

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Jean H. Toal, Circuit Court Judge

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JUN 10 2019

SC Court of Appeals

Appellate Case No. 2018-001965

Jerry Howard Crawford, individually and as Personal Representative of the Estate of Evelyn Kay Crawford, Respondent,

v.

Celanese Corporation; Aurora Pump Company; Carrier Corporation; CNA Holdings, LLC, f/k/a Celanese Corporation f/k/a Hoechst Celanese Corporation; Covil Corporation; Crane Co.; Daniel International Corporation f/k/a Daniel Construction Company, Inc.; Flowserve Corporation, individually and as successor-in-interest to Anchor/Darling Valve Company and individually as successor-in-interest to Durco Pumps; Flowserve US Inc.; Fluor Constructors International, f/k/a Fluor Corporation; Fluor Constructors International, Inc.; Fluor Daniel Services Corporation; Fluor Enterprises, Inc.; Ford Motor Company; Genuine Parts Company, d/b/a Rayloc (a/k/a NAPA); The Goodyear Tire & Rubber Company; Goulds Pumps, Inc.; Grinnell, LLC f/k/a Grinnell Corp., f/k/a ITT Grinnell Corp.; Honeywell International, Inc., f/k/a Allied-Products Liability Signal, Inc., sued as successor-in-interest to Bendix Corporation; Ingersoll-Rand Company; John Crane, Inc.; Metropolitan Life Insurance Company, a wholly owned subsidiary of Metlife Inc.; National Automotive Parts Association (NAPA); Parker-Hannifin Corporation; Pneumo Abex, LLC, successor-in-interest to Abex Corporation; Spirax Sarco, Inc.; SPX Cooling Technologies, Inc., individually and as successor-in-interest to Marley Cooling Towers Co.; Standard Motor Products, Inc., sued as successor-in-interest to EIS Automotive; United States Fidelity & Guaranty Company; The William Powell Company, Defendants,

Of Which Covil Corporation is the Appellant.

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Ashley K. Brathwaite
ELLIS & WINTERS LLP
4131 Parklake Avenue, Suite 400
Raleigh, NC 27612
Telephone: (919) 573-1297
ashley.brathwaite@elliswinters.com

Graham P. Powell
WALL TEMPLETON & HALDRUP, P.A.
145 King Street, Suite 300
Charleston, South Carolina 29401
Telephone: (843) 329-9500
Graham.Powell@WallTempleton.com
Attorneys for the Appellant

Theile B. McVey
John D. Kassel
KASSEL McVEY ATTORNEYS AT LAW
1330 Laurel Street
Columbia, South Carolina 29202
Telephone: (803) 256-4242
tmcvey@kassellaw.com

Jonathan M. Holder
Ka'Leya Q. Hardin (admitted *pro hac vice*)
DEAN OMAR BRANHAM, LLP
302 N. Market Street, Ste. 300
Dallas, Texas 75202
Telephone: (214) 722-5990
jholder@dobllp.com
**Attorneys for Respondent Jerry Howard
Crawford and Evelyn Kay Crawford**

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1 Q. And is that where you worked out of during
2 your entire tenure at Celanese other than the last six
3 or so months that you were doing production?

4 A. Yeah.

5 Q. Do you recall the names of any of your
6 supervisors while you were a direct employee of
7 Celanese?

8 A. Yeah. I had a foreman. His name was Dewey.
9 Dewey Dixon.

10 Q. Any other supervisors or foremen that you
11 recall?

12 A. They brought one from seemed like Spartanburg
13 over there. His name was Bill Herman.

14 Q. Anybody else?

15 A. Not that I can recollect.

16 Q. Did you get along fine with Mr. Dixon and
17 Mr. Herman?

18 A. Oh, yeah. Yeah.

19 Q. And while you were working at Celanese, did
20 you have, like, some sort of semiannual or annual
21 review where your performance was reviewed?

22 A. No, sir.

23 Q. During that -- during that time frame, the 18
24 years that you worked there, presumably you got raises
25 over that period of time, correct?

1 A. Yes, sir. That was negotiated by the union.

2 Q. So when you were working at Celanese, you
3 were a union member?

4 A. Yes, sir.

5 Q. And what union were you a member of?

6 A. They call it the textile union, but it was --
7 I can't remember the name of it.

8 Q. Do you remember what the Local number was?

9 A. No, sir.

10 Q. And were you a member of that union the whole
11 time that you were a direct employee?

12 A. Yes.

13 Q. You had to be a member of the union to work
14 there?

15 A. You didn't have to be.

16 Q. Were there certain maintenance employees who
17 were not members of the union?

18 A. Yeah, probably was. Yeah.

19 Q. Did you ever hold any offices or positions in
20 the union?

21 A. Yeah. I was a shop steward and the alternate
22 committee person at times.

23 Q. When were you a shop steward?

24 A. Probably the last ten years I worked there.

25 Q. And what were your job -- what were your

1 responsibilities as a shop steward?

2 A. Just to -- to make sure that all the
3 employees was treated fairly and if they had
4 grievances, to listen at them or whatever. File
5 grievances with the plant people.

6 Q Did -- during the time frame you were a shop
7 steward, did any employees ever approach you with any
8 concerns about asbestos?

9 A. No, sir.

10 Q. Did you ever file any grievances as a shop
11 steward related to asbestos?

12 A. No, sir.

13 Q. During what time fame did you work as a
14 committee person?

15 A. I don't really know. We had a committee
16 person. They had some sicknesses, and I just filled in
17 for them, you know, while they was out. I don't have
18 no idea when that would have been.

19 Q. And when you say you served as a committee
20 person, was it a particular committee that you were on?

21 A. It was with the union. Same -- it's a notch
22 above a shop person.

23 Q. During the time frame that you were a
24 committee person, did any employees ever raise any
25 concerns about asbestos with you?

1 A. No, sir.

2 Q. Did any employees ever ask you to file any
3 grievances related to asbestos?

4 A. No, sir.

5 Q. Did the union conduct any sort of meetings?

6 A. Yes, sir.

7 Q. How frequently were those held?

8 A. They had once a month at -- at the union
9 hall.

10 Q. And at any of those union meetings, did they
11 ever tell you about asbestos?

12 A. No, sir.

13 Q. So your own union never told you about
14 asbestos?

15 A. No, sir.

16 Q. And what did you -- what was the purpose of
17 the union?

18 A Huh?

19 Q What was the purpose of the union?

20 MS. MCVEY: Object to the form.

21 THE WITNESS: It was to represent the
22 employees that worked at Celanese.

23 BY MR. COLLIER:

24 Q. And despite representing or supposedly
25 representing the employees, they never provided you

1 with any information related to asbestos?

2 A No.

3 MS. MCVEY: Object to the form.

4 MR. COLLIER: Sir, I'm going to look back
5 through my notes, but in the interest of time, that's
6 all I've got for you right now. And I appreciate your
7 time today.

8 THE WITNESS: All right.

9 MR. COLLIER: Thank you.

10 MS. MCVEY: Are you okay?

11 THE WITNESS: Yeah.

12 EXAMINATION

13 BY MR. POWELL:

14 Q. Hi, Mr. Neeland. My name is Kevin Powell. I
15 represent a couple of companies on a suit that was
16 filed down in Louisiana.

17 A Okay.

18 Q So I just have very few questions for you, I
19 hope.

20 First off, have you ever worked in Louisiana?

21 A. No, sir.

22 Q. All right. That really narrows it down then.

23 You've never worked for a company named
24 Avondale, correct?

25 A. No, sir.

1 Q. All right. Have you ever worked at any
2 shipyards?

3 A. No, sir.

4 Q. You had talked about some tanks at the
5 Westinghouse facility. Do you remember that?

6 A. Yes, sir.

7 Q. Were those tanks part of the facility or were
8 those tanks being built to be a part of something else
9 at the Westinghouse facility?

10 A. No. They was a part of the Westinghouse
11 plant its own self or something for their own use.

12 Q. And it was going to stay there in the
13 facility?

14 A. It was going to stay there. Yeah. It wasn't
15 to be shipped out.

16 Q. Right. You had talked about using mastics.
17 Do you remember that?

18 A. Yes, sir.

19 Q. Did you ever use any sort of mastics or
20 material like the kind of mastics you were talking
21 about that you actually had to mix up?

22 A. No. What we had coming in like bucket --
23 supply's got buckets. It was already mixed, you know.
24 We just brushed it on or troweled it on. Something --
25 you know, something to that nature.

1 Q. Okay. What about adhesives? Did you ever
2 have any sort of adhesives that had to be mixed up?

3 A. No, sir.

4 Q. Do you remember using any products that were
5 manufactured by a company called Benjamin Foster?

6 A. No, sir. Not particularly, no.

7 Q. All right. You talked about using various
8 cloth materials, and you called one of them a heavy
9 cloth that you said was A cloth. Did I get that right?

10 A. That was just a name that they used. Now, I
11 don't know if it was asbestos cloth, but they -- we
12 called it A cloth. It was a heavy, canvas-type stuff.
13 Real thick.

14 Q. Right. And so you -- you had the A cloth.
15 Did you refer -- were there thinner cloths, as well,
16 that you used?

17 A. Yeah. Yeah. But they're different things.
18 And they had something we called fab cloth, which is
19 like -- you know, looking at it, looked like a real
20 flexible screen-type stuff with actual holes in it. It
21 was just something like we put on the elbows and stuff.
22 That little thin cloth was. But that -- like that
23 heavy cloth, we put that on the tank for some reason.
24 I don't know what it -- what it was for or what. But
25 maybe it was a more protective or thicker protective

1 coating or whatever, I guess.

2 Q. Did the A cloth come in rolls?

3 A. Yeah. Yeah.

4 Q. And then you would unroll it and you'd cut it
5 and then you would apply it, right?

6 A. Yeah.

7 Q. Do you remember that A cloth containing,
8 like, colored threads that would run through it?

9 A. I don't think so. It's been a long time ago,
10 but I don't remember no particular colors on it.

11 Q. Do you remember any of the other cloth --
12 cloths -- cloths using -- that had threads running
13 through them?

14 A. No, sir.

15 Q. Do you remember the manufacturers or brand
16 names of any of the cloths that you used?

17 A. No, sir.

18 MR. POWELL: That's all the questions I have.
19 Thank you.

20 THE WITNESS: Thank you.

21 EXAMINATION

22 BY MR. PECK:

23 Q. I'm trying.

24 Mr. Neelands, my name is Tim Peck. I expect
25 to be right about as brief, if not quicker than

1 Mr. Powell.

2 A. I appreciate it.

3 Q. Have you told us today about all of the job
4 sites that you can recall working with Mr. Childers?

5 A. Yes, sir. All that I can remember, yes, sir.

6 Q. All right. And when you met with Ms. McVey,
7 you couldn't recall any others that we haven't talked
8 about today?

9 A. I don't think so. I'm not sure now, but I
10 don't think so.

11 Q. All right. And in talking about your work
12 throughout the day, you haven't been reminded of any
13 others that we haven't discussed?

14 A. No, sir. Not right off, no.

15 Q. All right. And the same type of question.
16 Have you told us about all of the type of work that you
17 and Mr. Childers would have done together or on the
18 same job sites? And by that, I mean, you've told us
19 about working on piping, on vessels. Any other type
20 work that you can recall that the two of you did on the
21 same job site that we haven't talked about?

22 A. No. Nothing that I can recall, no, sir.

23 Q. All right. And, again, there wasn't
24 anything -- any type of work that you discussed with
25 Ms. McVey when you've met before that we haven't talked

1 about today?

2 A. I don't think so.

3 Q. All right. You've been asked at I believe
4 every one of these job sites about the insulation
5 material. And you've said that you didn't have -- that
6 you, sir, didn't have any personal knowledge as to
7 whether or not the insulation materials contained
8 asbestos.

9 A. That's right.

10 Q. And I don't think you've been asked, though,
11 about Bowater. And so I'll ask you the same question
12 with respect to that job site. Do you have any
13 information or knowledge that any of the insulation
14 materials you worked with at Bowater contained
15 asbestos?

16 A. No, sir.

17 Q. And I don't think you were asked these
18 questions either. Do you have -- you talked about
19 insulating valves at different job sites. Do you know
20 the manufacturers of any of the valves that you were
21 working with or around at any of these job sites?

22 A. No, sir.

23 Q. And that's throughout your entire employment?

24 A. No, sir. We wasn't involved in installing
25 anything. All we did was cover it.

1 Q. Understand. And same question with respect
2 to the precipitator you talked about at Bowater. Do
3 you know the manufacturer of that equipment?

4 A. I have no idea.

5 MR. PECK: I think I -- I think I met my
6 promise. That's all the questions I have, sir.

7 THE WITNESS: I appreciate it.

8 MR. PECK: Thank you.

9 REEXAMINATION

10 BY MR. ROGERS:

11 Q. Mr. Neeland, I'll be very brief. I know
12 you're anxious to move on with your day. Just a couple
13 more questions.

14 A. Okay.

15 Q. You and I talked earlier about a turbine you
16 worked on at Bowater.

17 A. Yes.

18 Q. You never saw any contracts or specifications
19 for that turbine, did you?

20 A. No, sir.

21 Q. Okay. I'm going back to the Westinghouse
22 plant. Do you recall how many -- how many other
23 insulators were working there with you for Starr Davis?

24 A. It wasn't no big job. I'll say six to eight
25 maybe. It wasn't a lot of people there --

1 Q Okay.

2 A -- at that job.

3 Q. Okay. You and I also talked about that it
4 was a large plant. There were various things going on.

5 A. Yeah.

6 Q. And you talked about insulating that tank.
7 Do you -- do you know for sure if Mr. Childers helped
8 you with that, or could he have been doing something
9 else?

10 MS. MCVEY: Asked and answered.

11 THE WITNESS: I don't remember. Very
12 possibly could have been or could have not. I can't
13 say if he was or wasn't.

14 BY MR. ROGERS:

15 Q. Okay. You would defer to his testimony on
16 that topic?

17 MS. MCVEY: Object to the form.

18 THE WITNESS: Yeah.

19 BY MR. ROGERS:

20 Q. And, also, you mentioned that you did -- most
21 of your work on pipes was on the lower temperature
22 pipes?

23 A. Yeah.

24 Q. But you also mentioned that you did insulate
25 some higher temperature pipes?

1 A. Yeah.

2 MS. MCVEY: At Westinghouse? I'm sorry.

3 MR. ROGERS: At Westinghouse. I'm still at
4 Westinghouse. Sorry.

5 BY MR. ROGERS:

6 Q Can you say for sure that Mr. Childers ever
7 did any high temperature pipe insulation at
8 Westinghouse?

9 A. No, sir.

10 MS. MCVEY: Object to the form, asked and
11 answered.

12 BY MR. ROGERS:

13 Q. And you would -- you would defer to his
14 testimony on that topic as well?

15 A. That's right.

16 Q. How far away from -- first of all, did you
17 and Mr. Childers carpool when you were working at
18 Westinghouse?

19 A. Yes.

20 Q. How long a drive was it from your homes to
21 the plant?

22 A. 18 to 20 miles, just guessing.

23 Q. Okay. Did you drive -- drive with the
24 windows open after work?

25 MS. MCVEY: Object to the form.

1 THE WITNESS: I don't know.

2 MR. ROGERS: You don't know. Okay.

3 That's all I have for you. Thank you, sir.

4 THE WITNESS: All right. Thank you.

5 REEXAMINATION

6 BY MS. MCVEY:

7 Q. How are you doing?

8 A. I'm give out.

9 Q. I know it. All right. We're almost there.

10 You've have been going for what, five and a half hours?

11 A. Yeah.

12 Q. I'm going to ask you a few questions and
13 we'll be out of here.

14 A. Okay.

15 Q. We talked about all the insulation materials
16 that you worked with, the Kaylo-like insulation, the
17 rough mud, the blue mud; do you remember that?

18 A. Yeah.

19 Q. And you've had a lot of questions today about
20 whether or not you knew it was asbestos -- had
21 asbestos.

22 A. Yeah.

23 Q. Was any of that ever marked "asbestos free"
24 that you recall in that '68 to '74, '75 time period?

25 A. I don't recall. I don't know.

1 Q. Okay. Did you ever see any of that
2 insulation with, like, blue line through it?

3 A. Yeah.

4 DEFENSE COUNSEL: Object to the form.

5 THE WITNESS: I remember seeing some of that.

6 BY MS. MCVEY:

7 Q. Okay. Was that later, though, in time.

8 DEFENSE COUNSEL: Object to the form.

9 THE WITNESS: Yeah, later on. Yeah.

10 BY MS. MCVEY:

11 Q. All right. So that '68 to '74 time period
12 that we're talking about here today, did you ever see
13 any of that insulation with the line through it?

14 DEFENSE COUNSEL: Object to the form.

15 THE WITNESS: I don't think so.

16 BY MS. MCVEY:

17 Q. Okay. And you never saw any insulation that
18 was marked "asbestos free" during that time period?

19 DEFENSE COUNSEL: Object to the form.

20 THE WITNESS: No.

21 BY MS. MCVEY:

22 Q. You were asked I think by the lawyer from
23 Celanese, Mr. Collier, about whether or not this
24 insulation was necessary to keep the temperature up?

25 A. Yeah.

1 Q. Do you remember that? Do you know if they
2 could have used asbestos-free insulation to keep that
3 temperature up?

4 MR. COLLIER: Object to the form.

5 THE WITNESS: I guess at the time it was put
6 on there that maybe -- maybe wasn't anything else that
7 they could have used.

8 BY MS. MCVEY:

9 Q. But you don't know, do you?

10 MR. COLLIER: Object to the form.

11 THE WITNESS: I don't know that.

12 BY MS. MCVEY:

13 Q. Because later on they did develop
14 asbestos-free insulation that they could put on; is
15 that right?

16 A. Yeah.

17 Q. Okay. You were asked a lot about whether or
18 not Celanese is a safety conscious company; do you
19 remember that?

20 A. Yeah.

21 Q. And I think you said you didn't think they
22 were.

23 A. Yeah.

24 Q. And then you -- the Celanese lawyers said,
25 well, I mean, if the manufacturers didn't even warn you

1 about the dangers of asbestos, how could we do that?

2 Do you remember that question?

3 A. Yeah.

4 Q. Do you have any idea whether or not Celanese
5 made asbestos products themselves?

6 DEFENSE COUNSEL: Object to the form.

7 THE WITNESS: I don't know that they made
8 anything that had asbestos in it. I don't -- I don't
9 guess they did. I don't know.

10 BY MS. MCVEY:

11 Q. Okay. And do you know if they had a medical
12 director who went to a conference in the '60s that
13 warned about the dangers of asbestos?

14 MR. COLLIER: Object to the form.

15 THE WITNESS: I don't know.

16 MR. COLLIER: Assumes facts and misstates
17 evidence.

18 BY MS. MCVEY:

19 Q. And I think I asked you this, but when you
20 were working at the Westinghouse plant, at the turbine
21 plant, did Westinghouse ever warn you about the dangers
22 of asbestos?

23 MR. ROGERS: Object to the form.

24 THE WITNESS: No, ma'am.

25 BY MS. MCVEY:

1 Q. Is that a no?

2 A. No.

3 Q. Okay. Did they ever tell you to change your
4 clothes before you went home?

5 MR. ROGERS: Object to the form.

6 THE WITNESS: No.

7 BY MS. MCVEY:

8 Q. Did they ever give you any protective
9 equipment?

10 A. No.

11 MR. ROGERS: Object to the form.

12 BY MS. MCVEY:

13 Q. An then we -- we went through a lot of those
14 pictures -- your pictures.

15 A Yeah.

16 Q Right? And you said that these pictures were
17 taken in the AR building.

18 A Yeah.

19 Q Is that right?

20 A. Yeah.

21 Q. But you went on and testified that those
22 photographs that you used, that you took, there were
23 other places that this group of kids put these
24 stickers, right?

25 A. Yeah. They went over the whole plant.

1 Q. Okay. So while these pictures were taken in
2 the AR room, are they similar -- do they demonstrate
3 conditions that were -- that were in the whole Celanese
4 plant in the mid '90s?

5 MR. COLLIER: Object to the form.

6 THE WITNESS: Yeah.

7 BY MS. MCVEY:

8 Q. Okay. So while these are -- these were taken
9 in the AR building, did you see the same and similar
10 conditions in other parts of the plant?

11 A. Yes, ma'am.

12 MR. COLLIER: Object to the form.

13 BY MS. MCVEY:

14 Q. Okay. And that would have been true in the
15 areas where you and Lewis "Fuzz" Childers worked
16 together?

17 A. Yeah.

18 MR. COLLIER: Object to the form.

19 BY MS. MCVEY:

20 Q. And you were asked a lot about whether or not
21 you knew despite the fact that it says asbestos on
22 it --

23 A. Yeah.

24 Q. -- whether or not you actually knew if there
25 -- if this was asbestos insulation on these pictures;

1 do you remember that?

2 A. Yeah.

3 Q. Okay. So you didn't test the asbestos
4 yourself?

5 MR. COLLIER: Object to the form.

6 THE WITNESS: There's no way of knowing. No,
7 ma'am.

8 BY MS. MCVEY:

9 Q. Okay. And do you know if Celanese tested the
10 material?

11 A. Tested some of them, yeah.

12 Q. Okay. And they did, right? Celanese decided
13 whether or not to put "contains asbestos" on these
14 pipe?

15 MR. COLLIER: Objection to the form.

16 THE WITNESS: Yeah.

17 BY MS. MCVEY:

18 Q. Is that right?

19 A. Yeah. They're the ones that -- that was told
20 to put it on there if they weren't sure.

21 Q. Okay. So you don't know whether or not it
22 contained asbestos. You only know that Celanese said
23 it contained asbestos.

24 MR. COLLIER: Object to the form.

25 THE WITNESS: That's right.

1 MS. MCVEY: All right. Those are my
2 questions. Thank you.

3 THE WITNESS: Thank you.

4 REEXAMINATION

5 BY MR. COLLIER:

6 Q. Sir, Chris Collier, again. I've got a few
7 follow-up questions based on Ms. McVey's questions.

8 A. Okay.

9 Q. With respect to testing any insulation
10 materials that were located out at the Rock Hill plant,
11 you didn't have any involvement personally in any of
12 that, did you?

13 A. Ask me that one more time.

14 Q. Sure. With respect to the insulation
15 materials that were located out at the Rock Hill plant,
16 you didn't have any personal involvement in testing any
17 of those materials to determine what they contained,
18 did you?

19 A. No, sir.

20 Q. Okay. And because you weren't personally
21 involved in it, you don't know what the protocol was
22 that Celanese went through to determine whether to test
23 it or not test it, do you?

24 A. No, sir.

25 Q. And all you know is that the protocol to you,

1 a maintenance employee at Celanese was to treat it as
2 though it did contain asbestos unless you could prove
3 otherwise, correct?

4 A. That's right. Yes, sir.

5 Q. And that was a policy that was implemented
6 from a safety standpoint, correct?

7 A. Yes, sir.

8 MR. COLLIER: All right. That's all I've
9 got. Thank you.

10 MR. MCDONALD: Can I can ask one question
11 just to make sure the record is clear. I don't care
12 about getting in the video.

13 REEXAMINATION

14 BY MR. MCDONALD:

15 Q Mr. Neelands, you remember I represent
16 Daniel?

17 A Yeah.

18 Q And I think I asked you this before, but I
19 asked you a series of detailed questions about the
20 workplace setup and your workday at Bowater.

21 A Yes.

22 Q Do you remember that?

23 And I think I asked you basically your day
24 was the same at each Daniel site and the workplace
25 setup was basically the same at each Daniel site; is

1 that fair?

2 A Yeah.

3 MR. MCDONALD: Okay.

4 MS. MCVEY: Nobody else has questions, right?
5 Including the phone?

6 MR. VINING: I have one question on the
7 phone.

8 THE COURT REPORTER: Can you tell us who's
9 speaking?

10 EXAMINATION

11 BY MR. VINING:

12 Q. Mr. Neeland, my name is Robert Vining. And I
13 apologize I'm not there in person, but I think I have
14 just one question for you.

