PLAINTIFF'S EXHIBIT
ETCO-67

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ETHYL CORPORATION

INTER-OFFICE

To	Mr. W. D. Gottwald, Jr.	Address	Richmond
From	C. E. Daviet	Address	Richmond
Subject	Preliminary Engineering Study associated with a Proposed Fuel Unloading Dock at Baton Rouge.	Date	September 23, 1974

Contractor: Barnard and Burk, Inc.
Contract Date: August 5, 1974
Contract Amount: Estimated at $13,000.00

Enclosed is an originally signed copy of the subject contract.

The required advice of contract clearance is enclosed.

C. E. Daviet
Engineering Contract Administrator

/mt
Attachments

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

bcc: Messrs. L. C. Dupont
V. O. Mitchell (2)
C. H. Polito
L. H. Stephens

E-08816

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ETHYL CORPORATION

INTER-OFFICE

To	Mr. W. D. Gottwald, Jr.	Address	Richmond
From	C. E. Daviet	Address	Richmond
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C. E. Daviet
Engineering Contract Administrator

/mt
Attachments

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

E-08815

ETHYL CORPORATION

Advice of Contract Clearance

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Division or Department Engineering Contract Date August 5, 1974

Location Baton Rouge Contract Number _____
(If any)

Contractor (Individual or Corporation) Barnard and Burk, Inc.

Description (Brief Outline) Preliminary Engineering Study associated with a proposed Fuel Unloading Dock at Baton Rouge.

A. Reviewed and Cleared by:

	Name or Initial	Date
Law		
Patent (if required)		
Finance:		
Tax		
Insurance		
Cash Control		

X B. This contract does not require specific clearance under Section V of Contract Procedure, since it is a "standard" or "simple, routine" contract.

C. E. Dantzi 9/23/74

Div. or Dept. Contract Administrator's Initials — Date

Note: After clearance has been completed, the department or division contract administrator will forward this form attached to the applicable contract to the Corporate Contract Administrator for his records.

E-08817

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ETHYL CORPORATION

ENGINEERING DEPARTMENT

ETHYL TOWER
451 FLORIDA
BATON ROUGE, LA 70801

July 15, 1974

Mr. Jon W. Morar
Sales Representative
Barnard and Burk, Inc.
Mayfair Drive - Park Plaza
Baton Rouge, Louisiana 70815

Re: Preliminary Engineering Study -
Proposed Fuel Oil Unloading Dock

Dear Mr. Morar:

Ethyl Corporation accepts your proposal of June 3, 1974, addressed to Mr. E. V. Trahan, to conduct a preliminary engineering study of Ethyl's proposed Fuel Oil Unloading Barge Dock facilities on property which Ethyl owns on the Mississippi River at Baton Rouge, Louisiana.

A copy of your proposal letter of June 3, 1974 and your earlier proposal of May 2, 1974 are appended hereto and made part hereof together with the following clarifications and/or added conditions which shall control in case of any conflict with the above referenced to proposals.

1. The Engineering Services to be rendered relative to the proposed barge dock are to establish the feasibility of the facility and magnitude of costs that Ethyl would incur in constructing the facility. The scope of the services to be rendered, hereinafter referred to as "the Work" is broadly defined in your above mentioned proposal letter of June 3, 1974 and your earlier proposal letter of May 2, 1974. More specifically, the scope of the Work is to include but not be limited to performing all of the required services to complete the following:

   a. A hydrographic survey* of the proposed dock area.

   b. An analysis of the stability of the river bank in this area.

   c. A tie-in of Corps of Engineers location monuments with the proposed dock location.

   d. A preliminary design of a barge dock including a vehicle access bridge.

* To be sublet, subject to Ethyl's approval.

e. An order of magnitude estimate of engineering and construction costs for the dock broken down into the major cost components.

f. An estimated design and construction schedule.

2. Ethyl and Barnard and Burk will each designate in writing a person who will be the sole representatives (except as alternates may be designated in writing) to authorize, accept and/or reject work either performed or to be performed hereunder.

3. Ethyl will reimburse Barnard and Burk for each manhour expended by its personnel directly assigned to perform the Work at hourly rates equivalent to the actual salaries of the pertinent personnel times a multiplier of two and one-quarter (2.25). Out-of-pocket costs incurred will be reimbursed at cost plus five percent (5%). Barnard and Burk estimates its total cost to perform the Work will not exceed Ten Thousand Dollars ($10,000.00) excluding the subcontract for the hydrographic survey which Barnard and Burk estimates at Three Thousand Dollars ($3,000.00). These costs shall not be exceeded without explicit written approval and instruction by Ethyl.

