

PLAINTIFF'S
EXHIBIT

ETCO-32

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ETHYL CORPORATION

INTER-OFFICE

To Mr. W. D. Gottwald, Sr.

ADDRESS Richmond

FROM C. E. Daviet

ADDRESS Baton Rouge

SUBJECT Continuing Construction - Baton Rouge

DATE May 1, 1973

Contractor: Barnard & Burk, Inc., Construction Division
Contract Date: May 1, 1973
Contract Amount: Cost Plus with Fixed Fee on Labor
Project No.: Various

Enclosed is an originally signed copy of the subject contract.

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



C. E. Daviet
Engineering Contract Administrator

CED:jb

Attachments

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

RECEIVED
MAY 3 1973
W. D. GOTTWALD, SR.

E-09081

ETHYL CORPORATION

MAY - 1 1973

INTER-OFFICE

To Mr. W. D. Gottwald, Sr.

ADDRESS Richmond

FROM C. E. Daviet

ADDRESS Baton Rouge

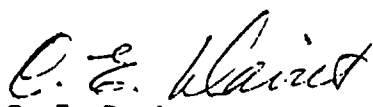
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cc: Messrs. R. H. Cowlshaw
C. A. Kyle
G. S. Roberts

bcc: Messrs. J. B. Rhorer (2)
S. P. Broussard (2)
C. H. Polito
L. C. Dupont

E-09082

ETHYL CORPORATION

Advice of Contract Clearance

Division or Department Engineering Contract Date May 1, 1973

Location Baton Rouge Contract Number _____
(If any)

Contractor (Individual or Corporation) Barnard & Burk, Inc., Construction Division

Description (Brief Outline) Construction of miscellaneous projects at the Baton Rouge
manufacturing plant. Fee is fixed on the basis of estimated labor requirements for

each project. Fee on materials and other expenses are based on fixed percentages
of actual costs.

A. Reviewed and Cleared by:

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

5/1/73
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.

ETHYL CORPORATION

INTER-OFFICE

To Mr. R. Herzog ADDRESS
FROM G. S. Roberts ADDRESS
SUBJECT Baton Rouge Plant Contractor DATE April 25, 1973

For some time we have had a 6 percent fixed fee plus reimbursable costs contract with H. E. Wiese, Inc. The new management (Pace) has refused to continue this contract on the claim that they lose money on a book basis.

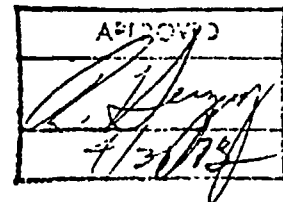
We have received proposals from the three largest Industrial (mechanical) contractors in the area and Barnard & Burk, Inc., Construction Division (Plant Services) is the low bidder.

The approximate terms offered by the three contractors are shown on the bid comparison attachment.

This is to request permission to sign a "blanket" contract with Barnard & Burk, Inc., Construction Division to cover such contract work as Ethyl desires at our Baton Rouge plant. The first construction job is expected to be the Emulsion Resin Expansion project in the PVC plant. However, if this project is not approved, this contract would be ready for the next project contracted.

While this contract is used technically on a project by project basis, it has some aspects of an evergreen contract in that it can be continuous for long periods of time when a backlog of contracted projects exists.

G. S. Roberts



GSR/meg

attch.

BID COMPARISON

Principal Factors	Barnard & Burk, Inc. Construction Division	H. E. Wiese, Inc.	Nichols Construction Co.
Basic fixed fee on labor	6%	0-\$300,000 over \$300,000	8.37%
Override on electrical subcontractor	3%	3%	Instrument Electrical
Override on specialty subcontractors	5%	5%	5%
Override on materials	5%	5%	5%
Third party construction equipment	0%	5%	0%
AED construction equipment	80%	Wiese list (average 92)	Nichols list (average 105)
Other construction equipment	B&B list (average 103)	Wiese list (average 92)	Nichols list (average 105)
Small tools	3% to \$300	2% to \$200	2.5% to \$200
Excess workman's compensation earnings	"out of pocket"	Not refundable	Not refundable
Estimated Weighted Summary	(base) 100	106	107

CONTRACTUAL AGREEMENT

OWNER : ETHYL CORPORATION

UNITED STATES OF AMERICA

STATE OF LOUISIANA

CONTRACTOR: BARNARD & BURK, INC.
CONSTRUCTION DIVISION

PARISH OF EAST BATON ROUGE

* * * * *

THIS AGREEMENT, made this 1st day of May, 1973, by and between ETHYL CORPORATION, a Virginia corporation, herein represented by G. S. Roberts, its Chief Engineer, duly authorized, (hereinafter called "OWNER"), and BARNARD & BURK, INC., CONSTRUCTION DIVISION, with offices at 11955 Airline Highway, Baton Rouge, Louisiana, herein represented by John L. Daniel, its Senior Vice-President, duly authorized, (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, OWNER, from time to time, may elect to have CONTRACTOR perform construction work at OWNER's plant site located in Baton Rouge, Louisiana, and

WHEREAS, CONTRACTOR is willing to perform such construction work as OWNER may designate and as CONTRACTOR agrees 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, OWNER and CONTRACTOR for the consideration

E-09086

hereinafter contained, and upon the terms and conditions herein expressed, do bind and obligate themselves as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents consist of this AGREEMENT, together with OWNER's General Conditions for Cost Plus Construction Contracts, Rev. 1, dated December 5, 1969; OWNER's Special Conditions for Construction Contracts - Baton Rouge, dated April 16, 1973; OWNER's List of Rental Equipment, Small Tools and Consumable Supplies, Exhibit "A", Rev. 1, dated November 13, 1970; OWNER's Standard Project Accounts; fully signed (by both parties) Fee Acceptance Transmittal Form conveying OWNER's statement outlining the Scope of the Work together with associated OWNER's drawings and specifications, OWNER's schedule, OWNER's estimate of the Cost of the Work and the Fixed-Fee due CONTRACTOR for the prescribed Work for each job or project assigned by OWNER to CONTRACTOR; all drawings (and/or sketches) and specifications defining the Work as transmitted with the Fee Acceptance Transmittal and as subsequently revised or modified; mutually agreed to Completion Schedules; Rental Rates for CONTRACTOR Owned non-A.E.D. Construction Equipment, dated May 1, 1973 (Exhibit "B"); and any other document(s) whether attached or incorporated by reference in the aforementioned documents or in associated drawings, specifications, etc., which directly or indirectly affect the completeness, schedule, quality or cost of the Work, or CONTRACTOR's performance thereof.

This AGREEMENT is a superior document to all other documents, and is controlling in case of conflict.

ARTICLE 2. WORK SCOPE AND TRANSMITTAL

Under this AGREEMENT, CONTRACTOR shall furnish all necessary labor,

supervision, facilities, construction equipment and tools; purchase only such equipment and materials as specified by OWNER; furnish inspection and expediting services when requested; and construct and erect any facilities described in each Fee Acceptance Transmittal submitted by OWNER outlining the Scope of the Work.

CONTRACTOR shall perform all of the Work described in OWNER's drawings and specifications in a good and workmanlike manner, to the satisfaction of OWNER. All materials required for the job and furnished by CONTRACTOR shall meet OWNER's specifications, unless an agreement to depart therefrom is approved in writing by OWNER, and CONTRACTOR shall do everything required by this AGREEMENT and the abovementioned drawings and specifications, including all implicit and accessory work, whether or not it is expressly stated, to construct these facilities at OWNER's manufacturing plant in Baton Rouge, Louisiana.

When OWNER elects to have CONTRACTOR perform any construction work hereunder, OWNER shall prepare a statement outlining the Scope of the Work along with a Completion Schedule, an estimate of the Cost of the Work, the Fee, pertinent to the work scope transmittal, to become due CONTRACTOR for the faithful performance of the Work, and a designation of which process or process - auxiliary equipment and materials are to be provided by OWNER and which are to be provided by CONTRACTOR. OWNER shall submit this information by a Fee Acceptance Transmittal Form in duplicate, together with pertinent drawings or sketches and specifications to CONTRACTOR. Depending upon the nature and timing of specific projects, OWNER reserves the option of transmitting the entire Scope of the Work for a specific project in a single transmittal or in multiple partial transmittals. In either case, OWNER will compute the Fee due CONTRACTOR on the basis of the scope and estimated cost of the work as determined from the drawings and specifications

included, and the transmittal will state that all of the general provisions of this AGREEMENT are applicable to the Work offered.

ARTICLE 3. ACCEPTANCE BY CONTRACTOR

CONTRACTOR shall indicate acceptance, or rejection, of the Fee and Completion Schedule of the Work in accordance with OWNER's Transmittal and the applicability to the provisions of this AGREEMENT, by signing and returning one copy of the Transmittal Form to OWNER within three (3) working days. In the event that CONTRACTOR rejects the terms of the Transmittal, the returned copy of the Transmittal Form shall be signed, but shall contain a statement outlining the basis for the rejection. OWNER will review the rejection basis and, if in agreement, will adjust the Fee and/or Completion Schedule.