15 Have you ever worked in Alabama?

16 A. No, sir.

17 MR. VINING: All right. Good enough. Thank
18 you.

19 MS. MCVEY: Anybody else?

20 Okay. You're done.

21 (The deposition concluded at 3:37 p.m.)

22

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CERTIFICATE OF REPORTER

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I, Sheri L. Byers, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 27th day of December, 2016, at Columbia, Richland County, South Carolina.

Sheri L. Byers,
Registered Professional Reporter,
Notary Public
State of South Carolina at Large
My Commission expires:
October 30, 2023

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1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2 COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT
3
4 JERRY CRAWFORD, and)
EVELYN KAY CRAWFORD,)
5)
6 Plaintiffs,) C.A. No.: 2017-CP-4204429
7 v.)
8 CELANESE CORPORATION,)
et al.,)
9 Defendants.)

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30(b)(6) VIDEOTAPED DEPOSITION OF CNA HOLDINGS, LLC for
CELANESE CORPORATION Given by BRUCE BOWYER
(Taken by Plaintiffs)
June 27, 2018
[SEALED PORTION UNDER SEPARATE COVER]

Reported by: Rebecca L. Arrison
Court Reporter
Notary Public

1 APPEARANCE OF COUNSEL:

2 FOR THE PLAINTIFFS:

3 BY: AARON D. CHAPMAN
4 DEAN OMAR BRANHAM
5 302 N. Market Street, Suite 300
6 Dallas, TX 75202
7 (214) 722-5990

8 FOR DEFENDANT CNA HOLDINGS, LLC:

9 BY: H. BARRET MARSHALL, JR.
10 HAWKINS PARNELL THACKSTON & YOUNG LLP
11 4514 Cole Avenue, Suite 500
12 Dallas, TX 75202
13 (214) 780-5115

14 FOR DEFENDANTS DANIEL INTERNATIONAL CORP.; FLUOR
15 CONSTRUCTORS INTERNATIONAL, INC.; FLUOR DANIEL
16 SERVICES CORP.; FLUOR ENTERPRISES, INC.:

17 BY: MOFFATT G. MCDONALD
18 HAYNSWORTH SINKLER BOYD, P.A.
19 One North Main Street, 2nd Floor
20 Greenville, SC 29601
21 (864) 240-3200

22 FOR DEFENDANT FLOWSERVE CORP. f/k/a DURIRON CO:

23 BY: RONALD TATE
24 GALLIVAN WHITE & BOYD PA
25 55 Beattie Place, Suite 1200
Greenville, SC 29601
(864) 271-9580.

THE FOLLOWING COUNSEL APPEARED VIA TELECONFERENCE:

FOR DEFENDANT FORD MOTOR COMPANY:

21 BY: CHRISTOPHER R. KIGER
22 SMITH, ANDERSON, BLOUNT, DORSETT, MITCHELL &
23 JERNIGAN, L.L.P.
24 150 Fayetteville Street, Suite 2300
25 Raleigh, NC 27601
(919) 821-6743

1 FOR DEFENDANTS AURORA PUMP COMPANY; ANVIL CORPORATION:

2 BY: ROBERT O. MERIWETHER
3 NELSON MULLINS RILEY & SCARBOROUGH LLP
4 1320 Main Street, 17th Floor
5 Columbia, SC 29201
6 (803) 799-2000

7 FOR DEFENDANT COVIL CORPORATION:

8 BY: TOMMY BOGER
9 WALL TEMPLETON & HALDRUP, P.A.
10 145 King Street, Suite 300
11 Charleston, SC 29402
12 (843) 329-9500

13 FOR DEFENDANTS STANDARD MOTOR PRODUCTS, INC.; PARKER
14 HANNIFIN CORPORATION:

15 BY: RONALD B. COX
16 PROFFITT & COX, LLP
17 140 Wildewood Park Drive, Suite A
18 Columbia, SC 29223
19 (803) 834-7097

20 FOR DEFENDANT GOODYEAR:

21 BY: THOMAS CULL
22 WOMBLE BOND DICKSON (US) LLP
23 550 South Main Street, Suite 400
24 Greenville, SC 29601
25 (864) 255-5442

Also Present:

Alan Metts, CLVS

1 30 (b)(6) Videotaped deposition of CNA Holdings,
2 LLC for CELANESE CORPORATION, Given by BRUCE BOWYER,
3 taken by the Plaintiffs, at Spartanburg Marriott, 299
4 Church Street, Spartanburg, South Carolina, on the
5 27th day of June, 2018, at 9:30 a.m., before Rebecca
6 L. Arrison, Notary Public and Court Reporter.

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1 THE VIDEOGRAPHER: We are on the
2 record at 9:35, on June 27, 2018. This is the
3 videotaped deposition of Bruce Bowyer, 30(b)(6)
4 Corporate Representatives of CNA Holdings, LLC,
5 in the matter of Jerry Howard Crawford and Evelyn
6 Kay Crawford, versus Celanese Corporation, et al.
7 Cause Number 2017-CP-4204429. This deposition is
8 being held at 299 North Church Street,
9 Spartanburg, South Carolina. All counsel will be
10 reflected on the stenographic record.

11 Will the court reporter now swear
12 in the witness:

13

14 BRUCE BOWYER,
15 being first duly sworn, testified as follows:

16

17 MR. CHAPMAN: All right. Before
18 we get going, a few housekeeping matters. Usual
19 stipulations: All except as to form are reserved
20 and one is good for all?

21 MR. MARSHALL: Agreed.

22 MR. CHAPMAN: All right. Also, we
23 talked about this briefly off the record. We
24 just got an e-mail from your office with a
25 privilege log, some documents that were withheld

1 in this case. I'm sure we can work that out, but
2 just for the record, we reserve our right to
3 redepose Mr. Bowyer should we need to after
4 reviewing those documents.

5 MR. MARSHALL: Okay. Fair enough.
6 We'll certainly be able to talk about that as the
7 deposition progresses. And if you're agreeable
8 to that by allowing you to review the documents,
9 we won't waive privilege so that you can assess
10 whether or not you would have questions anyway or
11 want to challenge the privilege. We can do that
12 before the conclusion of the deposition. But,
13 you know, I understand it is something we'll have
14 to work out.

15 MR. CHAPMAN: Sure. And that
16 just -- I can take a look at the break and maybe
17 make a more, you know, definitive decision, but
18 that may not be something I can decide right this
19 second.

20 MR. MARSHALL: Okay.

21 MR. McDONALD: All right. We'll
22 probably stipulate an objection of one is good
23 for all?

24 MR. CHAPMAN: Yeah, we've got
25 that.

1 MR. McDONALD: Okay. I didn't
2 know if we put that on the stenographic record.

3 MR. CHAPMAN: And then lastly, all
4 of the documents, Barret, that y'all produced in
5 this case that were Bates labeled Crawford, are
6 those authentic business records?

7 MR. MARSHALL: Yes.

8 EXAMINATION

9 BY MR. CHAPMAN:

10 Q. Okay. All right. Now that boring stuff is
11 out of the way, we can get going. Good morning, sir.

12 A. Good morning.

13 Q. What is your name?

14 A. Bruce Bowyer.

15 Q. Mr. Bowyer, have you been deposed before?

16 A. Yes, I have.

17 Q. How many times?

18 A. I'm just guessing, 10 or 12.

19 Q. And how young a man are you today, sir?

20 A. I'm 71 years young.

21 Q. Okay. You said that those 10 or 12 times
22 you have been deposed, have all of those been on
23 behalf of CNA Holdings?

24 A. Yes, in one form -- corporate form or
25 another, yes.

1 Q. Okay. And when I say CNA Holdings, to any
2 jury that may be watching this video, is that the
3 same thing, in this instance, as Hoechst Celanese?

4 MR. MARSHALL: Objection; form.

5 THE WITNESS: Yes.

6 BY MR. CHAPMAN:

7 Q. All right, sir. I understand you're a
8 little under the weather this morning, so if you need
9 to take a break at any point, just let me know, not a
10 problem.

11 A. I'm actually getting better, so --

12 Q. Okay.

13 A. -- hopefully won't be so bad.

14 Q. I hope to not keep you here too long. I
15 think I have read all of your previous transcripts
16 enough to have them memorized, so I don't -- I don't
17 want to re-ask you a lot of questions that you have
18 been through. That being said, I want to cover --
19 recover some ground to some extent to kind of set the
20 stage --

21 A. Sure.

22 Q. -- for today.

23 Before I do that, let me ask you, sir: Why
24 do you believe, in your own words, that you have been
25 designated as the corporate representative for CNA

1 Holdings? Talk to me.

2 A. From my personal knowledge, as well as
3 document review.

4 Q. What personal knowledge is that?

5 A. Well, I worked for the corporation for, let
6 me think, I have to remember, 28 years.

7 Q. And did you ever work at the Spartanburg
8 facility?

9 A. Yes, I did.

10 Q. When did you work at Spartanburg?

11 A. From 1990 to the end of '01.

12 Q. Prior to 1990, did you ever have occasion to
13 visit Spartanburg?

14 A. Yes.

15 Q. And to be clear, the facility at
16 Spartanburg, not the city.

17 A. Yes, yes, I understood that.

18 Q. All right. Throughout the deposition today,
19 if I refer to just Spartanburg, do you understand I'm
20 meaning the facility and not the city of Spartanburg?

21 A. As am I.

22 Q. All right. When did you visit Spartanburg?

23 A. Well, I was in the Charlotte office, which
24 was the headquarters for the Fiber Division from 1984
25 to 1990, and so I had industrial hygiene oversight

1 for that facility, as well as others.

2 Q. All right. And you are an industrial
3 hygienist?

4 A. I retired my certification. I used to be
5 certified as a -- but I am no longer.

6 Q. Okay. What period of time were you
7 certified?

8 A. From 1983 to probably 2014 or '15.

9 Q. Were you ever, sir, at Spartanburg at any
10 point in the 1970s?

11 A. No, I was not.

12 Q. What about in the 1960s, at least '66 to
13 '69?

14 A. No. I was still in college.

15 Q. All right.

16 A. Excuse me.

17 Q. All right. And just to circle back to
18 something I forgot. You understand that you are here
19 today, sir, on behalf of CNA Holdings, Celanese?

20 A. Yes, I do.

21 Q. And your testimony is binding on them; you
22 understand that?

23 A. I am not sure I am -- that I am going to say
24 what they -- the things that I say are representative
25 of CNA Holdings. Is that what you mean by binding?

1 I --

2 Q. You are the person designated to talk to me
3 today --

4 A. Right.

5 Q. -- on behalf of CNA.

6 A. Right.

7 Q. Okay. All right, sir. When did you find
8 out you would be giving this deposition today?

9 A. Probably when the Notice was submitted to
10 the attorneys, I would guess.

11 Q. Okay.

12 A. And I don't remember when that was.
13 Sometime in the last six months, probably.

14 Q. All right. And I want to be clear. In my
15 next series of questions, I do not want to know
16 anything you said to your attorneys or what they said
17 to you.

18 A. Right.

19 Q. Okay. In preparation for this deposition,
20 did you meet with anybody?

21 A. Yes.

22 Q. Who did you meet with?

23 A. The attorneys.

24 Q. Do you remember who?

25 A. Mr. Marshall and Mr. Collier, and a phone

1 conversation with names I don't remember.

2 Q. Okay. Do you remember when and for how
3 long?

4 A. The phone conversation was probably
5 30 minutes or less. And I met with Chris,
6 Mr. Collier, a month or two months ago, sometime
7 after the Deposition Notice, I guess. And then I met
8 with Mr. Collier and Mr. Marshall maybe a month ago,
9 and then I have had three subsequent meetings, I
10 believe it was three, with Mr. Marshall.

11 Q. All right. In preparation for this
12 deposition, sir, did you take any notes?

13 A. No.

14 Q. Okay. At any point in this case, sir, have
15 you reviewed any documents?

16 A. Yes.

17 Q. What documents did you review?

18 A. Oh, well, I can't list them off, but
19 specific ones for this case would be the Crawford
20 deposition, the Daniel's corporate rep deposition,
21 some insurance Workers' Comp documents, the Notice of
22 Deposition, the Discovery Request, and there's
23 probably others that I don't recall specifically.

24 Q. There were approximately 30,000 documents
25 that were produced to us in this case. I mean, I'm

1 ball-parking that, that's not exact. Did you review
2 any of those documents, sir?

3 A. I have at some time or another. I haven't
4 touched every single one of them, no.

5 Q. And when you say "at some time or another,"
6 you mean in the last few months or last few years or
7 what?

8 A. Well, both. I mean, some of the documents
9 have been in other cases, and I would have reviewed
10 them for those cases. Some of them were newly
11 presented to counsel, so I reviewed them after that.
12 But, again, not all of them.

13 Q. Okay. And when you say they were "newly
14 presented to counsel," what do you mean by that?

15 A. Well, see, I guess I should refer to CNA
16 Holdings made a request to Auriga Polymers, which is
17 the plant site. Based on the discovery requests that
18 plaintiff's attorney made to try and identify any new
19 documents that we didn't already have in our
20 possession that were relevant to this case, so those
21 would have been new documents that would have come
22 forward.

23 Q. Okay. All right. We will get into that a
24 little more specifically later.

25 A. Okay.

1 Q. Okay. You said you reviewed Mr. Crawford's
2 deposition?

3 A. I did.

4 Q. Did you review the entire deposition or
5 portions?

6 A. It was two different days; if that's the
7 entire deposition, I did the entire thing.

8 Q. Okay. In reading his deposition, sir, does
9 Celanese have anything that they believe Mr. Crawford
10 got wrong or that they disagree with or anything like
11 that?

12 MR. MARSHALL: Objection; form.

13 THE WITNESS: I will tell you what
14 I understood from his deposition, and if that
15 agrees with what you-all think it says, then I
16 don't have anything to disagree with.

17 But he came to work in 1970. He
18 worked in Batch Poly between 1970 and '74 most of
19 the time. He had a two to three-week stint in
20 what I conclude is the Chip Warehouse, he just
21 calls it the warehouse, but based on his
22 description of what he did, moving -- filling up
23 boxes with chip and moving those big boxes with a
24 forklift, that's the Chip Warehouse. Plus, where
25 he described the warehouse location that's where

1 it would have been. Excuse me.

2 And then he worked in what he
3 called Poly 1 or Batch Poly. And then there was
4 Poly 2 or Conti Poly that was being constructed,
5 and after Conti Poly 1 was finished, he helped
6 with the startup for two or three weeks. And
7 then he went back to Batch Poly after that until
8 his -- he resigned sometime in '74.

9 BY MR. CHAPMAN:

10 Q. Okay. So there was a lot in there; I want
11 to go back and make sure I understand.

12 A. Sure.

13 Q. First is: Are you saying that Poly 1, as he
14 described it, is Batch Poly?

15 A. That's correct.

16 Q. All right. And Poly 2, as he described it,
17 is Conti Poly?

18 A. That's correct.

19 Q. And Conti Poly, C-O-N-T-I, that stands for
20 continuous polymerization?

21 A. That's correct.

22 Q. Do you know, sir -- well, I don't want to
23 jump ahead of myself. We'll get back to that.

24 The Discovery Request that you reviewed in
25 preparation for this deposition, do you remember

1 which ones they were, what numbers you reviewed,
2 anything like that?

3 A. I -- you mean the physical document, is that
4 what --

5 Q. Yes, sir.

6 A. I don't remember the date of it or anything,
7 but it may have been two weeks ago or something like
8 that.

9 Q. Was there any information that you learned
10 from reviewing that document?

11 A. Did I learn -- no, just what you were
12 asking --

13 Q. All right.

14 A. -- for information on.

15 Q. Fair enough.

16 The Daniel's deposition that you said you
17 reviewed, was that my handiwork from last week?

18 A. Well, it was their corporate representative.
19 Was it Buck?

20 MR. McDONALD: Buck, yeah.

21 THE WITNESS: Yeah.

22 BY MR. CHAPMAN:

23 Q. And that was the one that was taken last
24 week?

25 A. Yes.

1 Q. Okay. And in reviewing that deposition,
2 sir, what, if anything, did you learn?

3 A. Well, that Daniel's was a very safety
4 conscious corporation, as I knew -- I'm sorry, I
5 didn't learn that; I knew that before the deposition.
6 But the representative also stated that they were
7 very safety conscious, and that's something that I
8 knew before the deposition.

9 He also was a little confused about Staple A
10 and Staple B as to whether or not they were separate.
11 They are a separate entity, and Poly would supply raw
12 material to Staple A and B, but they were not
13 physically connected. There is actually a different
14 building.

15 He also talked about the maintenance
16 contract as being supplemental. At Spartanburg,
17 Daniel's was a maintenance force until sometime in
18 the '90s, I believe. So it wasn't a supplemental
19 maintenance contract.

20 Q. Okay. And within that answer you mentioned
21 a few things that you kind of corrected that Mr. Buck
22 said last week.

23 A. Yep.

24 Q. And just to be clear, is there anything else
25 that you believe Mr. Buck has incorrect?

1 A. Not that I noticed, no.

2 Q. Okay. Is there anything else in reviewing
3 that deposition, sir, that you learned or you found
4 surprising or anything like that?

5 A. No. It was very straightforward.

6 Q. Okay. All right. The other documents that
7 you reviewed that you can't necessarily name
8 specifically, can you tell me what kind of documents
9 they are?

10 A. Procedures, contracts, Workers' Compensation
11 insurance records, meaning with the insurance
12 company, not claims records. There's a whole bunch
13 of documents that I can't recall off the top of my
14 head.

15 Q. Did you review abatement records?

16 A. Yes, some.

17 Q. How many did you review?

18 A. I don't recall.

19 Q. Can you ballpark it for me?

20 A. Not really. Abatement records on that sort
21 of thing were not kept until 1973 or later.

22 Q. Did you review any abatement records, sir,
23 from 1973 until 1985?

24 A. Yes, I did. That's the records I'm talking
25 about, that I did review those.

1 Q. Okay.

2 A. Some of those. Again, you know, it becomes
3 more of the same, so you see one and you kind of flip
4 through the next ones.

5 Q. Okay.

6 MR. CHAPMAN: And, Barret, unless
7 I'm missing something, which is possible, the
8 records that were produced to us, I think, were
9 1988 to the 2000s. I don't think we have any in
10 that '73 to '88 time period.

11 MR. MARSHALL: Well, he may have
12 misspoke when he said that he reviewed '73 to
13 '85, but I do know that he's reviewed what's been
14 produced in this case, and that's actually what
15 we have in the boxes over there, so --

16 THE WITNESS: Yeah, I probably did
17 misspeak, because I don't remember the dates of
18 the records.

19 BY MR. CHAPMAN:

20 Q. Okay. Well --

21 A. I reviewed abatement records, and that I can
22 tell you, and whatever is there is what I reviewed.

23 Q. Okay. So when I asked you if you reviewed
24 anything from '73 to '85 --

25 A. Right. That was really me just assuming

1 that some of the records were there, because we
2 wouldn't have kept them back then, but it may not
3 have met with our retention policy to keep them
4 forever.

5 Q. Okay. So to be clear, the only documents,
6 abatement-wise, that you re-reviewed, were the ones
7 that was produced in this case?

8 A. Yes, that's correct.

9 Q. Okay. And you said something I want to ask
10 about. The ones that were potentially from '73 to
11 the mid to late '80s, you said that you would have
12 kept them back then. What do you mean by that?

13 A. Well, what I meant to say was they would
14 have been required to be reported back then to the
15 government agencies. That was one of the
16 requirements for any asbestos abatement. And
17 although, you know, thinking back on it now, I'm not
18 sure when that reporting regulation started, but
19 whenever it started is when we would have started
20 reporting.

21 Q. Okay. Did you guys do any abatement back in
22 1973?

23 A. You mean as Celanese?

24 Q. Yes, sir.

25 A. No.

1 Q. Did you hire anybody to do it?

2 A. Yes.

3 Q. Back in 1973?

4 A. Whenever we did abatement at Spartanburg, it
5 was Daniel's that did it. And then later on, I think
6 SOS came in and did some of it.

7 Q. All right. And I guess to be clear, what
8 I'm asking you, sir, let me ask you this way: Do you
9 know the first year that Celanese Spartanburg did or
10 hired anybody to do abatement work?

11 A. With the advent of OSHA is when we would
12 have done what's called abatement. Prior to that, it
13 was not regulated.

14 Q. When you say "OSHA," are you talking about
15 when OSHA came out in '72 or '76 or --

16 A. Well, with the initial OSHA standard, and I
17 believe the right term was they had an emergency
18 temporary standard on asbestos, and that's when we
19 would have complied with the asbestos standard.

20 Q. Okay. So I think we're talking about two
21 separate things, maybe we're not, but I want to make
22 sure we're on the same track.

23 A. Sure.

24 Q. When the emergency standards came out in '71
25 and then the full standards came out in '72, are you

1 telling me that Celanese began to comply with those
2 standards?

3 A. Yes.

4 Q. Okay. Are you also telling me that, on top
5 of complying with those standards, Celanese
6 Spartanburg began to abate asbestos from their
7 premises?

8 MR. MARSHALL: Objection.

9 THE WITNESS: Only when it was
10 necessary. It was not a blanket abate asbestos
11 on the plant side. It was if work needed to be
12 done on a piece of equipment that was insulated,
13 it might contain asbestos, and we would follow
14 the asbestos abatement procedures to do that.

15 BY MR. CHAPMAN:

16 Q. And, sir, do you know if Celanese at
17 Spartanburg did any of asbestos abatement from '72 to
18 '74?

19 A. Through our contractor.

20 Q. Okay. How do you know that?

21 A. Excuse me. Just because I know the routine
22 maintenance on equipment requires that some
23 insulation needs to be abated.

24 Q. And do you know if Celanese or CNA Holdings
25 has any document to that effect?

1 A. Not that I recall.

2 Q. Do you know what CNA Holdings has done to
3 look for those documents?

4 A. Well, we have gone back to Auriga Polymers,
5 which is where the documents would be, and done a
6 request based on the Discovery Requests, and they
7 have reviewed their documentation that complied with
8 that request and we got a bunch of documents that are
9 the result of that. I have not gone through all
10 those documents to see if there is one from '72 to
11 '74, I think you said.

12 Q. Okay. And that company, could you spell
13 that company name, please?

14 A. Auriga?

15 Q. Yes.

16 A. I think it's A-R-U-G -- it's either A-U-R,
17 and then it's either I or U, and then G-A.

18 Q. Okay. I'm sure we can figure that out.

19 A. Yeah. It's also a division of Indorama or
20 something like that, so all those names are out
21 there.

22 Q. Okay. Pronounced Auriga?

23 A. Yes.

24 Q. Okay.

25 MR. MARSHALL: Allegedly.

1 MR. CHAPMAN: Allegedly.

2 THE WITNESS: No, I know people
3 that work there that say that, so --

4 MR. MARSHALL: Okay.

5 BY MR. CHAPMAN:

6 Q. Okay. All right, sir. So outside of the
7 documents that you got from Auriga, what other
8 documents, if any, did you review in preparation for
9 this deposition?

10 A. Again, just my history with doing
11 depositions for Celanese, some related to
12 Spartanburg. There's -- they're all over there in
13 the boxes, and I can't specifically say what I did or
14 did not review. My memory is not good enough to
15 detail the documents.

16 Q. So let me ask you this way, sir: Outside of
17 the boxes of documents that we brought, which was
18 produced to us, did you review anything else, other
19 than the depo transcripts and the Discovery Requests
20 and the thing we have gone through?

