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**PLAINTIFF'S  
EXHIBIT**

ETCO-39

Mr. W. D. Gottwald

Richmond

C. E. Daviet

Baton Rouge

Engineering Contracts

June 1, 1967

Attached are the originally signed copies along with other required papers of the following contracts:

|                               |         |
|-------------------------------|---------|
| National Industrial Co., Inc. | 3-2-67  |
| Campbell Construction Co.     | 3-6-67  |
| Sinclair Pipe Line Co.        | 3-22-67 |
| Nichols Construction Corp.    | 4-12-67 |
| Dr. Gilbert Aguirre Ramirez   | 4-18-67 |
| Fisk Electric, Inc.           | 4-21-67 |

These copies will complete your Engineering department contract files to date. Future transmittals will be handled by Mr. D. B. Crawford in accordance with Mr. G. S. Roberts' letter of April 26.

C. E. Daviet

/sl

Encls.

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ETHYL CORPORATION

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Advice of Contract Clearance

cc: Mr. J. W. Fleniken  
(bcc) Mr. R. L. Guidry  
Mr. C. A. Kyle  
(bcc) Mr. J. R. McClellan  
(bcc) Mr. E. V. Nahr  
Mr. G. S. Roberts

Division or Department Engineering Contract Date 4-12-67

Location Baton Rouge Contract Number \_\_\_\_\_  
(If Any)

Contractor (Individual or Corporation) Nichols Construction Corp.

Description (Brief Outline) Cost-plus-fixed fee blanket construction contract

A. Reviewed and Cleared by:

|                      | <u>Name or Initial</u> | <u>Date</u>    |
|----------------------|------------------------|----------------|
| Law                  | <u>C. A. Kyle</u>      | <u>4/20/67</u> |
| Patent (if required) | _____                  | _____          |
| Finance:             |                        |                |
| Tax                  | <u>[Signature]</u>     | <u>4/20/67</u> |
| Insurance            | <u>[Signature]</u>     | <u>✓</u>       |
| Cash Control         | _____                  | _____          |

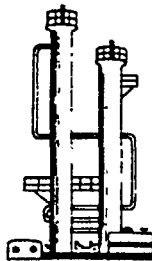
B. This contract does not require specific clearance under Section V. of Contract Procedure, since it is a "standard" or "simple, routine" contract.

C. E. Davis 5/2/67  
Div. or Dept. Contract Date  
Administrator's Initials

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.



CONSTRUCTION  
CORPORATION



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CS

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

April 21, 1967

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Mr. J. R. McClellan  
Ethyl Corporation  
P. O. Box 341  
Baton Rouge, La. 70821

#2 EDC Plant Expansion  
Our Job 1210

Dear Mr. McClellan:

In accordance with your verbal instructions of April 20, 1967 to Mr. George Esser of this office, we have signed and are returning one copy of your Secrecy Agreement. We have retained one copy for our file.

Very truly yours,

A handwritten signature in cursive script, reading "Bert S. Turner".

Bert S. Turner  
President

BST/mh

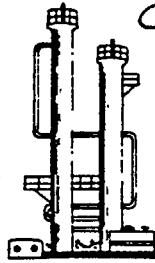
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E-09428

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CONSTRUCTION  
CORPORATION



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

April 20, 1967

COST-PLUS CONSTRUCTION

Mr. J. R. McClellan, Superintendent  
Construction Coordination  
Ethyl Corporation  
P. O. Box 341  
Baton Rouge, Louisiana 70821

Dear Mr. McClellan:

This is to acknowledge receipt of your letter of April 18, 1967 and the revised agreement covering cost-plus work in Ethyl's Baton Rouge Plant.

I am returning a signed copy of this agreement to you for your files. You will note that I have also initialed the revised pages to indicate our acceptance.

We certainly appreciate your awarding us this work and assure you that we will make every effort to do a first class job.

Yours very truly,

A handwritten signature in cursive script, reading "Bert S. Turner".

