

File **BARNARD AND BURK, INC.** *Dock Contract*

ENGINEERS & CONSTRUCTORS

MAYFAIR DRIVE - PARK PLAZA

BOX 15648

BATON ROUGE, LA. 70815

June 3, 1974

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Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

**PLAINTIFF'S
EXHIBIT**

ETCO-66

Attention: Mr. E. V. Trahan

Re: Proposed Fuel Oil
Unloading Dock

Gentlemen:

In accordance with our discussion last Friday, we hereby augment the scope of the preliminary engineering study proposed by us in our letter to you dated May 2, 1974. Within the scope of this study, we propose to:

- 1 - Provide configuration scheme drawings of dock and access bridge, complete with comparative cost breakdowns of both fixed and floating platform docks, etc. The location of the dock on the configuration scheme drawings is to be tied in with the Corps of Engineers location monuments.
- 2 - Prepare a general engineering and construction project schedule with particular attention given to delivery of critical items such as pile materials and loading arms.
- 3 - Review of plans and specifications with Regulatory Bodies having interest or permit authority.
- 4 - Prepare permit application material for Ethyl to submit to agencies having permit authority.
- 5 - Prepare and administer a subcontract for a hydrographic survey of the river bank area to facilitate optimization of dock location within the property boundaries.
- 6 - Analyze existing bank stability data and make determination as to need to perform additional bank stability analyses.

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June 3, 1974
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For each manhour expended by members of our staff in execution of this assignment, we offer a reimbursable rate of actual salaries times a 2.25 multiplier with out-of-pocket costs reimbursable at our cost plus 5%.

We estimate the cost for our services in the execution of this assignment will not exceed Ten Thousand Dollars excluding the subcontract for hydrographic survey which we estimate will not exceed Three Thousand Dollars.

We will not exceed the above costs without explicit further written instructions from Ethyl Corporation.

Reimbursable cost as outlined above, will be billed monthly reflecting project costs as of the 30th of each month and shall be paid to contractor within twenty (20) days thereafter.

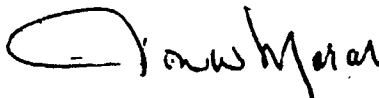
We estimate the duration of this study as defined above, will not exceed two months provided this work is awarded within two weeks.

We appreciate this opportunity to present this proposal and look forward to again be of service to Ethyl Corporation.

If we may be of further assistance, please call me.

Yours very truly,

BARNARD AND BURK, INC.



Jon W. Morar
Sales Representative

JWM/bm

BARNARD AND BURK, INC.
ENGINEERS & CONSTRUCTORS
MAYFAIR DRIVE - PARK PLAZA
BOX 15648
BATON ROUGE, LA. 70815

May 2, 1974

Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

Attention: Mr. E. V. Trahan

Gentlemen:

In accordance with our meeting in your office yesterday, Barnard and Burk is pleased to offer this Proposal for a preliminary engineering study of a planned fuel oils unloading dock for Ethyl's property located adjacent to Gulf States Utilities Louisiana Power Station.

As we understand this project, the proposed dock is to initially receive product from a single 8000 BBL barge with frequency of berthing established as every third day. Consideration is to be given to allow future modifications of this marine facility to accommodate ships in the 60,000 ton class and to add additional liquid product lines for other material transfer.

Within the scope of this study, we propose to evaluate the site with consideration given to soundings, bank stability, U.S. Corps of Engineers caving bank surveys, the views of agencies having interest or permit authority, etc. Within the scope of this assignment we will provide configuration scheme drawings complete with comparative cost breakdowns of both fixed and floating platform docks, etc. We will also prepare a general engineering and construction project schedule with particular attention given to delivery of critical delivery items such as pile materials and loading arms.

For each manhour expended by members of our staff in execution of this assignment we offer a reimbursable rate of actual salaries times a 2.25 multiplier with out-of-pocket costs reimbursable at our cost plus 5%.

We estimate the cost for our services in execution of this assignment will not exceed six thousand dollars. We will not exceed this cost without explicit further written instructions from Ethyl Corporation.

E-08813

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Assuming Ethyl will grant approval to begin project immediately, we are prepared to complete the study in approximately 30 days.

This Proposal is valid for a period of thirty (30) days and is subject to consummating a mutually agreeable contract.

We appreciate this opportunity to present this Proposal and look forward to again being of service to Ethyl Corporation. If we may be of further assistance, please call me.

Yours very truly,

BARNARD AND BURK, INC.

A handwritten signature in dark ink, appearing to read "Jon W. Morar", is written over the typed name.

Jon W. Morar
Sales Representative

JWM/bm