21 A. The things I have already answered, not that
22 I recall.

23 Q. Do you have with you, sir, any documents
24 outside of the documents in the boxes that were
25 produced to us?

1 A. No, just my personal things.

2 Q. Okay.

3 MR. MARSHALL: Before you leave
4 this track, just so the record's clear, I do have
5 one thing that I showed him that results from a
6 former request that we made to the South Carolina
7 Department of Labor with regard to the facility,
8 and boilers that might have been an issue. He
9 did look at that. I've got that. I was planning
10 on marking it as an exhibit. I will go ahead and
11 give it to you if you want to --

12 MR. CHAPMAN: Sure.

13 MR. MARSHALL: -- thumb through
14 and do that.

15 MR. CHAPMAN: Yeah, since we're on
16 the topic.

17 MR. MARSHALL: That's what I
18 figured.

19 THE WITNESS: Yes, I remember
20 looking at that, but my memory doesn't --

21 MR. MARSHALL: This is one
22 outside-type document.

23 THE WITNESS: -- it doesn't allow
24 me to recall that I looked at it.

25

1 BY MR. CHAPMAN:

2 Q. Okay. Give me just a second to thumb
3 through this, sir.

4 A. Sure. And there's a lot of repeats in there
5 as far as what it applies to; repeat inspections on
6 the same unit.

7 MR. CHAPMAN: While I'm doing
8 this, let's use our time wisely. Why don't I
9 mark the Notice of Deposition as Exhibit 1; mark
10 your Objections Exhibit 2.

11 (Exhibit Nos. 1 and 2 were marked for
12 identification.)

13 MR. CHAPMAN: And I'll just go
14 ahead and mark this, these collectively as
15 Exhibit 3. I'll ask the witness about it. But
16 just for the record, they appear to be State of
17 South Carolina, Department of Labor, Licensing
18 and Regulation, Boiler Safety Program, Reports of
19 Inspection. They are about half an inch thick.

20 (Exhibit No. 3 was marked for
21 identification.)

22 MR. CHAPMAN: Okay. Just for my
23 review later, cut all this part out of the video.
24 We were just shuffling papers. Pick it back up
25 here.

1 BY MR. CHAPMAN:

2 Q. All right, sir. So we reviewed some
3 documents and we got some things marked on the
4 record. What I want to do is hand you what's been
5 marked as Exhibit 1, which is the Notice of
6 Deposition in this case.

7 A. Okay.

8 Q. Have you seen this before?

9 A. It looks familiar. Yes, I'm sure this is
10 what I have seen.

11 Q. Okay. Do you recall the first time you saw
12 this?

13 A. Well, this was June 27th, so it couldn't
14 have been before that. But there is a prior one,
15 because this is the First Amended. I don't know when
16 I saw the first one, I mean, a couple of months ago
17 or so.

18 Q. Fair enough. And I understand your
19 counsel's marked objections on the record here. I
20 want to go through and ask you, sir --

21 MR. CHAPMAN: I'm sorry, Barret, I
22 don't have a copy for you.

23 MR. MARSHALL: That's okay, I've
24 got one.

25

1 BY MR. CHAPMAN:

2 Q. Will you please turn to Exhibit A in the
3 Notice.

4 A. Okay.

5 Q. Will you please let me know, sir, if you are
6 not prepared to talk to me about any of those topics
7 in Exhibit A.

8 A. Number one is, I am not an expert in medical
9 or toxicology. I can only talk about my experience
10 as an industrial hygienist and so forth, but I'm not
11 an expert in that.

12 Number six, if it's not in the documents
13 that we provided, I can't talk about that.

14 And number nine, I think should refer to
15 number seven instead of number six, because number
16 six is about third-party contractors and number nine
17 is about products, so I would refer that to number
18 seven.

19 Number 20, I can't talk about, net worth.
20 24, I can't answer. Okay.

21 Q. Okay. If you go back up -- first of all,
22 thank you for doing that.

23 A. Sure.

24 Q. That's a little tedious.

25 If you go up to the first topic, sir.

1 A. Yes.

2 Q. "Defendant's knowledge of the hazards of
3 asbestos to cause harm in humans." Let me just ask
4 you it broadly, sir. Does Celanese understand that
5 asbestos, whether you want to discuss different fiber
6 types or quantities or doses, but in general, does it
7 understand that asbestos is hazardous to humans?

8 MR. MARSHALL: Object to form.

9 THE WITNESS: Yes, asbestos can be
10 hazardous to humans.

11 BY MR. CHAPMAN:

12 Q. And I know you said you're not a
13 toxicologist or a medical doctor, but you are an
14 industrial hygienist, right?

15 A. Correct.

16 Q. And you understand that in whatever dose you
17 want to quantify, that asbestos can pose a
18 significant risk to the safety of humans working
19 around it or with it?

20 A. If there is exposure, it can cause problems,
21 yes.

22 Q. Okay. And number six, sir, it's on the top
23 of the fourth page.

24 A. Oh, yes. Sorry.

25 Q. That's okay. "The identity of third-party

1 contractors during the 1960s and 1970s who came on to
2 any of the Celanese premises at issue."

3 Did I read that correctly?

4 A. Yes.

5 Q. You can't tell me about any contractors that
6 were on Spartanburg in that time frame?

7 A. If it's in the documentation that we
8 provided, that would be there. I don't recall that
9 information.

10 Q. By "documentation," you provided, do you
11 mean the abatement records that were produced to us?

12 A. Well, not just abatement, but the -- I mean
13 the 30,000 documents, as you related to earlier.

14 Q. Okay. Again, unless I missed something,
15 sir, I will represent to you that, in my review of
16 those documents, 95 percent of them were abatement
17 records or related to abatement work.

18 So are you telling me that there are other
19 documents in there that have identity of contractors
20 on site that were not dealing with abatement work
21 from the late '80s onward?

22 A. I'm sorry, I did not understand that you
23 were saying that all those documents that were
24 provided were abatement records.

25 Q. So let me go back and ask you, sir. At

1 least in my review, right, they appear to be all or
2 almost entirely all abatement or related to abatement
3 work. In your review, did you find anything else?

4 A. In the review of documents that I have done
5 for the Spartanburg facility, in my history related
6 to cases at Spartanburg, there's been more documents
7 than abatement records. There would have been
8 contracts, Workers' Comp insurance information about
9 the insurance companies, there's been policies,
10 procedures, things of that nature. It wasn't just
11 abatement records or 95 percent abatement records.

12 Q. So I understand in your history, sir, right,
13 you reviewed other documents.

14 A. Right.

15 Q. I'm talking about the documents that were
16 produced to us in the Crawford case.

17 A. Okay.

18 Q. Right. Did you review those documents
19 specifically?

20 A. Not every one, no.

21 Q. Would you be able to tell me what kind of
22 documents are in that production that was given to us
23 in the Crawford case?

24 A. Well, it was based on this discovery request
25 and -- not this, but the discovery requests, it would

1 be those kind of documents.

2 Q. So whether those documents contained
3 100 percent abatement records or 1 percent abatement
4 records, that's not something you can tell me?

5 A. No, I cannot.

6 Q. All right. And you have not -- if I'm
7 understanding you, you have not done any sort of
8 review or research or inquiry outside of those
9 records into what contractors would have been on site
10 in the '60s and '70s at Spartanburg?

11 MR. MARSHALL: Object to form.

12 THE WITNESS: I don't know where
13 those records would be to find out. I mean, I
14 think the Daniel's representative referred to a
15 subcontractor to -- that would certainly be in
16 the record.

17 BY MR. CHAPMAN:

18 Q. What I'm asking you, sir, is: You have not
19 done that work?

20 A. Other than going to Auriga to try and get
21 those records produced, no.

22 Q. Okay. And you did not go through all the
23 documents that they produced?

24 A. No, I did not.

25 Q. So it may be in there; you don't know?

1 A. Correct.

2 Q. And outside, sir, of looking at the
3 documents that Auriga sent to Celanese or CNA
4 Holdings, what, if anything, did you do to try to
5 answer number six?

6 A. It was part of the request from Auriga
7 Polymers.

8 Q. So nothing other than going to Auriga?

9 A. Right.

10 MR. MARSHALL: Objection; form.

11 BY MR. CHAPMAN:

12 Q: All right. Okay. You can put that aside.
13 Thank you, sir.

14 A. The whole thing?

15 Q. Yes, sir.

16 A. Okay. Do you want it back or give it to
17 her?

18 Q. Give it to the court reporter. She is less
19 likely to lose it than I am.

20 All right, sir. I want to hand you what's
21 been marked as Exhibit 3.

22 A. Okay.

23 Q. Did you review these documents in
24 preparation for this deposition?

25 A. I looked at a couple in detail, and then

1 just verified that it was basically the same kind of
2 thing for different pieces of equipment at the site,
3 yes.

4 Q. Can you tell me what these are?

5 A. These are inspections done by the South
6 Carolina Department of Labor on boilers and Dow
7 heaters.

8 Q. And do you know, sir, in your review, if
9 there were any boilers installed in the '60s or early
10 to mid '70s?

11 A. Well, there had to be one installed when the
12 plant opened up. I could look through here and try
13 and see when the installation date was, because it's
14 on here somewhere.

15 Q. Let me just ask you, sir: Is it your
16 understanding that the installation date for all the
17 boilers is contained within those records?

18 A. Yes, it's right here, year installed. That
19 one was 1966.

20 Q. Great. Okay.

21 MR. CHAPMAN: And, Barret, just
22 for the record, my understanding is you got these
23 pursuant to the FOIA request?

24 MR. MARSHALL: Yes.
25

1 BY MR. CHAPMAN:

2 Q. All right, sir. We can put that aside.

3 A. Give it to the court reporter?

4 Q. Yes, please.

5 So I guess while we're on the subject of
6 documents, I'm going to switch it up a little bit and
7 stay on that.

8 Leaving aside, sir, the documents that CNA
9 Holdings got from Auriga in this case, what
10 documents, in general, does CNA Holdings have
11 relating to the Spartanburg facility?

12 MR. MARSHALL: Objection; form.

13 THE WITNESS: I mean, I have
14 reviewed a number of documents over the years
15 which they have in their possession. And again,
16 it's procedures, various contracts, purchase
17 orders, insurance information, things of that
18 nature. I mean, it's a whole gamut of documents;
19 it's not just one particular thing. And I know
20 I'm missing a lot of types because I -- you know,
21 I am 71, so my memory is not what it used to be.

22 BY MR. CHAPMAN:

23 Q. Would you be able to estimate for me, sir,
24 leaving aside the Auriga documents, how many
25 documents CNA Holdings has relating to the

1 Spartanburg facility?

2 MR. MARSHALL: Objection; form.

3 THE WITNESS: Oh, I think I was
4 told they have over 10,000 that are specific to
5 Spartanburg.

6 BY MR. CHAPMAN:

7 Q. Do you know where those documents are?

8 A. They would be in counsel's office or
9 electronic.

10 Q. And when you say "counsel's office," who are
11 you referring to?

12 A. To Hawkins, Parnell, Thackston & Young.

13 Q. Okay. Did you review any of those estimated
14 10,000 documents in this case?

15 A. I have reviewed them in the past, some of
16 them. I did not pull all those out to review them
17 again.

18 Q. Do you know, sir, if those documents were
19 produced in this case?

20 A. The ones that were relevant to this
21 particular case in Spartanburg were produced.

22 Q. Those 10,000 documents?

23 MR. MARSHALL: Objection; form.

24 THE WITNESS: They -- I think they
25 produced the ones that were responsive to the

1 discovery request. I don't think they gave you
2 all 10,000.

3 BY MR. CHAPMAN:

4 Q. Do you know, sir -- if you don't know, you
5 don't know. Do you know when that was produced to
6 us?

7 A. No, I don't. I think some of it was as late
8 as a week ago Friday, last Friday or something like
9 that. One of them was pretty recent.

10 Q. Do you -- and again, if you don't know, you
11 don't know. Do you happen to know, sir, if those
12 documents were given to us in previous litigation
13 you've had relating to the Spartanburg facility?

14 A. I don't know that.

15 Q. All right. When was the last time, sir,
16 that you looked through those documents?

17 A. There's been several cases recently, and I
18 can't give you the time frame for those, but I would
19 have looked at -- through some of those documents
20 related to those cases within the last year or two.

21 Q. Do you know, sir, in what order or otherwise
22 how those documents are maintained?

23 A. I do not.

24 Q. Do you know if they're indexed in any
25 fashion or are they just a box of documents in no

1 order or anything?

2 A. I know some of them are electronic, some of
3 them they just got; I don't know if they've been
4 scanned in or not yet.

5 MR. CHAPMAN: And I guess, Barret,
6 maybe just to clear this up so we don't go down a
7 rabbit hole, do you know if the documents that
8 were produced to us within the last two weeks
9 were all the documents you got from Auriga or
10 these included these 10,000 documents?

11 MR. MARSHALL: Well, so, let me do
12 the best to clear this up, to my abilities, so
13 that we're all on the same page. As you're well
14 aware, you know, litigation has been ongoing
15 between Celanese and, in the course of
16 litigation, we had developed an electronic
17 database on a number of documents. For this case
18 specifically, we conducted a review of that
19 electronic database with hundreds of search terms
20 that are relevant to this case to try and pull
21 documents from that universe of documents. So
22 some of the production includes the results of
23 that.

24 There are also hard copies,
25 documents that were reviewed for this case, which

1 we also pulled relevant documents from that were
2 produced. There were also documents that we
3 received from Auriga in that investigation, and
4 those documents have also been produced. There
5 are also documents we have acquired over the
6 course of litigation such as Daniel documents
7 that have also been produced in this case. So
8 there are many different, you know, sources of
9 documents that have been investigated to reach an
10 ultimate production that is the Crawford
11 production, if that was what you were getting at.

12 MR. CHAPMAN: Kind of.

13 BY MR. CHAPMAN:

14 Q. Let me ask you, sir --

15 MR. McDONALD: Can I just jump in
16 one second? And just for the record, and I don't
17 expect anybody to respond, I wasn't aware that
18 CNA had made a production to the plaintiffs, I
19 gather, in the last ten days, and Daniel would
20 like the same opportunity to review those
21 documents or receive the same thing.

22 MR. MARSHALL: Yeah. And, by the
23 way, you know, we have the entire production
24 here.

25 MR. McDONALD: Yes.

1 MR. MARSHALL: Documents for use
2 at the deposition, he is prepared to answer
3 questions about any document that you have
4 questions about.

5 MR. TATE: I will make the same
6 statement. This is Ronald Tate for Flowserve.

7 BY MR. CHAPMAN:

8 Q. All right, sir. Let me ask you -- whether
9 or not he meant to, I think your counsel raised more
10 questions for me, so --

11 MR. MARSHALL: That's always the
12 way it works.

13 MR. CHAPMAN: That's right.

14 BY MR. CHAPMAN:

15 Q. -- have you ever reviewed this electronic
16 database?

17 A. I have not.

18 Q. Do you know how many documents it includes?

19 A. I do not.

20 Q. Do you know where it's maintained?

21 A. I do not.

22 Q. Do you know who is responsible for searching
23 it?

24 A. Counsel.

25 Q. Do you know if it was searched in this

1 particular case?

2 A. They told me it was, yes.

3 Q. Do you know what search terms were used?

4 A. It was over 100. If you have a specific one
5 you want to know about, I can probably tell you
6 whether or not I kind of remember it, but I can't
7 remember 100 search terms.

8 Q. I mean, can you remember any of them?

9 A. Pumps, asbestos, valves, boilers, Industrial
10 Hygiene Foundation, it runs the gamut.

11 Q. I understand. Do you know, sir, if in that
12 database, any records relating to contractors on site
13 exist?

14 A. I do not know. That was one of the search
15 terms was contractors.

16 Q. What about purchase orders or invoices or
17 supply contracts of -- excuse me -- insulation?

18 A. I know there were purchase orders in the
19 material that I've reviewed. I can't remember one
20 specifically for insulation.

21 Q. Do you know, sir, if in its search of this
22 database, Celanese used the term Daniel?

23 A. Yes, it did.

24 Q. And do you know how many documents that
25 turned up?

1 A. No, I do not.

2 Q. Do you know if it turned up any?

3 A. Well, I know there's contracts, documents,
4 between the corporation and Daniel's, both
5 construction, engineering and maintenance -- for all
6 three, not just both.

7 Q. So outside of the contracts, which has been
8 subject to lots of litigation in this case, lots of
9 review, do you know if there are any other documents
10 related to Daniel?

11 A. Well, there was some correspondence that I
12 remember reading. I can't relate to you what the
13 content was, but I know there were memos -- excuse
14 me -- letters between Daniel's and the corporation,
15 but again, I don't remember the content of them.

16 Q. All right. Do you know, sir, if the search
17 from Covil was used, K -- sorry -- C-O-V-I-L?

18 A. I believe it was.

19 Q. And do you know if that turned up any
20 documents?

21 A. I do not -- no.

22 Q. You don't know?

23 A. I don't know.

24 Q. The hard copy documents, do you know what
25 those are? I'm sorry. Your counsel referred to an

1 electronic database and some hard copy documents.

2 A. Right.

3 Q. Do you know what the hard copy documents
4 are?

5 A. It's the things that I have been talking
6 about.

7 Q. So are they the exact same thing that's in
8 the database?

9 A. I don't know that all the hard copies have
10 been put in the database yet. I think the plan is to
11 put them into the database, but at this point some of
12 them are just hard copy, unless they have just
13 recently been put in.

14 Q. Do you know, sir, if all of the hard copy
15 documents were reviewed in this case?

16 A. By me?

17 Q. By anybody.

18 A. Yes.

19 Q. Who?

20 A. Counsel and I reviewed some.

21 Q. You reviewed some?

22 A. Yes.

23 Q. Okay. Do you -- how do you know that every
24 single document was reviewed?

25 A. Based on information from counsel.

1 Q. And do you know who specifically reviewed
2 them?

3 A. No.

4 Q. Do you know how long they looked?

5 A. No, I don't. I don't have that information.

6 Q. How many hard copy documents did you review?

7 A. I -- I mean, over the course of history
8 related to Spartanburg, probably thousands.

9 Q. What about in this case?

10 A. Well, a lot of them I relied on what I
11 already knew from my experience and -- I don't know,
12 several hundred. I don't count them as I review
13 them.

14 Q. Understood. All right.

15 So you requested -- by "you," I mean CNA
16 Holdings -- documents from Auriga?

17 A. Yes.

18 Q. Is that because they currently own the
19 facility?

20 A. That's correct.

21 Q. When did -- just for -- to give the jury
22 some context, when did Celanese sell the facility?

23 A. Excuse me. It -- originally I think it was
24 around '90, mid to late '90s, and it became KoSa.
25 And when I retired in 2001, it was still KoSa. And

1 sometime after 2001 it was sold to Indorama and
2 became Auriga Polymers, a division of Indorama, or
3 something like that.

4 Q. All right. When Celanese sold the facility
5 to KoSa in the mid late '90s, what happened to the
6 documents relating to the Spartanburg facility?

7 A. They stayed at Spartanburg.

8 Q. Did Celanese retain any copies of those
9 documents?

10 A. I can't answer that. I don't know, is the
11 answer.

12 Q. The documents that Celanese had prior to
13 requesting the documents from Auriga in this case,
14 where did they get those documents?

15 A. Celanese would have had some documents
16 related to Spartanburg, but they would not have taken
17 all of the documentation from Spartanburg and moved
18 it to Celanese corporate.

19 Q. Why not?

20 A. They were site documents.

21 Q. The documents that they did have -- I guess
22 the disconnect -- the documents that you did have,
23 you said they would have taken some but not all?

24 A. No. They would have had some in their
25 possession. I didn't say they would have taken some.

1 Q: Got it.

2 So the ones that they had in their
3 possession, where would they have gotten those from?

4 A. They would have been corporate contracts,
5 legal documents, record retention policies, corporate
6 policies, environmental safety and health policies,
7 accounting records, I mean, it's a long list and --

8 Q. So if I'm understanding you, sir, those are
9 more general Celanese documents?

10 A. But some of them would be site specific,
11 because I believe that corporate had to approve
12 contracts that were made by Spartanburg, as an
13 example. The corporate also would be the one that
14 would negotiate insurance contracts, Workers' Comp
15 contracts, things like that.

16 Q. Outside of the contracts with Daniel's, for
17 example, can you think of any other site specific
18 documents that Celanese would have retained?

19 A. They might have had, at some point in time,
20 employee names, might have. I don't know how their
21 HR systems worked out, if it was all local or if it
22 was also corporate. The safety policies, that would
23 be a corporate document. The plant would also have
24 supplemental policies to expand upon the corporate
25 policies.

1 Q. So, sir, what about documents like sales
2 invoices or purchase orders or things like that,
3 would that be something that Celanese retained?

4 A. Probably not, unless it was a major national
5 contract.

6 Q. Prior to asking Auriga in this case, did
7 Celanese ever make an attempt to try to find those
8 documents?

9 MR. MARSHALL: Objection; form.

10 THE WITNESS: Which -- any
11 document?

12 BY MR. CHAPMAN:

13 Q. Any site specific documents, other than the
14 ones that were retained that you were talking about.

15 A. Well, they had -- counsel has documents in
16 their possession that relate to Spartanburg that was
17 before this request, yes.

18 Q. And do you know where they got those?

19 A. I do not.

20 Q. So if I wanted to see sales invoices or
21 purchase orders or who the supplier of insulation was
22 in the 1970s, where would I go to find that?

23 MR. MARSHALL: Objection to form.

24 THE WITNESS: In the records that
25 we have produced. They would likely have come

1 from the recent discovery requests that we made
2 to Auriga, if we didn't already have some in our
3 possession.

4 BY MR. CHAPMAN:

5 Q. Do you know they're in there?

6 A. No, I don't. I have not reviewed
7 specifically every document.

8 Q. In your review of the documents that
9 Celanese got from Auriga, did you see any documents
10 for the 1970s at all?

11 A. I -- no, I didn't.

12 Q. Did you see any from the early to mid 1980s?

13 A. I really can't recall the dates of the
14 documents I saw. I was not focusing on that. I was
15 looking more at content and, you know, we have got
16 them here if you want to ask about them. I know the
17 discovery presentation to you, the last thing was
18 kind of late, but we have got them here if we -- you
19 want to ask me something specific.

20 Q. Well, what -- before we take, you know, the
21 hours it would take to do that, I want to know, sir:
22 Do you know if there are any sales records or
23 insulation specs contemporary to the 1970s in there
24 at all?

25 A. I do not. If Auriga had them, they would be

1 in there. I doubt that the record retention policy
2 required them to keep that kind of information.

3 Q. Okay. And if they're not in there, where
4 can we go to find those?

5 MR. MARSHALL: Objection.

6 THE WITNESS: They probably don't
7 exist.

8 BY MR. CHAPMAN:

9 Q. And why do you say that?

10 A. Well, if Auriga hasn't produced them and we
11 asked for them, and they were very cooperative, then
12 they don't have them and they don't exist somewhere
13 else.

14 Q. And I really do not want to kind of go in a
15 circle about this or retread, but I will just
16 represent to you, sir, at least in my review of the
17 documents, I didn't see anything in there prior to
18 the late 1980s. And so I want to know: Did you, in
19 your review, can you remember any document in there
20 prior to the late 1980s?

21 A. No. Again, I didn't focus on the date, so,
22 no, I can't.

23 Q. Okay. And again, I know this is -- you have
24 been asked about this extensively in other
25 depositions, so I just want to, again, to give the

1 Jury some context. CNA Holdings, Celanese, had a
2 Workers' Comp claim related to asbestos exposure in
3 1983?

4 MR. MARSHALL: Object to form.

5 BY MR. CHAPMAN:

6 Q. Is that right?

7 A. I don't know.

8 Q. Do you recall the earliest time that there
9 was such a claim relating to asbestos exposure?

10 A. I don't remember the date. I think there
11 was a claim in Texas for something, but I don't
12 remember the details or the date about it.

13 Q. Do you remember if it was the early 1980s?

14 A. No, I don't. I may have known at one point
15 when I recently reviewed it, but I have not reviewed
16 it recently.

17 Q. Okay. If I want documents, sir, site
18 specific documents of Spartanburg, such as the type
19 of documents I have been talking with you about, and
20 Celanese has not given them to me, and Auriga did not
21 have them, they're not in that production, does
22 Celanese know of any other place I can go to to try
23 to find those documents?