ARTICLE 4. COMMENCEMENT OF THE WORK

- A. Upon the acceptance by CONTRACTOR of any work in accordance with Article 3 of this AGREEMENT, CONTRACTOR shall immediately make the necessary arrangements, assign the required labor and supervision, initiate the procurement of authorized equipment and/or materials, etc., and shall commence and diligently continue the Work to be performed in accordance with this AGREEMENT.
- B. Should CONTRACTOR reject the terms of the Transmittal form in accordance with Article 3 of this AGREEMENT, CONTRACTOR agrees, at OWNER's option, to commence and diligently continue the Work covered by said Transmittal form, without stoppage or delay pending the settlement of the Fee or Completion

Schedule. In such cases, CONTRACTOR may, at its option and expense, reestimate the cost of the involved work and submit same within twelve (12) days to OWNER for approval as a basis for fixing the Fee and/or the Completion Schedule. CONTRACTOR agrees to state its intention regarding this option, in the statement outlining its basis for rejecting the terms of any Transmittal.

ARTICLE 5. SCHEDULE AND TIME OF COMPLETION

The Work to be performed under this AGREEMENT, having been commenced per Article 4, above, shall be continued to completion for acceptance by OWNER in accordance with the approved Completion Schedule. Although said schedule will normally be submitted by OWNER to CONTRACTOR with the Fee Acceptance Transmittal as mentioned in preceeding Articles 2, 3, and 4, OWNER may elect to have CONTRACTOR provide such Completion Schedule, for OWNER's approval. In either case, CONTRACTOR agrees to pursue the Work diligently and to update Completion Schedules periodically, as required under Article 30, and other pertinent articles, of OWNER's "General Conditions for Cost Plus Construction Contracts", Rev. 1, dated December 5, 1969.

OWNER agrees to exert its best efforts at all times to expedite the issuance of additional drawings and/or specifications which may be required to complete the construction, although not essential to defining the Work for estimating the cost and/or determining the Fee, and for making subsequent revisions to drawings and/or specifications for reissue. OWNER also agrees to schedule and expedite its engineering and procurement so as to minimize deviations from the Completion Schedule.

CONTRACTOR agrees to exert its best efforts at all times to schedule the

Work to accommodate deviations in delivery dates of equipment and materials and/or in the delivery of construction drawings or specifications or because of the need for revisions, any of which might occur after initial scheduling, and to otherwise minimize the effects of all such revisions on the completion date.

ARTICLE 6. REIMBURSABLE COSTS

OWNER will reimburse CONTRACTOR for the following costs if properly supported by CONTRACTOR and approved by OWNER:

A. Direct Costs

1. Wages and Salaries:

(a) Actual expenditures for wages and salaries paid to employees of CONTRACTOR engaged in the performance of the Work, including field labor, field foremen, field superintendents, and necessary field office forces, but excluding employees engaged in the erection or operation of Temporary Construction Facilities, warehousing and materials handling, etc. covered in paragraph B.1. of this Article 6 and employees of CONTRACTOR's Home Office. Rates of pay for field labor for which OWNER will reimburse CONTRACTOR shall exclude payroll taxes, benefits and/or union welfare fund payments and shall be no greater than those established by local Building Trades Council for like services and skills. The number, and the individual rates of pay, of field foremen, field superintendents and necessary field office forces shall be subject to OWNER's prior approval.

(b) Actual expenditures for Home Office personnel if requested by OWNER to perform such work as accounting, purchasing, preparation of payrolls,

etc. These functions are normally to be performed by field office personnel, however, OWNER shall have the option to request that this work be done at CONTRACTOR's Home Office. Reimbursement of costs resulting from this option shall be based on hourly charge rates which are to include all applicable taxes and benefits. Should OWNER elect to exercise this option, CONTRACTOR shall furnish the applicable hourly rate(s) and estimated daily or weekly time requirements for such services to OWNER for approval prior to implementation.

2. Equipment, Materials and Supplies:

Actual expenditures for equipment, materials, and supplies which are necessary to complete the project, and which have been authorized by OWNER in writing for purchase by CONTRACTOR. All sales, use, or other excise taxes (not including penalties, interest or other delinquency charges) on such costs shall be reimbursed by OWNER at CONTRACTOR's cost. OWNER shall enjoy all discount benefits on equipment and materials purchased by CONTRACTOR, and CONTRACTOR shall attempt to obtain the best benefits available on OWNER's behalf. OWNER agrees to accept and pay CONTRACTOR's invoices for purchased equipment and material items on a biweekly basis.

3. Subcontracts:

Actual expenditures for work, services, materials, supplies and/or supervision etc. subcontracted to third parties in accordance with prior written approval(s) of OWNER.

B. Indirect Costs

1. Temporary Construction Facilities, Warehousing and Miscellaneous Items:

OWNER will reimburse CONTRACTOR the actual cost of labor and materials for all approved temporary buildings and storage expenses; approved temporary utility connections and other approved temporary construction. OWNER will also reimburse CONTRACTOR for the costs of building or other permits required pursuant to the Work, for field office supplies and postage, freight charges, expressage, demurrage, trucking and truck hire, telephone and telegraph expense, and for the labor costs of warehousing, material handling, and job cleanup.

2. Home Office Expense:

CONTRACTOR shall be reimbursed for payroll costs at rates previously approved by OWNER, for special personnel such as planners, schedulers, inspectors, expeditors, or cost engineers in CONTRACTOR's Home Office, if assigned to the Work per request or approval of OWNER, for actual time employed in connection with the project. With OWNER's prior approval, certain travel expenses of inspectors and expeditors assigned from CONTRACTOR's Home Office (other than for costs designated "not reimbursable" in Article 7) when properly supported by CONTRACTOR to the satisfaction of OWNER, will also be reimbursed.

3. Payroll Expenses and Insurance:

(a) All statutory payroll taxes and insurance including F.I.C.A. taxes, State and Federal unemployment insurance (not including penalties, interest or other delinquency charges) imposed by Local, State or Federal governments, at "out-of-pocket" cost. CONTRACTOR shall provide OWNER with an itemized listing of the percentage rates applicable to

payrolls for these taxes and insurance prior to starting the Work.

- (b) CONTRACTOR's "out-of-pocket" expenditures for employee fringe benefits for its supervisory employees assigned to the Work and for employee benefits and/or welfare funds as established by local Building Trades Council or other labor union, and 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 is obligated to keep OWNER advised as to all negotiation with labor union pertaining to such employee benefit and/or welfare funds.

4. Construction Equipment and Tool Rental:

Rental charges for CONTRACTOR's construction equipment and construction tools having an individual value in excess of \$300 (listed as rental Equipment in Exhibit "A", Rev. 1, dated November 13, 1970) shall be reimbursed at Eighty Percent (80%) of the rates and in accordance with the terms provided in the current manual of the Associated Equipment Dealers, except when used for multiple shifts, reimbursement for use on all successive shifts following dayshifts shall be at forty percent (40%) of the normal day rate (or, in other words, at thirty-two percent (32%) of A.E.D. rates). Rental charges for CONTRACTOR's non-A.E.D. construction equipment and tools having individual values in excess of \$300 shall be at rates submitted by CONTRACTOR, Exhibit "B" attached, and approved by OWNER. CONTRACTOR shall submit quotations for OWNER's approval prior to using any

special equipment not listed in Exhibit "B". Exhibit "B" shall be subject to updating semi-annually and the rates shown on the latest revision approved by OWNER prior to assignment of any individual piece of equipment to the Work shall apply.

Equipment rented from others shall be reimbursed at invoiced cost. Acceptance of all such equipment shall be subject to OWNER's approval of price and terms of payment as well as physical condition of the equipment.

CONTRACTOR's expenditures for fuel, oil, grease, minor repair and/or maintenance labor, and repair parts for construction equipment and tools having a unit value in excess of \$300 per tool shall be reimbursed at actual cost.

OWNER will reimburse CONTRACTOR for transportation cost in moving such equipment to and from CONTRACTOR's Home Office. However, CONTRACTOR will not be reimbursed for transporting equipment scheduled to be moved directly to another of CONTRACTOR's jobs unless specifically approved by OWNER as a more economical alternative. No reimbursement will be made for major repairs or major replacements. Rental costs will be reimbursed to the extent incurred during minor repairs but only if CONTRACTOR is liable to a third party lessor for rental charges. No rental costs will be reimbursed on CONTRACTOR furnished equipment during major or minor repairs.

OWNER, at its option, reserves the right to compare CONTRACTOR's rates for construction equipment and tools with quotations from local equipment and tools suppliers at any time of commitment.

5. Small Tools and Consumables:

CONTRACTOR agrees to provide the required small tools (as defined in Exhibit "A", Rev. 1, dated November 13, 1970), and shall charge OWNER for providing these tools at a rate of three percent (3.0%) of the cost of direct field labor as delineated in OWNER's Standard Project Accounts.

CONTRACTOR shall be reimbursed for the cost of consumables (as defined in Exhibit "A", Rev. 1, dated November 13, 1970) at invoiced costs.

C. Emergency Expenditures

Where emergency expenditures are required for furtherance or protection of the Work and emergency conditions exist which preclude obtaining OWNER's prior approval, CONTRACTOR will, as soon as possible following commitment, advise OWNER of the circumstances and request OWNER's approval. Resulting costs are to be itemized and reported in the pertinent direct and indirect accounts.

