Contract file
& B of B

cc: Mr. J. W. Fleniken
Mr. C. A. Kyle
Mr. G. S. Roberts



Mr. W. D. Gottwald — Richmond

C. E. Daviet — Baton Rouge

Engineering Service Contracts for 1967 — April 7, 1967

Enclosed are originally signed copies of three contracts for engineering services through December 31, 1967. These are with Barnard and Burk Industrial Corporation; John L. Lowery and Associates; and Walk, Haydel and Associates, Inc.

The usual support letters are attached.

C. E. Daviet

/sl

Attachments

F-08713

File Contract
file

BARNARD AND BURK INDUSTRIAL CORPORATION
MAYFAIR DRIVE – PARK PLAZA
BOX 15648
BATON ROUGE, LOUISIANA 70815

February 24, 1967

Mr. L. A. Hebert
Systems Analyst
Ethyl Corporation
Engineering Department
P. O. Box 341
Baton Rouge, Louisiana 70821

Dear Mr. Hebert:

Enclosed you will find two (2) signed copies of your contract covering our furnishing engineering and drafting services for 1967.

Be assured we appreciate the many courtesies you and the Ethyl Corporation have shown us and the opportunity of serving you.

Yours very truly,

BARNARD AND BURK
INDUSTRIAL CORPORATION

John L. Daniel
Executive Vice President

JLD/lsr
Enclosures 2

E-08714

C E Davis

2 BR BRB 2-20-67

TO: MR G S ROBERTS - BR

THE EXECUTIVE COMMITTEE DURING MEETINGS HELD FEBRUARY 15 AND 16, 1967 APPROVED 1967 CONTRACT FOR ENGINEERING SERVICES (IN ACCORDANCE WITH MR. SMYLIE'S MEMORANDUM TO MR. HERZOG DATED FEBRUARY 14, 1967.

HELEN SUTTON - 1:49 PM CST EBJ

E-08715

~~HOAG~~
CED

Mr. R. Herzog (2) — Richmond

T. M. Smylie — Baton Rouge

1967 Contract for Engineering Services — February 14, 1967

For a number of years the Engineering department has contracted for the services of engineers, draftsmen, and technical specialists with several firms in the business of supplying engineering personnel on short- and long-term agreements. These contracts are for a one-year period, are highly flexible as to the number of men employed, and have proved to be an economical means of covering the Engineering department's manpower needs during periods of peak work load.

According to the present corporate contract procedure, any contract for one year or more must receive Executive Committee approval. Attached is a memorandum from Mr. G. S. Roberts to me requesting permission to sign renewal contracts for engineering services for 1967.

Please schedule for early Executive Committee action.

T. M. Smylie

hs
attachment
kx
✓bc: Mr. G. S. Roberts

E-08716

cc: Dr. G. F. Kirby
bcc: Mr. C. E. Daviet

Mr. T. M. Smylie

G. S. Roberts

1967 Contract for Engineering Services — February 8, 1967

This is to request permission to sign renewal contracts for engineering services with Barnard and Burk Industrial Corporation, Walk-Haydel and Associates, and John L. Lowery and Associates for 1967.

The unit cost for these services will be about 3 1/2 percent higher this year. The contractors had requested increasing the overlay from 50 percent to 60 percent; however, after about 60 days of negotiation we were able to reduce the effective increase considerably through the application of a one-time placement fee of $400 per position filled, plus a service charge of $200 per position for which prior interviews were requested.

The $400 placement fee is refundable to Ethyl 1) if an assignee is disqualified prior to 31 days, 2) if the contractor recalls an assignee for any cause prior to the completion of a year in continuous service, and 3) automatically, when a contractor's employee has completed a year in continuous assignment at Ethyl. The $200 service charge for interviewing is not reimbursable.

Other terms and conditions of the contracts remain unchanged.

These contracts will enable the Engineering department to obtain sufficient supplementary manpower of specified qualifications. The cash cost per contract man-year averages $14,600. The book cost, which includes the prorated housing charges, is approximately $15,800 per year.

Equivalent Ethyl personnel, hired in lieu of continuing this contract would have an incremental cash cost of $12,650 per man-year and an average book cost of $14,600 per man-year.