24 MR. MARSHALL: Objection; form.

25 THE WITNESS: No, I can't. I

1 mean, I think Daniel's may have some records
2 pertaining to what you are asking for. I think
3 that came up in the deposition of their corporate
4 representative. Because they, in a lot of cases,
5 they acted as our agent in purchasing and
6 receiving and so forth.

7 BY MR. CHAPMAN:

8 Q. Do you know what Daniel's has?

9 A. No, I do not.

10 Q. Has Celanese asked Daniel's for any
11 documents in this case?

12 A. I don't know.

13 Q. Do you know if they have asked Daniel's for
14 documents in any case related to the Spartanburg
15 facility?

16 A. We have some Daniel's -- or documents that
17 relate to Daniel's. I don't know if we -- I cannot
18 remember if we have a document specific to Daniel's
19 that is a Daniel's document.

20 Q. Do you know, sir, if Celanese sent Daniel's
21 a request for production, for example, in this case,
22 for documents related to the Spartanburg facility?

23 A. No, I don't.

24 Q. All right. Well, we have been going for
25 about an hour. Do you want to take a quick break?

1 A. I'm okay right now. It's up to you, I mean,
2 if you want to take a break. I'm fine or --

3 Q. Well, I'm in the middle of a section, I just
4 know you're not feeling well, so let me --

5 A. No, no, no, I feel okay.

6 Q. Okay.

7 A. I just have this cough that keeps bothering
8 everybody. I'm sorry.

9 Q. No, it's okay. It's okay.

10 Let me finish up this section and then we'll
11 take a break. How about that?

12 A. Sure.

13 Q. All right. So similarly, sir, kind of along
14 the same lines, would that include any sort of sales
15 records or purchase orders for any pieces of
16 equipment, such as pumps, valves, boilers, things
17 like that?

18 MR. MARSHALL: Object to form.

19 THE WITNESS: You mean the records
20 that we produced?

21 BY MR. CHAPMAN:

22 Q. Yes, sir.

23 A. Yes, it could.

24 Q. Have you seen any of those in there?

25 A. I have seen purchase orders. I cannot

1 remember what they were for.

2 Q. And again, with what we were discussing
3 earlier with like sales orders for insulation specs
4 or anything like that, if Celanese didn't give them
5 to me and if they're not in the Auriga docs, do you
6 know of any other place I can go to try and find
7 that?

8 MR. MARSHALL: Objection; form.

9 THE WITNESS: Well, you have got
10 insulation specs.

11 BY MR. CHAPMAN:

12 Q. I understand, sir.

13 A. Okay.

14 Q. Sorry. That was confusing. Let me go back.

15 A. That's all right.

16 Q. And I ask bad questions sometimes.

17 If I wanted to know about what pumps or
18 valves or boilers, for example, were at Spartanburg
19 in the 1970s, and they're not in the documents that
20 Celanese has given us or in the Auriga documents, do
21 you know of any other place I can go to to try to
22 find that out?

23 MR. MARSHALL: Objection; form.

24 THE WITNESS: The only other place
25 I would know of would be any Daniel's documents

1 that they might have related to purchasing. But
2 I would be surprised -- if you don't have them,
3 then they probably don't exist today.

4 BY MR. CHAPMAN:

5 Q. Do you know, sir, what, if anything,
6 Celanese has done to try to find out what pumps and
7 valves and boilers or other pieces of equipment were
8 on site from '70 to '74?

9 A. Well, one was the Freedom of Information Act
10 that identified the manufacturer of all the boilers
11 and what boilers are there. They sent the discovery
12 request to Auriga Polymers, who said they would
13 comply with that, and they generated many documents
14 in response to that. If the information you want is
15 not there or in prior discovery requests, I forget
16 what you call it where we provided documents to you.
17 If it's not in that, then it probably doesn't exist,
18 and I wouldn't know where to go.

19 Q. The discovery request or the request that
20 you sent to Auriga, do you know when that was sent?

21 A. Sometime in the last two months, I believe,
22 three months, maybe. Maybe it could have been six
23 months, but it's fairly recent.

24 Q. Do you know, sir, if there was an official
25 subpoena or a third-party discovery or any documents

1 sent?

2 A. I think there was a document. I don't know
3 if it was a subpoena..

4 Q. Have you seen the document?

5 A. No, I have not.

6 Q. Do you know, sir, what types of documents
7 were requested?

8 A. It was what you requested in your discovery
9 request.

10 Q. Do you know if it was word-for-word what we
11 requested?

12 A. I do not. I did not see the document, so I
13 don't know.

14 MR. CHAPMAN: Okay. Barret, we're
15 probably going to want that document, whatever
16 request Celanese made to Auriga.

17 MR. MARSHALL: Well, I reserve the
18 right to assert any privilege request that
19 applies to it, and that's something that can be
20 withdrawn and then address however we need to
21 after that.

22 MR. CHAPMAN: Sure.

23 BY MR. CHAPMAN:

24 Q. Do you know, sir, who that request was sent
25 to over at Auriga?

1 A. I do not.

2 Q. Do you know how many documents Auriga has
3 generally, related to the Spartanburg facility?

4 A. Has generally?

5 Q. Yes.

6 A. Whatever records are required for the
7 operation of the site and for legal reasons.

8 Q. Do you know, sir, if Auriga produced all the
9 records it has relating to Spartanburg to Celanese?

10 A. I do not.

11 Q. Do you know, sir, if Celanese produced all
12 the records they got from Auriga to me in this case?

13 A. I think they reviewed them for being
14 responsive to the discovery request, and if it wasn't
15 responsive, then they didn't supply those.

16 Q. Do you know how many of those there were?

17 A. No, I don't.

18 Q. Do you know, sir, what --

19 A. Excuse me.

20 Q. You're okay. And when you say "they
21 reviewed," do you mean counsel for Celanese?

22 A. Uh-huh.

23 Q. Yes?

24 A. Yes. I'm sorry.

25 Q. That's okay.

1 Do you know, sir, what their criteria was
2 for determining what was and what was not responsive?

3 A. It was based on request and the discovery
4 request, what was contained in that.

5 Q. Do you know, sir, if Celanese, in this case,
6 made any inquiries to find documents relating to
7 Covil Insulation?

8 MR. MARSHALL: Object to form.

9 THE WITNESS: They asked for
10 purchase orders, things like that, which would
11 have been identified if they had them. Again,
12 generally, Daniel's did the management of
13 subcontractors on site. It would have probably
14 have been a Daniel's document.

15 BY MR. CHAPMAN:

16 Q. When I deposed Mr. Buck last week, he said
17 that when Daniel's would order something for
18 Spartanburg, that part or the insulation, whatever it
19 ended up being, Celanese had to approve that
20 purchase; is that correct?

21 MR. MARSHALL: Objection; form.

22 THE WITNESS: The way he described
23 it is they would get bids on whatever they were
24 going to purchase, and then that -- Daniel's
25 would make a recommendation on what they thought

1 should be purchased or from whom, and then
2 Celanese would approve that recommendation, or
3 they may not, they may say, no, let's do this
4 one.

5 BY MR. CHAPMAN:

6 Q. Let me first ask you: Do you know, sir, of
7 a time when Celanese did not approve a Daniel
8 recommendation to purchase insulation?

9 A. No, I do not.

10 Q. Mr. Buck also said that after Celanese would
11 approve that recommendation, the purchase order or
12 the sales invoice, whatever it was, would go out on
13 Celanese stationery. Do you know if that's true or
14 false?

15 A. I know that did happen, yes. I don't know
16 that it happened in every case.

17 Q. Do you know if it happened at Spartanburg?

18 A. Yes.

19 Q. Would those be site specific documents that
20 Celanese would keep?

21 MR. MARSHALL: Objection; form.

22 THE WITNESS: At Spartanburg?

23 BY MR. CHAPMAN:

24 Q. Yes, sir.

25 A. At Spartanburg, yes. Well, based on the

1 record retention policy, it doesn't mean they'd keep
2 them forever.

3 Q. Do you know, sir, if any of those documents
4 exist in the production Celanese made to us in this
5 case?

6 A. I have seen purchase orders for buying
7 something that was for Spartanburg. And the
8 contracts that I have reviewed said that, in some
9 cases, Daniel's would do the purchasing for capital
10 projects and in some cases Celanese would do it.

11 Q. And do you know if any of those purchase
12 orders were for insulation?

13 A. I do not recall that. I don't remember
14 that, is the right answer.

15 Q. If Daniel's wanted to contract with a
16 subcontractor for work at Spartanburg, would Celanese
17 have to approve that?

18 A. I have not seen any documentation which
19 indicated that. But we had a close working
20 relationship with Daniel's in all activities, and I
21 would -- I don't want to assume -- it probably
22 happened, but there is no documentation to prove it.

23 Q. It's fair to say, sir, that Celanese had
24 rules and regulations that contractors had to follow
25 on site?

1 A. Yes.

2 Q. So any subcontractor that Daniel hired had
3 to follow those same rules and regulations?

4 A. That's true, as did Daniel's.

5 Q. If there was any sort of contract or supply
6 agreement between Daniel's and another party, would
7 that be a document that Celanese has or kept at one
8 point?

9 A. It would keep it for some period of time
10 after it was executed, yes.

11 Now, I want to back up. Contracts --
12 subcontractors would have been approved by Celanese
13 because it would have been purchase ordered to issue
14 that subcontract. So just going along with what we
15 said before, yes, they would have approved it.

16 Q. Okay. So --

17 A. Daniel's would have made a recommendation
18 and we would have said yes or no.

19 Q. So first, Celanese would know not only
20 Daniel was there, but every subcontractor that was on
21 site?

22 A. That's correct.

23 Q. And Celanese would know every supplier in
24 which Daniel's used to provide materials for
25 Spartanburg?

1 A. Except for small tools and things like that
2 that we didn't need to approve, because it was more
3 like a supply item for the contractor; we would not
4 get involved in that, normally.

5 Q. They would know who the supplier of
6 insulation was?

7 A. Yes, they would.

8 Q. And then just to kind of circle up and then
9 we'll take a quick break. I mentioned the 1983
10 Workers' Comp claim. But you remember there was one
11 in Texas?

12 A. Yeah, that's all I remember is there was
13 one.

14 Q. All right. So I don't know if you know,
15 I'll just represent to you, sir, this was discussed
16 back with Justice Toal in March at a hearing. Do you
17 know if Celanese has done anything since then to look
18 into that Workers' Comp claim?

19 MR. MARSHALL: Objection; form.

20 THE WITNESS: I do not.

21 BY MR. CHAPMAN:

22 Q. Do you know -- you don't know if they have
23 or not?

24 A. I do not.

25 Q. Nothing has been communicated to you?

1 A. That's correct.

2 MR. CHAPMAN: Okay. All right.

3 Let's take a quick break.

4 THE WITNESS: Okay.

5 THE VIDEOGRAPHER: This concludes
6 video number one. Going off the record at 10:43.

7 (A recess was taken.)

8 THE VIDEOGRAPHER: This is the
9 beginning of media number two. We're going back
10 on the record at 11:01.

11 BY MR. CHAPMAN:

12 Q. Okay. We took a little break. During the
13 break, I actually -- there's seven boxes of documents
14 here today that Celanese brought, and I went, in less
15 than ten minutes, and I went through and looked at --
16 peeked at a few of them just to see. And to be more
17 correct, it appears that there is more like 19,000,
18 20,000 than 30,000 of them, so just to correct it on
19 the record. And I -- in fact, I did find some
20 documents that were in there from the 1970s.

21 A. Okay.

22 Q. They appear to me to be the ones that I saw
23 solely related to the Daniel's contracts. And in
24 fact, they have the same Bates labels as the
25 documents that Daniel's produced to us in this case.

1 A. Okay.

2 Q. Do you know if there is anything different
3 than that in there?

4 MR. MARSHALL: Objection; form.

5 THE WITNESS: Excuse me. I
6 haven't reviewed specifically all the documents
7 that are in there. I know it's what Auriga
8 produced, some of it is what Auriga produced, and
9 it was based on our document request. And it
10 could be purchase orders, procedures, inspection
11 results, any number of documents that could be in
12 there.

13 BY MR. CHAPMAN:

14 Q. So if I'm understanding you, sir, maybe this
15 is something I didn't appreciate earlier, the entire
16 production, 19, 20,000 pages, is that a compilation
17 of documents; one that Celanese already had and
18 documents that were obtained from Auriga?

19 A. That's correct.

20 Q. So all of those documents aren't what came
21 from Auriga?

22 A. At some point in time, they probably did.
23 Whatever the corporate entity was that owned that
24 site, probably came from that site, or corporate
25 documents that Celanese already had.

1 Q. And would you be able to differentiate for
2 me, sir, what documents Celanese already had versus
3 the ones it just got from Auriga?

4 A. I would have to guess based on -- if you
5 showed me a document, I would have to guess where it
6 came from.

7 Q. And I don't want you to guess, but --

8 A. I know.

9 Q. -- would you be able to tell me, based on
10 your experience, the kind of documents -- let me see
11 if I can repeat that -- based on your experience, the
12 kind of documents that Celanese would have had versus
13 the ones that just got the abatement records, for
14 example?

15 A. It could be similar documents between what
16 they already had and what they just got. Is that
17 your question?

18 Q. I'm asking it a little bit different and I'm
19 probably asking it in a bad way. So let me try to
20 get at it this way. Prior to making the request to
21 Auriga, did Celanese have any abatement records for
22 the Spartanburg facility?

23 MR. MARSHALL: Objection; form.

24 THE WITNESS: I believe I have
25 seen abatement records prior to the most recent

1 request, but I can't verify that in my memory.

2 MR. MARSHALL: And I'm only
3 offering this if you want the information. I can
4 tell you the Bates range of the documents that
5 were received from Auriga, if that gets to what
6 you're trying to get at --

7 MR. CHAPMAN: Yes.

8 MR. MARSHALL: -- if you can
9 differentiate.

10 MR. CHAPMAN: Yes.

11 MR. MARSHALL: Okay. Crawford
12 000001 through 000039 and Crawford 005594 through
13 005820202.

14 BY MR. CHAPMAN:

15 Q. Okay. Sir, do you have any knowledge to say
16 that's true one way or the another?

17 A. No.

18 MR. CHAPMAN: So to make sure I
19 have it correct, 1 through 39, and 5594 through
20 5802?

21 MR. MARSHALL: Correct.

22 MR. CHAPMAN: All right.

23 THE WITNESS: And that relates to
24 page numbers; is that correct?

25

1 BY MR. CHAPMAN:

2 Q. So we're talking about Bates numbers.

3 A. No, I know. But each number is a different
4 page?

5 Q. That's right.

6 A. Okay. That was my question.

7 Q. And I may have asked you this earlier, and
8 if I did, I apologize. Just looking at that range,
9 we're looking at, I don't know, 250 documents maybe.
10 Do you know how many documents were produced total
11 from Auriga to Celanese?

12 MR. MARSHALL: Objection; form.

13 MR. CHAPMAN: No, I do not.

14 BY MR. CHAPMAN:

15 Q. Do you -- I mean, do you know, was it 250 or
16 was it 250,000, do you have any idea?

17 A. It was -- I have heard the number 10,000. I
18 think somewhere over 3,000 were -- well, I don't
19 know. I'm sorry, I get confused about what numbers
20 relate to what. I don't know if the 10,000 is total
21 documents relative to this case or the ones that were
22 produced by Auriga in this case -- or in the
23 discovery request that was made to Auriga.

24 Q. Okay. And would you -- now, I know I have
25 asked this but kind of in a different context now.

1 Now that we know that we're dealing with 250
2 documents as opposed to tens of thousands of
3 documents, do you know what Celanese got new from
4 Auriga that they didn't have previously?

5 A. No, I don't.

6 Q. Obviously we can go look at these Bates
7 records see what they are.

8 A. Right.

9 Q. But do you know, sir -- let me ask you this:
10 The documents that weren't produced to us that were
11 withheld or what Celanese determined was not
12 relevant, do you know if that contained new
13 information that Celanese did not have prior to its
14 request to Auriga?

15 A. I do not know.

16 Q. Okay. All right. Let's change gears. Sir,
17 I want to hand you what I'm marking as Exhibit 4.

18 (Exhibit No. 4 was marked for
19 identification.)

20 Q. All right. Sir, I will represent to you
21 that I pulled this off of the South Carolina
22 Department of Health and Environmental Control
23 website late last night. Would you be able to tell
24 me what we're looking at?

25 A. Can you give me a minute? It's --

1 Q. Sure, take your time.

2 A. I am trying to identify -- yeah, this looks
3 like the well locations, sampling locations, at the
4 Spartanburg site; Spartanburg meaning the Auriga --
5 actually, there's a couple of different companies on
6 this site, but what used to be the Celanese site
7 entirely.

8 Q. Okay. And so I understand that there are
9 marks here for other purposes.

10 A. Yes.

11 Q. The well locations and things.

12 The map itself, the site itself, what are we
13 looking at?

14 A. Well, it's bordered by Interstate 85, and
15 then several other roads I don't remember the name
16 of. It also includes -- I don't know if it's still
17 Johns Manville, but they -- when Celanese sold the
18 site, Johns Manville purchased part of it, and
19 another company purchased another part of it, and
20 there was another part that was sold to another
21 company, so there were actually three different
22 owners on this same site. Now, they're physically
23 separated, so it wasn't like they shared space.

24 Q. Okay. On part or all of this map, sir, is
25 what was formerly known as Hoechst Celanese in

1 Spartanburg?

2 A. Yes. All of this -- all of Hoechst
3 Celanese, I believe, is on this site, is on this map.

4 Q. Do you believe this to be a fair and
5 accurate representation of Hoechst Celanese?

6 A. Yes, at a point in time, not today.

7 Q. What point in time?

8 A. Well, the mid to late '90s when it was --
9 when Celanese sold the site to, I think, three
10 different other parties.

11 Q. Okay. And would you be able to tell me,
12 sir, which buildings were or not there in the early
13 to mid '70s?

14 A. To some extent, yes. I mean, some of these
15 buildings were there that weren't there later; they
16 were removed, demolished. So some of the
17 representations on here are not -- are things that
18 aren't there now. But, yes, I could give you a
19 fairly good picture of it.

20 Q. Okay. What I would like to do, and I
21 attempt fate by trying to print this again, but is
22 that Exhibit 4, is that what we marked it as?

23 A. Yes.

24 Q. So I would like to mark Exhibit 5 as another
25 copy of this just so we have a clean copy, and what I

1 will do, sir -- do you have a pen with you?

2 A. Yes.

3 Q. Would you be able to, on that map, circle
4 for me where Poly 1 is?

5 A. Whoa. Where is the microscope?

6 MR. McDONALD: Is that the same
7 thing as the Batch plant?

8 THE WITNESS: Yes. That's Poly
9 and Poly 1; based on Crawford's deposition, it's
10 the same.

11 MR. MARSHALL: So we have marked
12 his as 4?

13 MR. CHAPMAN: Right.

14 MR. MARSHALL: Do you want him to
15 actually mark on this one?

16 MR. CHAPMAN: I do. So I have
17 marked 5 as kind of a placeholder, and we'll
18 print another one and actually --

19 MR. MARSHALL: An unmarked copy?

20 MR. CHAPMAN: Yes.

21 MR. MARSHALL: All right.

22 MR. CHAPMAN: Just so we have a
23 clean copy and one marked.

24 MR. MARSHALL: Fair enough.

25

1 BY MR. CHAPMAN:

2 Q. If it helps, I have this on my computer, you
3 might be able to zoom in. I'm happy to let you look
4 at that if you'd like.

5 A. Well, I think I can find it. I'm just
6 trying to --

7 MR. MARSHALL: If you have
8 questions and want to look and can zoom in, just
9 go ahead to make sure.

10 THE WITNESS: I can come over
11 there.

12 BY MR. CHAPMAN:

13 Q. No. Let me run it over to you so your
14 counsel can look at it as well.

15 MR. MARSHALL: Let's stay on the
16 record for a second. You want him right now to
17 mark where Poly was?

18 MR. CHAPMAN: Yes.

19 THE WITNESS: Poly 1.

20 MR. MARSHALL: Poly 1. What
21 about -- are you going to go through --

22 MR. CHAPMAN: We are.

23 MR. MARSHALL: Because I'm just
24 thinking -- well, it's up to you. If you want to
25 do it on the record, we can do it on video and

1 everything, or tell him what you want him to do
2 and then we can go off, he can do it, however you
3 want to do it. You're driving the boat, so to
4 speak.

5 MR. CHAPMAN: I understand.

6 BY MR. CHAPMAN:

7 Q. Let me first ask you, sir, if you were able
8 to see a little more clearly, maybe on my computer,
9 is that something you might be able to do quickly or
10 would it take you a minute?

11 A. Well, I could do it fairly quickly, I think.
12 It's just a matter of how to draw it on this small
13 print.

14 Q. Okay.

15 A. If you can zoom it in, I can do it pretty
16 quickly. I just -- my trouble is identifying bevs. I
17 know where it is.

18 MR. CHAPMAN: I understand. So
19 let's go off the record for a second and figure
20 out the best way to do it and we'll come back on.

21 THE WITNESS: Okay.

22 THE VIDEOGRAPHER: Off the record
23 at 11:14.

24 (Off-the-record discussion;
25 Exhibit No. 5 was marked for

1 identification.)

2 THE VIDEOGRAPHER: Back on the
3 record at 11:24.

4 BY MR. CHAPMAN:

5 Q. All right, sir, we're back. And if the
6 members of jury watching this wonder what in the heck
7 we're doing, you have my laptop in front of you; is
8 that right?

9 A. That's correct.

10 Q. And you have got the same map on that screen
11 as what is in Exhibit 4; is that right?

12 A. Yes.

13 Q. Okay. Do you have the laptop there because
14 you can see a little bit bitter?

15 A. Yes, I can --

16 Q. Okay.

17 A. -- actually read some.

18 Q. All right. So you have a red pen and a blue
19 pen there in front of you. I want to go through and
20 kind of see if you can outline some of the site
21 specific plants -- or not plants but buildings there
22 before you on Exhibit 4. Okay?

23 A. Yes.

24 Q. So first, we did confirm that what we're
25 looking at on Exhibit 4 is Hoechst Celanese?

1 A. That's correct.

2 Q. All right. Would you be able to tell me,
3 just circle in red, where the front gate is?

4 A. Front gate? Right there. So that would be
5 right there.

6 Q. All right. And just so we can try to keep
7 this in some sort of order, can you put a little red
8 "1" next to that? Thank you.

9 All right. Now, we have heard about a
10 couple of different buildings in this case. Where is
11 the Batch Poly building?

12 A. It's right along -- Batch Poly would be
13 somewhere right along in here, although -- and it
14 says this drawing is not to scale, so it's not exact.
15 So it would be -- you want me to do this in red?

16 Q. Please. Put a circle around it.

17 A. I'm going to draw a square, is that -- or a
18 rectangle.

19 Q. That's fine.

20 A. Because it really is rectangular. And
21 again, since it's not to scale, I'm just estimating.

22 Q. Would you be able to put a red "2" next to
23 that?

24 A. Yes.

25 Q. Where would the Continuous Poly building be?

1 A. It would be right along -- do you want me to
2 do it in red?

3 Q. Please.

4 A. Okay. And then put a "3" by that?

5 Q. Please. And so I understand, the Batch
6 Poly, which you have boxed with a red "2," that's the
7 same as Poly A?

8 A. Poly 1.

9 Q. Poly 1. I'm sorry.

10 A. He may have referred to it as Poly A, but I
11 think he -- I remember Poly 1, but Batch Poly.

12 Q. And the Continuous Poly is Poly 2?

13 A. Poly 2, yes.

14 Q. What about the warehouse where Mr. Crawford
15 worked?

16 A. That would have been probably right in here.
17 Do you want me to do that?

18 Q. Please.

19 A. I'm not sure exactly what that building is,
20 because -- and I messed up my "2." That's a "4"?

21 Q. Yes.

22 A. Okay.

23 Q. So to be clear, because these buildings are
24 kind of close to each other, the Warehouse is boxed
25 with a "4" to the right, the Batch Poly is boxed with

1 a "2" to the right, and the "3" -- I'm sorry, the
2 Continuous Poly is boxed with a "3" on top of it; is
3 that correct?

