

NYB CHB
WTR J.L.W.
J.H.
SMK
LFG
RWC

SAFE FILE
ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

EXHIBIT

B

PLAINTIFF'S
EXHIBIT
ETCO-514

May 31, 1946

PLEASE ADDRESS REPLY TO
CHRYSLER BUILDING
405 LEXINGTON AVE, NEW YORK 17, N.Y.

JUN 5-1946

S. & W.E.C.
File No. 588
Doc. No. 75
Att. to 8

3285

Mr. K. Finsterbusch
Stone & Webster Engineering Corporation
90 Broad Street
New York 4, New York

Dear Mr. Finsterbusch:

The Ethyl Corporation hereby requests the services of Stone & Webster Engineering Corporation in connection with the installation of additional cooling water facilities for process equipment in the No. 3 Ethyl Chloride Plant at Baton Rouge, Louisiana. The work to be performed by you will comprise essentially the installation of an 8" water line from our No. 2 well to our collecting basin, including the necessary tie-in connections. We understand that this work has already been discussed in detail with your field supervisor at Baton Rouge. This work is estimated as costing in the neighborhood of \$1,200.

We propose that the work be carried out in accordance with Part II - Design and Construction, of Term Contract between us dated May 29, 1945. In view of the fact that your services will consist essentially of construction, we propose that this work be considered a Class "C" project. Any insurance recommendations other than Workmen's Compensation insurance covering your employees are to be submitted to us for approval. In view of the size of this project, we recommend that all clerical work and reports be reduced to a minimum.

If the foregoing is acceptable to you will you kindly so advise.

Very truly yours,

J. H. Schaefer
Vice President

8-3

cc: NYB BB
Pro. Div.: NY, Bos., Houston) 6/6/46
Contract File: NY, Bos.)

SAFE FILE

SMK
RWC

SAFE FILE

Attached to

S. & W.E.C.
File No. 3288 3285
Doc. No. 15

June 5, 1946

Mr. J. H. Schaefer, Vice President
Ethyl Corporation
Manufacturing and Traffic Department
Chrysler Building
405 Lexington Avenue
New York 17, New York

COOLING WATER FACILITIES
NO. 3 ETHYL CHLORIDE PLANT
BATON ROUGE, LOUISIANA

Dear Mr. Schaefer:

This is to acknowledge and thank you for your letter of May 31 authorizing our services in connection with the installation of additional cooling water facilities for the No. 3 Ethyl Chloride Plant.

This work will be carried out in accordance with Part II - Design and Construction, of Term Contract dated May 29, 1945 and will be considered as a Class "C" project.

Very truly yours,

Karl Finsterbusch
Vice President

KF:AAR

cc:NYB BB

Pro. Div.: NY, Bos., Houston
Contract File: NY, Bos.

SAFE FILE

NYB.
WTR.
J.H.
SMK
RWL
LFG
CHB
J.H. m.f.

SAFE FILE

ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

May 31, 1946

NOTED JUN 5-1946 K.F.

404726

PLEASE ADDRESS REPLY TO
CHRYSLER BUILDING
405 LEXINGTON AVE., NEW YORK 17, N.Y.

S. & W.E.C.
File No. 588 328
Occ. No. 4
<i>Att. to 8</i>

8.07918

Mr. K. Finsterbusch
Stone & Webster Engineering Corporation
90 Broad Street
New York 4, New York

Dear Mr. Finsterbusch:

The Ethyl Corporation requests the services of Stone & Webster Engineering Corporation in connection with a construction project covering the erection of 2 - 5,000 barrel hortonspheres at our Baton Rouge, Louisiana, Plant. These hortonspheres were recently purchased from Alabama Ordnance Works. They have been dismantled and will be erected at Baton Rouge by the Chicago Bridge and Iron Company. Under our contract with Chicago Bridge and Iron Company we are to provide suitable foundations for the spheres and necessary connecting piping and services.

We wish Stone & Webster Engineering Corporation to do the following work for us in connection with the re-erection of these spheres: (1) Excavations, form and concrete work for foundations and fire-walls, (2) Installation of a 3" firing line from Ethyl Chloride Storage, including the construction and installation of the necessary pipe supports and road bridges, (3) Re-location of plant fence and fence lighting facilities, (4) Installation of a 6" fire line and fire hydrant near the hortonspheres, (5) Installation of a 1-1/2" air line to the hortonspheres, (6) Installation of concrete ducts and 6" castiron drain lines to drain the fire-wall enclosures, (7) Installation of No. 6 T.B.W.P. control wires to the pump at the hortonspheres and 110-220-440 volt service, together with necessary wire and poles, (8) Construction of concrete pump sump and installation of a 4" castiron drain line from the pump sump, (9) Installation of necessary wiring, transformers and electrical facilities for temporary 440-volt service for welding equipment. We understand that this work has already been discussed in detail with your field supervisor at Baton Rouge.

We propose that the foregoing work be carried out in accordance with Part II - Design and Construction, of Term Contract between us dated May 29, 1945. In view of the fact that your services will consist essentially of construction, we propose that the work be considered a Class "C" project. Any engineering and drafting services required for this work will be supplied under Article X (d) at cost plus an equal amount to cover overhead expense. Any insurance recommendations other than Workmen's Compensation insurance covering your employees engaged in this work are to be submitted to us for approval. In view of the size of this project, we recommend that all clerical work and reports, etc., be reduced to a minimum.

SAFE FILE

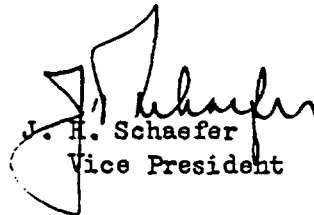
2.

Mr. K. Finsterbusch
Stone & Webster Engineering Corporation

May 31, 1946

If the foregoing is acceptable to you, will you kindly so
advise.

Very truly yours,


J. H. Schaefer
Vice President

8-3

cc: NYB BB)
Pro. Div.: NY, Bos., Houston) 6/6/46
Contract File: NY, Bos.)