ARTICLE 7. COSTS NOT TO BE REIMBURSED

Costs for the following items are among those not to be reimbursed and are considered to be fully compensated for by the Fixed Fee paid to CONTRACTOR: services of the corporate officers and the construction management, administrative services carried on at CONTRACTOR's Home Office, preparation of Home Office payrolls and payroll burden; Home Office overhead, general and supervisory services and expenses; employer's Home Office portion of life and hospitalization insurance, vacation pay, retirement and savings benefits, sick pay and court duty compensation for qualified Home Office personnel; profit for any material or equipment purchase or services; income taxes; or interest on money employed for the Work.

ARTICLE 8. CHANGES IN THE WORK

OWNER may from time to time, by written instructions or drawings issued to CONTRACTOR, require additions to, or deletions from the Work. The cost of all such changes is to merge into the cost of the Work and costs shall be reimbursed under the same terms as the other work being done under this AGREEMENT. OWNER's right to make these changes shall extend to major or minor changes without differentiation.

ARTICLE 9. THE CONTRACT FIXED FEE

OWNER shall pay CONTRACTOR, in addition to the reimbursable costs listed in Article 6 of this AGREEMENT, as full and complete compensation for CONTRACTOR's faithful performance of this contract, a Fixed Fee, representing CONTRACTOR's overhead and profit, determined by the sum of the following items as set forth in the statement contained in each Fee Acceptance Transmittal Form giving OWNER's estimate of the Cost of the Work (see paragraph 1 of Article 2 of this AGREEMENT):

- A. Six percent (6%) of OWNER's estimated cost of wages and salaries, figured on a straight time basis (40 hours/week), (excluding payroll taxes and employer paid benefits) for all hours worked, as approved by OWNER, including direct account field labor, field foremen, field superintendents, field office forces and indirect account labor including necessary warehousemen and labor employed in loading, unloading, and handling of materials, and/or other indirect account forces, at actual rates in accordance with paragraph A.1.(a) of Article 6 of this AGREEMENT. No fee shall be paid on the premium portion of any wages or salaries paid for overtime hours or for holidays worked.
- B. Five percent (5%) of the actual cost of equipment, materials, consumables

and field or office supplies, either designated by or approved by OWNER for purchase by CONTRACTOR, but excluding Equipment rentals and purchased small tools.

- C. Five percent (5%) of the actual cost of approved specialty contracts (such as built up roofing, masonry, plastering, lathing, power lines, insulation, terrazzo floors, but excluding electrical).
- D. Three percent (3%) of the actual cost of approved contracted electrical work.
- E. Six percent (6%) of OWNER's estimated cost of any of CONTRACTOR's Home Office personnel used for accounting, purchasing, payrolls, etc., should this option be requested by OWNER, at rates in accordance with paragraph A.1.(b) of Article 6 of this AGREEMENT.
- F. Six percent (6%) of OWNER's estimated cost for special personnel in CONTRACTOR's Home Office for planning, scheduling, estimating, inspecting and other services requested or approved by OWNER in accordance with paragraph B.2. of Article 6 of this AGREEMENT.

The fixed portion of the Fee shall remain unchanged notwithstanding the fact that labor expenditures during the performance of the Work by CONTRACTOR may have varied from the amounts set out in OWNER's estimate(s) at the time the Fee Acceptance Transmittal was accepted by CONTRACTOR. However, the fixed portion of the Fee will be subject to a plus or minus adjustment for additions and/or deletions in the labor requirements to complete the scope of the Work of a specific job or project, processed via official Change Order(s), to the extent that OWNER's estimate of the net increase or decrease of labor required for all said additions and/or deletions exceeds the estimated cost of the labor in the related base scope of the Work for said

job or project beyond ten percent (10%). Such fee adjustments will be calculated at six percent (6%) of OWNER's estimate of the incremental labor requirement beyond the ten percent (10%) net increase or decrease in the estimated (not actual) cost of the labor for said additions or deletions even though the adjustment itself is deferred until the pertinent job or project has been completed.

Fixing the Fee on the estimated labor requirement for a work scope covered by a Fee Acceptance Transmittal which CONTRACTOR signed, but rejected the applicable terms, in accordance with paragraph B of Article 4 of this AGREEMENT will be deferred until the disagreement is mutually resolved by OWNER and CONTRACTOR. In such case(s), OWNER will transmit a new Fee Acceptance Transmittal Form covering the agreed to Fee, with appropriate reference and statement to relate the new transmittal to the previous transmittal containing CONTRACTOR's statement which rejected the terms.

ARTICLE 10. TERMS OF PAYMENT

OWNER agrees to make payments to CONTRACTOR for work performed in accordance with this AGREEMENT as follows:

- A. Subject to the provisions of paragraph A.1.(b) of Article 6 of this AGREEMENT, during the time CONTRACTOR is engaged in any or all of the Work for OWNER in accordance with this AGREEMENT, CONTRACTOR will submit separate bi-weekly invoices covering CONTRACTOR's expenditures, as accrued during the prior bi-weekly period, for each project or job being performed hereunder.

Such invoices shall show CONTRACTOR's actual expenditures for:

Direct Expenditures

1. Labor
2. Materials and supplies purchased by CONTRACTOR

3. Subcontracted work, separately itemized by subcontract
4. Itemized indirect labor and material for temporary construction, warehousing, and cleanup, etc.

Indirect Expenditures

5. Salary and/or wage roll taxes based upon wages and/or salaries applicable to direct and indirect labor accounts.
6. Employee benefit and/or welfare plans applicable to direct and indirect labor accounts
7. Applicable wage and/or salary roll insurance premiums applicable to direct and indirect labor accounts
8. Field office supplies, postage, telephone and telegraph expenses, construction permits, etc.
9. Small tools at 3% of direct field labor (item 1 above ex. premium portion)
10. Rent due on CONTRACTOR owned equipment
11. Rent due on third-party construction equipment at invoiced cost
12. Sales taxes applicable to all accounts
13. Freight applicable to all accounts
14. The Fee on all costs (except labor) at the percentages set forth in Article 9

Each invoice shall also indicate the proportionate amount due for the portion of the fee which was fixed on labor, determined by multiplying the ratio of CONTRACTOR's accrued actual expenditures for wages and salaries paid to its employees in the performance of the Work (paragraph A.1.(a) of Article 6 of this AGREEMENT) during the period covered by the invoice to the total estimated labor cost as set out in OWNER's Estimate of the Cost of the Work, by the total amount of the fee fixed on labor as set out in the Fee Acceptance

Transmittals which CONTRACTOR has approved and which are applicable to the Work being invoiced. In no case shall the invoiced fee applicable to labor exceed the amount of the Fee which was fixed on labor.

B. Promptly, but in no event longer than ten (10) days after receipt of each invoice, OWNER agrees to pay CONTRACTOR the amount due thereon. All invoices prepared by CONTRACTOR and submitted to OWNER for payment shall be subject to audit and review by OWNER. Each reimbursable item included in said invoices shall be separately listed and supported by suitable evidence of computation and payment. CONTRACTOR shall keep separate accurate records and books of each project or job according to OWNER's Standard Code of Accounts showing the actual cost of all reimbursable expenditures in accordance with Article 6 of this AGREEMENT. OWNER or its duly authorized representative shall have access at all reasonable times to all books, records, correspondence, instruction, receipts, vouchers and documents of any description pertaining to the Work being performed under this AGREEMENT, for auditing purposes. CONTRACTOR shall preserve all such records for a period of one (1) year after the completion of each project or job performed under this AGREEMENT.

C. Upon completion of the Work Scope transmitted hereunder for any defined project or job CONTRACTOR shall serve Written Notice of such completion in accordance with Article 44 of OWNER's General Conditions. OWNER will make arrangements and will inspect the Work for completeness and adherence to specifications. After acceptance of the Work by OWNER, CONTRACTOR shall submit its final billing for OWNER's approval and payment.

ARTICLE 11. CONFIDENTIALITY AND NON-USE

- A. CONTRACTOR agrees to exercise reasonable care to the end that all information and know-how, including that embodied in existing types of plant facilities, whether or not related to the Work, or in drawings, tracings, and/or any other documents made available or otherwise acquired in connection with the construction and/or constructing of the Work in accordance with this AGREEMENT, will be maintained by CONTRACTOR, its employees, suppliers, and subcontractors in strict confidence and will not be disclosed to any third party.
- B. In order to further protect OWNER against the unauthorized use of information and "know-how" developed or acquired from OWNER hereunder, which information and "know-how" personnel of CONTRACTOR must of necessity acquire in order to engage in the Work authorized, CONTRACTOR agrees that it will not, except with the written consent of OWNER, design and/or construct either in whole or in part for CONTRACTOR or for others, manufacturing facilities based upon process or information supplied to CONTRACTOR by OWNER, or based upon information developed by CONTRACTOR for OWNER hereunder.
- C. The foregoing obligations of confidentiality and non-use shall not apply to information or know-how which was known to CONTRACTOR prior to disclosure by OWNER, to information or know-how which is or becomes generally available to the public through no fault of CONTRACTOR or any employee or subcontractor thereof, or to information or know-how which is acquired by CONTRACTOR from a source independent of OWNER without restriction on disclosure.