4 A. That's correct.

5 Q. What about the Staple buildings, where are
6 those?

7 A. Staple is starting back here, and including
8 the Warehouse, all the way up to here.

9 Q. Let me ask you: The Staple, is it one
10 building or two buildings?

11 A. Staple A and B is essentially one building.
12 I mean, there's walls internally, but it's not to
13 separate Staple A from Staple B.

14 Q. Will you please box or circle the Staple
15 building.

16 A. Let's see. And this will include the
17 Warehouse for Staple. And put a "4" here?

18 Q. A "5."

19 A. Right, "5". Thank you.

20 Q. Okay. So that's a fairly large area in
21 comparison to the others?

22 A. Yes.

23 Q. And you said that's because it includes a
24 warehouse as well?

25 A. Well, it includes what's call a Stretch

1 Line, which in length is longer than this room. And
2 then on the end of that is Warehouse, which is bulk
3 storage -- well, I'm sorry, not bulk, it's bale
4 storage, which is quite large.

5 Q. And when you say "longer than this room,"
6 what would your estimate be for how long this room
7 is?

8 A. Oh, 50 feet, maybe, maybe more.

9 Q. Do you know of any other place, sir, where
10 Mr. Crawford worked while at Hoechst Celanese?

11 A. No, just "2," "3" and "4".

12 Q. Okay.

13 A. According to his deposition.

14 Q. All right. We may come back to that later,
15 but I think we can put that aside for just a second.

16 A. Okay.

17 MR. CHAPMAN: So go off the record
18 for just a second.

19 THE VIDEOGRAPHER: Off the record
20 at 11:30.

21 (Off-the-record discussion.)

22 THE VIDEOGRAPHER: Back on the
23 record 11:32.

24 BY MR. CHAPMAN:

25 Q. Okay. Thank you for doing that, sir.

1 A. Sure.

2 Q. I have one kind of clarification. The box
3 number "4" was the Warehouse. What kind of warehouse
4 was that?

5 A. That was the Chip Warehouse, which is
6 essentially a bunch of silos or tanks that the chip
7 is stored in before it's either processed somewhere
8 else or shipped off site to a customer.

9 Q. Is there a different poly warehouse besides
10 what we boxed number "4"?

11 A. There are different storage areas. Poly was
12 the chip, as we called it, was a raw material for
13 staple. So it would go into a -- the chip that was
14 going to be used in the staple area would go into a
15 silo designated for staple. It would not go into the
16 Chip Warehouse.

17 Q. Okay. And again, just to -- I know you and
18 I, at least I have a basic understanding, you
19 probably have a greater understanding. The jury, who
20 is not oriented to this, let me just ask you: Staple
21 and chip are kind of the two end products; is that
22 fair?

23 A. What it indicates of staple, chip is an
24 intermediate product for staple. But, yes, the chip
25 can be used in making plastic bottles, PET bottles

1 like Coke or Pepsi or whatever it comes in.

2 Q. All right. So I think what might be good is
3 to kind of go back and start a little from the
4 beginning. What was the purpose of this plant?

5 A. To make polyester.

6 Q. And what was that polyester used for or in?

7 A. In beverage soda bottles. In production of
8 fiber. I mean, there were other uses. Maybe some of
9 the polymer may have been used in film. I really
10 don't know all of them, but --

11 Q. Different uses?

12 A. Different uses. None of them -- none of the
13 product that was made at this site was a consumer
14 product.

15 Q. Okay. Would you be able to give the jury
16 kind of a brief run-through understanding of the
17 process in which that the poly went through the plant
18 or the manufacturing process of this plant?

19 A. Of the polyester?

20 Q. Yes, sir.

21 A. Well, there is two. One is Batch Poly, and
22 the other one is Conti Poly. The chemical process is
23 very similar, it's just that in Batch, it's like you
24 do one cup of coffee at a time, that's a batch.

25 So you put the chemicals in a tank, it goes

1 through some period of time and some heat or
2 whatever, maybe some additives put in. It's held in
3 that tank for awhile, it's transferred to another
4 tank, and other things happen there -- more heat,
5 less pressure, sometimes it's under a vacuum to
6 remove the solvents.

7 And then at some point, and I don't remember
8 how many vessels there are in the batch process, at
9 some point, the polymer, it's now a plastic, molten
10 plastic, is discharged into the process of making the
11 little chips, or it's like a die except it's smaller.
12 That's the batch process.

13 And then that product would be transferred
14 to a silo either to be transferred to Staple to make
15 staple or it would be put into a silo for shipping to
16 an off-site customer.

17 Q. All right. And how is that different from
18 the continuous process?

19 A. Well, the continuous process, you're feeding
20 the chemicals in the front end, it goes through
21 several, if I remember right, four different stages,
22 or vessels, where it -- the length of the polymer is
23 gradually increased through those vessels to where it
24 starts off as basically two raw materials, and it
25 forms into -- it's -- the chemical name is

1 polyethylene terephthalate or polyester. And it
2 comes out of the final vessels, goes -- comes out of
3 a die, different than the chip die, but it's a die
4 plate that has holes in it and it comes out in
5 strings that are cooled and then put into a cutter,
6 into dies. So it's now a chip.

7 Q. Okay. And we have been using the terms chip
8 and staple. I don't think we have actually defined
9 those terms. When you say "chip," what are you
10 referring to?

11 A. It's the little die that's the plastic, the
12 polyester plastic, that's ready to be made into
13 something else. Staple is a fiber. When it's
14 finally processed, it looks very much like cotton,
15 and in fact, they use balers to bale the staple
16 fiber, and it's sold to customers that process it,
17 either mix it with cotton as a blend or even use it
18 just as polyester.

19 Q. Okay.

20 A. The old leisure suits.

21 Q. In the -- and if it makes sense to break it
22 up, let me know. In both the batch and continuous
23 process, is steam needed to make that go?

24 A. Well, heat is needed, yes.

25 Q. Okay. And where did you get the heat from?

1 A. From the boilers, both Dowtherm and steam
2 boilers.

3 Q. All right. So -- but let's kind of take
4 those one-by-one. When you say "boilers," are you
5 talking about just a field erect boiler on site?

6 A. They would be manufactured by someone and --
7 that we would buy it from and then it would be
8 installed, if that's what you mean by field erect.

9 Q. Sure.

10 A. They were not package boilers.

11 Q. Understood.

12 A. Okay.

13 Q. How big are these boilers?

14 A. The records you saw probably identified the
15 thermal capability of them. Physically, I mean,
16 boilers are probably 20 or 30 feet wide and deep and
17 high, depending upon the size of them.

18 Q. Several stories high?

19 A. Yeah, I would say at least two. Again, I
20 don't -- the boiler house was a single level
21 building, so I didn't have a reference for how many
22 stories it would be.

23 Q. Understood. And you said Dowtherm?

24 A. Yes.

25 Q. How is Dowtherm different than the boiler?

1 A. Dow -- well, they have Dowtherm boilers.

2 Okay?

3 Q. Understood.

4 A. But the medium -- steam is water. It's
5 heated and becomes a vapor. Dowtherm is a similar
6 kind of process except they can get much higher
7 temperatures with Dowtherm at much lower pressures.
8 So the mechanical integrity -- or not the integrity
9 but the design of the systems for Dowtherm don't have
10 to be anywhere near as robust as they would be if
11 they tried to use steam to do the same thing.

12 Q. Whether it's a traditional steam boiler or a
13 Dowtherm boiler, both are operating at high heat; is
14 that right?

15 A. Dowtherm is higher than steam, but, yes.

16 Q. Would there be piping associated with the
17 traditional steam boilers and the Dowtherm boilers?

18 A. Yes.

19 Q. And would that piping need to be insulated?

20 A. Yes.

21 Q. And what would that piping be insulated
22 with?

23 A. In most cases, it would be calcium silicate
24 with aluminum covering over it.

25 Q. And do you know, sir, prior to 1972, '73, if

1 calcium silicate was asbestos containing?

2 A. It most likely was, yes.

3 Q. Did you ever use amosite insulation?

4 A. I -- I know the term amosite. I don't know
5 if the insulation we used contained amosite or not.

6 Q. Would it surprise you, sir, if the specs in
7 this case produced, I think by Celanese and at least
8 by Daniel's, show that amosite was spec'd?

9 A. Yes, I do remember that now that you
10 reminded me.

11 Q. Okay. That doesn't surprise you?

12 A. No, it doesn't. That was an industry
13 standard.

14 Q. All right, sir. So I want to take these
15 kind of one by one, these buildings, and learn a
16 little bit more about them.

17 A. Okay.

18 Q. So Poly 1 is the same as the Batch Poly?

19 A. That's correct.

20 Q. Okay. And that is number --

21 A. "2".

22 Q. -- "2" on our chart.

23 Poly 1, the Batch Poly building, that's
24 where the Batch Poly was made?

25 A. Right.

1 Q. Do you know when, sir, Poly 1 was built?

2 A. Late '60s is when it started. I mean, it
3 was a process; it wasn't that they built them all at
4 the same time, and I don't know the chronology of
5 when the first one was built and when the last one
6 was built.

7 Q. Do you know, sir, if Poly 1 was part of the
8 original construction of the plant?

9 A. Yes.

10 Q. Okay. So if the plant was built around
11 1966, does that sound about right when Poly 1 would
12 be built?

13 A. Excuse me. Yes.

14 Q. Did Poly 1 require steam piping?

15 A. Yes.

16 Q. Was that steam piping insulated?

17 A. Yes.

18 Q. Would that steam piping have been insulated
19 when the plant was originally built or when the
20 building was originally built?

21 A. It would have been insulated before startup.

22 Q. Do you know who built that building?

23 A. It was Daniel's. Daniel's was the general
24 contractor on that building.

25 Q. Do you know who insulated that building?

1 A. It most likely would have been Daniel's
2 insulated the piping. The building itself was not
3 insulated.

4 Q. I understand, so let me correct that.

5 A. No, I just wanted to make sure.

6 Q. And that's a great point. That's -- I asked
7 a bad question, so let me make sure it's clear for
8 the record.

9 Who would have insulated the piping in Poly
10 1?

11 A. The piping that needed to be insulated would
12 have been insulated by Daniel's.

13 Q. Do you know, sir, how big Poly 1 was?

14 A. In what terms?

15 Q. Well, so, let's start with length and width.

16 A. You know, it's large. One line would be
17 bigger than this room, and it would be four levels.
18 But I can't -- I don't know how to put it in terms.
19 I mean, I have walked it all, but I can't --

20 Q. All right.

21 A. I can't remember how many steps.

22 Q. All right. Fair enough. So you said "one
23 line." What do you mean by "line"?

24 A. Well, Batch Poly had 12 or 16 lines,
25 different lines, so different -- each line would

1 produce polymer, and so there would be 12 of these
2 rooms. It would be a separate room, it would be one
3 building, but 12 lines in the size of that building.

4 Q. Okay. And did you say there's 12 or 12 to
5 16 lines?

6 A. I don't remember exactly. I don't even
7 think Crawford remembered, because I read his and I
8 think he said 12 or 16 or something.

9 Q. At least 12?

10 A. I'm pretty sure that's right.

11 Q. All right. How many stories was Poly 1?

12 A. Well, there were four stories and the roof,
13 that I recall.

14 Q. Do you know how much piping there was in
15 Poly 1 that needed to be insulated?

16 A. Well, all the Dowtherm and steam lines.
17 The, like, potable water lines and things like that
18 would not have to be.

19 Q. Would it be fair to say, sir, that there
20 were, in Poly 1, miles of steam and Dowtherm piping
21 that needed to be insulated?

22 A. There was a lot. I don't know how to
23 quantify it. I mean, I can't even estimate the size
24 of the building; I don't know how to estimate the
25 amount of piping that was there.

1 Q. There was a lot?

2 A. There was a lot. That's as best I can do.

3 Q. Okay. Now, in his deposition, Mr. Crawford
4 mentioned a piece of equipment I have never heard of
5 called a slicer dicer. Do you recall that?

6 A. Yes.

7 Q. What is a slicer dicer.

8 A. That's what cuts the polymer sheet into
9 chip.

10 Q. Okay.

11 A. Makes the dices or the die.

12 Q. All right. So that's a real piece of
13 equipment?

14 A. Yes, it is.

15 Q. That's not a name he just came up with?

16 A. No.

17 Q. Okay. All right. I want to ask you about
18 Poly 2 now. And Poly 2 is the same thing as the
19 Continuous Poly?

20 A. That's correct.

21 Q. And it's the same as number "3" on our map;
22 is that right?

23 A. Correct. Yeah, I just say approximately,
24 because that drawing is not to scale, so that's
25 generally correct.

1 Q. And obviously Poly 2 is where the Continuous
2 Poly was made?

3 A. That's correct.

4 Q. Do you know, sir, when Poly 2 was built?

5 A. I believe the original contract for CP1
6 started in '71, and then they kind of progressed one
7 after the other from then on. I think CP2 was like
8 '73 when the contract for it was signed, if I
9 remember right.

10 Q. Would it be fair to say, sir, that it was
11 sometime in the early '70s?

12 A. That's when CP1 started, yes.

13 Q. Okay. Sir, did Poly 2 need steam piping?

14 A. Yes.

15 Q. Was the steam piping in Poly 2 insulated?

16 A. Yes.

17 Q. Do you know if the steam piping associated
18 with Poly 2 that was insulated, was that done before
19 startup?

20 A. It would be insulated. The line would be
21 insulated before they started up the line, yes.

22 Q. Do you know who built Poly 2?

23 A. Daniel's. At least in the initial phases.
24 I don't remember. I think we built CP5, and I don't
25 remember if that was Daniel's or not because -- but

1 CP1 and 2 certainly were.

2 Q. Do you know who insulated the piping in Poly
3 2?

4 A. It would have been Daniel's or a
5 subcontractor.

6 Q. Daniel's was the general?

7 A. Yes.

8 Q. How big was Poly 2?

9 A. Well, it was -- the building, from the
10 beginning of the line to the end of the line, was the
11 same as Batch Poly because they were essentially the
12 same building, although the building was added later.
13 And then it was as long as it needed to be for the
14 number of lines we had. And later on they even added
15 what was called CPS, which was a direct-feed staple
16 line.

17 Q. Okay. So Poly 2 was large?

18 A. Yes. About the same size as Batch Poly,
19 maybe a little smaller, but, yes, it was not a small
20 building.

21 Q. Do you know how many lines it had, at least
22 in its original construction?

23 A. Well, one, originally. I mean, they added
24 more structure for the building because they
25 anticipated building more lines, but the initial

1 one's one.

2 Q. Do you know if by 1974 there were multiple
3 lines in there?

4 A. CP2, I believe, was started in '73. I don't
5 know the startup date for that.

6 Q. When you say it was the same size as Poly 1,
7 was it also four stories?

8 A. Yes.

9 Q. And was there a lot of, similar to Poly 1, a
10 lot of steam piping that needed to be insulated?

11 A. There was a lot of piping that needed to be
12 insulated, yes.

13 Q. And when you say "piping," are we talking
14 about steam piping?

15 A. Steam, Dowtherm, chilled water. There may
16 have been some other things that were insulated.
17 Well, air conditioning ducts -- or ventilation ducts
18 is probably better.

19 Q. So there were a lot -- for both Poly 1 and
20 Poly 2, there were a lot of things that needed to be
21 insulated?

22 A. Correct.

23 Q. For both of them, some of which was steam
24 piping?

25 A. Yes.

1 Q. And some of which was the Dowtherm piping?

2 A. Yes.

3 Q. If we go back up to Poly 1 for a second, who
4 was responsible for the maintenance, any maintenance
5 that was done on steam piping in Poly 1?

6 A. Daniel's was our maintenance contractor.

7 Q. And would that be the same for Poly 2?

8 A. Yes.

9 Q. Any work that Daniel did on Poly 1 or Poly
10 2, did Celanese have to approve that work?

11 MR. MARSHALL: Objection; form.

12 THE WITNESS: Well, Celanese would
13 request the work. If there was maintenance work
14 that needed to be done, it would be identified by
15 the Celanese personnel and they would issue a
16 work order or some document that says, you need
17 to go do this work.

18 BY MR. CHAPMAN:

19 Q. All right. So let me ask that a different
20 way. Any work that needed to happen on steam or
21 Dowtherm piping in Poly 1, Celanese would be the one
22 to tell Daniel to do that?

23 A. That's correct.

24 Q. And that would be the same for Poly 2?

25 A. Correct.

1 Q. Okay. I want to ask you, sir, next about
2 Staple A. Well, I have seen, and I don't know if the
3 jury at this point will see or not that there are
4 other people who have identified Staple A and B.

5 A. Right.

6 Q. Is there such a thing as Staple A and B?

7 A. Yes, there is.

8 Q. Is that contained in one building?

9 A. Yes.

10 Q. And Staple A and B, collectively number "5"
11 on our map?

12 A. I think that's what -- yeah, that includes
13 the Staple Warehouse as well, but, yes.

14 Q. Okay. And that's all in number "5"?

15 A. Right.

16 Q. What was the purpose of the Staple building
17 A and B?

18 A. To turn the polyester polymer into a fiber
19 and cut it, process it, and cut it to resemble
20 cotton.

21 Q. When were Staple A, B and the Warehouse
22 built?

23 A. The initial building probably would have
24 been about the time Batch Poly 1, so --

25 Q. The original construction?

1 A. Yeah, original construction. And then it --
2 I mean, it was still ongoing when I went there in
3 1990, they were building what I assume is the last
4 production equipment for making polyester.

5 Q. In the building marked as number "5", Staple
6 A, B, and the Warehouse, was there steam piping
7 associated with that building?

8 A. Yes.

9 Q. And was there Dowtherm piping?

10 A. Yes.

11 Q. Did that steam piping need to be insulated?

12 A. Yes.

13 Q. Who built that building?

14 A. Most of it, Daniel's.

15 Q. What part did Daniel not build?

16 A. At least CPS3, I believe was another
17 contractor. I don't remember about CPS1 and 2.

18 Q. Was Daniel responsible for the original
19 construction?

20 A. Yes.

21 Q. Who was responsible for insulating the steam
22 and Dowtherm piping?

23 A. Daniel's.

24 Q. Now, this building appears to be, at least
25 on the map, much larger than the two Poly buildings;

1 is that true?

2 A. Yes, it is true.

3 Q. How large are the Staple buildings?

4 A. Again, I don't know. I can't really
5 estimate that. I mean, it's -- it might be,
6 including the Warehouse, one or -- one city block
7 long.

8 Q. And how many stories did it have?

9 A. How many what?

10 Q. How many stories.

11 A. It depended on which section. The Warehouse
12 was one floor, the stretch area, staple stretch area
13 was one floor. When you get back into the extrusion
14 area, it was probably three, maybe four floors.

15 Q. So one to four floors, depending on where
16 you are?

17 A. Yes.

18 Q. Would you be able to quantify for me, sir,
19 how much steam or Dowtherm piping in that building
20 was insulated?

21 A. Well, all of it would be. It becomes a
22 hazard to employees if it's not insulated, plus
23 there's extreme thermal loss which would overload the
24 boilers and heaters if it wasn't insulated.

25 Q. And I guess what I'm asking: Would you be

1 able to tell me there were miles of it or anything
2 like that?

3 MR. MARSHALL: Objection.

4 THE WITNESS: No, I can't.

5 BY MR. CHAPMAN:

6 Q. There was --

7 A. There was a bunch.

8 Q. There was a bunch of it?

9 A. Yeah. It would take years to try and
10 measure how much was there.

11 MR. MARSHALL: Objection;
12 non-responsive portion.

13 BY MR. CHAPMAN:

14 Q. Sir, if you were going to try to measure how
15 much is there, how long would it take you?

16 A. Years. That's just an estimate. I really
17 don't know. For one person.

18 Q. Sir, who was in charge of maintenance on
19 that building?

20 A. During the time frame we're talking about,
21 Daniel's.

22 Q. And we're talking 1970, '74?

23 A. That's correct.

24 Q. And when did Daniel's stop being in charge
25 of maintenance for the Staple buildings?

1 A. It was sometime in the '90s when Celanese
2 hired most of the Daniel's maintenance workers and
3 made it their own maintenance staff.

4 Q. Similar to the Poly buildings, sir, did
5 Celanese, if there was any maintenance to be done,
6 did Celanese tell Daniel's what to do?

7 MR. MARSHALL: Objection; form.

8 THE WITNESS: Yes.

9 BY MR. CHAPMAN:

10 Q. Let me ask you more specifically. If there
11 was any maintenance to be done on insulation or steam
12 piping insulation, would Daniel's be the one telling
13 Daniel to go do that?

14 A. No. Celanese would tell --

15 Q. I'm sorry, let me back it up and re-ask
16 that.

17 If there was any maintenance that needed to
18 be done on insulation associated with these
19 buildings, would Celanese be the one telling Daniel's
20 to go do that?

21 A. Yes.

22 Q. Okay. I lost my spot here.

23 All right. And then kind of the last
24 building we marked on the map so far was number "4,"
25 which was the Warehouse; is that right?

1 A. Chip Warehouse, yes.

2 Q. Okay. And that is number "4" on our map?

3 A. Yeah, I believe it was. Let me just verify.

4 Q. Sure.

5 A. Yes.

6 Q. Okay. And not to ask the obvious question,
7 but what was the purpose of the Chip Warehouse?

8 A. Chip Warehouse was tanks, silos, where the
9 chip was stored prior to being boxed or put into
10 railcars for shipment to customers.

11 Q. When was the Chip Warehouse built?

12 A. I don't know.

13 Q. Do you know if it was built with the
14 original construction?

15 A. No, I do not.

16 Q. Did the Chip Warehouse have any steam
17 piping?

18 A. Just for environmental heating for the
19 comfort of employees. There was no processing of the
20 product there.

21 Q. The steam piping that was in the Chip
22 Warehouse, did it have to be insulated?

23 A. Yes.

24 Q. Do you know who did the original,
25 construction?

1 A. Well, just based on the time frame, it would
2 have been Daniel's.

3 Q. And if Mr. Crawford said that he worked in
4 that building for a period of time, it obviously had
5 to be built before he got there; is that fair?

6 A. Yeah, that's true; two to three weeks, I
7 think he said, he was there.

8 MR. CHAPMAN: Object to
9 non-responsive portion.

10 BY MR. CHAPMAN:

11 Q. The steam piping that was insulated, who did
12 that insulation?

13 A. It would have been Daniel's.

14 Q. Would you be able to tell me how big this
15 warehouse was?

16 A. Other than the control room, it really
17 wasn't a building. It was a steel structure with a
18 bunch of tanks. So it had partial walls, but it
19 wasn't really a building where you walked through a
20 door. But as far as how big it is, maybe 100-by-100
21 and then as tall as the silos which could be 60 or
22 80 feet or more.

23 Q. So when you say "100-by-100," you mean feet?

24 A. Yes.

25 Q. And 60 to 80 feet tall?

1 A. That's just a guess.

2 Q. That your best estimate?

3 A. Yeah. But the silos were pretty tall and --

4 Q. And when you say it didn't really have a
5 door, did it have four walls?

6 A. No. Well, the control room did, but that
7 was kind of a small part of the Chip Warehouse. The
8 rest of them -- I mean, they'd drive railcars in
9 there to fill them up, and there was no doors for the
10 railcars. It was just -- as I recall, two sides may
11 have had partial walls, other than the control room,
12 and the rest of it was pretty open.

13 Q. And I guess what I'm thinking when -- based
14 on your description, it was -- I think of those big
15 roll-up doors.

16 A. No.

17 Q. Not like that?

18 A. No, no. No, basically it was, to simplify
19 it, it was four columns with a structure above it
20 that held the silos. It wasn't quite that simple.
21 And then they'd drive railcars in there and fill them
22 up and drive the railcars out.