Contract manpower varied between limits of 87 and 69 during 1966 and the maximum and minimum anticipated for 1967 is 83 and 56 respectively. The revised 1967 Engineering department budget allows for an average of 64 man-years of contract work at an estimated direct cost of $980,000. Since the timing and

F-08717

number of personnel required is subject to considerable variation, the advantage of flexibility and short term availability of contract personnel justifies the unit cost difference of contract over incremental Ethyl cost.

G. S. Roberts

/sl

THIS AGREEMENT made and entered into this 21 day of February 1967 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CORPORATION").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Corporation represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Baton Rouge; such services to consist of furnishing mechanical development draftsmen designers, mechanical, piping, structural, and electrical draftsmen designers, design engineers, project engineers, specification engineers, and, if requested, a design leader and/or squad leaders, estimators and "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Corporation's offices in Baton Rouge, Louisiana;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Corporation and Ethyl as follows:

1.

Corporation will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed in conjunction with Ethyl's Baton Rouge Engineering staff. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Corporation's engineering personnel without giving fifteen (15) days prior notice, Ethyl will pay Corporation an amount of money equal to two weeks straight time salary (as approved pursuant to Article 4 hereof) for each Corporation employee who as a result of such reduction no longer performs services hereunder, except and unless said Corporation employee continues in the employ of Corporation.

2.

During all such times as Corporation supplies engineering personnel assistance to Ethyl in accordance with Article 1, should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader." Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen designers furnished. The Design Leader shall also be in general charge of the project engineers, specification engineers, development draftsmen designers, estimators and material take-off personnel, inspectors and model builders furnished and shall be Corporation's representative in

all matters pertaining to this contract. During periods of relatively low engineering activity when Ethyl does not desire the services of a resident "Design Leader," Corporation shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. The direction and coordination of the work of the project engineers, specifications engineers, mechanical development draftsmen designers, design engineers and material take-off personnel furnished hereunder shall, however, be the responsibility of Ethyl.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Corporation shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Corporation shall, for any and all purposes, be deemed and considered employees of Corporation and not of Ethyl.

4.

Prior to Corporation assigning any of its engineering personnel for services under the terms of this contract, it shall submit (in writing to Ethyl) the employee's qualifications and salary, said qualifications and salary to be subject to Ethyl's approval. Ethyl reserves the right to request interviews with prospective assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Corporation to employees assigned to Ethyl must have Ethyl's prior approval. Corporation

will remove from the performance of such engineering service any of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which he was supplied, or for any other just cause.

5.

All engineering personnel furnished to perform services under the terms of this contract will be required to work a minimum of eight (8) hours per day for five (5) days per week. Any work in excess of forty (40) hours in any one work week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide the engineering personnel assigned to perform services under the terms of Article 1 of this contract with the working facilities deemed necessary by Ethyl (including drafting tables, chairs, and drafting machines, parallel bars or T-squares) but Ethyl will not furnish personal drafting tools, which are to be supplied by Corporation or by its employees at Corporation's election.

7.

As full compensation to Corporation for services rendered, performed, and furnished under Article 1 of this contract, Ethyl agrees to:

(a) Pay Corporation a four hundred dollar ($400) placement fee for each personnel placed, plus an additional two hundred dollars ($200) per placement when

prospective assignees for such placement are to be interviewed by Ethyl. Corporation agrees to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.

(1) Assignee is disqualified by Ethyl for continued service prior to the expiration of thirty-one (31) calendar days after placement.

(2) Assignee is withdrawn by Corporation from Ethyl's service irrespective of reason or length of service.

(3) Assignee remains in continuous service to Ethyl over a period of one year.

(b) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement;

(c) Reimburse Corporation for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Corporation by reason of the Wage and Hour Law or area practice is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(d) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for

all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(e) In computing salaries under paragraph 7 (b), provided an employee of Corporation has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Corporation who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of Corporation has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, military leave, jury duty and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. The sole purpose of this paragraph is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty or periods of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Corporation to its employees on other than official Ethyl Baton Rouge holidays will not be reimbursed by Ethyl.

If a Corporation employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(f) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Corporation.

8.