- D. All inventions and discoveries made or conceived by personnel of CONTRACTOR while engaged in the performance of Work authorized hereunder and resulting directly or indirectly from information and know-how acquired from OWNER shall be the sole and absolute property of OWNER and shall be assigned by CONTRACTOR to the OWNER.
- E. CONTRACTOR further agrees to use reasonable care in selection and assignment of personnel to perform the Work in accordance with this AGREEMENT and to take proper precautions to avoid the unauthorized dissemination of any of the information and know-how CONTRACTOR is obligated to maintain in confidence hereunder.
- F. CONTRACTOR also agrees to return within ten (10) days after any request by OWNER, any drawings, tracings and other documents made available by OWNER, including any copies or written modifications thereof made by CONTRACTOR, its personnel, or its suppliers and subcontractors. CONTRACTOR further agrees to confirm, by letter, the return of all requested information by him to OWNER. The letter shall list the specific items of information or know-how and shall state that such return is complete, including all copies received or made by him, his employees, suppliers, and subcontractors.
- G. At OWNER's option, CONTRACTOR's supervisory and technical personnel and subcontractors having access to OWNER's flow diagrams shall sign separate Confidentiality and Non-Use Agreements with CONTRACTOR and OWNER; CONTRACTOR's other supervisory and technical personnel shall sign Confidentiality and Non-Use Agreements with CONTRACTOR. OWNER reserves the right to approve all such Agreements as to form and content prior to their execution.

ARTICLE 12. OWNER'S RIGHTS RE CONSTRUCTION EQUIPMENT & TOOLS

- A. OWNER may, at its option and at no cost or charge to CONTRACTOR supply to CONTRACTOR equipment and tools required by CONTRACTOR for the performance of the Work authorized hereunder. Such equipment and tools shall be maintained by CONTRACTOR. The cost for such maintenance will be reimbursed under paragraphs B.4. and B.5. of Article 6 of this AGREEMENT as part of the Cost of Work. All equipment and tools so furnished to CONTRACTOR shall be returned to OWNER, at the Completion of the Work, in as good condition as received, normal wear and tear excepted. Title to all equipment and tools so furnished CONTRACTOR shall at all times remain with OWNER. CONTRACTOR agrees that equipment and tools so provided will not be used for work other than that authorized hereunder.
- B. OWNER also reserves the right to solicit, or have CONTRACTOR solicit, quotations from local suppliers of construction equipment and tools at any time of need and to have such equipment used in lieu of CONTRACTOR's equipment in the performance of any portion of the Work hereunder.

ARTICLE 13. TITLE TO WORK, MATERIALS AND EQUIPMENT

All materials and equipment furnished by CONTRACTOR for incorporation in the plant shall become the property of OWNER upon delivery to the plant site. Upon completion of the Work, CONTRACTOR shall use his best efforts to dispose of all remaining surplus, with OWNER's approval, crediting the net proceeds thereof against the cost of the Work. Any surplus remaining thereafter, but purchased by or for OWNER, shall remain the property of OWNER. The title to all building and other facilities erected or purchased specifically for this job shall be vested in the OWNER.

ARTICLE 14. ERRORS AND OMISSIONS IN THE WORK

OWNER will bear the costs of errors and omissions in the Work caused by incomplete or contradictory instructions and specifications given and/or prepared by OWNER, or on which CONTRACTOR acts upon in good faith. In all cases where defects of materials, equipment or workmanship are due to the failure of Contractor's corporate officers or other representatives having supervision or direction of the Work as a whole to observe the standard of care which Contractor normally exercises in the conduct of its business, the correction, replacement, and other remedies necessary to correct the faulty or incomplete work shall be at CONTRACTOR's expense.

ARTICLE 15. MATERIAL AND EQUIPMENT WARRANTIES

- A. CONTRACTOR assures that the Work shall be performed in a skillful and workmanlike manner, free from defects and in accordance with the specifications, exhibits, drawings, and plans.
- B. CONTRACTOR does not guarantee or warrant the materials in, or workmanship of, machinery, equipment or materials manufactured by third parties and furnished or installed by CONTRACTOR in the performance of the Work, but CONTRACTOR shall obtain from all vendors and suppliers, and assign to OWNER, the best warranties and guarantees obtainable with respect thereto, and shall render reasonable assistance to OWNER when requested in order to enforce such warranties and guarantees by the third party manufacturers or suppliers.

C. CONTRACTOR's liability for any breach of this Article 15 shall be limited to remedying, as a reimbursable cost, those defects covered in paragraph A of this Article 15 (A) which appear no later than one (1) year after acceptance of the Work, and of which defects CONTRACTOR is notified in writing by OWNER during said period.

ARTICLE 16. SPECIAL FEDERAL REGULATIONS

CONTRACTOR agrees to be bound by the provisions of Executive Order 11246 as stated in Section 202 (Exhibit "A") appended and made a part hereof, and by all applicable Rules and Regulations.

CONTRACTOR further agrees to be bound by the Safety and Health Regulations for Construction - Title 29 of the Occupational Safety and Health Administration Department of Labor.

ARTICLE 17. ENTIRETY OF AGREEMENT

This AGREEMENT shall supersede and cancel 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 first above written.

Witnessed

Claude E. Karet

Janet Barkessel

ETHYL CORPORATION

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

Date: 5/1/73

Witnessed

Verb Brill

John L. Daniel

BARNARD & BURK, INC.,
CONSTRUCTION DIVISION

By: John L. Daniel
John L. Daniel, Senior Vice-President

Date: 4/26/73

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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.

EXHIBIT A

RENTAL EQUIPMENT, SMALL TOOLS AND CONSUMABLE SUPPLIES

The following list classifies construction equipment, tools and supplies into the categories of rental equipment, small tools and consumable supplies for application to Ethyl Corporation construction contracts.* This is a comprehensive list and includes the majority of items normally used on a construction project. Should it be required to provide an item which is not included in this listing, such item will be handled as applicable to one of the following categories per written prior approval of Ethyl Corporation. Such classifications will be established as follows:

1. Rental Equipment

Any item or assembled group of parts (tubular scaffolding, prefabricated form panels, etc.) having a value of more than Two Hundred Dollars (\$200.00) or more than any other value specified in the articles of a specific contract.

2. Small Tools

Any item of small tools or equipment having a value of less than Two Hundred Dollars (\$200.00) or less than any other value specified in the articles of a specific contract.

3. Consumable Supplies

Any expendable item which falls within the following categories:

- a. Weldrod, solder, and bonding and sealing materials, which although incorporated in permanent or temporary construction are purchased in bulk and are proratable to many job accounts.
- b. Rags, rope, bailing wire, cutting oils, craftsmen's supplies such as chalk-line, chalk, carpenters' pencils, gloves, etc., and fuel, oil, and grease required for construction equipment and tools.
- c. Tools and equipment which are procured under the Construction Equipment and/or Tools Accounts must be obtained with all necessary parts to make such tools and equipment complete operating units. The replacement of expendable parts for such equipment, such as abrasive wheels, hacksaw blades, welding tips, etc. are chargeable to Consumable Supplies.

* See 4, "Special Notes".

EXHIBIT A
(continued)

4. Special Notes

- a. Items in the following lists which are marked with a single asterisk are normally chargeable to Temporary or Permanent Construction Accounts, but may be charged to Consumable Supplies IF required either as an accessory to Construction Equipment and/or Tools, or for the maintenance of Construction Tools and equipment. Examples of such uses include clamps for water, steam or air etc., hoses used in Construction, electric cord for portable hand tools. Also pipe, valves and fittings as well as conduit, wire, switches and push buttons for the maintenance of like items which are attached to and considered as an integral part of Construction Equipment as the piping for the cutting oil system on pipe machines, lathes and power hacksaws or the junction box(es), conduit, wire switches and push buttons which are included on similar equipment when received. Pipe, valves, fittings and all electrical conduit and wiring which must be field installed to "connect" such equipment to sources of electricity, oil, water, steam, etc. MUST be charged to Temporary Construction Accounts.
- b. A concrete saw is furnished as rental equipment without its diamond blade. The blade is furnished and charged on a diameter inch consumed basis.

List of Rental Equipment, Small Tools and Consumable Supplies

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Item	Rental Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
Abrasives and Abrasive Wheels			X	Banding Machine		X	
Absorbents - Oil-Dri			X	Bands - Safety Hat, Sweat			X
Acetylene			X	Barrels - Water, Trash, etc.			X
Acetylene Torches		X		Barricades - Flasher Type		X	
Acids - Battery, Soldering, Pickling			X	Bars - Pinch, Crow, Wrecking		X	
Adding Machine - Mechanical		X		Baskets - Waste Paper - Field (not office)			X
* Additives			X	Batteries - Dry Cell, Flashlight			X
Adhesives - Glue, Tape, etc.			X	Beams - Lifting, Spreader (Special)		X	
Adzes		X		Belt - Conveyor	X		
Air Compressors - All Sizes	X			Belt - Dressing, Lacers			X
Air Conditioner - Office	X			Belt - Pipe Sling			X
* Alarms - Air, Electric			X	Benders - Hand		X	
Alcohol			X	Benders - Power	X		
Anti-Freeze			X	Binders - Load		X	
Anti-Freeze Tester		X		Bits - Drill			X
Anvils - Up to 250#		X		Bits - Expansion, Gimlet			X
Anvils - Over 250#	X			Blades - Circular Saw, Band, Saw,			
Anvil Tools		X		Hacksaw, etc.			X
Aprons		X	X	Blankets - Asbestos, First Aid			X
Arbors - Holesaw, Grinders				Blocking - (for stacking materials)			X
Argon		X	X	Blocks - Snatch, Tackle (Under 25 Ton)		X	
Auger - Hand	X			Blocks - Snatch, Tackle (Over 25 Ton)	X		
Auger - Power	X			Blowers - Air	X		
Automobiles				Blue - Prussion			X
Awls			X	Boiler - Portable Steam	X		
Axes		X		Bolts and Nuts			X
Backfiller - Power	X			Bolt Cutter		X	
Backhoe - All Sizes	X			Bolt Cutter Jaws			X
Badges - Identification			X	Boots - Rubber			X
Bags - Burlap, Paper, etc.			X	Boring Machine - Power	X		