23 Q. Got it.

24 A. And they could do more than one railcar at a
25 time, so there was probably two tracks, at least,

1 going in there, as I recall, and several silos. So
2 it was -- it was a substantial building, but it was
3 not a room.

4 Q. I hear you.

5 Would you be able to quantify for me, sir,
6 how much steam or Dowtherm piping was in that
7 building?

8 A. It would have likely not had any Dowtherm
9 piping. And, no, I can't quantify the amount of
10 steam. It wouldn't have been much, just because all
11 it would have been used for is personal heating.

12 Q. So some piping, less than the other
13 buildings?

14 A. Oh, much less, yes.

15 Can we take a short break? I mean, if
16 you've got just a few more minutes --

17 Q. I have just a couple more minutes --

18 A. Okay.

19 Q. -- if we could.

20 A. Sure.

21 Q. Who was in charge of maintenance on that
22 building?

23 A. Daniel's.

24 MR. McDONALD: Object to the form
25 of -- misleading, "in charge."

1 THE WITNESS: Yeah, I was just
2 going to comment. Celanese was in charge of
3 identifying what needed to be done, and they
4 would communicate that to Daniel's who would
5 carry it out.

6 BY MR. CHAPMAN:

7 Q. So let me ask you this way, sir: Who did
8 the maintenance on that building?

9 A. Daniel's.

10 Q. And if any maintenance needed to be done on
11 the steam piping in that building, would it be
12 Celanese who told Daniel's to do that?

13 A. Yes.

14 Q. All right. So what I would like to do, sir,
15 I'm sure you've noticed, as we were going through, I
16 was making notes of what you're saying to try and
17 simplify it. If I can tear these out without ruining
18 the page, which is probably our biggest challenge, I
19 would like for you to --

20 All right. Skip over that on the video.

21 Would you be able to, sir, tell me whether
22 or not that is a fair and accurate representation of,
23 one, what you testified to, and, two, what was in the
24 buildings and happening with the buildings?

25 MR. MARSHALL: Objection; form.

1 His testimony is the best record for what his
2 testimony is.

3 MR. McDONALD: Yeah, I join in
4 that objection. I don't think it's -- I mean,
5 you can certainly do it for this, but for
6 admissibility at trial or whatever, I don't think
7 it's proper for an attorney to make a record and
8 have the witness verify the record, but --

9 BY MR. CHAPMAN:

10 Q. Sir, is there anything on those pages that's
11 any different than what you said?

12 MR. MARSHALL: Same objection.

13 MR. McDONALD: Same objection.

14 THE WITNESS: I don't understand
15 all your notations. Based on what I said, I
16 can't, number two on EX 4, I don't know what that
17 means.

18 BY MR. CHAPMAN:

19 Q. So --

20 A. But --

21 Q. So when it says number two on Exhibit Number
22 4 --

23 A. Oh, I see. Okay.

24 MR. MARSHALL: Same objections.

25 Again, it's just tedious --

1 MR. CHAPMAN: You guys can have a
2 running objection.

3 MR. MARSHALL: Well, I prefer to
4 make objections as we go just so nothing gets
5 played to, you know, a judge or anybody in a
6 different jurisdiction or anything like that. I
7 just -- I don't think this is proper at all.

8 And, Mr. Bowyer, if you don't
9 understand what his notes mean because they're
10 not exact representations of what you said, just
11 say that.

12 THE WITNESS: Oh, I will.

13 MR. MARSHALL: Because that's what
14 the objection is and that's the problem.

15 MR. McDONALD: I join.

16 MR. CHAPMAN: That's fine.

17 MR. MARSHALL: And you can present
18 this to the jury as a demonstrative if you want
19 to, but it's not proper for Mr. Bowyer to --

20 MR. CHAPMAN: A couple of things.
21 Barret, please feel free to object; it's your
22 right to do that. One, please don't have
23 speaking objections; that was contrary --

24 MR. MARSHALL: I know it was for
25 questions, I completely agree with you --

1 MR. CHAPMAN: And second --
2 thirdly, please do not coach the witness about
3 what he should or shouldn't say.

4 MR. MARSHALL: Listen, I'm not
5 doing that at all.

6 MR. CHAPMAN: Well, I think --

7 MR. MARSHALL: This isn't --
8 you're not asking questions anymore. You have
9 already asked your questions, he's offered his
10 testimony, he's answered the questions. Now
11 you're doing something different, and the form
12 objection doesn't really cover what's being asked
13 of the witness right now. He's being asked to
14 take an action on what he's testified --

15 MR. CHAPMAN: Well, since --
16 that's why it's a completely different situation.

17 THE WITNESS: Y'all can stay on
18 the record, I'm going to go take a break real
19 quick.

20 BY MR. CHAPMAN:

21 Q. Well, there's a question pending. I'd ask
22 that you answer before we take a break.

23 MR. McDONALD: And I join in the
24 objection. I didn't mean to -- I didn't want to
25 interrupt anybody.

1 MR. CHAPMAN: That's fine.

2 BY MR. CHAPMAN:

3 Q. Is there anything you see on there that's
4 different than what you said?

5 MR. MARSHALL: Objection; form.

6 MR. McDONALD: Same objection.

7 THE WITNESS: I don't see anything
8 that wasn't in my testimony.

9 MR. CHAPMAN: Okay. All right.
10 And then what I will do is mark this collectively
11 as Exhibit, what are we on, 6?

12 (Exhibit No. 6 was marked for
13 identification.)

14 MR. MARSHALL: Same objections.

15 MR. CHAPMAN: And with that, we
16 can take a break.

17 THE WITNESS: Okay. Thank you.

18 THE VIDEOGRAPHER: Off the record
19 at 12:11.

20 (A recess was taken.)

21 THE VIDEOGRAPHER: Back on the
22 record at 12:39.

23 BY MR. CHAPMAN:

24 Q. All right. Sir, we took a little break.

25 A. Sure.

1 Q. Got something to eat. I want to --
2 hopefully I don't have too much more for you, but I
3 want to go through some more things. Particularly, I
4 want to ask you about Celanese's relationship with
5 Daniel and with other subcontractors. Okay?

6 A. With Daniel's subcontractors or other
7 contractors that we hired?

8 Q. Both.

9 A. Okay.

10 Q. Okay. So I understand from talking to
11 Mr. Buck last week that Daniel was the, for lack of a
12 better word, exclusive general contractor for most of
13 Spartanburg's history?

14 A. That's correct.

15 Q. That relationship began in 1966, and when
16 did it end?

17 A. Probably sometime around late '80s. We
18 still had a maintenance contract with them after
19 1990, but that ended at some point shortly after
20 that, I think. But the construction contract was
21 before 1990.

22 Q. And why did that end?

23 A. That was an engineering decision for new
24 construction. Why they picked the contractor they
25 picked, I have no knowledge of.

1 Q. Do you remember, sir, or do you know if
2 Daniel had a building or trailer or work site on site
3 in Spartanburg?

4 A. Yes, they did.

5 Q. What did they have?

6 A. As I recall, it was -- and it varied from
7 time to time, depending on the size of the project.
8 They had a trailer, and we may have also given them
9 office space in some areas.

10 Q. Do you know, sir, if Daniel held their own
11 meetings that didn't include Celanese employees?

12 A. Just any general meetings?

13 Q. Yes, sir, on site.

14 A. Yes.

15 Q. How do you know that?

16 A. I witnessed them.

17 Q. Okay. Did Celanese have safety meetings
18 with its employees?

19 A. Yes.

20 Q. How often?

21 A. Generally, once a month.

22 Q. And when did that start?

23 A. I never knew it not to be a program that
24 they had.

25 Q. So any reason to believe that Celanese was

1 not having monthly safety meetings with its employees
2 from '70 to '74 at Spartanburg?

3 A. No, I believe they did.

4 Q. During those safety meetings from '70 to
5 '74, was any information about the hazards of
6 asbestos discussed?

7 A. It would have been, yes.

8 Q. During what time periods?

9 A. When OSHA came out, that's when the
10 knowledge, the consensus on asbestos was established.

11 Q. And was any information discussed about
12 Daniel's work with asbestos-containing materials?

13 A. I really don't know if that specific kind of
14 thing was done with our employees.

15 Q. Why not?

16 A. I just don't know.

17 Q. What steps did Celanese take from 1970 to
18 '74 to protect their employees from Daniel's work
19 with asbestos-containing products?

20 A. Well, it really started with OSHA, so not
21 1970. But Daniel's had in place work practices that
22 would make -- that would minimize the exposure that
23 their employees would have to asbestos. Our
24 employees were not allowed in the construction areas,
25 and as long as they were in the construction areas

1 prior to OSHA coming out, there would have been no
2 opportunity for exposure.

3 MR. CHAPMAN: So object to
4 non-responsive portion.

5 BY MR. CHAPMAN:

6 Q. There's a couple of things in there I want
7 to go back on.

8 First, if I am hearing you correctly,
9 Celanese relied on Daniel's policies to protect
10 Celanese employees from Daniel's work?

11 MR. McDONALD: I object to the
12 form of that question.

13 THE WITNESS: No, we didn't rely
14 on Daniel's. We relied on Daniel's to do their
15 work in a manner that would not create exposure
16 to our employees or to their employees. And we
17 also had policies in place related to asbestos
18 control and exposure, which would also provide
19 that protection.

20 BY MR. CHAPMAN:

21 Q. Great. So what I'm asking is: What are
22 those policies?

23 A. Whatever we provided in the documentation.
24 I don't -- I can tell you we complied with OSHA
25 standards as a minimum, and I cannot go back and

1 recollect what the exact OSHA wording was back then.

2 Q. And how is it that you know that you did
3 comply with OSHA standards?

4 A. That's just a philosophy that we had of
5 being safe, working safe, complying with government
6 regulations, whether they be local, state or federal,
7 so we just did that.

8 Q. And sitting here today, sir, can you tell me
9 any specific policy that was in place that was
10 designed to comply with OSHA standards in regards to
11 asbestos?

12 A. Well, the policy that was in place at that
13 time would have been revised many times since then,
14 and the only policy that would be in place would be
15 the one that meets the requirements today. Because
16 we revised policies based on changes in regulations
17 for a lot of things, not just asbestos.

18 Q. I understand. So if the policy has been
19 revised multiple times, you can't tell what that
20 policy originally was?

21 A. No.

22 Q. Are you able to tell me when that policy
23 even officially started?

24 A. It would have started with the onset of
25 OSHA.

1 Q. And how do you know that?

2 A. Because we complied with regulations.

3 Q. Other than your knowledge of Celanese's
4 general intent to comply with state, local, federal
5 regulations, have you talked to anybody or seen any
6 document or done any sort of inquiry into finding out
7 when the first policy related to asbestos exposure
8 started at Spartanburg?

9 MR. MARSHALL: Objection; form.

10 THE WITNESS: I don't believe that
11 anybody has that specific knowledge.

12 BY MR. CHAPMAN:

13 Q. The policy that you're referring to that
14 meets today's standards that's been revised over
15 time --

16 A. Correct.

17 Q. -- can you tell me, other than your general
18 knowledge of Celanese's intent to comply with federal
19 standards, that that policy was written in '71, '72,
20 versus '76 versus '86, originally?

21 MR. MARSHALL: Objection; form.

22 THE WITNESS: Well, I can tell you
23 that when OSHA came out, they would have written
24 a policy or a procedure or whatever you want to
25 call it to comply with OSHA, and as OSHA changed,

1 so did the policy. But there would have been no
2 reason to keep the old one.

3 BY MR. CHAPMAN:

4 Q. And so there is no way for us to see what
5 that policy was, if anything?

6 A. That's correct.

7 Q. And you started to answer this, but I want
8 to ask you: Did Celanese have any policies as it
9 relates to safety around Daniel's workers?

10 A. You mean a policy that said Daniel's had to
11 do work this way so they'd do it safely?

12 Q. That's a good distinction, so let me ask you
13 two ways: First, did Celanese have a policy for its
14 employees about being around Daniel's work?

15 A. We had policies that our employees were not
16 allowed to go in construction areas. We also had
17 policies that dealt with all aspects of safety --
18 fall protection, respiratory protection,
19 housekeeping, and the list of lock-out/tag-out, you
20 know, the list goes on and on.

21 But we had policies for all that, but also
22 they were not allowed to go into the construction
23 areas, except for some of our engineering folks that
24 were overseeing the project.

25 Q. And how were those policies communicated to

1 your employees?

2 A. There was training.

3 Q. How often?

4 A. Well, it was initial training when people
5 first went to work, and then there was periodic
6 safety meetings where they were refreshed on those
7 policies.

8 Q. And what did Celanese do to enforce those
9 policies?

10 A. Oh, we -- they would fire somebody if they
11 violated them. It depended upon the offense.

12 Q. Does -- is Celanese aware of any policy
13 violations of its employees around Daniel's
14 contractors for any point in time in Spartanburg?

15 MR. MARSHALL: Objection; form.

16 THE WITNESS: I don't have any
17 documentation to say one way or the other.

18 BY MR. CHAPMAN:

19 Q. What about '70 to '74?

20 A. I don't have any documentation for any time.

21 Q. Do you have any documentary evidence that
22 shows that policy that you're talking about that
23 Celanese employees were not allowed around Daniel's
24 employees, their work site? Do you have any
25 documentation that shows that that was enforced from

1 1970 to 1974?

2 MR. MARSHALL: Objection; form.

3 THE WITNESS: I don't recall a
4 specific document, no.

5 BY MR. CHAPMAN:

6 Q. Other than your general knowledge, if that's
7 what was the intent, how do you know that to be true?

8 A. Well, Mr. Buck's testimony was the same as
9 that. His employees were not around the Celanese
10 folks, and we weren't allowed in the construction
11 area, other than for bathroom facilities or cafeteria
12 facilities or something like that.

13 Q. Okay. So other than your general knowledge
14 and Mr. Buck's testimony in this case, any other
15 basis for knowing that that policy was actually
16 enforced?

17 MR. MARSHALL: Objection; form.

18 THE WITNESS: My general knowledge
19 says it was enforced. I can't point you to a
20 document that says that.

21 BY MR. CHAPMAN:

22 Q. And you haven't talked to somebody who can
23 tell me that?

24 A. Well, not that I know of. Currently, I
25 mean, yes, when I was employed, I talked with people

1 that could say, yeah, that was the policy and we
2 enforced it, but I can't identify anybody today.

3 Q. Okay. All right. So now let's switch to
4 the other kind of policy. Did Celanese have a policy
5 that Daniel's had to follow to ensure safe work
6 practices?

7 A. They -- we ensured that they had their own
8 policies for safe work practices. We ensured that
9 before we hired them.

10 Q. And did Celanese review those practices
11 before hiring them?

12 A. Yes.

13 Q. What was that review process like?

14 A. Well, I mean, we had a contract for safety
15 program where the contractor had to submit various
16 information, and I don't remember the list of all the
17 information. But one of them would be their
18 procedures or policies or what have you, their --
19 after OSHA, their OSHA keeping experience --
20 recordkeeping injury experience, things of that
21 nature.

22 Q. Okay. And how do you know that was done at
23 Spartanburg from '70 to '74?

24 A. I don't have any documents to say that it
25 was. Mr. Buck's testimony talked about, is it an

1 AGC, I think, the Associated General Contractors, and
2 their procedures that they followed.

3 Q. And I understand that. I understand
4 Mr. Buck's testimony.

5 Do you have anything additional to that that
6 shows me that that was actually implemented and
7 enforced from '70 to '74?

8 MR. MARSHALL: Objection; form.

9 THE WITNESS: I don't have any
10 documents. Again, any procedures that we had
11 would have been updated probably several times
12 since that time frame.

13 BY MR. CHAPMAN:

14 Q. So there is no way for us to see what the
15 original procedure was?

16 A. Not that I know of.

17 Q. From '70 to '74 at Spartanburg, did Daniel
18 have any license or authority to decide to do work on
19 their own?

20 A. Well, related to construction, they were
21 given the contract and the specs and, you know, it
22 was, to simplify it, go build it. They would
23 interface with the Celanese representative, the
24 engineer on the project, if they had a question. But
25 it wasn't like we had to every day go tell them, go

1 do this.

2 Q. So Daniel's was, more or less, responsible,
3 top to bottom, for original construction?

4 MR. McDONALD: Object to the form;
5 overly broad.

6 THE WITNESS: Yeah, in simple
7 terms.

8 BY MR. CHAPMAN:

9 Q. Is there anything wrong with that statement?

10 A. Well, it's just like Celanese retained a
11 responsibility to oversee the construction, so it
12 wasn't like, you know, we just said, just go do it,
13 you know. We said, okay, here's the contract, here's
14 the specs, here's the drawings, go build this; now
15 we're going to be watching what you're doing, not
16 necessarily find something wrong but just to make
17 sure that Celanese did the engineering right and that
18 everything fits together right.

19 Q. And did Celanese oversee the Daniel's
20 working of construction?

21 MR. MARSHALL: Object to form.

22 THE WITNESS: Yes.

23 BY MR. CHAPMAN:

24 Q. All materials that Daniel's were using had
25 to be approved by Celanese?

1 A. Excuse me. Well, as we talked earlier, the
2 purchase orders, recommendation from Daniel's for
3 purchasing something, had to be approved by Celanese.

4 Q. For the maintenance contracts Daniel had
5 with Spartanburg, did Daniel have any sort of license
6 or authority to do work on their own without Celanese
7 direction?

8 A. No.

9 Q. Were there any sort of protocols or safety
10 practices in place to ensure that on the maintenance
11 side of Daniel's contract, that what they were doing
12 was being done in a safe manner?

13 A. Well, there were procedures in place and
14 they had their own procedures for doing it, yes.

15 Q. So we don't go around and around, was that
16 the same procedures we were talking about earlier?

17 A. The construction procedures are probably a
18 little different than maintenance procedures, but
19 they generally would have been Daniel's documents,
20 and we would have overseeing documents on types of
21 things that would be done, contract specifications.

22 Q. And so again, so we don't go down another
23 little side trail here: You don't have any documents
24 to point me to that says that, and the policies have
25 been updated so we can't go look at what the original

1 policies were?

2 MR. MARSHALL: Objection; form.

3 THE WITNESS: Yeah, kind of. But,
4 I mean, the contract, and I don't remember the
5 term in the maintenance contract, but it says
6 something about safe and workmanlike procedures
7 or something like that in the contract.

8 BY MR. CHAPMAN:

9 Q. Okay. What did Celanese do to enforce that
10 provision of the contract?

11 A. Safety audits.

12 Q. How often were those done?

13 A. There was periodic; it could be every week,
14 every two weeks, it just depended on what time frame
15 you're talking about. And I don't have any
16 documentation to say what the frequency was back
17 then.

18 Q. And did that happen 1970 to 1974?

19 A. I don't have any documentation to say. But
20 it would have, as a good engineering practice to make
21 sure your contractor's doing what they're supposed to
22 do.

23 Q. Sitting here today, can you tell me that
24 happened in that time frame?

25 A. I don't have any documentation to say that.

1 Q. Okay. Generally, what would Celanese be
2 looking for in these audits?

3 A. Well, the audits weren't done just -- there
4 were audits done just on contractors, but the audits
5 were generally done -- now we're talking about
6 Daniel's maintenance -- of an area, and Daniel's
7 would be working in that area, and their work would
8 be included in that audit to make sure they were
9 complying with the safety requirements.

10 Q. Got it. So Celanese would do an audit of
11 Poly 1, for example?

12 A. Right.

13 Q. And that would include all of Poly 1, which
14 included Daniel's?

15 A. That's correct.

16 Q. Okay. Do you know, sir, if there was any,
17 for lack of a better word, violations that needed to
18 be corrected from Daniel's work from '70 to '74?

19 A. I don't have any documentation for that.

20 Q. Do you know if that kind of documentation
21 exists?

22 A. I do -- if it did, it would be in what we
23 have produced.

24 MR. CHAPMAN: And, Barret, maybe
25 this is better to talk about off the record. But

1 in the e-mail I got this morning about the
2 privilege logs, it appeared, at least from the
3 description, that part of that was self-audits.
4 I don't know if that's included in what we're
5 talking about here. If so, we would probably
6 want those, but type that off the record.

7 BY MR. CHAPMAN:

8 Q. Okay. After Daniel's, on the maintenance
9 side, was done with a project, did Celanese have to
10 come by and approve whether it was done correctly?

11 A. Yes.

12 Q. What was the process of getting that done?

13 A. Well, Daniel's would finish the maintenance,
14 for instance, replacing a pump, they would go replace
15 the pump, they would get it all hooked up, and they
16 wouldn't operate the valves because that was
17 production or Celanese's job, and they would contact
18 Celanese and say, okay, we're done, we're ready to
19 start it up.

20 Q. And at that point, would Celanese come and
21 make sure it was done?

22 A. Yes.

23 Q. Do you have any information or documents
24 that show that Daniel's performed a job like that
25 incorrectly?

1 A. I do not. If there is anything like that,
2 it would be in production.

3 Q. What about new construction, was there a
4 process by which Celanese had to approve Daniel's
5 work on new construction?

6 A. Yes.

7 MR. MARSHALL: Objection; form.

8 BY MR. CHAPMAN:

9 Q. What was that process?

10 A. There was an engineer, a project manager for
11 Celanese, there was a project manager for Daniel's,
12 and the Celanese project manager would follow the
13 construction and verify that things were done as
14 needed to be done, and Daniel's project manager did
15 as well.

16 Q. Was there ever a point in time when Celanese
17 would supervise Daniel's employees' work?

18 MR. MARSHALL: Objection; form.

19 THE WITNESS: No.

20 BY MR. CHAPMAN:

21 Q. Who would supervise Daniel's employees?

22 A. Daniel's supervisors.

23 Q. Post OSHA, up to 1974 when Mr. Crawford
24 left --

25 A. Right.

1 Q. -- did Celanese receive any OSHA violations
2 for asbestos, for asbestos related?

3 A. Not that I'm aware of.

4 Q. Do you know if Daniel's did?

5 A. Not that I'm aware of. There was nothing in
6 the records to indicate that.

7 Q. Do you know if there was any OSHA
8 inspections in that time period?

9 A. I don't.

10 Q. Do you know what, if anything, Celanese has
11 done to try to find that out?

12 MR. MARSHALL: Objection; form.

13 THE WITNESS: Done the record
14 search, we have looked at -- OSHA was one of the
15 search terms, and all the requests we made of
16 Auriga, and in the records we already had
17 in-house, and there was nothing identified during
18 that time frame.

19 BY MR. CHAPMAN:

20 Q. So I understand, on the construction side of
21 things, it was, as you say, put it simply, go build
22 it and let them do it and then you approved it.

23 A. Right. Monitored it and approved, yes.

24 Q. All right. On the maintenance side of
25 things, was it, hey, this steam pipe needs repairing,

1 go do it; or did you say, this is how you do it?

2 A. No, it was, go do it.

3 Q. Did you discuss with them the proper ways to
4 do maintenance?

5 MR. MARSHALL: Objection; form.

6 THE WITNESS: We made sure they
7 had proper procedures in place that they would
8 follow -- excuse me -- for whatever work they had
9 to do, make sure their employees were properly
10 trained, and then go do it. And, of course,
11 during safety audits, that job or task that was
12 ongoing at the time would be monitored.

13 BY MR. CHAPMAN:

14 Q. And how did you make sure that their
15 employees were properly trained?

16 A. Basically, discussions with them and
17 reviewing what training was happening and how often
18 they did it.

19 Q. Did Celanese ever train Daniel's employees?

20 A. No.

21 Q. Would Celanese sit in on Daniel's training?

22 A. From time to time, they could have.

23 Q. Excuse me.

24 A. I hope you're not getting this.

25 Q. Was there ever a time, sir, from '70

1 forward, at Spartanburg, where Celanese did not
2 approve of Daniel's work and it had to be redone or
3 fixed or whatever?