Bert S. Turner  
President

BST/mh

attachment

SECREC Y AGREEMENT

DISCLOSURE OF INFORMATION  
ETHYL CORPORATION

You hereby agree that all information and know-how, including that embodied in existing Hydrocarbon Area facilities or in drawings, tracings and/or any other documents made available to you in connection with bidding for the construction of and/or actual revisions to the proposed EDC and VCI facilities, will be maintained by you and your employees in strict confidence. The foregoing obligation shall not apply, however, to information and know-how which was known to you prior to disclosure by us or to information and know-how which is or becomes generally available to the public through no fault of yours or which is acquired by you from sources independent of us. You further agree to use reasonable care in the selection and assignment of personnel to this project and to take proper precautions to avoid the unauthorized dissemination of the information and know-how you are obligated to maintain in confidence. You also agree to return all drawings, tracings and other documents made available to you on demand of Ethyl Corporation.

Signature

*Carl A. Turner*

Title

President

Company

Nichols Construction Corp.

Date

April 21, 1967

OK  
WMC

ETHYL CORPORATION

cc: Mr. G. S. Roberts

INTER-OFFICE

2/95 n (free)

|                                                                 |
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|-----------------------------------------------------------------|

To Dr. G. F. Kirby

Address Baton Rouge

FROM T. M. Smylie

Address Baton Rouge

SUBJECT Blanket Contract  
Nichols Construction Corporation

DATE April 12, 1967

For several years we have had a blanket cost-plus-fixed-fee contract with H. E. Wiese covering relatively small-scale construction packages at the Baton Rouge plant. A blanket contract provides needed flexibility to handle emergency work and work on parts of larger projects that can best be handled under this type contract.

It is now proposed to discontinue the contract with Wiese and award a similar cost-plus-fixed-fee contract to Nichols Construction Corporation. Nichols was the lower of two bids received. I concur with Sam Roberts's recommendation that we accept the Nichols contract. May we have your approval.

Additional details are in Sam Roberts's memorandum of April 5.

T. M. Smylie

140

hs  
attachment

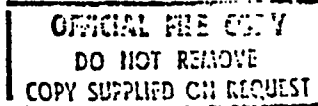
# ETHYL CORPORATION

T. M. Smylie

INTER-OFFICE

Recd. APR 6 1967

To Mr. T. M. Smylie



ADDRESS CEC WHM GSR File

FROM G. S. Roberts

ADDRESS

SUBJECT Construction Contract Approval

DATE April 5, 1967

Approval is requested to enter into a cost plus fixed fee construction contract with Nichols Construction Corporation. Copy of their proposal, lowest of two received, is attached. See pages 6 and 7 for principal terms. The other bidder was Plant Services who bid 0.45% more fee on labor than Nichols.

This contract form differs from the previous cost plus fixed fee contract form in that it includes certain insurance coverage, home office expenses, small tools and home office overhead and profit in the fee. This contract with Nichols will replace the cost plus fixed fee contract under which H. E. Wiese has performed work for the past several years.

Work scheduled to be performed under this proposed blanket contract at an early date includes EDC drying revisions in the VCI plant and No. 2 EDC expansion. The urgency of this work is such as to preclude taking the time to secure competitive bids. A sizable portion of this program will be done during the May 15 turnaround and certain preparatory work must precede the turnaround.

The fee as a percentage of estimated labor can be negotiated downward when we have sufficient size construction projects to entice lower bidding. The volume of construction work scheduled on the Baton Rouge plant in the near future is not attractive to the better contractors, but it is believed that the fees quoted are fair for the volume of construction in today's market.

  
G. S. Roberts

GSR:psg

Attachment

E-09432

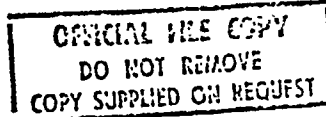
# ETHYL CORPORATION

T. M. Smylie

## INTER-OFFICE

Recd. APR 6 1967

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G. S. Roberts

GSR:psg

Attachment

E-09433

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of April, 1967,  
by and between ETHYL CORPORATION, a Virginia Corporation, doing business  
in the State of Louisiana, herein represented by G. S. Roberts, its Chief Engineer,  
duly authorized, (hereinafter called "Owner"), and Nichols Construction Corporation,  
a Louisiana Corporation having its principal place of business in the City of Baton  
Rouge, State of Louisiana, herein represented by Bert S. Turner, its President, duly  
authorized, (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, Owner, from time to time, may elect to have Contractor perform  
for it construction work at its plant site located at Baton Rouge, Louisiana and

WHEREAS, Contractor is willing to perform such construction work as Owner  
may designate and as it elects to perform, and

WHEREAS, Owner and Contractor have agreed upon the terms and conditions  
upon which construction work hereafter agreed upon shall be performed.