(a) Corporation will also perform for Ethyl at Corporation'a offices in Baton Rouge, Louisiana, furnishing all supervision, direction, coordination, materials and supplies required, such engineering services and consulting engineering services as are requested by Ethyl. In the event Ethyl avails itself of such engineering services and consulting engineering services, it shall pay Corporation for the services the sum of the following fixed hourly rates:

Classification	Hourly Rates
Principal Engineers	$ 17.00
Project Engineers and Department Heads	14.00
Senior Engineers and Section Heads	12.00
Checkers, Senior Designers, Specification Writers and Estimators	9.00
Designers and Senior Draftsmen	8.00
Junior Designers and Draftsmen	7.00
Stenographer-Clerk	4.75
Reproduction of drawings by the ammonia process	0.08 per sq. ft.

These rates include wages, salaries, vacation pay, holiday allowance, sick leave, travel expenses, payroll taxes, and insurance premiums which are a function of payroll, such as workmen's compensation, public liability and property damage insurance, cost of all materials, drafting and engineering supplies (except tracing cloth which Ethyl will furnish), overhead and profit.

(b) If Corporation in the performance of engineering work for Ethyl at Corporation's Baton Rouge offices, makes use of personnel which it has assigned to work at Ethyl's Baton Rouge offices, Ethyl shall pay Corporation for the time spent by such personnel on the basis of approved straight time salary reimbursement plus a fee of fifty per cent (50%) thereof. The basis of paying Corporation for the engineering services performed by such personnel shall be in lieu of the rate schedule in subparagraph (a) above, it being the intention of the parties that the hourly rate schedule shall not apply when Corporation's personnel regularly assigned to work at Ethyl's Baton Rouge offices perform services on Ethyl's work at Corporation's Baton Rouge office.

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at the end of each month.

9.

All engineering and other personnel furnished shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Corporation will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Corporation and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least $100,000 per person and $100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover any Public Liability and Property Damage claim that might arise from the operation hereof regardless of whether such operation be by Corporation or by any person directly or indirectly employed by it. Such insurance shall be for an amount not less than $100,000 to cover injury or death of each person and not less than $500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than $100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears in the policy, it will be changed to read "occurrence" as respects bodily injury liability. Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Corporation against any public liability

or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Corporation or any persons directly or indirectly employed by it. The amount of such insurance shall not be less than $100,000 for injury including death to any person and not less than $500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than $50,000 per accident.

(d) Insurance Certificates - Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, Attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821, prior to the commencement of work under this agreement. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to the Ethyl Corporation, Attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821, as evidenced by return receipt of registered mail." Corporation shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this contract, Corporation will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of its employees in the performance thereof. Corporation indemnifies and holds Ethyl

harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Corporation and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Corporation hereby agrees that all information and know-how released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Corporation and all drawings, tracings, prints and other information furnished to Corporation by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Corporation agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and know-how acquired from Ethyl or developed by Corporation during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Corporation while engaged in the performance of work authorized hereunder or resulting from information and know-how

acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Corporation in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Corporation will make the fact of such discovery known to Ethyl as soon as it becomes known to Corporation. Corporation further agrees to request and use its best efforts in securing patent assignments to Corporation by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Corporation might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Corporation will secure from each person employed by it in the performance of work hereunder an agreement as follows: (A copy of each such agreement is to be furnished to Ethyl)

To Barnard and Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard and Burk Industrial Corporation, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard and Burk Industrial Corporation, and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my

employment with Barnard and Burk Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk Industrial Corporation;

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard and Burk Industrial Corporation;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard and Burk Industrial Corporation, who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, know-how, or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, know-how and data does not become known to those who are engaged in activities competitive with those of Barnard and Burk Industrial Corporation or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside the Ethyl Corporation and Barnard and Burk Industrial Corporation. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Barnard

and Burk Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which said Barnard and Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith;

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard and Burk Industrial Corporation regarding its subject—matter. "

" _____ "
Employee

"Place _____ "

"Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1967, and extending through December 31, 1967. Ethyl shall have the right to cancel this agreement at any time by giving Corporation sixty (60) days' written notice of such cancellation.

Ethyl and Corporation each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as above, neither Ethyl nor Corporation shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

Lucy S. Robinson

Lucy S. Robinson

BARNARD AND BURK INDUSTRIAL CORPORATION

By John L. Daniel

John L. Daniel
Executive Vice President

Mary E. Graham

L. A. Hebert

ETHYL CORPORATION

By G. S. Roberts

G. S. Roberts
Chief Engineer