List of Rental Equipment, Small Tools and Consumable Supplies

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Item	Rental Eqpt.	Small Tools	Consumable Supplies	Items	Rental Eqpt.	Small Tools	Consumable Supplies
Box Wrenches		X		Carts - Warehouse		X	
Boxes - Small Tools (Wood or Steel)		X		Caulking Compound			X
Braces - Hand Drill		X		Chain			X
Brake Fluid			X	Chain Hoists - 2 Ton and Under		X	
Brass Tags - Tool Check			X	Chain Hoists - Over 2 Ton	X		
Brazing - Rod or Wire			X	Chain Saws - All Sizes	X		
Breakers - Pavement (Air or Gas)	X			Chalk - Marking, Line			X
Brick Saw - Electric or Gas	X			Chamois			X
Brooms			X	Charcoal			X
Brushes - Marking, Wire, Paint			X	Chasers - Thread, Pipe			X
Buckets - Clamshell, Concrete, Dragline	X			Chipper - Air		X	
Buckets - Water			X	Chisels - Caulking, Cold			X
Buggies - Concrete		X		Chokers - Wire Rope			X
Building - Prefabricated	X			Chutes - Concrete (Metal)		X	
Bulbs, Flashlight	X		X	Chutes - Concrete (Wood)			X
Bulldozers - All Sizes	X			Clamps - "C"		X	
Busses	X			*Clamps - Cable, Hose			X
"C" Clamps		X		Clamps - Pipe Line Up (Chain Type)	X	X	
* Cable - (Electric Card - Not Welding)			X	Clamps - Form	X		
Cable - Welding	X			Clamshell Bucket			
Cable - Wire Rope			X	Clay Spade - Air	X		
Calipers		X		Clay Spade - Hand		X	
Candles - Plumbers			X	Cleaning Compound			X
Cans - Oil, Gasoline, Water			X	* Clips - Cable, Wire Rope			X
Cant Hook		X		Cloth - Emery, Straining, Wiping			X
Canvas			X	Coal			X
Carbide			X	Coats - Rain			X
Carbon Tetrachloride			X	Coke			X
Carborundum - Blocks, Wheels			X	Com-A-Long			
Car Mover - Hand Type		X		Combination Sets		X	
Car Mover - Power	X			Compactor - Hand		X	

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Item	Rental Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
Compactor - Power	X			Dial Indicators		X	
Compound - Brazing, Grinding, Sweeping			X	Die Holders		X	
Compressors - Air (All Sizes)	X			Dies - Pipe, Bolt			X
Concrete - Bucket	X			Diesel Fuel			X
Concrete - Busters	X			Diggers - Hole (Hand)		X	
Concrete Chutes - Steel		X		Dippers - Water			X
Concrete Chutes - Wood			X	Discs - Cutting			X
Concrete Mixer - Power	X			Disinfectants			X
*Conduit - Electric			X	Dispensers - Field, Salt Tablet, Etc.			X
Cones - Concrete Slump		X		Dope - Pipe			X
*Connectors - Hose, Welding Cable			X	Dope Pot	X		X
Conveyors - Belt	X			Dollies - Rivet, Timber, Pipe		X	
Cooler - Water (Ice Type for Field)			X	Dowel Pins			X
Cords - Extension			X	Dragline Buckets	X		
Corks			X	Dressing - Belt, Emery Wheel			X
Cots - First Aid		X		Drift Pins			X
Countersinks			X	Drill Bits - All Types (Star and Twist)	X		X
Cranes - All Types and Sizes	X			Drill Press	X		
Crayon - Marking			X	Drills - Air Operated			
Creosote			X	Drills - Electric		X	
Crescent Wrenches		X		Drills - Hand Operated		X	
Cribbing			X	Drinking Cups			X
Crocus Cloth			X	Drop Clothes			X
Cups - Drinking			X	Drums - Oil, Kerosene, Gasoline			X
Cutting Wheels - Abrasive, Steel			X	Dry Ice			X
Cutters - Bolt, Gasket, Wire, Pipe		X		Dunnage			X
Cutter Jaws and Wheels			X	Dusters - Drafting Table, etc.			X
Concrete Vibrator - Air, Electric		X		Dynamite			X
Concrete Vibrator - Gasoline	X			Edgers - Concrete		X	
Demolition Points - Moil			X	Edges - Straight, Wood			X
Derricks - All Types & Sizes	X			Edges - Straight (Beveled Edge)		X	
Detonators - Dynamite Caps			X				

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Item	Rental Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
Edges - Straight (Parallel Level)	X			Freight - On Consumable, Supplies			
Emery Cloth			X	Friction Tape			X
* Electric Light Bulbs			X	Fuel - Kerosene, Gasoline, Butane, Diesel			X
* Electric Wiring			X	Fuller - Blacksmith		X	X
Electrode - Holder			X	Fuses - Electric			X
Electrodes - Welding			X	Funnels			X
Epoxy - Cements			X	Furnace - Plumbers		X	
Excelsior			X	Gas Masks and Cartridges			X
Expanders - Tube Roll, Mandrels		X	X	Gases - Industrial (All Types)			X
Extension Cords			X	* Gasket Material (All Types)			X
Extinguishers - Fire (Including Refills)			X	Gasoline			X
Extractors			X	Gauges - Drill, Wire, Thread, Etc.		X	
Fans - Electric (Up to 24")		X		Generator - Electric	X		
* Faucets			X	Glass - Goggles, Welding Hood			X
Files - Tool		X		Glass Cutters			X
Film - Photographic			X	Globes - Lantern, Light			X
Filters - All Types (Elements)			X	Gloves - Rubber, Welding, etc.			X
Fire Extinguishers - (Including Refills)			X	Glue			X
First Aid Kits and Supplies			X	Glycerine			X
Fish Tapes			X	Goggles - Welding, Safety, etc.			X
Flares - Railroad			X	Graphite			X
Flaring Tools - Tubing		X		Grease			X
Flashlights			X	Grinders - Air	X		
Flatters - Blacksmith		X		Grinders - Bench (Electric)		X	
Flints - Welding Lighter			X	Grinders - Pencil		X	
Floats - Concrete (Steel)		X		Grinding Compound			X
Floats - Concrete (Wood)				Grinding Wheels			X
Fluids - Washing, Cleaning			X	Grommets			X
Flux - Brazing, Solder			X	Guns - Grease, Caulking		X	
Forks - Ballast, Hay		X		Hacksaw - Blades		X	X
Forms - Prefabricated Panels	X			Hacksaw - Frames		X	
Frames - Hacksaw		X		Hammers - Electric		X	

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Item	Rental. Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
Hammers - Hand				Iron - Caulking, Soldering			
Hammers - Pile, Sheeting	X	X		Iron - Banding		X	X
Hand Lines			X	Jacks - (50 Ton or Less)		X	
Hand Saws		X		Jacks - (Over 50 Ton)	X		
Handles - Hand Tool			X	Jaws - Pipe Cutter, Wrench, Etc.			X
Handles - Ratchet		X		Jute			X
Hard Hats and Liners			X	Keel - Lumber Crayon			X
Hardware Cloth			X	Kerosene			X
* Hasps			X	Keys - Padlock, etc.			X
Hatchets		X		Keys - Cotter			X
Hats - Safety, Rain, Liners, Bands			X	Key Stock			X
Heli-Arc-Parts			X	Knives - Putty, Roofing, etc.			X
Hickey - Conduit, Pipe		X		Ladders - Aluminum		X	
High-Lift - All Sizes	X			Ladders - Wood		X	X
* Hinges			X	Ladles - Melting, Lead Pouring			
Hoes - Mortar Mixing		X		Lamps - Electric, Kerosene			X
Hoists - Electric, Air, Gas	X			Lashing			X
Holders - Electrode			X	Lathes - (Wood or Metal Turning)	X		
Hole Saw - Blades			X	* Lead			X
Hoods - Sandblasting, Welder			X	Lenses - Goggles, Welding Hood			X
Horses - Wood			X	Letters - Steel Stamping		X	
Hose - Welding Tail			X	Levels - Metal (Carpenter - Machinist)		X	
Hose - Air, Steam	X			Levels - Wood		X	
Hose - Garden			X	Lighters - Friction			X
Hose - Pump, Suction & Discharge Water	X			Light Plant 0 All KW Rating	X		
Hydra Hammer - Power				Lights - Flood	X		
Hydrometer			X	Lime (Not for Soil Stabilizing)			X
Ice			X	Line - Chalk, Mason			X
Impact Wrenches - 1/2" Drive and Under		X		Litharge			X
Impact Wrenches - Over 1/8" Drive	X			Load Binders		X	
Insecticides			X	* Locks			X
Instruments - Surveyors, Recording	X			L.P. Gas			X