4. Barnard and Burk will invoice Ethyl monthly including copies of all pertinent support documents. Ethyl will pay the invoiced amounts to Barnard and Burk within twenty (20) days after receipt of such invoices, subject to corrections discovered either in processing same or in future audit(s) as set forth in paragraph 5 below.

5. Barnard and Burk agrees to maintain accurate detailed accounting records of all costs which they incur hereunder and will make the records readily available to representatives of Ethyl for auditing during Barnard and Burk's regular office hours at any time during the progress of the Work and up to one year and sixty days after its completion or termination.

6. Barnard and Burk will provide Ethyl with the desired number of copies of all drawings, specifications, analyses, reports and any or all other documents developed hereunder at out-of-pocket cost plus five percent (5%).

7. Barnard and Burk agrees to provide the following Insurance coverages by carriers acceptable to Ethyl as evidenced by Certificates of Insurance.

a. Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least $100,000 per person and $100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

b. Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover Barnard and Burk against any Public Liability and/or Property Damage claim that might arise from the operation hereof regardless of whether such operations be by Barnard and Burk or its Subcontractor(s) or any person(s) directly or indirectly employed by them. Such insurance shall be for an amount not less than $100,000 to cover injury or death of each person and not less than $500,000 to cover all persons sustaining injury or death as c result of each occurrence and for not less than $100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence". Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

c. Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Barnard and Burk against any public liability or property damage claims arising from the operation of motor vehicles in performance of the Work under this contract, whether such operation be by Barnard and Burk or its Subcontractor(s) or any person(s) directly or indirectly employed by them. The amount of such insurance shall not be less than $100,000 for injury including death to any person and not less than $500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than $50,000 per accident.

d. Insurance Certificates - Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana, 70821 prior to the commencement of work under this Agreement. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to Ethyl, attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana, 70821, as evidenced by return receipt of registered mail". Barnard and Burk shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

8. In the performance of the Work hereunder, Barnard and Burk or its personnel, or its Sub-contractors or their personnel shall at all times and for all purposes be considered Independent Contractors and not employees of Ethyl Corporation.

9. a. Ethyl reserves the right to terminate the Work at any time or to make changes in the Work, Scope and/or Specifications and will reimburse Barnard and Burk for the cost of such termination or changes under the same terms as the basic Agreement.

b. ~~The cost for designing corrections to any design discovered to be faulty during the course of the Work as a result of Barnard and Burk's negligence or failure to follow instructions, will be reimbursed by Ethyl at bare cost incurred by Barnard and Burk without any overlay for overhead and/or fee.~~ J.K. EVT

10. During the performance of work and/or services hereunder, employees of Barnard and Burk may receive information or, through visits to Ethyl facilities, may see installations which could reveal certain information which Ethyl considers as confidential. Barnard and Burk, Inc. hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, or acquired in visits to Ethyl plants, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Barnard and Burk and all drawings, tracings, prints, and other information furnished to Barnard and Burk by Ethyl or others for the Work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the Work authorized hereunder.

Barnard and Burk agrees to use reasonable care in the selection and assignment of personnel for the Work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Barnard and Burk during the prosecution thereof and relating thereto.

Barnard and Burk will secure similar agreements from each person employed by it in the performance of work hereunder.

11. This Agreement is neither transferable nor assignable by either Ethyl or Barnard and Burk except (i) to affiliates, subsidiaries or successors to the business of Ethyl or Barnard and Burk or (ii) with prior consent of the other party..

12. This letter with its attached copies of Barnard and Burk's Proposals dated June 3 and ~~March~~ MAY 2, 1974 constitute this Agreement together with all mutually agreed to revisions, additions, and/or deletions which develop during the course of the Work. Any previous agreements, whether oral or written between the parties hereto in connection with the subject matter of this Agreement are hereby cancelled.

Claude E. Daniel
Witnessed

ETHYL CORPORATION

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

ACCEPTED:

Clem. L. Marion
Witnessed

BARNARD AND BURK, INC.

By Frank Kop
(Name and Title)

Date 8-5-94

E-08822

SECTION 202, EXECUTIVE ORDER 11246

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contacting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.