NOW, THEREFORE, the Owner and the Contractor for the consideration  
hereinafter contained and upon the terms and conditions herein expressed do bind  
and obligate themselves as follows:

I.

When Owner elects to have Contractor perform any construction work hereunder it shall prepare a statement outlining the scope of the work, a schedule, and a definitive estimate of the cost thereof, and shall transmit them to Contractor for acceptance or rejection. The transmittal form shall reflect the amount of fee, and shall bear a statement that all of the general provisions of this contract are applicable to the work offered. Contractor will indicate acceptance of the construction work, amount of fee, and the applicability of the provisions of this contract to such work by signing such letter of transmittal and returning it to Owner. By such acceptance, Contractor will acknowledge its familiarity with and its understanding of what is required of it in the performance of the work.

II.

(a) The Contractor shall perform all work in an expeditious, substantial and workmanlike manner and to the satisfaction of the Owner. Title to all work completed and to any Contractor furnished materials incorporated therein shall immediately pass to the Owner. Contractor shall keep all work and materials free of all liens and encumbrances.

(b) In the performance of the work authorized hereunder, Contractor agrees to provide all necessary manpower and only such items of materials as the Owner may, in writing, designate. The Contractor agrees in the performance of the work to engage in only such overtime as the Owner may authorize and direct; to adhere to the scheduling program as coordinated and set out by the Owner; and to complete any portion or portions of the work in such order of time as

Owner may require. The Owner shall have the right to take possession of and use any completed or partially completed portion of the work and shall have free access at all times to the work or any place where any of the material for the same is in preparation.

### III.

The Owner agrees to pay the Contractor for the faithful performance of the work authorized hereunder, and the Contractor accepts as full payment for the services rendered hereunder, the following:

A. REIMBURSEMENT OF CONTRACTOR'S COST, AS FOLLOWS:

(1) The actual "out-of-pocket" expenditures for wages and salaries paid (including the premium cost for overtime authorized by the Owner) to the employees of the Contractor engaged in the performance of the work, including field labor, field foremen, field superintendents and necessary field office forces, but excluding employees of the Contractor's main office.

Rates of pay for field labor for which Owner will reimburse Contractor shall be no greater than those established by the local Building Trades Council for like services and skills. The number, and rates of pay, of field general foremen, field superintendents, and necessary field office forces shall be subject to Owner's prior approval.

(2) (a) The cost of all materials purchased by the Contractor and required for the completion of the work, provided such materials are authorized for purchase, in writing, by the Owner. Said costs shall include all sales, use or other excise taxes, but shall not include penalties, interest or other delinquency charges on such taxes or materials. Owner will enjoy discount benefits on materials purchased by Contractor and agrees to accept and pay Contractor's invoices for material items on a weekly basis.

(b) Cost of receiving, handling, and warehousing all equipment and material delivered for incorporation into the work.

(3) (a) Rental of construction equipment requested in writing by Owner at rental rates not to exceed prevailing area rates as established by periodic competitive inquiries by the Owner.

(b) The Contractor's "out-of-pocket" expenditures for distributable items including cost of temporary construction, rental or purchase of tools with Owner's prior approval, cost of fuel, maintenance and minor repair (but excluding major

repair or overhaul of equipment and tools), cost of job facilities, field office direct expense, safety equipment, consumables (Exhibit B), start-up expense, and similar mutually agreed items, but excluding any main office expense.

(4) Cost of specialty contract work subcontracted to third parties with prior written approval of the Owner. Specialty contract work shall consist of work usually known by that name such as built up roofing, masonry, plastering, lathing, power lines, insulation, terazzao floors and other work of any specialized nature or where the Owner considers subcontracting to be the lowest cost to the job.