SAFE FILE

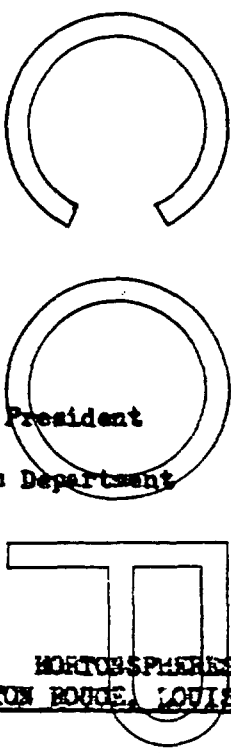
7818

SMK
RWC

S. & W.E.C.
File No. ~~588~~ 3285
Doc. No. 14

Attached to

June 5, 1946



Mr. J. B. Schaefer, Vice President
Ethyl Corporation
Manufacturing and Traffic Department
Chrysler Building
405 Lexington Avenue
New York 17, New York

HORTON SPHERES
BATON ROUGE, LOUISIANA

Dear Mr. Schaefer:

Thank you for your letter of May 31 authorizing us to undertake various work in connection with the re-erection of two 5,000 barrel horton spheres at your Baton Rouge, Louisiana Plant. This letter will constitute our acceptance and confirm the understanding that the work will be carried out in accordance with Part II - Design and Construction, of the Term Contract between us dated May 29, 1945, and will be considered a Class "C" undertaking.

Very truly yours,

Karl Finsterbusch
Vice President

J.O. 7818

KF: AAR

cc: NYB BB

Pro. Div.: NY, Bos., Houston
Contract File: NY, Bos.

SAFE FILE

ORDER

ETHYL CORPORATION
SAFE FILE



TO Stone & Webster Engineering Corporation P. O. No. T-27164
Boston, Massachusetts

REQ. No. T-3266

SHIP TO Ethyl Corporation
TEL Plant
Baton Rouge, Louisiana

ORDER DATE May 30, 1946

INVOICE TO (4 COPIES)

DELIVERY DATE -

Ethyl Corporation
P. O. Box 341
Baton Rouge 1, Louisiana

VIA Cheapest Way

TERMS Net 30 Days F.O.B. -

3285
File No. 3285
Doc. No. 3285
SAFE FILE

M NO.	QUANTITY	MATERIAL	PRICE
1		Construct And Install Transite Awnings On Maintenance Office Building Windows. Bottom Of Awnings To Be Covered With Fly Screen. Work To Be Done According To Stone & Webster's Contract With Ethyl Corporation. - Ethyl Is To Furnish Transite. NOTE:- The Attached "CONDITIONS GOVERNING WORK BY INDEPENDENT CONTRACTORS" is A Part Of This Order. <i>Conditions Governing Work by Independent Contractors attached to original order in Safe File</i> CONDITIONS AND INSTRUCTIONS SAFE FILE	Advise

The seller or contractor, by accepting this purchase order, agrees to comply with the terms and conditions on the reverse side hereof.

PACKING SLIPS showing the order number must be placed in each package.
PURCHASE ORDER NUMBER MUST BE SHOWN ON ALL DOCUMENTS AND PACKAGES.

ETHYL CORPORATION
By *Henry Miller*
PURCHASING AGENT

ORDER

ETHYL CORPORATION

SAFE FILE


 TO Stone & Webster Engineering Corp.
 Boston, Mass.

P. O. No. E-33626

REQ. No. ELA-46-9282

 SHIP TO Ethyl Corporation
 ELA Plant
 Baton Rouge, La.

S. & W. E. C.

File No. 3285

ORDER DATE Dec. 10, 1946

INVOICE TO (4 COPIES)

Doc. No. 42

DELIVERY DATE -

 Ethyl Corporation
 P. O. Box 341
 Baton Rouge, La.

Att. to 8

VIA -

TERMS Net 30 Days F.O.B.-

QM NO.	QUANTITY	MATERIAL	PRICE
		Furnish Necessary Labor & Material To Install A New 150' High Flare Stack With Ladder & Guys, A New Seal Drum With Necessary Piping And All Foundation Work On The Above Items. THIS IS IN ACCORDANCE WITH BATON ROUGE FORCES' ESTIMATE #17 "CONDITIONS GOVERNING WORK BY INDEPENDENT CONTRACTORS" IS A PART OF THIS ORDER. SAFE FILE CONDITIONS AND PRECEDENTS	\$12,560.
		PLEASE 4 FURNISH COPIES 4 INVOICE	

The seller or contractor, by accepting this purchase order, agrees to
 comply with the terms and conditions on the reverse side hereof.

PACKING SLIPS showing the order number must be placed in each package.
 PURCHASE ORDER NUMBER MUST BE SHOWN ON
 ALL DOCUMENTS AND PACKAGES.

ETHYL CORPORATION

BY

PURCHASING AGENT

ORDER

ETHYL CORPORATION

3385
File No. 3385
Doc. No. 79
Att. to 8



7818
TO Stone & Webster Engineering Corporation P. O. No. T-33255
Boston, Mass.

SAFE FILE

REQ. No. T-6803

SHIP TO Ethyl Corporation
TEL Plant
Baton Rouge, Louisiana

ORDER DATE December 2, 1946

INVOICE TO (4 COPIES)

DELIVERY DATE -

Ethyl Corporation
P. O. Box 341
Baton Rouge 1, Louisiana

VIA -

F.O.B. -

TERMS Net 30 Days

Q. NO.	QUANTITY	MATERIAL	PRICE
		Please Alter Existing Bldg. Location on The East End of the Engineering and Maintenance Buildings to Provide For Office Space for Contractors in Preforming Work on Projects BR-780 and BR-795	\$ 6,020
THIS IS IN ACCORDANCE WITH YOUR BATON ROUGE FORCES' ESTIMATE #18			
THE ATTACHED "CONDITIONS GOVERNING WORK BY INDEPENDENT CONTRACTORS" IS A PART OF THIS ORDER			
PLEASE 4 FURNISH COPIES INVOICE			
SAFE FILE			

The seller or contractor, by accepting this purchase order, agrees to comply with the terms and conditions appearing on the face and on the reverse side hereof.

IMPORTANT — Render invoices in triplicate.
PACKING SLIPS showing the order number must be placed in each package.
PURCHASE ORDER NUMBER MUST BE SHOWN ON
ALL DOCUMENTS AND PACKAGES.

