

**PLAINTIFF'S
EXHIBIT**

ETCO-46

cc:

Mr. R. H. Cowlshaw
Mr. C. A. Kyle

bcc:

WFA JRM
RLG
GSR

Mr. W. D. Gottwald

Richmond

C. E. Daviet

Baton Rouge

Contract for GH-1 Production Facilities -
Nichols Construction Corporation

June 23, 1966

Included herewith is an originally signed
copy of the subject contract.

The work covered by this contract was
previously authorized on project B-2995-2.

C. E. Daviet

/s

E-09532

VJAV

2 RICH BR 6-16-66

OK
LAK
6-22

TO: DR G F KIRBY - RICHMOND

PER-TRI BIDS WERE SUBMITTED JUNE 15, 1966. BASE BID COMPARISON FOLLOWS:

NICHOLS CONSTRUCTION CORP. \$916,000

HOMER KNOT CONSTRUCTION CO. \$955,068

H. E. WIESE INDUSTRIAL CONTRACTORS \$975,689.

CONTRACTORS WILL NOT GUARANTEE COMPLETION DATE OF JANUARY 31, 1967.

LOW BID ADDED TO PER-TRI PRESENT ESTIMATE TOTALS \$2.80 MILLION,
LEAVING \$350 M AS UNENCUMBERED CONTINGENCY WITHIN THE \$3.15 MILLION
APPROPRIATION.

RECOMMEND NICHOLS BE SELECTED ON BASIS OF LOW BID AND EQUAL
PERFORMANCE. REQUEST PERMISSION TO SIGN CONTRACT AS SOON AS POSSIBLE.

G. S. ROBERTS - 11:30 A CST-WD

E-09533

CONTRACT AGREEMENT
for
GH-1 PRODUCTION FACILITIES
ETHYL CORPORATION
BATON ROUGE, LOUISIANA

THIS AGREEMENT made this 22nd day of June, 1966, by and between
NICHOLS CONSTRUCTION CORPORATION, General Contractor, herein represented by Bert S. Turner, its President, (hereinafter called the "Contractor"), and
ETHYL CORPORATION, a Virginia Corporation, herein represented by G. S. Roberts, its Chief Engineer, (hereinafter called the "Owner").

WITNESSETH

That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the supervision, materials, tools, facilities, equipment and supplies except such as Owner will furnish, and perform all of the work shown on the drawings and specifications described in the Contract Documents, Article 7 hereof, and shall do everything required by this Agreement. All materials shall meet specifications and all work shall be done in a good and workmanlike manner, to the satisfaction of the Owner.

The Engineer referred to in the Specifications shall be the Construction Coordinator or such other representative as the Owner shall at any time hereafter

designate by written notice to the Contractor.

The said Work is to be done at the Baton Rouge manufacturing plant of Ethyl Corporation.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced immediately and shall be completed within 235 calendar days from award of contract including all tie-ins, shutdown work, and testing. The Contractor, in conformance with Article 24 of the General Conditions, shall provide a Construction Schedule within two weeks of the date of this agreement indicating the proposed fulfillment of this schedule.

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of this contract Nine Hundred Seventeen Thousand Seven Hundred Fifteen and No/100 Dollars (\$917,715.00) per Contractor's bid dated June 15, 1966, and amended by letter dated June 21, 1966.

ARTICLE 4. ADDITIONS TO AND DEDUCTIONS FROM CONTRACT

In determining the value of extra work or making changes by altering, adding to or deducting from the work, it is expressly understood and agreed that the Owner has the option of

- (a) Accepting a lump-sum quotation for said work.
- (b) Applying unit price (per the unit price schedule submitted by the Contractor with his bid).

(c) Paying for the "Actual Cost" of the work plus fifteen per cent (15%) of the "Actual Cost" less insurance and taxes as set out in Article 7 of the General Conditions.

ARTICLE 5. TERMS OF PAYMENT

(a) The Owner will make monthly payments within ten (10) days of receipt of Contractor's billings on account of the contract to the extent of ninety per cent (90%) of the value of the work completed (proportional to the Contract Price) which includes labor and materials incorporated in the work, materials which the Owner estimates are stored at the job site, less the aggregated sum of all previous payments.

Upon completion of the entire work, Owner will make a payment sufficient to increase the aggregated total paid to ninety per cent (90%) of the Contract Price.