(5) The Contractor's "out-of-pocket" expenditures to employees' welfare funds created by the local Building Trades Council or other labor union, which are paid by all similarly engaged contractors in the area pursuant to a lawful agreement with a labor union, provided that such expenditures are related to labor engaged in the performance of work hereunder. Contractor shall be obligated to keep the Owner fully informed as to all of the negotiations with labor unions pertaining to such employees' welfare funds.

B. A FIXED FEE, AS FOLLOWS:

A fixed fee, including Contractor's overhead and profit, determined by the sum of the following items as set forth in the schedule giving a definitive estimate of the cost of the work (see Article I hereof):

- (1) <sup>Twenty-eight</sup> and one-half percent ( 28.5 %) of the estimated cost of labor, figured on a straight time basis, (excluding payroll taxes and union fringe fund payments from the base) including field labor, field foremen, field superintendents, and necessary field office forces. This fee includes Contractor furnishing and paying for the following items:
- (a) F.I.C.A. taxes @ 4.4 %
  - (b) Louisiana State unemployment insurance @ 2.7 %
  - (c) Federal unemployment insurance @ .4 %
  - (d) Insurance coverage as required by Article X herein @ 6.5 %
  - (e) Home office - payroll, buying and accounting @ 2.0 %
  - (f) Small tools having a new replacement value of \$200 each, or less @ 2.5 %
  - (g) Home office overhead and profit @ 10.0 %

Note: Items a, b, c, and d apply to straight time portion of labor only. Any costs for these items relating to premium part of pay will be reimbursable at cost. Since items a, b, c, and d are included in fee, the fee may be adjusted for cost changes in these items that result from future changes to State or Federal law, or statewide "manual" increases beyond control of the Contractor.

(2) Five percent (5%) of the estimated cost of materials and supplies to be purchased by Contractor.

(3) Five percent (5%) of the estimated cost of lump sum subcontracts.

(4) Five percent (5%) of the estimated cost of cost plus subcontracts.

The amount of the fixed fee shall remain unchanged notwithstanding the fact that the final completed cost of the work including costs of labor, materials, and supplies to be purchased by the Contractor, and specialty contracts, may vary from the estimated amounts set out in the schedule of the estimated cost of the work furnished to Contractor by Owner. The fixed fee is subject to additions and deductions only as provided for in Article V hereof.

#### IV.

The Owner agrees to make payments to the Contractor for work performed hereunder on account as follows:

(a) Subject to the provisions of Article III, during the time the Contractor is engaged in any or all work for the Owner hereunder, Contractor will submit weekly invoices covering Contractor's charges for labor, and monthly invoices covering charges for materials and equipment rental, for each project or job being performed hereunder. Such invoice to include Owner's purchase order number(s), project number(s), and be

detailed by cost centers furnished by the Owner; and shall show Contractor's charges for all (1) labor (premium time to be listed separately); (2) materials and supplies purchased by the Contractor; (3) rent due on construction equipment; (4) expenditures for distributable items; (5) expenditures for subcontract work; (6) expenditures to employees' welfare funds; and (7) a proportionate amount of the fixed fee determined by multiplying the ratio of Contractor's accrued "out-of-pocket" expenditures for wages and salaries paid to employees of the Contractor in the performance of the work (subparagraph (A) (1) of Article III hereof) during the period covered by the invoice to the total estimated labor cost as set out in the schedule of the estimated cost of the work by the total amount of the fixed fee as set out in the schedule of the estimated cost of the work. In no event shall the sum of the fee payments called for on the submitted invoices exceed 90 percent of the total amount of the fee prior to the completion of the work.

(b) Owner shall pay to Contractor the amount of each invoice as presented by Contractor within ten (10) days after presentation of same unless Owner makes an exception to the invoice, in which event the Owner shall pay all amounts not in controversy. In the event that Owner takes exception to any invoice, such exception is to be made in writing by Owner to Contractor; otherwise all invoices will be considered acceptable to Owner, pending any correction as a result of final audit. All invoices prepared by the Contractor and submitted to the Owner for pay-

ment shall be subject to audit and review by the Owner. Each charge included thereon shall be separately itemized and supported by suitable evidence of computation and payment. Contractor shall keep accurate records and books of accounts showing the actual cost to it of all expenditures reimbursable hereunder. Contractor shall submit monthly estimate of cost of work completed since cut-off date of last billing to end of current month. (Form Exhibit "A" attached.) Owner or its duly authorized representatives shall have access at all reasonable times to all books, records, correspondence, instructions, receipts, vouchers and documents of any description pertaining to the work under this agreement for the purpose of auditing the costs to Contractor of the work. Contractor shall preserve all such records for a period of one (1) year after the completion of each project performed hereunder.