ETHYL CORPORATION
BY Frank Miller
PURCHASING AGENT

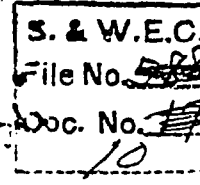
SAFE FILE

CC: Mr. C. W. Bond
Mr. W. J. Henry
Mr. P. L. Griffiths
Mr. P. B. Monahan
Mr. R. H. Cowlishaw
Mr. J. S. Southwick

ETHYL CORPORATION
MANUFACTURING AND TRAFFIC DEPARTMENT

September 16, 1946

PLEASE ADDRESS REPLY TO
CHRYSLER BUILDING
350 LEXINGTON AVE., NEW YORK 17, N.Y.



NOTED SEP 17 1946

NOTED SEP 17 1946 J.W.V.

Mr. K. Finsterbusch
Stone & Webster Engineering Corporation
90 Broad Street
New York 4, New York

Dear Mr. Finsterbusch:

The Ethyl Corporation requests the service of Stone & Webster Engineering Corporation in connection with the design and construction of new Ethyl fluid drumming facilities, including building, to be erected at the site of its Baton Rouge, Louisiana, Plant.

We wish Stone & Webster Engineering Corporation to do the following work in connection with this project:

- (a) Design building and equipment for Ethyl fluid drumming, including reconditioning of drums, etc.
- (b) Construct building and building extension with necessary plumbing, drainage, fire protection, lighting, heating, ventilation, and provide power for same; install equipment for drum loading and reconditioning, and perform all necessary yard work and provide yard facilities including grading, construction of retaining walls and railroad siding, relocating of roadways and parking areas, laying of service, process and power lines, etc.

We propose that the foregoing work be carried out in accordance with Part II, Design and Construction of Term Contract between us, dated May 29, 1945. In view of the fact that your work will involve a relatively large amount of engineering, considering the project as a whole, and a relatively large amount of services from the Construction, Purchasing and other Departments of your Company, we are agreeable that this work be considered a Class A project and as such the fee for your services to be at the rate of 8-3/4 percent of the cost of the work (estimated at \$700,000).

SAFE FILE

September 16, 1946

Will you please submit to us your insurance recommendations, other than Workmen's Compensation Insurance covering Stone & Webster employees engaged in this work, for approval. We understand that your representatives have discussed with our Finance Department the accounting procedure to be employed and a detailed outline of the practice will be submitted to us for approval at an early date.

We have discussed with the New Orleans office of CPA the question of ordering long term delivery materials not on the restricted list prior to their approval of our CPA application and they have raised no objections. In accordance herewith, we hereby authorize you, as soon as practical, to issue purchase orders covering any long term delivery materials not on the CPA restricted list.

By this letter, Stone & Webster is authorized to charge to the Ethyl Corporation any costs incurred by you in connection with this work prior to the date hereof.

If the foregoing proposal is acceptable to you, will you kindly so signify by signing this letter in duplicate in the space provided for therein and return one copy to us for our files.

Very truly yours,


J. H. Schaefer
Vice President

ACCEPTED:

STONE & WEBSTER ENGINEERING CORPORATION

By Karl Finsterbusch
Vice President

Date September 20, 1946

cc:NYB BB FAS (2)
Pro. Div.:NY, Bos) 9/20/46
Contract File: NY)

STONE & WEBSTER ENGINEERING CORPORATION

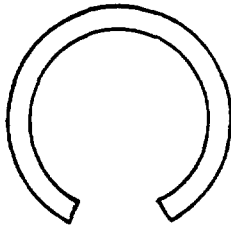
7889

SAFE FILE

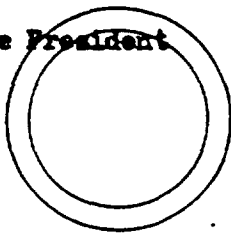
attached to

S. & W.E.C.
File No. 32 32
Doc. No. 10

September 20, 1946

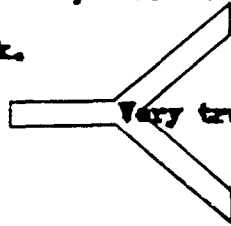


Mr. John H. Schaefer, Vice President
Ethyl Corporation
Chrysler Building
405 Lexington Avenue
New York 17, New York



Dear Mr. Schaefer:

Enclosed is a copy of your letter of September 16
authorizing us to proceed with the design and construction of the
new Ethyl Fluid Drumming Facilities at Baton Rouge, Louisiana.
We have signed the acceptance provision of this letter and wish
to thank you for this work.



Very truly yours,

Karl Finsterbusch
Vice President

Enclosure

KF:AAE
cc:NYB BB FAS(2)
Pro. Div.: NY, Bos
Contract File: NY, Bos

SAFE FILE

SAFE FILE

cc: Mr. E. Finsterbusch
Mr. C. W. Bond
Mr. W. J. Henry
Mr. P. B. Monahan
Mr. R. H. Cowlishaw

~~J.O. 7810~~

NOTED SEP 20 1946 K.F.

S. & W.E.C.
File No. 328 328
Subj. No. 11

Mr. P. L. Griffiths

~~attached~~
New York ~~to~~

E. A. Yaeger

New York

Contract with Stone & Webster
Engineering Corporation

September 11, 1946

NOTED SEP 18 1946 J.W.V.

Under date of May 31, 1946, we authorized Stone & Webster Engineering Corporation to prepare preliminary plans and a cost estimate for drumming facilities at Baton Rouge. This work was undertaken under Part I of our Term Contract with Stone & Webster. This study was assigned J.O. 7810 by Stone & Webster and is now complete.

We are today authorizing Stone & Webster to proceed with the design and construction of the drumming facilities for Baton Rouge. Under our Term Contract, Stone & Webster is authorized to invoice us under Part I at their regular expert or per diem rate, except in such cases where the project is subsequently authorized under Part II of our Term Contract, in which case the charge is to be adjusted to $\frac{2}{3}$ their regular expert or per diem rate.

Since the work completed under J.O. 7810 is being authorized by us under Part II of the Term Contract, the invoice covering same should be at $\frac{2}{3}$ of Stone & Webster's regular expert or per diem rate. An invoice in accordance therewith will be acceptable. The invoice should show on its face that the charge is adjusted to $\frac{2}{3}$ their regular expert or per diem rate by virtue of subsequent authorization under Part II of our Term Contract.

