

THIS AGREEMENT made this <sup>18</sup>~~16th~~ day of December, 1957, by and between Pioneer Industrial Company, a Texas corporation having its principal place of business in the City of ~~Houston~~<sup>Pasadena</sup>, State of Texas, herein represented by H. W. Finney, its President, duly authorized (hereinafter called the "Contractor"), and ETHYL CORPORATION, herein represented by A. C. Burdick, Jr., its Chief Engineer, duly authorized (hereinafter called the "Owner"),

## W I T N E S S E T H:

That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF THE WORK

The Contractor shall furnish all of the materials except such equipment as owner will furnish, and perform all of the work shown on the drawings and described in the specifications entitled "Additional Air Compressor Capacity, Problem 1-689, Project No. H-26721, Houston Manufacturing Plant, Ethyl Corporation" and shall do everything required by this agreement, the general conditions of the contract, the specifications and the drawings. All work shall be done in good and workmanlike manner and to the satisfaction of the Owner.

The Construction Coordinator referred to in the general conditions shall be the engineer-in-charge or other representative (who may be an employee of the Owner) as the Owner shall at any time hereafter designate by written notice to the Contractor.

The said work is to be done at the Houston manufacturing plant of the Ethyl Corporation, located on the Houston Ship Channel, off the LaPorte Road at Pasadena, Texas.

ETH00002717

## ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced on such date as the Owner notifies Contractor to start and shall be completed within forty-five (45) days after the work is begun. It is estimated that the work will begin on or about ~~December 16, 1957~~ <sup>January 2, 1958</sup>.

## ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of this contract, subject to the additions and deductions provided therein, in current funds, the sum of Twenty Two Thousand Eight Hundred Ninety-Three and No/100 Dollars (\$22,893.00).

The contract sum is a firm price and shall not be adjusted for any increases or decreases in material prices, wage rates of labor, freight rates, or other items of cost connected with the work to be performed under this contract.

## ARTICLE 4. ADDITIONS AND DEDUCTIONS FROM CONTRACT FORM

In determining the value of extra work or making changes by altering, adding to or deducting from the work, it is expressly understood and agreed that in no case shall the Contractor receive more than fifteen percent (15%) for bond, insurance and overhead and profit unless, in the opinion of the Owner, the nature of the work is such as to warrant payment of a greater percentage. In the event the value of extra work is determined on a cost and percentage or a cost and fixed fee basis, the Contractor shall keep separate records, which shall be subject to

audit by Owner, of all work performed on such basis and all invoices therefor shall be supported by certified payrolls, receipted bills and such other documents as Owner may require.

#### ARTICLE 5. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided therein as follows:

On or about the tenth day of each month ninety percentum (90%) of the value, based on the contract prices of labor and materials incorporated in the work and/or materials conforming to the specifications and suitably stored at the site thereof up to the first day of that month, as estimated by the Construction Coordinator, less the aggregate of previous payments; and upon completion of the entire work a sum sufficient to increase the total payments to ninety per centum (90%) of the contract price.

#### ARTICLE 6. ACCEPTANCE AND FINAL PAYMENTS

Final payment shall be due thirty (30) days after the Owner signs a written acceptance of the work.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner's Construction Coordinator shall promptly make such inspection, and when he finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a final certificate over his own signature, stating that the work provided for in this contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate, the Contractor, if required by Owner, shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work, including those of the subcontractors, have been paid. Such evidence shall include (a) a good and sufficient release or waiver of lien from Contractor, every subcontractor, materialman, laborer, and other person furnishing services, labor or materials in connection with the work, or (b) receipts in full, together with an affidavit that the receipts cover all the services, labor and materials for which a lien might be filed, except as covered by the releases and waivers of liens, provided that if any subcontractor, laborer, materialman or other person refuses to furnish a waiver or release or receipt in full, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against any claim or lien or otherwise.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Owner's Construction Coordinator has so certified, the Owner shall, upon receipt of said certificate and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Invitation to Bids, the Bids, the Instructions to Bidders, the General Conditions of the Contract (including Exhibits A, B and C, attached thereto), the Specifications and the Drawings together with this agreement, form the contract and they are as fully a part of this contract as if

hereto attached or herein repeated. In case of conflict between this agreement and any other contract document, this agreement shall control.

The following is an enumeration of the Drawings for purpose of identification:

Ethyl Drawings: E.C-11761  
ED-11759  
ED-11760  
EE-9689, Rev. -3  
EF-11775  
H-3890 - PD-247, Rev. 8  
H-3890 - PD-248, Rev. 9  
H-3890 - PD-252, Rev. 9  
H-3890 - PD-253, Rev. 3  
H-3890 - PD-254, Rev. 6  
H-3890 - PD-255, Rev. 3  
H-3890 - ED-118, Rev. 8  
H-3890 - ED-144, Rev. 5  
H-3890 - ED-147, Rev. 2  
H-3890 - ED-187, Rev. 2  
H-3890 - ED-191, Rev. 1  
H-3890 - ED-194, Rev. 3  
H-3890 - ED-312, Rev. 8

ARTICLE 8. PERFORMANCE BOND

Before starting work, the Contractor shall furnish a bond from a surety company acceptable to the Owner who shall pay the amount of the premium.

ARTICLE 9. ARBITRATION

Any dispute or controversy arising between the parties hereto with respect to the performance hereunder of either shall be determined by arbitration as provided in the General Conditions, except where such dispute or controversy may concern liability for injury or death of any person or persons or liability for damage to or destruction of property (including the loss of use thereof).

ARTICLE 10.

This Agreement shall supersede and cancel any and all previous agreements, whether oral or written, between the parties hereto, in connection with the subject-matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals the day and year first above written.

ETHYL CORPORATION

By /s/ A. C. Burdick, Jr.  
A. C. Burdick, Jr.  
Chief Engineer

PIONEER INDUSTRIAL COMPANY

By /s/ H. W. Finney  
President