor, at its own cost and expense, except as hereinafter provided, certain work briefly described as follows:

General plant maintenance work as designated by plant manager and/or plant superintendent during the six months period beginning March 1, 1958 and ending August 31, 1958. MATERIAL: Purchase material as requested by plant manager and/or plant superintendent.

Contractor is to furnish certificates of insurance in the type and limits shown on the certificate of insurance issued to Consolidated by Contractor's insurer and now on file with Consolidated.

2. As consideration for the full and complete performance of this contract by Contractor, Consolidated agrees to pay to Contractor upon completion and acceptance of said work as follows: LABOR: Direct payroll plus a fee of forty percent (40%) on straight time and thirty and one-half percent (30.5%) on overtime, which fee includes supervision above the grade of General Foreman, workmen's compensation, payroll taxes, insurance, general office and field office expense and any items of miscellaneous overhead normally incurred by a contractor in connection with this type of work. Attached is a list of wage rates currently in effect in the Baytown area, as well as equipment rates currently in effect. There shall be no fee on rental equipment, either contractor's or equipment rented by contractor in the event contractor cannot furnish his own equipment.

MATERIAL: Direct invoices cost of all material plus a fee of ten percent (10%) which fee includes purchasing, procuring and expediting of materials. Contractor shall take advantage of all cash discounts allowed for prompt payment of invoices rendered by its suppliers. All cash discounts taken and trade discounts allowed shall be for Consolidated's account.

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

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

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

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

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

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

9. Consolidated reserves the right during the progress of the work to make any changes, additions or deletions in the original plans and specifications. All changes are to be made in writing and accepted by both parties before proceeding with the work. Alterations shall not invalidate the contract. No bills for extras will be allowed unless ordered in writing by Consolidated.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto in duplicate this 27 day of February, 1958

CONSOLIDATED CHEMICAL INDUSTRIES
Division of Stauffer Chemical Company

By A. L. Switzer
PURCHASING AGENT Consolidated

BROWN AND ROOT, INC.

By L. J. Dennick
Contractor

Approved:

Ray A. Baker 2/27/58
PLANT MANAGER

H. C. Snowden
GENERAL SUPERINTENDENT 3-3-58

Contract No. BT-32

W.O. No.

A. R. No.

CONSOLIDATED CHEMICAL INDUSTRIES
DIVISION OF STAUFFER CHEMICAL COMPANY
6910 FANNIN STREET
SUITE 300 SOUTH
HOUSTON 25, TEXAS

March 3, 1958

Brown & Root, Inc.
P. O. Box 3
Houston, Texas

Contract BT-32

Gentlemen:

We attach your two fully executed copies of Contract BT-32 covering general plant maintenance work as designated by plant manager and/or plant superintendent during the six months period beginning March 1, 1958 and ending August 31, 1958 at our Baytown, Texas works.

Certificate of Insurance covering your operations is in our file.

Yours very truly,

CONSOLIDATED CHEMICAL INDUSTRIES
Division of Stauffer Chemical Co.

A. L Sweitzer

Purchasing Agent

ALSweitzer/meb
Encl.



ROUTING SLIP

Date 3-11-58 19

TO		FROM	TO		FROM
	Herman Brown			H. A. Lindsey	
	George R. Brown			R. P. Macsirus	
	L. T. Bolin			L. E. Minor	
	M. P. Anderson			T. B. Mitchell	
	F. W. Bell			T. K. Montgomery	
	Brown Booth			Foster Parker	
	Carl Burkhart, Jr.			H. Passmore	
	F. L. Dahlstrom			B. H. Powell, Jr.	
	George J. Darneille			W. M. Powell	
	Harold Decker			C. A. Rawson	
	A. R. Duke			R. H. Robuck	
	J. T. Duke			C. J. Rollo	
	L. H. Durst		✓	Glenn Smith	
	Herbert J. Fransley			J. A. Terry	
	S. S. Gillis			Gordon Thomson	
	J. Grady Gray			R. A. Turrentine	
	W. L. Harrell			N. E. Walcher	
	G. Hinman			D. E. Warfield	
	C. D. Jessup, Jr.			Ross White	
	W. H. Leslie			M. L. Woodfin	✓
	Ray Lewis				

- ☐ For you to handle
- ☐ For your signature
- ☐ Sent me in error
- ☐ Make corrections
- ☐ Investigate and report to me
- ☐ For your information, please return
- ☐ Returned as requested
- ☐ See me personally before replying
- ☐ For your approval
- ☐ Read and file
- ☐ Advise what to do
- ☐ Confidential
- ☐ Take up with

Remarks: _____

FORM M-13 10M 8-57