E. A. Yaeger

8:03

SAFE FILE

J.O. 7889
7810

SAFE FILE

407139

*attached
to*

S. & W.E.C.
File No. 582 398
Doc. No. 11

September 20, 1946

Mr. F. A. Stevens
Stone & Webster Engineering Corp.
90 Broad Street
New York 4, New York

ETHYL CORPORATION
ETHYL FLUID DRUMMING FACILITIES
BATON ROUGE, LOUISIANA
J.O. 7810 - REPORT
J.O. 7889 - DESIGN AND CONSTRUCTION

Dear Mr. Stevens:

Attached is copy of Ethyl Corporation's letter of September 16 authorizing us to proceed with the design and construction of the subject facilities under the conditions of Part II of our Term Contract. The original of this letter is being sent to Boston for the Contract File.

You will note that the next to the last paragraph on Page 2 of Ethyl's letter refers to work done prior to the date thereof which is intended to cover work we have done since we received their verbal authorization to proceed with the design and construction, which was about August 9 when Ethyl asked that Mr. Casselman go to Baton Rouge to finalize the basis of design for this job. I believe Mr. Casselman arrived in Baton Rouge, Monday, August 12, so that any charges from the date of their verbal authorization would come under the design and construction work.

This same paragraph of their letter of September 16 does not refer to the report we made on this job under J. O. 7810, which was done on the basis of Part I of our Term Contract at per diem rates and will now be billed with the rates adjusted to two-thirds per diem in accordance with the Term Contract. Also attached is copy of Mr. Yaeger's memorandum of September 11 to their Mr. Griffiths explaining that the work under J. O. 7810 has now been completed and will be billed on the two-thirds basis. Please note the reference, in the last paragraph of this memorandum, to how they would desire the charges to be shown on our invoice.

Very truly yours,

Karl Finsterbusch

Enclosures

KF:AAR

cc:NYb BB Contract File:NY

Pro.Div.: NY, Bos

SAFE FILE

SAFE FILE

ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

November 12, 1946

S. & W.E.C.
File No. 3285-588-1
Doc. No. 12

PLEASE ADDRESS REPLY TO
CHRYSLER BUILDING
406 LEXINGTON AVE., NEW YORK 17, N.Y.

JQ. 7911

Mr. K. Finsterbusch
Stone & Webster Engineering Corporation
90 Broad Street
New York 4, New York

Dear Mr. Finsterbusch:

The Ethyl Corporation requests the services of Stone & Webster Engineering Corporation in connection with the erection of new ethylene dichloride manufacturing facilities at its Baton Rouge, Louisiana, Plant. We wish Stone & Webster to perform the construction work only for this expansion.

We propose that the foregoing work be carried out in accordance with Part II - Design and Construction - of Term Contract between us, dated May 29, 1945. Since your Company is to perform the construction work only, this will be a Class "C" Project and will carry a fee of six and one-quarter per cent (estimated completed cost one hundred and twenty-five thousand dollars) of the "Cost of the Work" as same is defined in the Term Contract.

Will you kindly see that insurance coverage for the work is in accordance with the terms and conditions stipulated by Mr. Southwick for insurance coverage on work to be performed by Stone & Webster for Ethyl's account.

By this letter Stone & Webster is authorized to charge to the Ethyl Corporation any expenses incurred by your organization in connection with this work prior to the date hereof.

If the foregoing proposal is acceptable to you, will you kindly so signify by signing this letter in duplicate in the space provided for herein and return one copy to us for our files.

Very truly yours,

J. A. Costello
J. A. Costello

8-3

ACCEPTED:

STONE & WEBSTER ENGINEERING CORPORATION

By Karl Finsterbusch

Date November 15, 1946

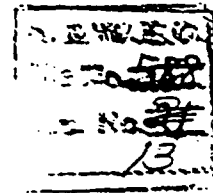
SAFE FILE

SAFE FILE

ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

December 18, 1946



PLEASE ADDRESS REPLY TO
CHRYSLER BUILDING
405 LEXINGTON AVE., NEW YORK 17, N.Y.

Mr. K. Finsterbusch
Stone & Webster Engineering Corporation
90 Broad Street
New York 4, New York

NOTED DEC 20 1946

Dear Mr. Finsterbusch:

The Ethyl Corporation requests the services of Stone & Webster Engineering Corporation in connection with proposed plant expansion program now under consideration by the Ethyl Corporation at its Baton Rouge, Louisiana, Plant.

We wish Stone & Webster Engineering Corporation to make a preliminary investigation of expansion facilities, including an ethane cracking plant, fractionating facilities, a chlorination plant and an ethylene dichloride plant, all in accordance with arrangements between Ethyl Corporation and Stone & Webster representatives.

We propose that the foregoing work be carried out under Part I, Consulting Engineering, of the Term Contract between us dated May 29, 1945. Your compensation for this work will be at your regular expert or per diem rates of the members of your organization for the term during which they are engaged in the work, plus travelling and incidental expenses. Should the work subsequently be authorized under Part II of the Term Contract, an adjustment to two-thirds of your regular expert or per diem rates will be made when the projects are released for construction.

By this letter Stone & Webster is hereby authorized to charge to the Ethyl Corporation any costs incurred by you in connection with the work prior to the date hereof.

If the foregoing proposal is acceptable to you, will you kindly so signify by signing this letter in duplicate in the space provided below and return one copy to us for our files.

Very truly yours,

J. A. Costello

8-3

ACCEPTED:

STONE & WEBSTER ENGINEERING CORPORATION

By Karl Finsterbusch

Date December 20, 1946

SAFE FILE

100 8027

ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

NOTED SEP 11 1947

September 5, 1947

PLEASE ADDRESS REPLY
TO: BOX 341
BATON ROUGE, LA.

Stone & Webster Engineering Corporation
90 Broad Street
New York 4, New York

PLANT EXPANSION - BATON ROUGE, LOUISIANA

S. & W. E. C.
File No. 3285
Rec. 11
SAFE FILE

Dear Sirs:

The Ethyl Corporation requests the services of Stone & Webster Engineering Corporation in connection with the design and construction of facilities for the expansion of its plants at Baton Rouge, Louisiana, the work to be performed under the terms and conditions of the Term Contract between us dated May 29, 1945.