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Item	Rental Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
* Lubrication - All Types			X	Paper - Sand, Emory, Building, Etc.			X
Lubricators - Airline		X		Paste - Solder			X
* Lumber - All Kinds			X	Patterns - Pipe Layout			X
Lugs - Solder			X	Paving Breakers	X		
Mantles - Gas Lantern			X	Pencils - Carpenters or Lumber Marking			X
* Masonite			X	Permatex		X	X
Masks - Dust, Gas			X	Pick Axe			
Masonry Saw	X			Pins - Drift, etc.			X
Matlocks		X		* Pipe			X
Mauls		X		Pipe Compound			X
Measuring Cans			X	* Pipe Fittings			X
Meters - Voltage, Ohms, Ampere	X			Pipe Threading Machine	X		X
Micrometer		X		Pipe Line-up Clamp - Outside (24" & Under)		X	
Mitre-Machine (Complete with Saw)	X	X		Pipe Line-up Clamp - Outside (Over 24")	X		
Mixers - Concrete, Mortar				Pipe Line-up Clamp - Inside	X		
Moil Points			X	Pipe Line-up Clamp - Chain Type		X	
Mops			X	Planes - Carpenter		X	
Mortar Boxes			X	Planks - Scaffold			X
Mortar Mixers - Power	X			Pliers - All Types		X	
Nails - All Types			X	Plumb Bobs		X	
Nail Sets		X		Plumbers Friend			X
Nibblers - Electric	X			* Plywood			X
Nitrogen			X	Points - Moil			X
* Nuts and Bolts			X	* Polyethylene & VisQueen			X
Oakum			X	Post Hole Diggers		X	
* Oil - All Types			X	Pots - Lead Melting		X	
Oil Cans			X	* Preservatives - Rust			X
Oxygen			X	Pre-st-o-Lite			X
* Packing - All Types			X	* Primers - Paint, etc.			X
* Padlocks			X	* Protective Coating - Pipe			X
Pails			X	Pullers - Nail		X	
Paint Brushes			X	Pulleys - Well		X	
* Paint and Paint Remover			X				

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Item	Rental Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
Pul-Lift				Safety Equipment - Stretchers, Goggles, Hard Hats			X
Pumps - Hand		X		Salamanders	X		
Pumps - Electric, Gasoline, Air	X	X		Salt Tables			X
Pumice			X				
Punches - Hand Operated		X		Sand Blast Equipment	X		
Punches - Hydraulic	X			Sand Blast Sand			X
Putty			X	Sand Blast Nozzles			X
Putty Knives			X	Sand Paper			X
Radio - Base Station With Subs	X			Saws - Band	X		
Radio - Walkie Talkie		X		Saws - Chain	X		
Rags		X	X	Saws - Concrete (Excluding Blade)	X		
Rakes				Saws - Carpenter Hand		X	
Raincoats and Hats			X	Saw - Saber, Coping		X	
Rasps - All Types			X	Saw - Skill 8" Blade		X	
Ratchets		X		Saw Sets		X	
Reamers - All Types			X	Saw Blades - Concrete, Wood, Masonry			X
Reels = Cable			X	Scaffold - Tubular	X		
Reinforcing Chairs			X	Scaffold - Planks			X
Reinforcing - Ties, etc.			X	Scrapers - Paint			X
Regulators - Oxygen, Acetylene		X		Screws			X
Respirators - Dust			X	Screwdrivers		X	
Rivet Hammers - Air		X		Scythes		X	
Rockers - Drum		X		Shackles		X	
Rock Salt and De-Icing Compounds			X	Shears - Hand		X	
Rods - Line and Level		X		Sheaves - Under 25 Ton		X	
Rods - Welding, Brazing, Pencil			X	Sheaves - Over 25 Ton	X		
Rollers - Wood, Pipe			X	Sheeting Driver - Air, Steam	X		
Rope - All Kinds			X	Shellac			X
Rubbing Stones			X	Shields - Face			X
Rules - Field Craftsmen			X	Shoes - Safety			X
Runners - Lead Joint			X	Shores - Metal Adjustable		X	
Runways - Wood			X	Shovels - Hand		X	
Rust Preventatives			X	Shim Stock			X

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Item	Rental Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
Sideboom Tractors - All Sizes	X			Straight Edges - Wood			X
Sledges - All Sizes		X		Straw			X
Sleeves - Welder			X	Stress Relieving Machine	X		
Slings - All Kinds			X	Stress Relieving Supplies			X
Snips - Tin		X		Supplies - First Aid, Washroom			X
Soap			X	Survey Instruments - All Types	X		
Soapstone			X	Sweeping Compound			X
Sockets - Wrenches		X		Syphons - Rubber			X
Solder			X	Table Saw - Power	X		
Soldering - Irons		X		Tacks - Carpet			X
Solvents		X	X	Tail Hose - Oxygen, Acetylene		X	X
Spades - Hand				Tampers - Air			
Spigots - Drum Barrel			X	Tampers - Gasoline	X		
Splicing Kits			X	Tampers - Hand		X	
Spoke Shavers		X		Tapes - Friction, Fish, Measuring			X
Sponges			X	Taps - Bolt, Pipe			X
Spud Wrenches		X		Tar Kettles - Kerosene Fired	X		
Squares - Steel		X		Tester - Hydrometer			X
Stages - Swing	X			Thermometers			X
Stakes - Surveyors			X	Thickness Gauges		X	
Stamps - Steel, Stencil, etc.			X	Thinners - Paint, etc.			X
Star Drills			X	Thread Dope			X
Station Wagon	X		X	* Timbers			X
Steam Hammers - Pile, Sheeting	X			Timber Hooks		X	
Steam Hose				Tip Cleaners - Oxygen Acetylene			X
Steel Tapes - Measuring			X	Tips - Cutting, Welding			X
Steel Wool			X	Tongs - Blacksmith, Timber, Rivet		X	
Stencils - Number, Letters			X	Tool Checks			X
Stencil Cutting Machine	X			Torches - Toledo		X	
Stocks - (With Initial Set of Dies)		X		Torque - Wrenches		X	
Stones - Grinding, Rubbing		X	X	Trailers - Office, Tool, Change	X		
Straight Edges - Beveled Edge				Trailers - Lowboy, Pole	X		
Straight Edges - Parallel Level	X			Trenching Machine - All Types	X		

E-09118

List of Rental Equipment, Small Tools and Consumable Supplies

May 12, 1970
Rev. 1 11/13/70

Sheet 11 of 11

Item	Rental Eqpt.	Small Tools	Consumable Supplies	Item	Rental Eqpt.	Small Tools	Consumable Supplies
Triangles		X		Wrenches - Hand (All Types)		X	
Trowels - Hand		X		Wrenches - Impact ($\frac{1}{2}$ " Drive & Under)		X	
Trucks - Automotive	X			Wrenches - Impact (Over $\frac{1}{8}$ " Drive)	X		
Trucks - Hand, Oxygen, Acetylene, Warehouse				Yarn - Pipe Joint			X
Tube Benders - Hand		X					
Tube Benders - Power	X	X					
Tubing Cutters		X					
Tubs - Mortar			X				
Turpentine			X				
Twine			X				
Twisters - Reinforcing Wire		X					
Typewriters	X						
Vacuum Cleaners - Industrial	X						
* Valves - All Sizes and Types			X				
* Varnish			X				
Vibrators - Compaction	X						
Vises - Bench, Pipe		X					
Wagon Drill	X						
Wagon Drill Steel			X				
Washers - Steel			X				
Waste - Wiping			X				
* Weatherstripping			X				
Wedges - Wood, Steel			X				
Welding Machines - All Types	X						
Welding Rod			X				
Wellpoint System	X						
Wheel Barrows		X					
Wheels - Cutting, Grinding			X				
* Wire - Electrical, Tie, etc.			X				
Wrecking Bars		X					

E-09119

EXHIBIT "B"

RENTAL RATES FOR CONTRACTOR OWNED
NON-A.E.D. EQUIPMENT

May 1, 1973

E-09120

BARNARD AND BURK, INC.
Plant Service Construction Division
P. O. Box 15629 - 1195 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 1 of 19

Standard Rental Rates Effective 4/27/73		BARE RENTALS			
AIR COMPRESSORS AND AIR TOOLS	Maintained & Operated	HOUR			
		DAY	WEEK	MONTH	
125 CFM Air Compressor with 100 ft - 3/4" Hose	---				
150 CFM Air Compressor with 100 ft - 3/4" Hose	---				
250 CFM Air Compressor Diesel with 100 ft - 3/4" Hose	---				
600 CFM Air Compressor Diesel with 100 ft - 3/4" Hose	---				
Air Conditioner	---	2.00	8.00	25.00	
1/2" Air Drill with Whip - No Hose	---				
3/4" Air Drill with Whip - No Hose	---				
Air Grinder (Regular) with Whip - No Hose	---				
Air Grinder (Pencil) with Whip - No Hose	---	3.75	11.00	30.00	
Air Hammer Chipping with Whip - No Hose	---				
Air Hose 3/4" x 50 ft	---				

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BARNARD AND BURK, INC.
Plant Service Construction Division
P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

Sheet 2 of 19

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Standard Rental Rates Effective 4/27/73	Maintained & Operated	BARE RENTALS		
		HOUR	DAY	WEEK MONTH
AIR COMPRESSORS AND AIR TOOLS (Continued)				
1/2" Air Impact Wrench with Whip - No Hose	---			
3/4" Air Impact Wrench with Whip - No Hose	---			
1" Air Impact Wrench with Whip - No Hose	---			
1½" Air Impact Wrench with Whip - No Hose	---			
60 lb Paving Breaker - No Hose	---			
90 lb Paving Breaker - No Hose	---			
Air Saw (Fien) with Whip - No Hose	---	3.00		11.00 32.00
Air Saw (Guillotine 10" - 18") No Hose	---	14.00		42.00 126.00
90 lb Sheet Driver - No Hose	---			
Air Spade - No Hose	---			

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Sheet 3 of 19

**Maintained
& Operated**

BARE RENTALS

DAY.

