PLAINTIFF'S EXHIBIT
ETCO-40

ETHYL CORPORATION

INTER-OFFICE

To	Mr. W. D. Gottwald	Address	Richmond
From	C. E. Daviet	Address	Baton Rouge
Subject	Nichols Construction Corporation Contract for Installation of Wet EDC Storage Facilities	Date	January 17, 1967

Enclosed is the signed original of a contract dated December 13, 1966, with Nichols Construction Corporation for the installation of wet EDC storage facilities.

C. E. Daviet

C. E. Daviet

/sl

Encl.

cc: Mr. R. H. Cowlishaw
Mr. C. A. Kyle
Mr. G. S. Roberts

B.cc: J. R. mc
R. L. Guidry

INTRAPLANT MEMORANDUM

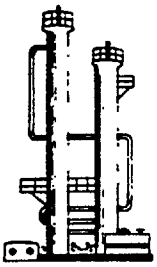
TO C. E. DAVIET FROM J. R. McCLELLAN

SUBJECT SIGNED CONTRACT DATE 12-27-66

ATTACHED 2 COPIES FULLY SIGNED CONTRACT NICHOLS CONST CO. - WET EDC FACILITIES.

BR 433 REV. 4/64

NICHOLS
CONSTRUCTION
CORPORATION



2864 AIRLINE HIGHWAY / POST OFFICE BOX 2750
BATON ROUGE, LOUISIANA 70821 AREA CODE 504 356-1305

December 20, 1966

Mr. J. R. McClellan, Superintendent
Construction Coordination
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana

Wet EDC Storage Facilities
Our Job 1199

Dear Mr. McClellan:

Enclosed are the two signed copies of the contract agreement for the above mentioned project requested in your letter of December 13, 1966.

We certainly appreciate your awarding us this work.

Very truly yours,

Bert S. Turner
President

BST/mh

attachments

E-09468

AGREEMENT

TO

INSTALL FACILITIES for WET EDC STORAGE

THIS AGREEMENT made this December 13, 1966 by and between Nichols Construction Corporation, General Contractor, herein represented by Mr. 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").

W I T N E S S E T H

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

ARTICLE I. SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, equipment, and supplies to perform all work per his proposal No. 883 dated December 1, 1966, Ethyl Corporation General Conditions (dated 5-9-66), and Ethyl drawings, specifications, and stipulations mentioned in Ethyl's letter of inquiry dated 11-21-66 and letter dated 11-22-66. All work shall be done in a good and workmanlike manner and to the satisfaction of the Owner.

F. B. Kramer shall be the Owner's Construction Coordinator until such time other representatives as the Owner shall at any time hereafter designate by written notice to the Contractor.

The said work is to be performed at the Baton Rouge Manufacturing Plant of Ethyl Corporation.

ARTICLE II. TIME OF COMPLETION

The work to be performed under this contract shall begin within 5 days after receipt of order and shall be completed as soon as practical on a straight time basis, unless requested otherwise with conditions being mutually agreed upon in writing.

ARTICLE III. CONTRACT PRICE

The Owner shall pay the Contractor a lump sum of Sixty-four Thousand Five hundred and Fifty Dollars ($64,550).

ARTICLE IV. ADDITIONS TO AND DEDUCTIONS FROM CONTRACT

Additions to and deductions from contract shall be made in accordance with the General Conditions. Any changed not covered by the proposal will be negotiated at the time they occur.

ARTICLE V. ACCEPTANCE AND FINAL PAYMENT

Upon written notice from the Contractor that the work is completed, the Owner's Engineer-in-Charge 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 payment shall be thirty (30) days after the Owner accepts the work, subject to stipulations in the General Conditions.

ARTICLE VI. INSURANCE

The Contractor shall comply with the insurance requirements as defined in the General Conditions.

ARTICLE VII. 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 VIII.

Contractor will maintain cost records for the work covered by the proposal and comply with the breakdown of costs as shown on the attached Form L-340 "Contractor" Final Cost Breakdown". Contractor shall furnish cost breakdown when requested by the Owner.

ARTICLE IX.

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 the Agreement.

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

ETHYL CORPORATION

Witnessed:

Mary E. Graham

[illegible]

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

NICHOLS CONSTRUCTION CORPORATION

Witnessed:

Margaret L. Harrison

C. R. Barthelomew

By Bert S. Turner
Bert S. Turner, President

CONTRACTOR FINAL COST BREAKDOWN

REASONABLE ESTIMATES WILL SUFFICE

		Total Installed Cost
I. For Each Individual Structure (Bldg. Nos.) as follows:		
A. Building Structure		
1. Substructure: (excluding ground floor slab)		$_____
2. Superstructure: (including ground floor slab)		$_____
	Total	$_____
B. Plumbing		
1. Piping - Above ground		$_____
2. Piping - Below ground		$_____
*3. Equipment (number of lavatories, toilets, urinals, etc. giving purchase price and description)	$_____	
	Total	$_____
C. Heating and Ventilation		
1. Piping		$_____
2. Ductwork		$_____
*3. Equipment (unit heaters, raidators, fans, etc. to be listed separately giving purchase price and description of each item)	$_____	
	Total	$_____
D. Air Conditioning		
1. Piping		$_____
2. Ductwork		$_____
*3. Equipment (list equipment items separately giving purchase price and description of each item)	$_____	
	Total	$_____
E. Lighting		
1. Conduit Wiring		$_____
*2. Equipment (number of fixtures, panels, emergency units, etc. giving purchase price and description of each item	$_____	
	Total	$_____

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Final Cost Breakdown Contd.

		Total Installed Cost
*F. Machinery and Equipment		
(List each unit (grouping identical items) giving purchase price and description of each item or group of items	$_____	
	Total	$_____
G. Equipment Foundations		$_____
H. Power Wiring		$_____
I. Instruments		$_____
J. Process & Utility Piping		$_____
	GRAND TOTAL BUILDING	$_____

II. Outside (Yard) Facilities as follows:

*A. Machinery and Equipment		
(List each unit (grouping identical items) giving purchase price and description of each item or group of items	$_____	
	Total	$_____
B. Equipment Foundations		$_____
C. Outside Process Piping		
1. Above ground		$_____
2. Below ground		$_____
	Total	$_____
D. Outside Pipe Supports		$_____
E. Outside Utility (air, steam, etc. - separately) Piping		
1. Above ground		$_____
2. Below ground		$_____
	Total	$_____
F. Outside Electric Lines		
1. Overhead		$_____
2. Underground		$_____
	Total	$_____

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Final Cost Breakdown Contd.

	Total Installed Cost
G. Roads, Sidewalks, Surface Drains, Storm Sewers, Sanitary Sewers, etc. (separate for each type facility).	$
CONTRACT SUB TOTAL	$
III. Non-Capital Costs - Permanent Removals of Existing Equipment, Relocations of Existing Equipment, Plant Start-Up	$
CONTRACT GRAND TOTAL	$

This outline is intended as a guide only. Upon request by Contractor near completion of job a more complete detail will be submitted.

Total installed cost includes all direct costs plus a prorate of general costs.

Engineering will furnish the Contractor a rough plot plan showing individual building numbers (units) to be used in this report, and a drawing index showing the building number for each building.

For large tanks separate costs are required for the tank, tank foundation, dykes, and firewalls.

*No breakdown by items of equipment is required for Ethyl purchased items. This then covers <u>total</u> cost of equipment installation only in each Building (Unit).