The new facilities to be included in the expansion program are briefly as follows:

Sodium Area

Salt evaporation, sodium handling, chlorine handling, additional rectifying units, and revisions to electrical system together with additional general facilities.

Tetraethyl Lead Area

Lead pot and furnace, lead-sodium alloy, steam jet refrigeration, nitrogen, TEL building and wash house, and fluid blending building, together with necessary storage, purification and general facilities.

Ethyl Chloride Area

No. 4 ethyl chloride, ethylene dichloride, ethylene production and purification, and vinyl chloride pilot plant together with necessary general facilities.

Since it is at this time impossible to estimate the extent of your services in connection with each of the specific items of work to be undertaken hereunder, including engineering, purchasing, expediting and accounting, it is suggested that we hold in abeyance the determination of the fee percentage of the "Cost of the Work" on which your

9-5-47

compensation is based until we can more clearly define the specific work to be undertaken by you. As in the past it is our desire to fix the total amount of your compensation for this work on the basis of a mutually approved definitive estimate of the Cost of the Work. At the time this estimate is available, we can also establish the fee percentage.

By the terms of this letter, you are authorized to charge us any expenses incurred by your organization in connection with this work prior to the date hereof.

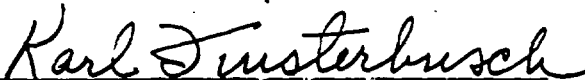
If the foregoing is acceptable, will you kindly so signify by signing this letter in duplicate in the space provided below and return one copy to us for our files.

Very truly yours,


J. H. Schaefer
Vice President

Accepted:

STONE & WEBSTER ENGINEERING CORPORATION

By 
Karl Finsterbusch
Vice President

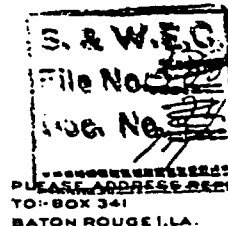
Date September 12, 1947

SAFE FILE

ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

February 14, 1948



File EMS
Problem No. 1257-3B
S & W J.O. No. 8027-C

Stone & Webster Engineering Corporation
49 Federal Street
Boston 7, Massachusetts

ATTENTION: Mr. Harry S. Houghton

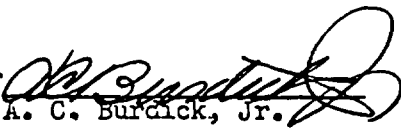
Gentlemen:

HYDROCARBON GAS DRYER
NO. 4 ETHYL CHLORIDE PLANT - ETHYL CHLORIDE AREA
PLANT EXPANSION - BATON ROUGE

In your letter of February 5, 1948 you advised that the cost estimate and design of the component parts of the drying unit would be completed in the next few weeks. In order to save you needless work, we would advise your stopping activity on this job for the time being. The feed stream has been changed and as a consequence a new material balance will have to be made and the drying unit re-evaluated on the basis of new stream specifications. This information will be forwarded to you as soon as it can be developed.

Very truly yours,

B. B. Turner
Assistant Resident Manager

Per 
A. C. Burdick, Jr.
Engineering Superintendent

EPB:hm

CC: Mr. W. J. Henry
Dr. H. E. O'Connell
Mr. B. B. Turner
Mr. F. J. Maslyk (2) S & W, Baton Rouge

SAFE FILE

502507

MAR 15 10 PM



S & W E C	
File No.	17
Doc. No.	17

28

*Recd via
Burrage*

STONE AND WEBSTER BOSTON 511 3-15-48

BATON ROUGE LA BR 72 MARCH 15, 1948 3:10 P CST MSG 52
STONE AND WEBSTER ENGR CORP

THIS IS TO AUTHORIZE A CHANGE IN SCOPE IN THE ETHYL CHLORIDE FACILITIES, JO 5001-C, OF OUR PLANT EXPANSION PROGRAM AND TO REQUEST THE INSTALLATION OF TWO ADDITIONAL - THREE TOTAL - HCL BURNERS AND AUXILIARY EQUIPMENT IN ACCORDANCE WITH YOUR RECENT DISCUSSIONS IN BOSTON WITH OUR DR O'CONNELL. IN ACCORDANCE WITH PROCEDURE YOU ARE TO INFORM US OF THE RESULTS IN ESTIMATED ADDITIONAL COSTS INVOLVED.

B B TURNER -

A C BURDICK JR

3:14 PM ST

END SCF

RND MCS

ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

August 11, 1948

J.O. 8027-C

SAFE FILE

Adv. to

S. & W.E.C.
File No. <i>3285</i>
Doc. No. <i>17</i>

PLEASE ADDRESS REPLY
TO: BOX 341
BATON ROUGE, LA.

File EMS
Problem 1257-3L

Stone & Webster Engineering Corporation
49 Federal Street
Boston 7, Massachusetts

Gentlemen:

PROCESS REVISION
#4 ETHYL CHLORIDE PLANT - ETHYL CHLORIDE AREA
PLANT EXPANSION - BATON ROUGE

Please refer to the letter of May 5, 1948, from your Mr. W. F. Ryan which transmitted an estimate of \$6,700, exclusive of the services of Constructing Engineers, for work to rearrange the flow of vapors between the reactors and the residual towers and the purchase and installation of a new separator drum, C-D-37, all of which was verbally authorized by our Mr. H. H. Wall, April 9, 1948.

We wish to approve your adding this estimate to the definitive estimate.

Very truly yours,

B. B. Turner
Assistant Resident Manager

Per: *A. C. Burdick*
A. C. Burdick, Jr.
Engineering Superintendent

GSR:ebbs

CC: Dr. H. E. O'Connell
Mr. W. J. Henry
Mr. B. B. Turner
Mr. F. J. Maslyk (2)-S & W, Baton Rouge

SAFE FILE

SAFE FILE

ETHYL CORPORATION

MANUFACTURING AND TRAFFIC DEPARTMENT

April 19, 1948

PLEASE ADDRESS REPLY
TO: BOX 341
BATON ROUGE, LA.