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5/1/73

BARNARD AND BURK, INC.
Plant Service Construction Division
P. O. BOX 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 4 of 19

Standard Rental Rates Effective 4/27/73	Maintained & Operated	BARE RENTALS			
		HOUR	DAY	WEEK	MONTH
AUTOMOTIVE (Cars, Trucks, Trailers)					
Bus - Tour (Gas) 8 Hr Minimum	20.00	120.00	-----	-----	
Bus - Workmen (Gas)	---	25.00	80.00	225.00	
Car - Passenger (Radio, \$30.00 per Month Extra)	---	14.00	50.00	150.00	
½ Ton Pickup Truck - Road (Radio, \$30.00 per Mo Extra)	8.00	13.00	45.00	140.00	
½ Ton Pickup - Job site	---	11.00	35.00	110.00	
¾ Ton Pickup	9.00	14.00	50.00	150.00	
1 Ton Flat Bed Truck (Stke Body)	9.00	25.00	80.00	225.00	
2-2½ Ton Flat Bed Truck (Fixed Body)	10.00	30.00	90.00	275.00	
2-2½ Ton Flat Bed Truck (Dump Body)	11.00	45.00	123.00	325.00	
¾ Ton Pickup Truck & Boom Trailer	14.00	65.00	200.00	600.00	
2½ Ton Tractor and Tandem Float	16.00	100.00	300.00	900.00	
5 Ton Diesel Tractor and Tandem Float (25 Ton)	17.50	180.00	550.00	1600.00	
5 Ton Diesel Tractor and Tilt Top Loboy (22 Ton)	20.00	180.00	550.00	1600.00	
5 Ton Diesel Tractor and 30 Ton Loboy	20.00	180.00	550.00	1600.00	
5 Ton Diesel Tractor and 60 Ton Loboy	35.00	240.00	700.00	2000.00	

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Sheet 5 of 19

Standard Rental Rates Effective 4/27/73

E-09125

5/1/73

BARNARD AND BURK, INC.

Plant Service Construction Division

P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 6 of 19

Standard Rental Rates Effective 4/27/73

ELECTRIC EQUIPMENT AND TOOLS	Maintained & Operated			BARE RENTALS		
	HOUR	DAY	WEEK	MONTH		
3 KW Gas Driven Power Plant	---					
5 KW Gas Driven Power Plant	---					
1/4" Electric Drill HD	---					
3/8" Electric Drill HD	---					
1/2" Electric Drill HD	---					
3/4" Ditto	---					
3/4" Ditto with Magnetic Stand	---					
5/8" Shaft Electric Grinder (Straight or Angle)	---					
1/4" Ditto (Pencil)	---					
1/3 HP Bench Grinder	---	3.00	9.00	25.00		
1/2" Drive Electric Impact Wrench	---					
3/4" Ditto	---					
Electric Impact Drill (Roto Hammer)	---	6.00	18.00	54.00		
Electric Nibler HD 8	---	4.00	12.00	35.00		
Electric Saber Saw Small	---	4.00	12.00	35.00		

BARNARD AND BURK, INC.
Plant Service Construction Division
P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

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BARNARD AND BURK, INC.

Plant Service Construction Division

P. O Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

Sheet 8 of 19

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Standard Rental Rates Effective 4/27/73		BARE RENTALS		
HEAVY EQUIPMENT	Maintained & Operated	HOUR	DAY	WEEK
Lorain Crawler Crane Model K56, Diesel 30 Ton				MONTH
Lorain Motor Crane Model 785 Diesel 85 Ton Cap				
Grove Hyd Crane Model TM-550 Diesel 55 Ton Cap		55.00	375.00	1300.00
Grove Hyd Crane Model RT63S Diesel 30 Ton Cap				3800.00
Grove Hyd Crane Model RT 58 Gas 14 Ton Cap				
Galion Hyd Crane Model 125 Gas 12½ Ton Cap				
John Deere Diesel Backhoe with. 3/4 YD Front Bucket				
International Crawler and F/E Loader Diesel Model TD175				
John Deere Diesel Rubber Tired F/E Loader Model 544				
Allis Chalmers Diesel 12 ft Angle Dozer Model HD-11E				
Ho Ram Pneumatic Boom mounted Model 7000		----	100.00	300.00
Hopto 550 3/4 YD Crawler Hyd.Hoe				900.00

5/1/73

BARNARD AND BURK, INC.
Plant Service Construction Division
P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

Sheet 9 of 19

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Standard Rental Rates Effective 4/27/73		BARE RENTALS			
PUMPING EQUIPMENT	Maintained & Operated	HOUR	DAY	WEEK	MONTH
2" Centrifugal Pump (25 ft Suction & 50 ft Discharge)	---				
3" Ditto	---				
4" Ditto	---				
2" Air Operated Pump (25 ft Suction & 50 ft Disc)	---				
3" Air Operated Pump (25 ft Suction & 50 ft Discharge)	---				
Hand Test Pump 750 lb with 50 ft Test Hose	---		5.00	16.00	46.00
Test Pump (Air Diaphragm) Sprague with 50 ft Test Hose	---		6.00	18.00	50.00
Test Pump (2500 lb Udel) Trailer Mounted with 50 ft Test Hose	---		17.00	50.00	150.00
2" Suction Hose - 25 ft Length	---				
3" Ditto	---				
4" Ditto	---				

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Sheet 10 of 19

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

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E-09130

5/1/73

BARNARD AND BURK, INC.
Plant Service Constnction Division
P. O Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 11 of 19

Standard Rental Rates Effective 4/27/73		BARE RENTALS		
WELDING EQUIPMENT	Maintained & Operated	DAY	WEEK	MONTH
	HOUR			
200 Amp Gas Driven Welding Machine with 150 ft Cable	---			
300 Amp Gas Driven Welding Machine with 150 ft Cable	---			
250 Amp Elec Driven Welder with 150 ft Cable	---			
300 Amp Ditto	---			
400 Amp Ditto	---	13.00	35.00	105.00
300 Amp Miller Heliarc Welder with 150 ft Cable and Torch with Water System				
Heliarc Torch with Gas Gauge and 50 ft Hose	---	4.00	10.00	30.00
Purge Gauge and 50 ft Hose	---	3.00	7.00	17.50
Arc - Gouging Rig - No extra cable or hose	---	4.00	10.00	30.00
Oxygen Acetylene Cutting Rig with 100 ft Hose & Gauge	---	7.00	18.00	50.00
One (1) Pair Gauges for cutting rig	---	2.50	7.50	20.00
Twin Hose for Cutting Rig 1/4" x 50 ft Lengths	---	1.00	7.00	15.00
Cutting Torch Only	---	2.00	5.00	15.00

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EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

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BARNARD AND BURK, INC.
Plant Service Construction Division
P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

Sheet 13 of 19

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Standard Rental Rates Effective 4/27/73	BARE RENTALS			
Maintained & Operated	HOUR	DAY	WEEK	MONTH
MISCELLANEOUS EQUIPMENT AND TOOLS				
Beveling Machine Pipe 4" - 8"	---	5.00	14.00	38.00
Ditto 8" - 12"	---	6.00	18.00	51.00
Ditto 14" - 20"	---	9.00	23.00	76.00
Clamps - Pipe line up 2" - 4"	---	1.25	3.75	11.25
Clamps - Pipe Line up 6" - 8"	---	1.50	4.50	13.50
Clamps - Pipe line up 10" - 14"	---	2.50	7.50	22.50
Clamps - Pipe line up 16" - 18"	---	3.00	9.00	27.00
Clamps - Pipe line up 20" - 22"	---	3.25	9.75	29.25
Clamps - Pipe Line up 24"	---	3.50	10.50	31.50
Clamps - Pipe line up 26" - 30"	---	4.50	13.50	40.50
Clamps - Pipe line up 34" - 36"	---	5.00	15.00	45.00
Clamps - Pipe line up 42"	---	6.00	18.00	54.00

5/1/73

BARNARD AND BURK, INC.