(c) Upon completion of any work authorized hereunder, if the sum total of the monthly fee payments made to the Contractor on such work are less than the amount of the total fixed fee, then the Owner shall pay the Contractor, within thirty (30) days after acceptance of the work by the Owner, a lump sum amount equal to the unpaid remainder of the agreed total fixed fee.

#### V.

Owner may make minor changes and alterations in the work covered in the schedules without any change in the amount of the fixed fee provided for in Article III (B) hereof. Owner shall also have the right to make major changes in, additions to, subtractions from, and alterations to the work. When making a

major change, the Owner shall estimate the amount of the added or reduced cost therefor, classified as (1) the estimated cost of labor, (2) the estimated cost of materials and supplies to be purchased by the Contractor, (3) the estimated cost of distributable items, (4) the estimated cost of subcontracts, and (5) the Contractor's fixed fee. Upon Contractor's acceptance of the Owner's cost estimate of the change, the work authorized hereunder shall be amended accordingly and revised to include such change and the amount of the fixed fee provided for in Article III (B) hereof shall be increased or decreased, as the case may be. In the event the Contractor does not agree to the Owner's estimate of a change, it shall notify Owner to that effect prior to proceeding with the work. If Owner desires that the work continue, Contractor shall nevertheless proceed therewith and the matter shall be subject to arbitration as is hereinafter provided.

## VI.

(a) The Owner may, at its option and at no cost or charge to the Contractor, supply to the Contractor equipment and tools required by the Contractor for the performance of the work authorized hereunder. Such equipment and tools shall be maintained by the Contractor and cost thereof will be reimbursed under Paragraph III (A) (3)-(B) of this agreement as part of the cost of work. All equipment and tools furnished hereunder to the Contractor shall be returned to the Owner, at the completion of the work, in as good condition as received, normal wear and tear excepted. Title to all equipment and tools furnished the Contractor hereunder shall at all times remain with the Owner. Contractor agrees that equipment and tools supplied hereunder will not be used for work other than that authorized hereunder.

(b) The Contractor will furnish such equipment and tools as the Owner may request in writing. Such equipment and tools as are furnished by the Contractor, shall be maintained by the Contractor; such maintenance cost will be reimbursed under Paragraph III (A) (3) (b) of this agreement as part of the cost of the work. It is understood that maintenance of such tools and equipment shall include minor repairs but shall not include major repairs or overhaul. The Contractor agrees that any such tools and equipment furnished hereunder will be in good and usable condition before being put to use. Such tools and equipment shall be subject to inspection by the Owner and if upon such inspection any is found to be unsafe or in unsatisfactory operable condition, it shall be removed or replaced by the Contractor with safe operable tools or equipment.

## VII.

If, at any time, there should be evidence of any lien or claim for which Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due on any or all work being performed hereunder, an amount sufficient to completely indemnify the Owner against such lien or claim, and if such lien or claim be valid, the Owner may pay and discharge the same and deduct the amount so paid from any monies which may be or may become due and payable to the Contractor. If any lien or claim remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies

that the Owner may be compelled to pay in discharging such lien or claim including all costs and a reasonable attorney's fee. Before final payment is made for any work hereunder, Contractor shall submit evidence satisfactory to the Owner that all payrolls, materials purchased by the Contractor, bills and other indebtedness connected with the work have been fully paid and satisfied.

#### VIII.

Contractor agrees to indemnify and hold harmless the Owner against any loss or damage to persons or property as a result of operations growing out of the performance of this Contract caused by the negligence or carelessness of the Contractor, Contractor's employees, subcontractors, truckmen, workmen, laborers, mechanics, furnishers of supplies and material, and licensees.