File EMS
Problem 1421-3F

S & W
J. O. No. ~~3027~~
8147

NOTED APR 27 1948

W. E. C.
No. ~~3027~~ 328
No. ~~3027~~ 328

Stone & Webster Engineering Corporation
49 Federal Street
Boston 7, Massachusetts

Gentlemen:

REVISIONS TO NO. 3 ETHYL CHLORIDE PLANT
ETHYL CHLORIDE AREA
PLANT EXPANSION - BATON ROUGE

In the conferences held in New York during December, 1947, it was arbitrarily decided that Ethyl would handle the engineering and construction required to make the No. 3 Ethyl Chloride Plant suitable for operation on Esso Standard's new "light ends" ethylene stream. Now that the job has been more thoroughly studied, we have decided that it would be more advantageous for Stone and Webster to handle all phases of this work (engineering, purchasing, and construction) in view of the similarity of this job with certain phases of the No. 4 Ethyl Chloride Plant. In particular, most of the pressure vessels required for the No. 3 Plant revision are exact duplicates (with possible exception of nozzle orientation) of vessels required for the No. 4 Plant.

In order to expedite this project to take advantage of the early availability of the light ends stream, approval is being given to place duplicate orders with the successful bidder on the corresponding vessel in the No. 4 Plant. The placement of orders should not be held up pending the study of nozzle orientation.

We are attaching to this letter specifications for the major items of equipment (towers, drums, exchangers, and pumps) which are now known to be required. Subsequent investigation may indicate that additional items are required, so the list should not be considered as fixed. Specifications on piping, instruments, etc. have not been handled at the time of this writing, but will be forwarded later. It is possible that the piping revisions could be made in the field to dispense with piping detail drawings.

SAFE FILE

Stone & Webster Engr. Corp.

Page 2

April 19, 1948

We should appreciate your accepting this added project and proceeding with its construction.

Yours very truly,

B. B. Turner
Assistant Resident Manager

Per: 
A. C. Burdick, Jr.
Engineering Superintendent

EPB:ebbs

CC: Mr. W. J. Henry
Dr. H. E. O'Connell
Mr. J. B. Rhorer
Mr. J. H. Schaeffer
Mr. B. B. Turner
Mr. F. J. Maslyk (2)-S & W, Baton Rouge

STONE & WEBSTER ENGINEERING CORPORATION

90 BROAD STREET, NEW YORK 4

NEW YORK
BOSTON
CHICAGO
HOUSTON
PITTSBURGH
LOS ANGELES
SAN FRANCISCO

S. & W. E. C.
File No. <u>328</u>
Doc. No. <u>21</u>

April 28, 1948.

Mr. J. H. Schaefer, Vice President
Ethyl Corporation
Baton Rouge, Louisiana.

J.O. 7880 and 8027E + 8027F
ETHYL AND VINYL CHLORIDE FACILITIES

Dear Mr. Schaefer:

As discussed in our meeting at Baton Rouge on April 9th, we are outlining herein our suggested arrangement for terminating our activities on the Ethylene Plant, our J.O. 8027E and Vinyl Pilot Plant, our J. O. 8027F, since you have deferred their construction and removed them from the scope of the work under the Expansion Program.

Our services for engineering, drafting, inspection and expediting have been segregated for each of the jobs in the Expansion Program and the amount expended at salary rates for the Ethylene Plant will be determined. We propose that an equal amount to cover our administrative and incidental costs be paid us in addition to a Class "C" fee which, in view of the fact that the total work now contemplated under the Program is in excess of \$15,000,000, would be 3% of the Cost of the Work which would include direct pay rolls, the 100% overhead allowance on these and any other costs and expenses applicable to J.O. 8027E.

Similarly, we propose that the Vinyl Pilot Plant be treated in the same manner except that in this case the Cost of the Work to which the Class "C" fee would apply would also include any equipment and materials purchased for this plant on which delivery has been taken and such cancellation charges as there may be.

You will, of course, realize that the fee will be a relatively small amount in either case.

Prior to your authorization to proceed with the work under the Expansion Program, we had made a design report and economic studies on the facilities for the Ethyl Chloride Area, including the Ethylene Plant, Ethyl Chloride and Ethylene Dichloride Plants under our J.O. 7880. This

April 28, 1948.

work was performed under Part A of the Term Contract and was billed at per diem rates for the engineering services. As provided in the Term Contract, these services, upon your authorization for construction, were to be reduced to two-thirds per diem which would now be applicable to that part of the services pertaining to the Ethyl Chloride and Ethylene Dichloride Units which are still a part of the Expansion Program. However, since our record of the actual time spent on this work was not segregated between the three individual phases of the study, we cannot determine specifically what part of the services applied to the Ethylene Plant which is no longer included in the program and although we estimate that approximately half of the time was devoted to this plant, we propose to reduce all of the per diem charges to the two-thirds basis which will result in a credit to you of approximately \$3,300.

If the foregoing meets with your approval, will you kindly so signify as provided below and return one copy for our files.

Yours very truly,

Karl Finsterbusch

Karl Finsterbusch
Vice President.

Accepted May 10, 1948

ETHYL CORPORATION

By

J. H. Sch...er
Vice President.

STONE & WEBSTER ENGINEERING CORPORATION

J.O. 8027-K

November 22, 1948

AIR MAIL

Mr. John H. Schaefer, Vice President
Ethyl Corporation
P.O. Box 341
Baton Rouge 1, Louisiana

3285
Date No. 11/23/48
Rec. No. 23

SECOND EXPANSION PROGRAM

Dear Mr. Schaefer:

This will acknowledge your letter of November 11th regarding the purchasing of equipment and materials for the seventh Tetraethyl Lead Manufacturing Building and related facilities. We understood that you desire to avoid delay by having us proceed with the purchases until such time as decision is reached on the selection of a contractor to perform the necessary engineering, procurement and construction work, which decision, at the time of the discussions, you knew would not be reached prior to November 16th.