Plant Service Construction Division

P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 14 of 19

Standard Rental Rates Effective 4/27/73		BARE RENTALS		
MISCELLANEOUS EQUIPMENT AND TOOLS (Continued)	Maintained & Operated	HOUR		
		HOUR	DAY	WEEK MONTH
Cutters, Bolt	---	---	1.50	3.50 8.50
Cutters, Pipe hand 1/8" - 2"	---	---	.50	1.50 4.50
Cutters, Pipe Hand 2" - 4"	---	---	.75	2.25 6.75
Cutters, Pipe, Ellis Ford 4" - 12"	---	---	1.00	4.00 15.00
Cutters, Pipe, Hyd 4" - 12"	---	---	6.00	15.00 40.00
Cutters, Pipe Hyd 10" - 18"	---	---	8.00	18.00 50.00
Detector - Leak - Electric Jeep (Holiday)	---	---	25.00	70.00 210.00
Detector - Leak - Gas	---	---	25.00	70.00 210.00
Hoist - Chain - 1 Ton	---	---		
Hoist - Chain - 1½ Ton	---	---		
Hoist - Chain - 2 Ton	---	---		
Hoist - Chain - 3 Ton	---	---		
Hoist - Chain - 4 Ton	---	---		

5/1/73

BARNARD AND BURK, INC.
Plant Service Construction Division
P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

Sheet 15 of 19

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Standard Rental Rates Effective 4/27/73		Maintained. & Operated	BARE RENTALS		
MISCELLANEOUS EQUIPMENT AND TOOLS (Continued)		HOUR	DAY	WEEK	MONTH
Hoist - Chain - 5 Ton		---			
Hoist - Ratchet (Comalong) 1/2 Ton		---			
Ditto 3/4 Ton		---			
Ditto 1 Ton		---			
Ditto 1½ Ton		---			
Ditto 2 Ton		---			
Ditto 3 Ton		---			
Ditto 4½ Ton		---			
Ditto 6 Ton		---			
Jacks, Hydraulic 10 Ton		---			
Ditto 20 Ton		---			
Ditto 50 Ton		---			

5/1/73

BARNARD AND BURK, INC.
 Plant Service Construction Division
 P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 16 of 19

Standard Rental Rates Effective 4/27/73		Maintained & Operated	BARE RENTALS		
MISCELLANEOUS EQUIPMENT AND TOOLS (Continued)		HOUR	DAY	WEEK	MONTH
Jacks, Railroad	20 Ton	----			
Jacks, Screw (House)	5 Ton	----			
Ladder Aluminum (Per Foot)		----	.20	.40	1.25
Level - Engineers with Tripod		----	5.00	16.00	49.00
Level - Rod		----	1.00	3.00	10.00
Mats - Crane		----	3.00	9.00	27.00
Punch, Whitney 1/2 x 1/2 (No Dies)		----	1.00	4.00	15.00
Reamer - Pipe - Ratchet 1/8 x 2"		----	.80	2.25	6.75
Saw - Chain - Gas Driven 24"		----			
Scaffold Frames 5 ft x 5 ft each with Brace		----			1.00
Stage - Aluminum - Per Foot		----	.20	.40	1.25
Tamper - Gas Driven Whacker		----			

5/1/73

BARNARD AND BURK, INC.

Plant Service Construction Division

P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 17 of 19

Standard Rental Rates Effective 4/27/73		BARE RENTALS				
MISCELLANEOUS EQUIPMENT AND TOOLS (Continued)		Maintained & Operated	HOUR	DAY	WEEK	MONTH
Transit Engineers with Tripod			---	5.00	16.00	50.00
Threader - Pipe - Stock and Dies 1/4 - 1"			---	2.50	5.00	15.00
Ditto Simpac 1" - 2"			---	2.50	5.00	15.00
Ditto Toledo Ratchet 2½" - 4"			---	15.00	60.00	180.00
Threader - Pipe Machine - Electric thru 2"			---	12.00	30.00	85.00
Trolley Beam - 2 Ton			---	1.00	3.00	8.00
Ditto 5 Ton			---	2.00	6.00	17.00
Ditto 10 Ton			---	4.50	13.00	40.00
Ditto 15 Ton			---	9.00	25.00	75.00
Troweling Machine, Gas Driven 36"			---			
Vibrator - Concrete - Gas Driven			---			

5/1/73

BARNARD AND BURK, INC.

Plant Service Construction Division

P. O. Box 15629 - 11955 Airline Hwy - Baton Rouge, Louisiana

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

Sheet 18 of 19

Standard Rental Rates Effective 4/27/73		Maintained & Operated	BARE RENTALS		
MISCELLANEOUS EQUIPMENT AND TOOLS (Continued)		HOUR	DAY	WEEK	MONTH
Wheel Barrow - Rubber Tired - 4 CF					
Shacks - Change and Tool 8 x 12		---	4.00	12.00	35.00
Ditto 8 x 16		---	5.00	15.00	40.00
Ditto 10 x 20		---	6.00	18.00	50.00
Ditto 10 x 40		---	12.00	36.00	100.00
Office Trailer 8 x 35		---	8.00	32.00	100.00
Ditto 10 x 40		---	15.00	48.00	150.00
Ditto 12 x 50		---	20.00	60.00	175.00
Office Building 8 x 16		---	6.00	18.00	50.00
Ditto 10 x 20		---	7.50	24.00	75.00
Ditto 10 x 40		---	15.00	48.00	150.00
Tool Van 8 x 40		---	10.00	25.00	65.00

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Sheet 19 of 19

EQUIPMENT RENTAL PRICE LIST - NON-A.E.D.

E-09139

SPECIAL CONDITIONS
FOR
COST PLUS (FEE FIXED ON LABOR) CONSTRUCTION CONTRACT

Baton Rouge Manufacturing Plant

ETHYL CORPORATION
ENGINEERING DEPARTMENT

451 Florida Street
Baton Rouge, Louisiana 70801

April 16, 1973

E-09140

1. Paragraph b. of Article 5, PERMITS, REGULATIONS AND RECORDINGS, of OWNER's General Conditions for Cost Plus (Fixed Fee) Construction Work is hereby deleted, and the following paragraph substituted in its place:

CONTRACTOR shall, at OWNER's expense, secure all permits, approvals and inspection certificates in connection with the Work and record one copy of the Contractual Agreement, if requested by OWNER, and record one copy of the Performance Bond, if bond is required by OWNER. Upon completion of the Work, CONTRACTOR shall have the record of the Contractual Agreement and Performance Bond vacated and provide OWNER with a certificate that all of CONTRACTOR's obligations have been fully discharged and the Work is free of any liens or encumbrances.

2. The following paragraph, d., is hereby added to Article 18, CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT, of OWNER's General Conditions:

CONTRACTOR reserves the right to cancel this CONTRACTUAL AGREEMENT upon thirty (30) days prior written notice to OWNER. All work in progress at the time of such written notice shall be completed to the full satisfaction and acceptance of OWNER.

3. Paragraph 3.a. of Article 20, PAYMENTS WITHHELD, of OWNER's General Conditions, is hereby restated as follows:

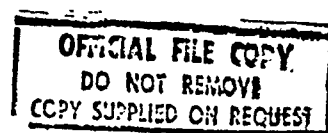
a. OWNER may withhold all, or any part, of any payment due CONTRACTOR to such extent as may be necessary to protect OWNER from loss resulting from any of the following:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating possible filing of claims.
- (3) Failure of CONTRACTOR to meet its financial obligations, either to subcontractors and/or Lessors or Suppliers, whether for material, labor, or other costs for which it appears OWNER or its property may become liable.

4. CONTRACTOR shall be specified as a co-insured party by carrier of OWNER's Builder's Risk Insurance.
5. Until further notice, the values of "less than two hundred dollars (\$200.00)" and "two hundred dollars (\$200.00) or more" for differentiating small tools from rental equipment (Exhibit "A" entitled, Rental Equipment, Small Tools and Consumable Supplies) shall for this Contractual Agreement be construed to be "less than three hundred dollars (\$300.00)" and "three hundred dollars (\$300.00) or more".

ETHYL CORPORATION

INTER-OFFICE



To Mr. W. D. Gottwald, Jr.

ADDRESS

FROM C. E. Daviet

ADDRESS

SUBJECT Engineering Services Contracts

DATE April 17, 1974

Enclosed is an originally signed copy of each of the five following contracts. These contracts update the prior agreements which were terminated December 31, 1973 and cover increased terms for services provided as commencing January 1, 1974.

Barnard and Burk, Inc.
Beard Engineering, Inc.
Dyer & Moody, Inc.
John L. Lowery and Associates
Walk, Haydel & Associates, Inc.

A handwritten signature in cursive script, reading "C. E. Daviet".

Claude E. Daviet
Engineering Contract Administrator

CED:jb

Attachments

cc: Messrs. R. H. Cowlshaw

C. A. Kyle

G. S. Roberts

RECEIVED
APR 29 1974
W. D. GOTTWALD, JR.

ETHYL CORPORATION

ENGINEERING DEPARTMENT

October 3, 1973

ETHYL TOWER
451 FLORIDA
BATON ROUGE, LA 70801

Mr. H. J. Boxill
Barnard and Burk, Inc.
Box 15648
Baton Rouge, Louisiana 70815

Dear Mr. Boxill:

The next phase of Baton Rouge expansion work will start later in the year. We estimate that 4,700 craft manhours, \$6,000 in specialty subcontracts and procurement of \$17,000 of construction materials will be required to perform the next job. A detailed breakdown of manhours and material is attached.

A draft of a proposed "open" fixed-fee plus reimbursable costs agreement is attached for use as a guide for the development of your bid terms. Your proposal should include a schedule of your non-AED equipment available and the rental rates.

Please call me or Mr. J. B. Rhorer, if you have questions.

Very truly yours,



G. S. Roberts
Chief Engineer

/meg

attch.

cc: Mr. John L. Daniel