

ETHYL CORPORATION

INTER-OFFICE

PLAINTIFF'S
EXHIBIT

ETCO-47

To Mr. W. D. Gottwald, Sr.

ADDRESS Richmond

FROM D. B. Crawford

ADDRESS

SUBJECT PVC Emulsion and Paste Resin Expansion
Foundations - Paving and Misc. Site Work
Contractor: Nichols Construction Corp.
Contract Date: April 24, 1969
Project No. B-70031

DATE June 12, 1969

Enclosed is the originally signed copy of the subject contract.

The required support letter and advice of contract clearance
are enclosed.

Engineering Contract Administrator

/lc

Attachments

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

E-09551

CONTRACTUAL AGREEMENT between:

ETHYL CORPORATION: OWNER

UNITED STATES OF AMERICA
STATE OF LOUISIANA
EAST BATON ROUGE PARISH

NICHOLS CONSTRUCTION CORPORATION: CONTRACTOR

FOUNDATIONS-PAVING AND
MISCELLANEOUS SITE WORK
JOB GJ-4

THIS AGREEMENT, by and between ETHYL CORPORATION, a Virginia Corporation, herein represented by Mr. G. S. Roberts, its Chief Engineer (hereinafter called "OWNER"), and NICHOLS CONSTRUCTION CORPORATION, General Contractor, herein represented by Mr. Bert S. Turner, its President (hereinafter called the "CONTRACTOR"), whose name is affixed at the end of this AGREEMENT, shall be bound by the following terms and conditions:

ARTICLE 1. SCOPE OF THE WORK

The CONTRACTOR shall furnish all material, labor, supervision, tools, facilities, equipment, and supplies, and perform all Work described in the specifications entitled "Contract Specifications for Foundations-Paving and Miscellaneous Site Work", Job GJ-4 dated March 28, 1969, for Ethyl Job No. 70031, and shall do everything by this AGREEMENT and the above-mentioned specifications, including all implicit and accessory work, whether or not it is expressly stated, to construct these facilities at the Baton Rouge, Louisiana manufacturing plant of the ETHYL CORPORATION.

All materials required for the job shall meet specifications, unless an agreement to depart therefrom is approved in writing by the OWNER, and all work

shall be done in a good and workmanlike manner, to the satisfaction of the OWNER, and shall be in accordance with all the current and applicable codes, rules and regulations.

ARTICLE 2. TIME OF COMPLETION

The Work to be performed under this AGREEMENT shall be commenced immediately and pursued with diligence, and according to the construction schedule prepared by the CONTRACTOR and submitted with his bid dated April 14, 1969. The Work shall be completed within 40 working days, including all tie-ins, shutdown, and testing.

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

It is expressly understood that 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.

The CONTRACTOR fully understands that the OWNER considers that time is of the essence in the completion of this job, and Articles 2, and 24, of the "General Conditions" are applicable and in full force in this regard as well as Sections 5 and 10 of the Contract Specifications, and other pertinent articles as applicable.

ARTICLE 3. THE CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of this Contract the sum of Fifty-two Thousand Seven Hundred Fifty and No/100 Dollars, (\$52,750.00) dollars, per the CONTRACTOR'S bid dated April 14, 1969.

ARTICLE 4. COMPLETION AND ACCEPTANCE OF THE WORK

The completion of the Work by the CONTRACTOR, and the acceptance of the Work by the OWNER, will be in accordance with the General Conditions, in particular Articles 5, 35, and 38, and other pertinent articles as applicable.

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.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in multiple originals the day and year last below written.

Witnessed:

By [Signature]
Date [Signature]

By _____
Date _____

Witnessed:

By [Signature]
Date 4-24-1969

By _____
Date _____

ETHYL CORPORATION

By [Signature]
G. S. Roberts, Chief Engineer

Date 4/24/69

NICHOLS CONSTRUCTION CORPORATION

By [Signature]
Bert S. Turner, President

Date April 24, 1969

Title President

ETHYL CORPORATION

Advice of Contract Clearance

Division or Department Engineering Contract Date April 24, 1969

Location Baton Rouge Contract Number _____
(If any)

Contractor (Individual or Corporation) Nichols Construction Corp.

Description (Brief Outline) Foundations, paving, and miscellaneous site work
for Job GJ-4, GJ-6, and Commercial PVC Reactor Cleaning

A. Reviewed and Cleared by:

	<u>Name or Initial</u>	<u>Date</u>
Law	<u>ICK</u>	<u>5/12/69</u>
Patent (if required)	_____	_____
Finance:	<u>RHE</u>	<u>5/2/69</u>
Tax	<u>CK</u>	_____
Insurance	<u>S</u>	_____
Cash Control	<u>S</u>	_____

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

<u>Div. or Dept. Contract</u> <u>Administrator's Initials</u>	<u>Date</u>
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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.

ETHYL CORPORATION

(14)

INTER-OFFICE

To Dr. G. F. Kirby *OK GFK* ADDRESS Baton Rouge
FROM G. S. Roberts ADDRESS Baton Rouge
SUBJECT Project B-7003 - Emulsion and Paste Resin Expansion DATE April 21, 1969
Contract Authority

This is to request authority to execute a lump sum contract in the amount of \$52,750 with Nichols Construction Corporation for foundations, paving and miscellaneous site work for Project B-7003, Emulsion and Paste Resin Expansion. Project B-7003 was approved by the Board of Directors on November 26, 1968 in the amount of \$2,700,000.

The construction work for Project B-7003 has been broken down into four basic packages as follows:

1. Lump sum bid for foundations, paving and miscellaneous site work
2. Lump sum bid for erection and installation work in the spray dryer and latex storage area
3. Cost plus fixed fee contract for conversion work in the reactor and additive areas, where a lump sum bid is not practical
4. Lump sum bid for installation of new 6" steam line from G.S.U.

The bid package for Item 1 was sent out to a total of six contractors, three industrial and three A.G.C. All accepted the opportunity and returned their bids on schedule. Our own estimate for the work involved was \$85,000, and the bids received ranged from \$52,750 to \$79,680. Our estimate was based on conservative unit costs for this type of work done by Ethyl forces and on the scope as originally defined at the time of seeking project approval. The package as issued was, of course, precise in its requirements, and this, allied to the general present eagerness of contractors to bid for work of this type, has resulted in quotations below our estimate.

Items 2 and 3 above are expected to be released for further action later this month. Item 3 will be placed with H. E. Weise, Incorporated on an existing blanket contract to an approximate value of \$168,000.

G. S. Roberts
G. S. Roberts

/kb

E-09556

cc: Mr. T. M. Smylie