#### IX.

The Contractor accepts full and exclusive liability for the payment of any and all current taxes, including all sales, use and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Federal or State or other governmental authority which are imposed with respect to or covered by the wages, salaries, or other compensations paid to persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labor Laws or any other laws affecting employer-employee relationships, and Contractor further agrees to comply with all applicable Federal, State, Municipal and local laws and the regulations and requirements of any Federal, State or local government

agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by any Federal, State or local authority by reasons of any asserted violation by Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Agreement whether brought by employees of the Contractor, by third parties, or by Federal or State governmental authority or any political subdivision thereof.

X.

The general contractor shall not commence work under any construction repair or maintenance contract until all insurance required by the Owner has been obtained and approved; nor shall the general contractor allow any subcontractor to commence work under the subcontract until all insurance required of the subcontractor has been obtained and approved by the general contractor.

Insurance requirements for major contracts are as follows:

1. Workmen's Compensation and Employers' Liability Insurance

This insurance shall be placed and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be performed. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, the general contractor shall carry Employers' Liability insurance with limits of at least \$1,000,000 per person, per accident. The general contractor will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

## 2. Comprehensive General Liability Insurance

This insurance shall be placed and maintained to cover the general contractor against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by general contractor or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$1,000,000 to cover injury or death of all persons arising out of one occurrence and not less than \$1,000,000 to cover loss or damage to property. The Comprehensive General 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, mains, 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.

## 3. Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of general contractor against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by general contractor or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less

3. Automotive Public Liability and Property Damage Insurance (cont'd)  
than \$1,000,000 for injury including death to any person and not less than \$1,000,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$1,000,000 per accident.

4. Accident Reports

The Contractor shall file with the local insurance representative a report of all accidents related to the work. This reporting shall apply to industrial injuries sustained by Contractor's employees, as well as accidents involving members of the public. Such reports may be in the form of a copy of the Contractor's report to his insurer or the pertinent Workmen's Compensation Commission. The Contractor shall require all subcontractors to file similar reports with the Contractor for ultimate filing with the Owner.

5. Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with the Owner, attention of the local plant or insurance representative, prior to the commencement of field work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day written notice of cancellation or any material change in these policies will be given to the Owner's local insurance representative as evidenced by return receipt of registered mail."

5. Insurance Certificates (Cont'd)

Contractor shall, on request, permit an authorized agent of the Owner to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

6. Builder's Risk Insurance

The Owner shall provide and maintain Builder's Risk insurance on an "all risks" basis, subject to specific policy exclusions. This insurance shall be written in the name of Owner, general contractor and/or subcontractor or agents, as their respective interests may appear. This insurance shall apply to the buildings or structures while in the course of construction and testing as well as materials, equipment, supplies, forms and temporary structures of all kinds on the job site, excluding the Contractor's tools and equipment not going into the work and while in transit to be used in the construction of the buildings or structures.

XI.

The Contractor agrees not to subcontract any part of the work to be performed hereunder without the prior written consent of the Owner.

XII.

In the performance of the work authorized hereunder the Contractor shall be considered for all purposes an independent contractor and not an employee of the Owner.

### XIII.

All the agreements herein contained and all of the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

### XIV.

All Contractor's personnel and vehicles entering upon the Owner's premises must have complied fully with the provisions of Owner's rules covering the "Admittance of Construction and Maintenance Contractor's Employees and Vehicles", and "Restriction of Smoking", copies of which have been furnished to Contractor, and Owner's rules as to eating only in areas designated from time to time by the Plant Manager. The Contractor shall also observe and abide by all fire and safety regulations of the Owner, and before starting construction work shall consult with Owner's Safety Engineer and familiarize himself with such rules and regulations.

### XV.

Any specifications and drawings furnished by Owner are intended to describe and provide for a finished piece of work and to furnish sufficient information to indicate what is necessary for the practical construction and entire completion of the work. Contractor shall during construction adhere strictly to said specifications and drawings. If, however, there is any apparent contradiction or ambiguity between the drawings and specifications, the Contractor shall bring the fact to the attention of the Owner and shall obtain

his decision as to the true meaning or intention before proceeding with the portion of the work affected.