Your understanding of the agreements reached between Mr. B. B. Turner and Mr. Harry Houghton is essentially correct except as indicated in the following which refers to the correspondingly designated subparagraphs of your letter:

- (a) Correct. However, the following should be added, which was part of the understanding:

"... until the contractor to perform the necessary engineering, procurement and construction work has been selected but not later than December 10, 1948."
- (b) Correct.
- (c) Correct.
- (d) Correct, except that we have changed the designation for this work from J. O. 8027-I to J. O. 8027-K

- (e) One of the purposes of giving the main job order number 8027 a designating letter (now K) was to be able to segregate time of personnel devoted to this work and any expenses from those to be charged to the job order number suffixes A to H. Therefore, we suggest that this subparagraph read as follows:

"(e) Inasmuch as purchases for the Second Expansion Program will be made over a limited period and will be accomplished by using the available local personnel of Stone & Webster Engineering Corporation, the time spent on such purchasing and any expenses incurred will be charged to J.O. 8027-K. However, Stone & Webster Engineering Corporation will not charge any fee for such purchasing work."

- (f) This is no longer required since the fact that we will not make any fee charge is covered in the suggested new subparagraph (e).

You will note that the above does not change the principle of the understandings but primarily concerns the proper designation of the purchasing work which is under way. If you are in accord with these suggested changes, we shall be glad to receive an amended letter for our acceptance.

Yours very truly,

Karl Finsterbusch
Vice President

KF:AAR
cc:NYB BosB
Pro.Div.:NY, Bos
FAS(2) HSH
lx

SAFE FILE

STONE & WEBSTER ENGINEERING CORPORATION

90 BROAD STREET, NEW YORK 4



NEW YORK
BOSTON
CHICAGO
HOUSTON
PITTSBURGH
LOS ANGELES
SAN FRANCISCO

CHL

~~3285~~
24

February 11, 1949

NOTED FEB 14 1949 LaCROSSE

Mr. E. LaCrosse
Stone & Webster Engineering Corporation
49 Federal Street
Boston 7, Massachusetts

ETHYL CORPORATION
J. O. 8027A, B, C, D & H AND J. O. 8147

Dear Mr. LaCrosse:

Attached is the signed and accepted original of Mr. Schaefer's letter of February 4th as well as a copy of my transmittal letter returning to him the accepted copy of his letter for the Boston contract file. Mr. Schaefer's letter establishes the fixed fee for the subject jobs on the basis of the present scope of the work as represented by the Status Report as of January 1, 1949. Copies of this letter have been made here for the New York files as well as two for F. A. Stevens.

Very truly yours,

Karl Finsterbusch
Karl Finsterbusch

Enclosures

SAFE FILE

SAFE FILE
ETHYL CORPORATION

BATON ROUGE PLANT

February 4, 1949

16315
~~3285~~
PLEASE ADDRESS REPLY
TO: BOX 341
BATON ROUGE, L.A.

Mr. Karl Finsterbusch
Vice President
Stone & Webster Engineering Corporation
90 Broad Street
New York 4, New York

NOTED FEB 14 1949 LAGROSE

Dear Mr. Finsterbusch:

Reference is made to the engineering and construction work which Stone & Webster Engineering Corporation is performing for Ethyl Corporation at Baton Rouge, Louisiana, assigned your J. O. Nos. 8027 A, B, C, D & H and 8147. In accordance with our Letter of Authorization, dated September 5, 1947, and the Term Contract, dated May 29, 1945, we now propose to establish the fee percentage applicable thereto and determine your compensation for the work authorized. We submit for your consideration the following principles to be used in arriving at your compensation for this work.

The column of the "Status Report as of January 1, 1949" entitled "Total Authorized" shall be accepted as the starting point for the fee computation. The total of this column represents the April and July, 1948 Estimate adjusted by Construction Change Orders covering increases and decreases resulting from further definitive engineering of the work authorized. From this total there shall be subtracted the following costs or credits, which, by Agreement or under the Term Contract, will not be included in the amount on which fee is to be based:

- (a) Allowances for material escalation.
- (b) Increases in material prices.
- (c) Increases in wage rates.
- (d) Taxes and contributions.

SAFE FILE

Mr. Karl Finsterbusch
Page -2-
February 4, 1949

(e) Rebates, discounts, etc. (Since the Total Authorized column does not include any such charges to Ethyl this item will not be reflected in the fee calculation).

From this total there shall also be subtracted the following estimated item of cost:

(f) Normal contingency.

To the total obtained after subtracting the amounts covered by (a) to (f) inclusive, above, there shall be added the following estimated item of cost:

(g) Normal contingency actually used in the fee base items of the work completed to date and a contingency allowance on the fee base items for the work remaining to be done, said contingency determined to be \$750,000 total.

The "Cost of the Work" resulting after these deductions and addition shall be designated hereinafter as the "Fee Base Estimate".

The Fee Base Estimate shall be used for the fee computation. In accordance with the Term Contract, the work covered by our authorization shall be Class "A" and inasmuch as the Fee Base Estimate is in excess of \$15,000,000, your compensation shall be based on a fee of five and three-fourths (5-3/4%) percent. Your compensation subject to change resulting only from (1), (2) and (3) below shall be the Fee Base Estimate times five and three-fourths (5-3/4%) percent less an amount equal to that which Stone & Webster Engineering Corporation would have been required to spend for rental of office space had the Baton Rouge engineering work been carried out at your home office, determined as \$27,500.

The fee as determined above shall be adjusted for the following reasons only:

(1) In the event of a material change in scope of the work as represented by the January 1, 1949 Status Report, the Fee Base Estimate shall be increased or decreased in accordance with a mutually acceptable estimate of the cost of work of such changes in scope and the fee determined herein shall be adjusted either up or down in accordance with the Term Contract and the principles herein established.

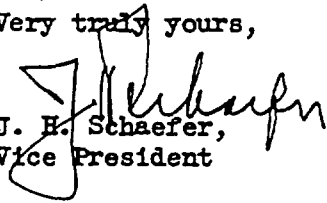
Mr. Karl Finsterbusch
Page -3-
February 4, 1949

(2) Any mutually acceptable changes in the piping costs of J. O. No. 8027 C, D & H as a result of the Definitive Estimate from take-off now being prepared shall be added to or subtracted from the Fee Base Estimate and the fee determined hereunder shall be adjusted up or down in accordance with the Term Contract and the principles herein established, except that such changes shall not include costs of the type identified as items (a) to (f) inclusive, above.