4 A. I don't have any documentation that would
5 say that.

6 Q. On new construction, not maintenance, do you
7 know if that ever happened?

8 A. Again, we don't have that documentation.

9 Q. Do you have any information or document,
10 sir, that show Celanese stepped in when Daniel's was
11 performing work incorrectly to try to correct how
12 they were working?

13 A. I don't have any documentation for that.

14 Q. Do you know if any Daniel's employee was
15 reprimanded or let go for performing work incorrectly
16 at Spartanburg?

17 A. I remember a case, and I don't know if this
18 was at Spartanburg because I've reviewed so many
19 records, where a Daniel's employee was actually fired
20 for not following procedure.

21 Q. And I think I know what document you're
22 talking about. Was that at the Shelby plant?

23 A. I'm sorry.

24 Q. Okay. All right.

25 A. My long-term memory is better than my

1 short-term memory.

2 Q. Okay.

3 A. But again, that was common practice, you
4 know; you violate procedures, your job's in jeopardy.

5 MR. CHAPMAN: Object to
6 non-responsive portion.

7 BY MR. CHAPMAN:

8 Q. Let me just ask, see if it rings any bells.
9 If we're thinking about the same document, I think it
10 was the Shelby plant in like the mid 1980s. Does
11 that ring any bells? No?

12 A. No.

13 Q. All right. I'm trying to look through my
14 notes and short circuit this where I can, so bear
15 with me.

16 Sir, did Celanese have any ability to fire
17 Daniel's employees?

18 A. Not directly. If we saw a violation, we
19 would go to the Daniel's either superintendent or
20 supervisor and say, here's what happened, here's the
21 documentation of what happened, and we recommend you
22 fire this person.

23 I think we had, as I review the -- remember
24 the contract, we had the right to have them fired,
25 but it would go through Daniel's. It wouldn't -- it

1 would not be us that fired them directly.

2 Q. Do you know if that ever happened at
3 Spartanburg?

4 A. I don't have any documentation for a
5 particular case.

6 Q. Was there ever a period of time, sir, when
7 Celanese employees were working next to Daniel's
8 employees?

9 MR. MARSHALL: Objection; form.

10 BY MR. CHAPMAN:

11 Q. At Spartanburg.

12 A. Maintenance employees, Celanese employees,
13 would be in the area where maintenance, the Daniel's
14 maintenance employees would be working, but not
15 construction.

16 Q. And how do you know about that?

17 A. That was the procedure, and it was enforced,
18 and you might get fired if you disobeyed that.

19 Q. How do you know it was enforced?

20 A. Well, that's just our program, our
21 procedure, you know.

22 Q. So I understand that's the procedure, but
23 how do you know that that's --

24 A. I don't have any documentation to show that
25 anybody was disciplined or fired for doing that.

1 Q. If Mr. Crawford testified that he was around
2 Daniel's employees and their work, do you have any
3 reason to think that he is lying about that?

4 MR. MARSHALL: Objection; form.

5 MR. McDONALD: Object to the form.

6 THE WITNESS: I believe he was
7 around maintenance employees, yes.

8 BY MR. CHAPMAN:

9 Q. If Mr. Crawford says that he was around work
10 on piping when insulation work was being done, any
11 reason to think that's wrong?

12 MR. MARSHALL: Objection; form.

13 MR. McDONALD: Object to form.

14 THE WITNESS: I don't recall him
15 saying that, so I can't answer that. I mean, if
16 you can show me his testimony where he said that,
17 I will try and respond to that, but I really
18 don't remember him saying it.

19 BY MR. CHAPMAN:

20 Q. Sure. So I'll pull his testimony on a break
21 and we'll go through it.

22 But just for the sake of argument for a
23 second, if Mr. Crawford said that he was around work
24 being done on pipe and there was insulation work
25 being done on piping, any reason to think that that's

1 impossible?

2 MR. McDONALD: Object to form.

3 MR. MARSHALL: Objection; form.

4 THE WITNESS: It's not impossible.

5 It would not be construction.

6 MR. CHAPMAN: Object to

7 non-responsive portion.

8 BY MR. CHAPMAN:

9 Q. If Mr. Crawford said that he was near or at
10 least saw the new construction being done, and that
11 included insulation on piping, is that impossible?

12 MR. MARSHALL: Objection; form.

13 MR. McDONALD: Object to form.

14 THE WITNESS: No. There would
15 have been probably plastic barricades put up,
16 sheeting, between the construction area and
17 operating area, so he could have seen through the
18 plastic sheeting.

19 BY MR. CHAPMAN:

20 Q. Okay. So I went through some of this with
21 Mr. Buck last week, so I don't want to go deep into
22 it with you again today.

23 A. Okay.

24 Q. I understand that Daniel's, and to some
25 extent Celanese, had policies about sheeting or

1 wet-down methods or other methods for controlling
2 dust at a certain period of time. Do you have any
3 information or any documents that you can point me to
4 that shows me that was actually done and implemented
5 at Spartanburg '70 to '74?

6 A. It was part of the standard practice for
7 construction areas. Do I have a document that shows
8 that it was done during that time period between CB1
9 and CB2? I don't have a document that says that.

10 Q. Do you have any knowledge outside of that
11 was just what was generally done to show that that
12 wasn't just the policy but that actually happened?

13 A. I have seen it occur, but not in that time
14 frame.

15 Q. Okay. Bear with me, sir, I'm trying to save
16 you some time.

17 A. I am mostly retired, all I have got is time.

18 Q. Do you know, sir, when the first time
19 asbestos-related issues were discussed at a Celanese
20 safety meeting with its employees at Spartanburg?

21 A. It would have been after inception of OSHA.

22 Q. Okay. And again, just general knowledge of
23 that?

24 A. Yes.

25 Q. Okay. All right, sir. Switch gears just a

1 little bit. Does Celanese have any knowledge of an
2 entity called Covil?

3 A. Covil?

4 Q. Yes.

5 A. I have knowledge of what it was or used to
6 be or something; they were an insulation company, I
7 think.

8 Q. Okay. Does Celanese have any knowledge that
9 Covil supplied the insulation on the original
10 construction at Spartanburg?

11 A. No, I don't have that knowledge.

12 Q. Do you know what Celanese has done to try to
13 answer that specifically?

14 MR. MARSHALL: Objection; form.

15 THE WITNESS: Oh, went through all
16 the documents that Auriga had, that they supplied
17 to us, all the documents we already had on hand,
18 used search terms including subcontractor and
19 Covil and whatever. And, you know, if there is a
20 document that says that, it's in this, the
21 documentation we have provided to you.

22 BY MR. CHAPMAN:

23 Q. And we're talking about the same 19, 20,000
24 pages?

25 A. Whatever it is, yeah.

1 Q. Yeah. And those were not all gone through;
2 is that right?

3 MR. MARSHALL: Objection.

4 THE WITNESS: I have not gone
5 thorough all those. Is that what you're asking
6 me?

7 BY MR. CHAPMAN:

8 Q. Yes.

9 A. No, I have not.

10 Q. So there may be Covil in there, you just
11 don't know?

12 A. Well, it was searched with an electronic
13 search for what was already converted to electronic
14 form, and if there is a document in there, they would
15 have found it and provided it.

16 Q. All right. And as we kind of went through
17 earlier, you know, I thumbed through some of those
18 documents on a break, and I did see one or two
19 original Daniel's construction contract type
20 documents --

21 A. Right.

22 Q. -- from the '70s.

23 Other Spartanburg documents from the '70s up
24 through the late '80s, they would show suppliers of
25 insulation. Do you have any idea where those

1 documents would be?

2 MR. MARSHALL: Objection; form.

3 THE WITNESS: If they're not in
4 there, they don't exist, because, I mean, we have
5 looked every place that we can think to look, and
6 I can't imagine anybody would have it but the
7 Spartanburg site or the files that counsel
8 already had. But my belief is they probably
9 don't exist.

10 BY MR. CHAPMAN:

11 Q. So now I'm jumping around a little bit on
12 you. Do you know why, when Celanese sold the
13 Spartanburg facility, it did not retain copies of the
14 site specific documents?

15 A. That would have been based on the sales
16 contract of what they needed and what they didn't
17 need and, no, I don't know why.

18 Q. Okay. All right. So jumping back. Do you
19 know if Covil was a search term used on the documents
20 in this case?

21 A. Yeah, I'm pretty sure it was.

22 Q. How do you know that?

23 A. I saw the list of the search terms.

24 Q. Is that a list that you have?

25 A. I don't have it, no.

1 Q. Is that a document that exists somewhere?

2 A. Yeah, I saw a document.

3 MR. CHAPMAN: For the record,
4 we'll want that. I'm sure you will have some
5 objection to that privilege.

6 MR. MARSHALL: Yeah, yeah.

7 MR. CHAPMAN: We'll talk about
8 that.

9 BY MR. CHAPMAN:

10 Q. Do you know who searched for Covil?

11 A. It would have been counsel.

12 Q. Do you know how long they searched?

13 A. No.

14 Q. Do you know if anybody searched through the
15 hard copies for Covil?

16 A. No, I don't know that.

17 Q. Do you have any information, sir, about
18 whether or not Covil was on site at Spartanburg from
19 '70 -- throughout the '70s?

20 A. The only information I have is what I read
21 in Mr. Buck's deposition.

22 Q. Okay. Just to be clear, for the record,
23 would that be the same if I asked for the 1960s?

24 A. Yes. Unless it's in the documentation we
25 provided, again, I haven't reviewed every document.

1 Q. Whoever the insulation supplier was,
2 Celanese would have to approve that before it was
3 done for the original construction; is that fair?

4 MR. MARSHALL: Objection; form.

5 Sorry.

6 THE WITNESS: Yes. For a purchase
7 order, yes.

8 BY MR. CHAPMAN:

9 Q. Okay. Sitting here today, sir, is there any
10 other information you can give me about Covil at
11 Spartanburg at any point in time that we have not
12 discussed?

13 A. Well, there may be something in the
14 documents, but I can't point to anything, no.

15 Q. Do you need to take a break?

16 A. No, I just have to cough. I will tell you
17 when I need to take a break.

18 Q. All right. All right. Sir, I have a number
19 of documents I want to go through. Hopefully we'll
20 get through them pretty quickly.

21 At some point, sir -- let me ask you just
22 generally. Spartanburg -- the asbestos insulation
23 was abated in Spartanburg?

24 A. There were jobs where insulation containing
25 asbestos had to be abated, yes. It was not the whole

1 site.

2 Q. Do you know, sir, how much
3 asbestos-containing insulation has been abated off of
4 Spartanburg?

5 A. It would have to be in the records. I don't
6 have that knowledge.

7 Q. Do you know if there is still
8 asbestos-containing insulation on Spartanburg today?

9 A. I don't know that, but I don't know of a
10 project to generally go out and abate the insulation.

11 Q. Do you know, when Celanese sold Spartanburg,
12 if there was still asbestos-containing insulation on
13 site?

14 A. Yes.

15 Q. How did Celanese go about determining what
16 to abate and not to abate?

17 A. It was generally project or maintenance
18 driven. If they had a project where there were
19 tie-ins that needed to be made and the insulation
20 might contain asbestos, then they would abate. Also,
21 if there was maintenance that needed to be done on
22 equipment that might be insulated with insulation,
23 then we would use our procedures to determine if it
24 was, and abated, if need be.

25 Q. And what procedures would you use to

1 determine if it was?

2 A. You had to do sampling. If you didn't -- if
3 there was an emergency job and you didn't know, you
4 handled it as if it was asbestos.

5 Q. And again, I apologize, I'm going to jump
6 around on you for a second here. Do you know, sir,
7 if at any point, '74 and before, if Daniel's, or any
8 contractor that Daniel may have subcontracted with,
9 had to tie in to the steam piping in Poly 1?

10 MR. MARSHALL: Objection; form.

11 THE WITNESS: It would have been
12 for maintenance in that time frame, because Poly
13 1 was already built.

14 BY MR. CHAPMAN:

15 Q. What about Poly 2?

16 A. Well, they had to tie in the steam lines to
17 the steam system and the Dowtherm to the Dow system,
18 and they would have had to have disturbed insulation.
19 And depending on when that insulation was installed,
20 it may or may not contain asbestos.

21 Q. Okay. So I want to do a few things here.
22 First, as I understood it, and we can take a look at
23 Exhibit 4 if you want, Poly 1 and Poly 2 are right
24 next to each other?

25 A. Correct. They're essentially the same

1 building, although they were built at different
2 times.

3 Q. Okay. So they're touching?

4 A. Well, they share a structural seal.

5 Q. Okay. In the building of Poly 2, did
6 Daniel's, or whomever was building it, have to -- did
7 they have to tie in to the steam system in Poly 1?

8 A. Not necessarily.

9 Q. Where did they tie in?

10 A. Well, they'd tie in to the main steam
11 header.

12 Q. Where was that?

13 A. That -- it's probably -- probably on what's
14 called the high line, which is external to the
15 building, and it's a main header which supplies all
16 of them. Or they may have to put in a new steam
17 boiler, in which case it would have been new
18 construction.

19 Q. Would it be impossible for tie-in work to be
20 going on at Poly 1 for Poly 2?

21 MR. MARSHALL: Objection; form.

22 THE WITNESS: It wouldn't be
23 impossible; it would be unlikely.

24 BY MR. CHAPMAN:

25 Q. Why?

1 A. Just because of the physical location of
2 where the boilers were, where Poly 1 was and where
3 Poly 2 was being constructed. The header was right
4 outside of Poly 2.

5 Q. What about the Dowtherm piping?

6 A. Same thing. And more likely with Dowtherm,
7 they had to add Dowtherm capacity in order to build
8 Poly 2.

9 Q. Poly 1 and Poly 2, I mean, you said they
10 share a seal. Was there a wall or a door between
11 them?

12 A. Well, originally it would -- Poly 1, there
13 was a wall on the end. Poly 2 was built at that end,
14 and as they got construction up, they tore, maybe not
15 all but most of that wall down and it became an
16 opening or large doorway, if you will, but nothing to
17 close.

18 Q. Okay. So Poly 1 was open to Poly 2?

19 MR. McDONALD: Object to the form.

20 MR. MARSHALL: Objection; form.

21 BY MR. CHAPMAN:

22 Q. Is that right?

23 A. Generally, yes. I mean, there were places
24 where it wasn't, but in general you could walk
25 between the two of them.

1 Q. At the very least, as you said, there was a
2 big opening between Poly 1 and Poly 2?

3 MR. McDONALD: Objection; general
4 as to time.

5 THE WITNESS: I can't say on every
6 floor there was a big opening, but in general,
7 you could walk from Poly 1 to Poly 2.

8 BY MR. CHAPMAN:

9 Q. Okay. And if I understood your testimony,
10 you said that as construction progressed, they took
11 down parts of that wall; is that right?

12 A. Well, they had to get it protected from the
13 weather so that Poly 1 was not open to the weather.
14 So it probably occurred sometime after the roofing
15 was put on for Poly 2.

16 Q. Okay. So is it fair to say, sir, that that
17 wall was taken down, and part or most of it or
18 however you want to phrase it, when Poly 2 was
19 structurally sound enough for that to happen?

20 MR. McDONALD: Object to form.

21 MR. MARSHALL: Objection; form.

22 THE WITNESS: And, weather-wise,
23 okay to have batch poly exposed to that area.

24 BY MR. CHAPMAN:

25 Q. Okay. Now, I'm not an expert in

1 construction by any means, but seems like to me you
2 need four walls and a roof before you can do anything
3 on the inside of the building; is that fair?

4 A. No, it's not. For one thing, when you're
5 putting in major equipment, it's big, so you need
6 large openings from the outside, not from an adjacent
7 area, to be able to get the equipment in there. And
8 so, no, it might have a roof, but it may not have
9 four walls.

10 Q. Understood. Do you need four walls and a
11 roof before you can do steam piping?

12 MR. MARSHALL: Objection; form.

13 THE WITNESS: No.

14 BY MR. CHAPMAN:

15 Q. Why not?

16 A. Well, steam piping, it's almost like
17 building steel. You're taking piping and welding it
18 together and then insulating it. Now, it would need
19 to be protected once you started insulating it.

20 Q. Okay. So I'm asking bad questions and
21 you're doing a good job of answering, so let me ask
22 what I'm trying to get at here. Before steam pipes
23 were insulated, did there have to be four walls and a
24 roof?

25 A. No.

1 Q. Okay. Why not?

2 A. Well, I mean, if the weather was bad, it
3 would be difficult to insulate because you don't want
4 the insulation getting wet. But once -- in fact,
5 there is a lot of insulated pipe that's exposed to
6 the environment, but it's got an aluminum covering on
7 it, and that protects it from rain, wind, snow,
8 whatever.

9 Q. Okay. I have often heard, and I think even
10 Mr. Buck may have said last week but I'm not entirely
11 sure, that the insulation was one of the last things
12 done on the project. Does that sound right to you?

13 MR. MARSHALL: Objection; form.

14 MR. McDONALD: Object to the form.

15 THE WITNESS: Yeah, and although I
16 read his deposition, I thought what he said was
17 the pipefitters would be doing piping, and then
18 when they finished a part of the piping, the
19 insulators would come in. Which to me it didn't
20 mean that all the piping was done then they came
21 in. So it was kind of a progression. And I just
22 will try to -- I will put in this 100 feet of
23 pipe; I have got 200 more feet of pipe to put in,
24 but you-all can go ahead and insulate this 100
25 feet.

1 BY MR. CHAPMAN:

2 Q. Understood.

3 A. Does that make sense?

4 Q. It does.

5 A. Okay.

6 Q. Do you have any information, sir, that the
7 insulation on the steam piping in Poly 2 was done
8 before the four walls and the roof were up?

9 A. No, I don't have a time line on that, that I
10 recall.

11 Q. Okay.

12 A. It may have been in one of the progress
13 reports, but I don't recall.

14 Q. If Mr. Crawford said he saw Daniel's
15 employees putting on insulation on steam piping in
16 Poly 2, any reason to dispute that?

17 MR. MARSHALL: Objection; form.

18 MR. McDONALD: Object to form.

19 THE WITNESS: No, I mean, there is
20 no reason. Even with plastic barriers put up,
21 you can see through it.

22 BY MR. CHAPMAN:

23 Q. Do you know what kind of insulation was
24 being put on steam piping in Poly 2?

25 MR. MARSHALL: Objection; form.

1 THE WITNESS: It would have been,
2 depending upon the time frame, calcium silicate
3 of some kind was an approved spec. I think
4 Rockwool was approved for that. So to say one
5 was or one wasn't, no, I can't say. But most
6 likely it was calcium silicate.

7 BY MR. CHAPMAN:

8 Q. Which would have been asbestos containing?

9 MR. McDONALD: Objection.

10 MR. MARSHALL: Objection; form.

11 THE WITNESS: Depending upon the
12 frame. Once OSHA came out and manufacturers
13 stopped making it, you obviously couldn't buy it.

14 BY MR. CHAPMAN:

15 Q. Okay. Do you know when Poly 2 was totally
16 finished?

17 A. No. It was late '70s, early '80s, probably,
18 because I think they went through CP5.

19 Q. Okay.

20 A. But that's -- I am not sure.

21 Q. All right. So I want to go through a few
22 documents here and we'll answer some of these
23 questions. First of all, I want to mark -- what are
24 we on -- Exhibit 7?

25 (Exhibit No. 7 was marked for

1 identification.)

2 Q. And for the record, this is Bates Crawford
3 007603 through 7605.

4 Sir, are you able to tell me what this is?

5 A. It's a letter from Kay Carraway, who I
6 assume is an SOS employee, to Jean Wheeler of South
7 Carolina DHEC about some -- a request to dispose of a
8 container of asbestos waste.

9 Q. And who is SOS International, do you know?

10 A. It's an asbestos abatement firm that I
11 believe is a division of Daniel, Fluor Daniel.

12 Q. If you turn to the second page, sir. This
13 is entitled SOS International Asbestos Removal, 10/01
14 to 12/31 of 1995.

15 A. Right.

16 Q. And at the bottom, it says, Hoechst Celanese
17 Spartanburg.

18 A. Right, this is a quarterly report.

19 Q. And in this quarter, this lists all of the
20 asbestos insulation that was removed?

21 A. Yes, as part of routine maintenance.

22 Q. And on here, we can go through each one, but
23 there are several entries for Batch Poly?

24 A. Right.

25 MR. MARSHALL: Objection; form.

1 BY MR. CHAPMAN:

2 Q. The first entry is Batch Poly?

3 A. Yes.

4 Q. Okay. And just because of the objection,
5 I'm sorry, we're going to have to go through them
6 all. The fourth entry is Batch Poly?

7 A. Yes.

8 Q. The fourteenth entry, sir, about midway down
9 the page, says, Stretch Line Number 12?

10 A. That's not Batch Poly.

11 Q. I was going to ask you, where is that?

12 A. That's Staple.

13 Q. Staple? Okay.

14 Underneath that, High Line?

15 A. It just says North Poly. That's probably a
16 utility line outside the building. That's what the
17 "high line" is, is utility piping outside.

18 Q. Okay. Underneath that, says Third and
19 Fourth floor, BP --

20 A. That's Poly.

21 Q. Okay. Two underneath that, Third and Fourth
22 Floor, Batch Poly?

23 A. Right.

24 Q. Underneath that is also Batch Poly?

25 A. Right.

1 Q. And then near the bottom, fourth up from the
2 bottom, I think that's Batch Poly; is that right?

3 A. Yeah. There is also one above, Batch Poly
4 Third Floor, which is probably number 12, Third BP.

5 Q. Okay.

6 A. That's probably Batch Poly.

7 Q. Okay. So this just shows, in this quarter,
8 insulation that was -- asbestos insulation that was
9 removed from Batch Poly, among other places, but we
10 listed out the Batch Poly?

11 A. Yes. This doesn't mean that's all that was
12 abated. And you understand this is a quarterly
13 report, which is allowed for routine maintenance
14 activity. If we were going in to clean out a tank
15 and we had to strip the insulation off, that would be
16 a separate report from this.

17 Q. I understand.

18 A. Okay.

19 Q. Do you know of any other asbestos pipe
20 insulation that was abated in this quarter, other
21 than what's shown here?

22 A. I do not personally know of any. I don't
23 know if there is any documentation that says that,
24 but there could be.

25 Q. Okay. All right. You can put that aside.

1 A. Back to the court reporter?

2 Q. Give me a second, sir. I'm trying to take
3 things a little out of order to speed things up, so
4 I'm getting myself lost.

5 A. Oh, that's okay. My mind works out of
6 order, too.

7 Q. All right. I'm going to hand you what I'm
8 marking as Exhibit 8.

9 (Exhibit No. 8 was marked for
10 identification.)

11 Q. And this is Bates Crawford 009391 through
12 9393. Can you tell me what we're looking at, sir?

13 A. It looks like a quarterly report for
14 asbestos abatement during the time frame of, I guess
15 the third quarter of -- or fourth quarter of '88.
16 Same type of thing.

17 Q. Okay. So there's a number of locations on
18 here. I want to go through them all. There is
19 mention of, you know, Batch Poly roof and things like
20 that. I don't want to ask you about that right now.

21 Under like the fourth entry through like the
22 seventh entry, eighth entry, do you see that --

23 A. Yes.

24 Q. -- where it says Poly CP?

25 A. Yes.

1 Q. What does CP stand for?

2 A. Conti Poly.

3 Q. Conti Poly. Okay.

4 So that was all asbestos that was removed
5 from Continuous Poly?

6 A. Yes.

7 Q. And that's Poly 2?

8 A. It was -- either contained asbestos or was
9 assumed to contain asbestos; because they didn't want
10 to sample it, or didn't have time to sample it.

11 Q. And then a few under -- a few underneath
12 that, again, is Poly CP?

13 A. Right.

14 Q. There is five entries for Poly CP?

15 A. Right.

16 Q. And that was abated?

17 A. Yes.

18 Q. Okay. And then throughout, sir, about
19 midway down, there is a couple entries for Batch
20 Poly. Do you see that?