#### XVI.

The Owner agrees to release to the Contractor for its use hereunder such drawings, tracings, specifications and other technical information and "know-how" as the Contractor may require for work authorized hereunder and as the Owner may elect to make available. The Contractor agrees that all such information and "know-how" so released to it by the Owner will be held confidential by the Contractor and will not be made known to others without the Owner's written consent.

All drawings, tracings, specifications and other information furnished to the Contractor by the Owner or others for work authorized hereunder are the exclusive property of the Owner and are to be turned over to the Owner upon completion of the work or upon cancellation thereof, should the Owner cancel the work prior to its completion.

The Contractor agrees to use reasonable care in the selection and assignment of personnel for the work authorized by the Owner and to take proper precautions to avoid unauthorized dissemination of information and "know-how" acquired from the Owner or developed by the Contractor in connection with this work.

In order to protect the Owner against the unauthorized use of information and "know-how" developed or acquired from the Owner hereunder,

which information and "know-how" personnel of the Contractor must of necessity acquire in order to engage in the work authorized, it is agreed that the Contractor will not, except with the written consent of the Owner, design and/or construct either in whole or in part for the Contractor or others, manufacturing facilities based upon processes or information supplied to the Contractor by the Owner, or based upon information developed by the Contractor for the Owner hereunder.

All inventions and discoveries made or conceived by personnel of the Contractor while engaged in the performance of work authorized hereunder and resulting directly or indirectly from information and "know-how" acquired from the Owner shall be the sole and absolute property of the Owner and shall be assigned by the Contractor to the Owner.

#### XVII.

Owner shall at all times have full access to the work or to any place where material or equipment for the work is in preparation and shall have the right to inspect all work, material and equipment and to reject same if found defective. Any omission or failure on the part of the Owner to disapprove or reject any work or material shall not be construed as an acceptance of any defective material or workmanship. Contractor shall promptly remove any materials or equipment rejected as defective by Owner and shall take down any portion of the work rejected by Owner as defective or as failing to conform to specifications.

## XVIII.

The Owner shall have the right at any time to cancel this Agreement or any specific work being performed thereunder upon giving written notice to the Contractor. In the event this Agreement or any specific work being performed thereunder is cancelled, the Contractor shall be entitled to the full amount of the estimate of the work done by him under the terms and conditions of this Agreement, up to the time of such cancellation. It is intended that in the event of cancellation an equitable settlement shall be made with the Contractor.

## XIX.

All disputes, claims or questions between the parties hereto as to the interpretation of this Agreement, or in the performance of the same, shall be submitted to arbitration by a board of three arbitrators, upon the written request of either party delivered to the other party, which request shall name one arbitrator. The party receiving such notice shall, within ten (10) days thereafter, by notice to the other party, name the second arbitrator or upon failure so to do, the second arbitrator shall be appointed by the Judge senior in service of the United States District Court upon request of either party. The two arbitrators so appointed shall name the third, or, upon failure so to do within ten (10) days after appointment of the two arbitrators, the third arbitrator shall be appointed by the said senior judge. The arbitrators so appointed shall (after written notice to the parties of the time and place of

the hearing), promptly hear and determine the question submitted, and shall render their decision within 30 days.

If, after 30 days after the hearing, a decision is not rendered by the Board or a majority thereof, new arbitrators may be named and shall act hereunder, at the election of either the Owner or the Contractor, in like manner as if none had been previously named. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right to legal action that either party may have against the other, and such decision may be filed in the manner provided by the laws of the state where the work is being done, in order to carry it into effect.

The Contractor shall not cause a delay of the work during any arbitration proceeding, except by agreement with the Owner.

The expenses of arbitration, including reasonable compensation to the arbitrators, shall be borne equally by the Owner and Contractor, except that each party shall bear the compensation and expenses of its counsel, witnesses and employees.

XX.

This Agreement shall be effective as of the date, month and year first above written and, unless sooner terminated by Owner under Paragraph XVIII hereof, shall remain in full force and effect until all work agreed or to be agreed to be performed thereunder is completed.

IN WITNESS WHEREOF Ethyl Corporation has caused this Agreement to be signed in duplicate in its name by its Chief Engineer, G. S. Roberts Nichols Construction duly authorized; and Corporation has caused this Agreement to be signed in duplicate in its name by its President, Bert S. Turner, duly authorized, as of the day and year first above written.