(3) Any mutually acceptable changes in the costs of J. O. No. 8027 A & B not originally included in the January 1, 1949 Status Report under "Total Authorized" shall be added to or subtracted from the Fee Base Estimate and the fee determined hereunder shall be adjusted up or down in accordance with the Term Contract and the principles herein established, except that such changes shall not include costs of the type identified as items (a) to (f) inclusive, above.

Based upon the foregoing your fee has been determined in the attached Fee Calculation. If the foregoing principles for determining the fee due Stone & Webster Engineering Corporation for work authorized under J. O. No. 8027 A, B, C, D & H and No. 8147 and the attached Fee Calculation dated January 28, 1949 are acceptable to you, will you please so indicate by signing this letter in duplicate in the space herein provided and return one copy to us.

Very truly yours,


J. H. Schaefer,
Vice President

ACCEPTED:

STONE & WEBSTER ENGINEERING CORPORATION

By: Karl Finsterbusch

Vice President

Title

Date: February 11, 1949

FEE CALCULATION

January 28, 1949

J. O. 8027 A,B,C,D & H

J. O. 8147

Total

Total Authorized
January 1, 1949 Status Report

\$ 25,123,889

\$ 163,000

\$ 25,286,88

DEDUCTIONS:

(a) Material Escalation	\$ 361,790 148,100	\$ 0	\$ 509,890
(b) Increases in Material Prices	385,655	0	385,655
(c) Increases in wage rates	515,645	0	515,645
(d) Taxes, Contributions	302,410 148,657	2,200 1,000	453,267
(e) Rebates, Discounts	0	0	0
(f) Normal Contingency	2,121,601	13,785	2,135,388
		3,983,858 \$ 21,140,031	16,985 \$ 146,015
			4,000,84 \$ 21,286,04

ADDITIONS:

(g) Normal Contingency used and
Contingency to complete

FEE BASE ESTIMATE

FEE AT 5-3/4%

Less Equivalent Boston Rent

Net Fee

NOTED FEB 14 1949 LACROSSE

756,23

22,036,04

1,267,07

27,50

\$ 1,239,57

STONE & WEBSTER ENGINEERING CORPORATION

SAFE FILE

Att. to

~~3285~~
9

February 11, 1949

Mr. J. H. Schaefer, Vice President
Ethyl Corporation
Baton Rouge, Louisiana

Dear Mr. Schaefer:

We thank you for your letter of February 4th which determines the fee for the present scope of the work on our J. O. Nos. 8027A, B, C, D & E and 8147. Attached is a copy of this letter which has been accepted by us.

Yours very truly,

Karl Finsterbusch
Vice President

Enclosure

KF:AAR
cc:NYB DosB
KF HEB
FAS(2) ELAC

SAFE FILE

SAFE FILE

78125

2

STONE & WEBSTER ENGINEERING CORPORATION

90 BROAD STREET, NEW YORK 4

Mr. Brantley

NEW YORK
BOSTON
CHICAGO
HOUSTON
PITTSBURGH
LOS ANGELES
SAN FRANCISCO

Att to

W.E.C.
File No. <i>3285</i>
Doc. No. <i>25</i>

NOTED SEP 11 1950 K.E.

August 28, 1950.

NOTED SEP 10 1950 F.H.S.

Mr. J. H. Schaefer, Vice President
Ethyl Corporation
100 Park Avenue
New York, N. Y.

Dear Mr. Schaefer:

In your letter of February 4, 1949, which was accepted by us February 11, 1949, the amount of fee payable to us was determined for the work contemplated under your expansion program at Baton Rouge, Louisiana, as covered by our Job Order Nos. 8027A, B, C, D and H and 8147. This letter provided that changes in the piping costs of J.O. Nos. 8027C, D and H would cause an upward or downward adjustment in the fee as a result of definitive estimates which were then being prepared, and also provided for fee adjustment as might be warranted by change in scope of work or changes in the cost of J.O. Nos. 8027A and B as might be mutually acceptable.

The purpose of this letter is to summarize, as outlined below, final fee adjustments in line with our recent discussions:

1. The mutually agreed fee base increase in the piping costs of J.O. Nos. 8027C, D and H is \$173,270.
2. The scope of the work was increased under J.O. No. 8027L and the mutually agreed fee base estimate for the "L" accounts is \$164,105.
3. Construction Change Orders affecting various accounts under J.O. No. 8027 totaled \$660,228 for fee base items. However, since certain of this work could not be classed as increase in scope, it was mutually agreed that one-half of this amount would be included in the fee base estimate, i.e., an increase of \$330,114.
4. Memo Work Orders, which covered direct instructions to our construction forces, totaled \$134,480 for fee base accounts. However, it was agreed that no fee would be charged on these Memo Work Orders.
5. Standby Operations covered services and work during the preliminary operation of the new facilities and totaled \$41,195

SAFE FILE

August 28, 1950.

for the fee base accounts. Although no amount had been included in our definitive estimates or in the January 1, 1949 Status Report to cover preliminary operation, it was agreed that no fee would be charged for Standby Operations.

6. Certain miscellaneous work in the various areas remained to be completed in December, 1949 when by agreement our construction activities at the job site were brought to a close. The subsequent labor performed and material supplied by Caldwell & McCann were estimated at \$287,400. It was mutually agreed that this amount would be deducted from the fee base estimate.

If the foregoing and the attached Calculation of Additional Fee, dated August 4, 1950, are acceptable to you, will you please so indicate by signing this letter in duplicate in the space provided herein and return one copy to us.

Yours very truly,

Karl Finsterbusch

Karl Finsterbusch
Vice President.

Enclosure

Accepted: *Sept 11*, 1950

ETHYL CORPORATION

J. H. Schaefer
J. H. Schaefer, Vice President.

CALCULATION OF ADDITIONAL FEE
AUGUST 4, 1950
J.O. NOS. 8027A, B, C, D, H & L

1. Increase in J.O. Nos. 8027C, D & H, Piping -	\$173,270.
2. Additional for J.O. No. 8027L -	164,105.
3. Construction Change Orders -	330,114.
4. Memo Work Orders -	-
5. Standby Operations -	-
TOTAL	\$667,489.
6. Less Caldwell & McCann, Labor -	<u>287,400.</u>
Net increase in FEE BASE ESTIMATE -	\$380,089.
Additional Fee at 5-3/4%	\$ 21,855.