(b) The Owner will make payments on account of approved Additions (Article 4) in accordance with the following:

The price for extra work for which the Owner has accepted the Contractor's lump-sum quotation(s) (option "a" of Article 4) will be added to the Contract Price (Article 3) and will be included in the monthly payments per (a) above.

Costs for extra work for which the Owner has elected to apply Unit Costs or Actual Cost plus fifteen per cent (15%) (options "b" and "c" of Article 4) shall be accumulated in a separate account for each such extra work. Owner will include ninety per cent (90%) of said costs to the monthly payments described in "a" above, on the basis of separate billings for each

such extra work completely supported by paid invoices, payrolls, and such other documents as Owner may require.

The ten per cent (10%) retained from all payments on account of extra work shall be accumulated and paid in accordance with Article 6 below.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

Upon written notice from the Contractor that the work is completed, the Owner's Engineer shall make the final inspection and, upon finding the work acceptable, shall promptly issue a signed written certificate verifying the said completion and acceptance of work.

Final payments shall be thirty (30) days after the Owner accepts the work, subject to stipulations in the General Conditions and receipt of the final cost breakdown in conformance with the Cost Code Information stipulated in the Appendix of the Specifications.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Secrecy Agreement - Disclosure of Information - Ethyl Corporation - Project GH-1, signed by Contractor May 5, 1966; the Bid Form submitted June 15, 1966; the Drawings; the Specifications for GH-1 Production Facilities, dated May 9, 1966; Addendum No. 1, dated May 27, 1966; letter from Ethyl Corporation to Nichols Construction Corporation, dated June 1, 1966; letter from Ethyl Corporation to Nichols Construction Corporation, dated June 10, 1966; letter from Nichols Construction Corporation to Ethyl Corporation dated June 21, 1966; together with

this Agreement form the contract and they are as fully a part of this contract as if hereto attached or herein repeated. In case of conflict between this Agreement and any contract document, this Agreement shall control.

The "Drawings" referred to above mean all of the drawings on the drawing lists, as follows:

<u>Drawing List</u>	<u>Sheet</u>	<u>Revisions</u>	<u>Dated</u>
Mechanical	1,2,3	2	June 9, 1966
Structural	1	2	June 9, 1966
Structural	2	1	May 25, 1966
Electrical	1	1	May 23, 1966
Instrument	1	2	June 17, 1966

In addition, all drawings, standards, and/or sketches, incorporated by reference on the listed drawings or in any of the contract documents, shall be part of the "Drawings" mentioned above.

ARTICLE 8. INSURANCE

The Contractor shall comply with the insurance requirements as defined in the General Conditions of the Specifications for GH-1 Production Facilities - Ethyl Corporation - Project B-2995-2, dated May 9, 1966.

ARTICLE 9. PERFORMANCE BOND AND RECORDINGS

The Contractor shall furnish a performance bond with a surety acceptable to the Owner in accordance with Article 16 of the General Conditions. The Contractor

shall, at his own expense, record one copy of the performance bond and this Contract Agreement.

ARTICLE 10. ARBITRATION

Any dispute or controversy arising between the parties hereto with respect to the performance hereunder of either shall be determined by arbitration as provided in the General Conditions of the Specifications, except where such dispute or controversy may concern liability for injury or death of any person or persons or liability for damage to or destruction of property (including the loss of use thereof).

ARTICLE 11. WORK PROGRESS

The Contractor agrees to expedite the work as far as possible and to review the progress of the work with the Owner in relation to the Construction Schedule weekly. The Owner reserves the right to question the manpower assigned to the job and if in disagreement, the Contractor will furnish satisfactory proof in writing that the job is adequately manned to meet the schedule.

It is expressly understood that the Contractor will use its best efforts at all times to schedule the work to fit any revisions to dates of delivery of Owner furnished equipment and materials and construction drawings and otherwise to minimize the effects of all such revisions on the completion date.

ARTICLE 12.

This Agreement shall supersede and cancel any and all previous agreements, whether oral or written, between the parties hereto, in connection with the subject matter of this Agreement.

7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals the day and year first above written.

ETHYL CORPORATION

Witnessed:

Robert L. Gentry
Claude E. Davis

By G. S. Roberts
G. S. Roberts, Chief Engineer

NICHOLS CONSTRUCTION
CORPORATION

Witnessed:

Roland M. Jorpe
J. B. Miller

By Bert S. Turner
Bert S. Turner, President