ETHYL CORPORATION (OWNER)

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

Nichols Construction Corporation  
(CONTRACTOR)

By Bert S. Turner  
Bert S. Turner  
President

ETHYL CORPORATION  
ENGINEERING DEPARTMENT  
BATON ROUGE, LA.

Cost Information Required from Contractors  
(Unit Price Contracts & Performance Contracts)

ETHYL PROJECT NUMBER: \_\_\_\_\_

ETHYL PURCHASE ORDER NUMBER: \_\_\_\_\_

CONTRACT AGREEMENT DATED: \_\_\_\_\_

|                                                                                          | <u>Labor</u> | <u>Material</u> | <u>Total</u> |
|------------------------------------------------------------------------------------------|--------------|-----------------|--------------|
| A. Total Estimated to Be Spent from CUT-OFF<br>Date of Last Billing to Current Month-end | _____        | _____           | _____        |
| B. Total Estimated Spent & Committed to Date<br>Thru Current Month-end                   | _____        | _____           | _____        |
| C. Total Indicated Cost                                                                  | _____        | _____           | _____        |
| D. Last Billing Submitted:                                                               | _____        | _____           | _____        |

Invoice No. \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

- 
- NOTES: (1) All Sub-Contract costs must be shown in proper labor, material, total splits in accordance with the original control allowances.
- (2) All costs for fee must show as material and total only.
- (3) A separate sheet is required for each Ethyl project phase.
- (4) Cost information must be submitted by letter or wire each month in sufficient time to be received no later than the 25th of the month, or the first Monday following the 25th.
- (5) Address information as follows:

Ethyl Corporation  
P. O. Box 341  
Baton Rouge, Louisiana  
Attn: Finance Department, Investment Section Supervisor

EXHIBIT B

CONSUMABLE CONSTRUCTION SUPPLIES

(This is not all inclusive.  
To be used as a guide only.)

Abrasives - Paper or Powder  
Anti-Freeze  
Alcohol  
Abrasive Wheels  
Acid  
Acetylene

Batteries  
Bags  
Brooms  
Barrels  
Buckets  
Blades - Hacksaw  
Brushes - Wire  
Brushes - Paint  
Brushes - Dope  
Burlap

Chalk Line  
Cleaning Compounds & Fluid  
Crayons  
Carbide  
Coal  
Coke  
Cups - Drinking  
Carborundum Stones  
Corks  
Cutting Oil  
Cleaning Tools  
Chisels - All Types  
Chokers  
Cable Clamps  
Connectors

Disinfectants  
Diesel Oil  
Drill - Bits

Emery Cloth

Flashlights & Batteries  
Files  
Friction Tape  
Flints  
Filters, Respirators  
First Aid Supplies  
Fuel Oil  
Flux  
Form Oil

Gasoline  
Grease  
Glue  
Glycerine  
Graphite  
Gloves, Special  
Glass, Goggles & Helmets  
Goggles

Hasps  
Hinges  
Hacksaw Blades  
Holders - Electrodes  
Handles - Wood

Insecticides  
Ice

CONSUMABLE CONSTRUCTION SUPPLIES - (continued)

Kerosene

Lens - Goggle & Helmet

Lamps

Litharge

Lubricants, Lube Oil

Lashing, Wire Rope

Lighters

Mops

Moil Points

Nails

Oakum

Office Supplies

Oil - All Types

Oxygen

Postage Supplies

Rags

Rope

Rubbing Stones

Rules - Folding 6'

Raincoats

Rubber Boots

Rivet Sets

Steel Wool

Soap

Stakes

Soap Stone

Solder

Shellac

Stencils

Sandblasting Nozzles

Safety First Supplies

Saw Blades - Power

Safety Equipment

Slings, Rope & Wire

Stationery

Stoves

Turpentine

Time Cards

Toilet Paper

Towels - Paper & Cloth

Twine

Thread Dope

Tapes - Steel Measuring

Tool Checks

Wedges

Wire - Tie

Waste

Washers - Hose

Wicks - Lantern

Welding & Cutting Tips

Wheels - Wire Brushes

Water Coolers

Welding Tips

Welding Rods