21 A. I do.

22 Q. There's a couple more entries below that for
23 Dowtherm pipe on Poly 2?

24 A. I see it on CP1. Is that the one you're
25 referring to?

1 Q. Yes.

2 A. Okay. Yep.

3 Q. Okay. And this is just a summary of the
4 asbestos abatement in this quarter?

5 A. Well, actually, it's a detail of the
6 abatement that was done for small scale projects.

7 Q. Okay. All right. Fair enough. You can put
8 that aside.

9 All right. I'm going to hand you what I'm
10 marking as Exhibit 9.

11 (Exhibit No. 9 was marked for
12 identification.)

13 Q. It's a very similar document, sir.

14 A. Yes.

15 Q. Does it look to be very similar, just a
16 different quarter?

17 A. Yes. And there was no person that it was
18 addressed to, which is unusual. Yes, same thing.

19 Q. And then you see on the second page -- and
20 this is Bates 9358, 9359. The second half, there are
21 a couple of entries for Batch Poly and Conti Poly?

22 A. Yes.

23 Q. Okay. All right, sir. I'm going to hand
24 you what I'm marking as Exhibit 9 -- 10, I'm sorry.

25 (Exhibit No. 10 was marked for

1 identification.)

2 Q. And this is Bates 10759 through 10762. Can
3 you tell me what we're looking at in this collection
4 of documents?

5 A. Well, the first sheet is a memo from the
6 industrial hygienist to the environmental engineer.

7 Q. And what are they talking about?

8 A. I don't know what an occurrence means, so
9 I'm not sure. I'm Bruce, because I was there then,
10 but, again, I don't know what that refers to.

11 Q. Okay.

12 A. And I didn't get a copy of this or I would
13 have questioned that.

14 Q. Okay.

15 A. And I may have, but I don't remember it.

16 Q. So this is talking about you. That was my
17 next question.

18 A. Yeah, that Bruce was me.

19 Q. Okay.

20 A. I was his boss.

21 Q. All right. But we can glean from this that
22 what an occurrence means may be unclear, but it's
23 talking about asbestos in Poly; is that fair?

24 A. Yeah.

25 Q. Okay. The second page, are you able to tell

1 me what we're looking at?

2 A. It's a memo from Jim Stowe, who is the
3 industrial hygienist, to Maurice Jones, who was a, I
4 believe, a production supervisor.

5 Q. And what are they talking about?

6 A. Well, I have to read it.

7 Q. Okay.

8 A. Do you know what that crossed-out word is?
9 Did you-all cross it out or --

10 Q. I did not.

11 A. It looks like it was just a redundant word.

12 Q. I'll tell you what, why don't you take a
13 second, sir, to review the next few pages of this.

14 A. Okay.

15 Q. And we have got to change the videotape
16 anyway --

17 A. Okay.

18 Q. -- so let's do that.

19 A. Okay.

20 THE VIDEOGRAPHER: This concludes
21 media number two. Going off the record at 13:35.

22 (A recess was taken.)

23 THE VIDEOGRAPHER: This is the
24 beginning of media number three. We're going
25 back on the record at 13:37.

1 BY MR. CHAPMAN:

2 Q. Okay, sir. Have you had a chance to review?

3 A. I have.

4 Q. Okay. What were we talking about on page
5 two?

6 A. Page two is the industrial hygienist asking
7 a production supervisor to reinforce the asbestos
8 procedures with their employees.

9 Q. And do you know why they would be doing
10 that?

11 A. If you look at the next page, there was a
12 couple of occurrences that happened where Celanese
13 employees, it appears, handled TSI. One was just
14 doing housekeeping, and the other one's -- I don't
15 quite understand this because it says they -- the
16 mechanics didn't cut on the asbestos treated by
17 the -- just run-on pipes, metal and above and below
18 the insulation, so they didn't really disturb the
19 insulation. So that may or may not have been an
20 occurrence, as he described it.

21 Q. And by "TSI," you mean Thermal Systems
22 Insulation?

23 A. Yes.

24 Q. Okay.

25 A. And again, I don't know where it was, I

1 don't know when that line would have been put in, so
2 it may not have been asbestos containing, but our
3 procedure says if you don't know, you either treat it
4 as asbestos or you get it tested.

5 Q. So if I'm understanding correctly, sir,
6 this, what this shows is at least one instance in
7 1998 when Celanese employees weren't following the
8 correct procedure?

9 A. And they -- it looks to me like they took
10 appropriate action to address that inconsistency.

11 MR. CHAPMAN: Object to
12 non-responsive portion.

13 BY MR. CHAPMAN:

14 Q. Is that a yes?

15 MR. MARSHALL: Objection to form.

16 THE WITNESS: Ask me your question
17 again.

18 BY MR. CHAPMAN:

19 Q. Sure.

20 A. I thought I answered it. I guess I --

21 Q. So let me just make it clear again.

22 A. Sure.

23 Q. If I'm understanding this correctly, that
24 this is at least one instance in 1998 when Celanese
25 employees were not following the correct procedures?

1 MR. MARSHALL: Objection; form.

2 THE WITNESS: Yes.

3 BY MR. CHAPMAN:

4 Q. Okay. All right. You can put that aside.

5 A. Okay.

6 Q. Do you know, sir, if -- let me back up and
7 ask that a different way. Do you know when Poly 1
8 was totally finished with construction?

9 A. I don't have a date, no.

10 Q. Do you know --

11 A. It might be in the records, but I don't know
12 it.

13 Q. Do you know if construction continued after
14 original construction of Poly 1?

15 MR. MARSHALL: Objection; form.

16 THE WITNESS: My understanding of
17 the construction of Batch Poly or Poly 1 is that
18 it occurred in some form of stage; they did part
19 of it and then came back in and did more.

20 BY MR. CHAPMAN:

21 Q. Do you know, sir, for example, when certain
22 lines were put in, what years?

23 A. There may be some information in there that
24 I reviewed, but I don't recall it.

25 Q. Do you have any information that lines eight

1 through 12, for example, were put in in '73, '74,
2 anything like that?

3 MR. MARSHALL: Object to the form.

4 THE WITNESS: Well, based on
5 Crawford's testimony, he -- Batch Poly hadn't
6 finished when he got to work there.

7 BY MR. CHAPMAN:

8 Q. Okay. I just wanted to make sure you didn't
9 have any evidence to the contrary of that.

10 A. No.

11 Q. Okay. I'll hand you what's being marked as
12 Exhibit 12 -- 11. I am bad at this.

13 (Exhibit No. 11 was marked for
14 identification.)

15 Q. This is Bates Crawford 7959. What are we
16 looking at here, sir?

17 A. It's a letter to Charles Powell, who was an
18 environmental engineer. It's dated November 18,
19 1985, and it talks about 600 linear feet of asbestos
20 on a back haul line from Batch Poly area Spartanburg,
21 and it talks about the intent to remove asbestos
22 materials.

23 Q. Okay. The reason I put this in front of
24 you, I wanted to ask you, the letterhead on this is
25 the South Carolina Department of Health and

1 Environmental Control.

2 A. Yes.

3 Q. Did that department, to your knowledge,
4 regulate or monitor asbestos abatement?

5 A. Yes.

6 Q. Did Celanese have to apply or otherwise
7 notify the department when they were going to do
8 abatement?

9 A. Well, there was two opportunities for that.
10 One is the quarterly report where for small jobs you
11 did it and then reported what had been done at the
12 end of the quarter. And then in this case, where
13 they're doing something, and I don't remember the
14 levels, but at some level you had to notify them
15 ahead of time and actually get approval to do it
16 before you did it.

17 Q. And you don't know what that level is?

18 A. I used to know.

19 Q. Okay. Who was in charge of letting the
20 State of South Carolina know; was that Celanese or
21 the abatement contractor or who?

22 A. It was generally Celanese.

23 Q. Do you know, sir, if Celanese kept or
24 maintained files of instances where it let the State
25 of South Carolina know it was going to do abatement?

1 A. Here's one. I mean --

2 Q. Other than this particular one, do you know
3 if there are any others?

4 A. Yeah, I know there have been. I can't point
5 you to any, but, yes.

6 Q. Do you know if that's the kind of document
7 that Celanese would keep?

8 MR. MARSHALL: Objection; form.

9 THE WITNESS: It would be based on
10 the record retention requirements, both of the
11 government and the corporation.

12 BY MR. CHAPMAN:

13 Q. Okay.

14 A. And I don't know what those are.

15 Q. Okay. Put that aside.

16 So before I move on, and I have been meaning
17 to ask you all day and it keeps slipping my mind, so
18 I'm just going to ask you now. You have mentioned
19 the record retention policy a few times. Just kind
20 of broadly, what is or what was the Celanese record
21 retention policy pursuant or relative to the
22 Spartanburg facility?

23 MR. MARSHALL: Objection; form.

24 THE WITNESS: Are you talking
25 about the details of what documents to keep and

1 how long to keep them?

2 BY MR. CHAPMAN:

3 Q. Yes, sir.

4 A. I can't go through that and tell you what it
5 was. I don't know if Auriga provided a copy of that
6 for their current policy, and I certainly don't have
7 a copy of Celanese's policy, although I have referred
8 to it and used it and made recommendations for
9 changing it and so forth.

10 Q. Do you know, sir, the first time Celanese
11 had a document retention policy relevant to the
12 Spartanburg facility?

13 A. No, I don't.

14 Q. Do you know what the shortest amount of time
15 could be to keep a document?

16 MR. MARSHALL: Objection; form.

17 THE WITNESS: Yeah, it depends on
18 what it is. Some of them could be no retention
19 required.

20 BY MR. CHAPMAN:

21 Q. What kind of documents were --

22 A. I don't know what that would be, but others
23 are permanent, so --

24 Q. Would you have any idea what sales invoices
25 or purchase orders, what that would be?

1 A. No, I don't.

2 Q. What about any documents that would show the
3 suppliers of insulation?

4 A. They would be the requirement for purchase
5 orders, and I don't know what that is.

6 Q. Do you know if there is any way to find out
7 what that is?

8 A. Well, we have gotten the documents, purchase
9 orders and invoices and things like that that are
10 either in the possession of counsel or that Auriga
11 had, and if they're not in there, and if the record
12 retention policy is not in there, then, no, I don't
13 know how to get it.

14 Q. Do you know, sir, if there was any type of
15 document at any point of Celanese -- strike that.

16 Do you know if there was any kind of
17 document, sir, related to the Spartanburg facility at
18 any point that was placed on a litigation hold by
19 Celanese so they wouldn't be inadvertently thrown
20 away?

21 A. No, I do not.

22 Q. Has Celanese looked into anything like that;
23 what kind of documents would be held like that?

24 MR. MARSHALL: Objection; form.

25 THE WITNESS: I don't know. I

1 mean, counsel has gotten documents from Auriga,
2 plus they had some from earlier in time, but I
3 don't know. I am not aware of any litigation
4 hold that's been put on documents.

5 BY MR. CHAPMAN:

6 Q. Is there any other information you can tell
7 me about Celanese's record retention policy?

8 A. No.

9 Q. All right. I'm going to hand you, sir,
10 what's being marked Exhibit 12. And I got that one
11 that right.

12 (Exhibit No. 12 was marked for
13 identification.)

14 Q. And this is Crawford 9346.

15 A. Yes.

16 Q. And you can take a minute to look through
17 this, sir, if you would like.

18 A. Yep.

19 MR. CHAPMAN: Okay. You can cut
20 all that part of the video while he's reviewing
21 documents.

22 BY MR. CHAPMAN:

23 Q. All right. What are we looking at in this
24 letter, sir?

25 A. This is a letter from the industrial

1 hygienist at the plant, Spartanburg, about a -- I
2 believe Mark Simpson was a production supervisor or
3 engineer, and he apparently got questions from one of
4 the safety meetings about some activity going on in
5 the abatement of some asbestos materials.

6 Q. All right. So I want to ask you a couple of
7 questions. First, the second paragraph there.

8 A. Uh-huh.

9 Q. It reads, "Typically, asbestos related
10 illnesses are chronic in nature; that is, they
11 typically develop over a number of years after
12 repeated unprotected exposure to asbestos fiber,
13 which has somehow been disturbed and become airborne.
14 Typically, asbestos fiber is not airborne in the
15 plant. It does become airborne when work is
16 performed on it; for example, repairing or removing
17 asbestos-containing insulation."

18 Did I read that correctly?

19 A. Yes.

20 Q. Would you be able to tell me, sir, when
21 Celanese first learned that information?

22 A. In -- when OSHA came out.

23 Q. 1972?

24 A. Whenever that was. I don't remember the
25 exact date, but, yes.

1 Q. Okay. Had no idea before that?

2 A. I knew that there were studies going on and
3 reports made, but there was no consensus on what the
4 effects of asbestos were or what control measures
5 were being undertaken.

6 Q. Okay. And I understand that this has been
7 the subject of much testimony. I read through the
8 Seed transcript, for example, so I'm not going to
9 take you through the whole history, I already read
10 that. But I just want to understand: It's
11 Celanese's position the first time they learned this
12 information was OSHA; that's it?

13 A. The first time that it was -- that there was
14 a consensus standard on asbestos was when OSHA came
15 out, yes.

16 Q. Okay. The fifth paragraph there, sir.

17 A. Okay. What is this -- one, two, three,
18 four -- okay.

19 Q. "As far as a medical check."

20 A. Yes.

21 Q. That, if I'm understanding, it talks about
22 things that Celanese was doing or talking about doing
23 with its employees in terms of chest X-rays and exams
24 and things like that?

25 A. Well, at this time, we didn't have people

1 working with asbestos, didn't have Celanese
2 employees. This was Daniel's work that would have
3 been covered by this.

4 Q. I understand. So let me ask you just this:
5 When did Celanese have its employees X-rayed or
6 examined for asbestos-related disease?

7 A. Well, we had a medical surveillance program
8 in place during this time frame which covered
9 Celanese employees, and it included spirometry, I
10 think there was a chest X-ray, physical exam, and
11 medical and work histories. So we were doing these
12 things, but not because of asbestos exposure.

13 Q. Do you know, sir, if Celanese ever found any
14 asbestos-related diseases or any evidence of
15 asbestos-related diseases in its employees as a
16 result of these tests?

17 A. Not that I'm aware of.

18 MR. MARSHALL: Objection; form.

19 BY MR. CHAPMAN:

20 Q. Has Celanese looked for that kind of
21 information?

22 MR. MARSHALL: Objection; form.

23 THE WITNESS: I don't know that we
24 would have access to that information because
25 it's medical information. I don't know that we

1 would be allowed to look for it.

2 BY MR. CHAPMAN:

3 Q. Is that kind of monitoring, is that
4 something Celanese did?

5 A. Yes.

6 Q. Did Celanese retain -- did Celanese see the
7 results of that monitoring?

8 A. Yes, they would have been on the plant site,
9 and they're probably still there, and the medical
10 person who headed that up would have reported any
11 unusual -- any unusual results. I mean, there were
12 no asbestos-related diseases that I am aware of that
13 occurred at that site during that time frame.

14 Q. Okay. When you say there are none that
15 you're aware of, did you look?

16 MR. MARSHALL: Objection; form.

17 THE WITNESS: I -- the medical
18 department reported to me. I knew of activities
19 that were going on and issues that came up on a
20 non-personal basis. I didn't know the employee,
21 if there was an issue, and I did not know of any
22 asbestos-related issues that came up.

23 BY MR. CHAPMAN:

24 Q. Okay. Did you look for any documents to
25 that effect in this case?

1 MR. MARSHALL: Objection; form.

2 THE WITNESS: The documents that
3 we looked for, based on the discovery requests,
4 are all included in the prior documents we have
5 given you, plus the one, recent ones, we have
6 gotten from Auriga.

7 BY MR. CHAPMAN:

8 Q. And in there, did you see any documents
9 related to this?

10 A. I haven't looked at every one of them.

11 Q. All right. All right. You can put that
12 aside.

13 All right, sir. I'm going to hand you
14 what's being marked as Exhibit 13.

15 (Exhibit No. 13 was marked for
16 identification.)

17 Q. And this is Bates Crawford 18973.

18 A. Uh-huh. Yes.

19 Q. All right, sir. If I am understanding this
20 document correctly, it appears to be a Plant Survey,
21 1995, of the Spartanburg Site, up at the top.

22 A. Yeah. I'm sorry, that's what it says.
23 Yeah, I thought you were wanting me to read it first.

24 Q. Is that true?

25 A. Yes, that's what it says.

1 Q. Okay. Any reason to dispute that?

2 A. No.

3 Q. Okay. And it goes and it lists out
4 different areas that were surveyed, the amount of
5 asbestos-containing insulation that was there, either
6 linear or square feet and the percentage of asbestos.

7 A. Right.

8 Q. Is that right?

9 A. Well, it was the percent -- that's the
10 percent of the insulation in that area that contains
11 asbestos.

12 Q. Okay.

13 A. Not the percentage of asbestos.

14 Q. Understood. So if whatever they removed,
15 what the percentage says, that percent was asbestos
16 containing?

17 MR. MARSHALL: Objection; form.

18 BY MR. CHAPMAN:

19 Q. Okay. So if -- so just total example. If
20 they removed 100 linear feet --

21 A. This isn't talking about removal.

22 Q. Okay.

23 A. This is talking about what's there.

24 Q. Fair enough. So if they surveyed, right,
25 100 square feet and it says 50 percent asbestos, then

1 50 square feet of that is asbestos containing?

2 A. Right.

3 Q. Okay. All right. So the areas, the fourth
4 one down, is Batch Poly?

5 A. Right.

6 Q. And they surveyed 17,353 square feet -- I'm
7 sorry, linear feet?

8 A. Right.

9 Q. Which is 12,763 square feet?

10 A. No, no. It's one or the other. It's not --
11 so there would be pipe insulation, which is lineal
12 feet; and vessel insulation, square feet.

13 Q. All right. Okay.

14 A. So it's not the same thing, that additive,
15 if you want to look at it that way.

16 Q. Understood.

17 A. Okay.

18 Q. So it's 17,353 lineal feet and 12,763 square
19 feet?

20 A. Right.

21 Q. And of that, 60 percent was asbestos
22 containing?

23 A. Right.

24 Q. Do you see down at the bottom, Conti Poly,
25 bottom of that first section?

1 A. Oh, yeah, uh-huh.

2 Q. That's Poly 2?

3 A. Yes.

4 Q. 77,749 lineal feet was surveyed; is that
5 right?

6 A. Say that again?

7 Q. On the Conti Poly --

8 A. Yes.

9 Q. -- 77,749 lineal feet was surveyed?

10 A. Yes.

11 Q. And that would be pipe insulation?

12 A. Yes. Or it could be ducts or something --
13 no, probably pipe.

14 Q. And in addition to that 24,000, just over
15 24,000 square feet of asbestos insulation -- or of
16 insulation -- was surveyed?

17 A. Right.

18 Q. And of that, 77,749 lineal feet and 24,130
19 square feet of insulation surveyed, 90 percent was
20 asbestos containing?

21 MR. McDONALD: Objection; form.

22 THE WITNESS: No, I don't
23 interpret that way because it includes CP1
24 through CP6, and there's various percentages for
25 each one of those. We don't have the breakout of

1 the lineal feet or square feet for those
2 individual poly lines.

3 BY MR. CHAPMAN:

4 Q. Okay. So let me ask it this way: For Poly
5 lines 1 through 6, it appears, were surveyed?

6 A. Yes.

7 Q. Okay. And the total survey of 1 through 6
8 equated to 77,749 lineal feet and 24,130 square feet?

9 A. Right.

10 Q. Okay. On lines 1 and 2, 90 percent was
11 asbestos containing?

12 A. Right.

13 MR. MARSHALL: Objection; form.

14 MR. McDONALD: Objection; form.

15 MR. CHAPMAN: What's the
16 objection?

17 MR. MARSHALL: The objection is
18 overbroad; it assumes facts, because you can't
19 say 90 percent of the piping on CP1 and 2
20 contained asbestos because we don't even know how
21 much piping was sampled here. It could have been
22 100 lineal feet.

23 BY MR. CHAPMAN:

24 Q. Okay. So, sir, that's what the document
25 says?

1 MR. McDONALD: Objection; form.

2 MR. MARSHALL: Objection; form.

3 BY MR. CHAPMAN:

4 Q. Do you read it any differently?

5 A. Well, they -- I don't believe that they went
6 out and sampled all of this pipe and all this block.
7 I believe that they made assumptions that, well, we
8 know this isn't asbestos and we know this is,
9 somewhere here in between is the unknown, but because
10 we have to assume it's asbestos, that's how we're
11 going to report.

12 Q. All right. So what we can tell from the
13 document, sir, right, is that, regardless of what
14 line it was, that the almost 78,000 lineal feet and
15 just over 24,000 area feet was sampled -- surveyed?

16 A. Surveyed, which doesn't mean it was sampled.

17 Q. It was surveyed, right?

18 A. (Witness nodded head.)

19 Q. Okay. And that's broken down, 1 and 2, it
20 says 90 percent; 3 and 4, it says 50 percent; and 5
21 and 6 says 20 percent cloth only.

22 A. Right.

23 Q. All right.

24 A. I'm going to need to take a break pretty
25 quick.

1 MR. CHAPMAN: Okay. Why don't we
2 take a break.

3 THE VIDEOGRAPHER: Off the record
4 13:59.

5 (A recess was taken; on the
6 stenographic record only.)

7 MR. CHAPMAN: Counsel for Celanese
8 and I conferred very briefly off the record.
9 There are a number of documents that they are
10 withholding subject to privilege. I understand
11 it's a small amount of documents. I have not
12 seen them.

13 They produced a privilege log
14 right as the deposition was starting this morning
15 and told us that we can review them if Celanese
16 does not waive privilege of those documents.
17 What we have decided, and plaintiffs will agree
18 to that, we can review them, and Celanese will
19 not waive the privilege on that.

20 That being said, I'm going to go
21 through them. I may have questions about them
22 today, but I am not going to waive any of my
23 rights to compel the documents themselves without
24 privilege to compel a second deposition or any
25 other rights I may have or my client may have

1 subject to that.

2 MR. MARSHALL: Okay. I understand
3 and that is our agreement.

4 MR. CHAPMAN: Okay.

5 (End of stenographic only portion.)

6 THE VIDEOGRAPHER: Back on the
7 record at 14:10.

8 BY MR. CHAPMAN:

9 Q. Okay. I think we're done with that one.

10 A. Okay.

11 Q. All right. I think the last exhibit I have
12 for you, sir, which is Exhibit 14.

13 (Exhibit No. 14 was marked for
14 identification.)

15 Q. It is a collection of documents. They are
16 not in order. If you want, we can go through each
17 one and put the Bates number on the record, but
18 it's -- I think the lowest Bates label is 9717 and
19 the highest is 9769. It is, I don't know, half a
20 centimeter thick, centimeter thick.

21 A. Okay.

22 Q. Will you take a second to review this
23 packet, sir.

24 A. To what it is?

25 Q. Yes, yes.

1 A. Okay.

2 Q. All right. And are you able to tell me what
3 we're looking at here in Exhibit 14?

4 A. It's a report from the engineering
5 department to the industrial hygienist identifying
6 the pounds of material removed from the plant site on
7 a particular day that can potentially contain
8 asbestos.

9 Q. Well, sir, the subject is asbestos removal,
10 right?

11 A. Right.

12 Q. And on each page, I think except for one, it
13 says, on X date, X amount of pounds of asbestos was
14 removed from the plant site.

15 A. Correct.

16 Q. Okay. There is one I want to talk to you
17 about, it's four pages in, Bates 9727.

18 A. Yes.

19 Q. What are we looking at here?

20 A. It looks like the trip ticket, but most of
21 it is not legible. There is the date of January of
22 1990. I can't tell exactly what the date is.

23 Q. And what's a trip ticket?

24 A. That's what would go with the -- to the
25 landfill for disposal.

1 Q. All right. And there are, I don't know how
2 many pages in here, but several, several pages of
3 records in here.

4 A. Yes.

5 Q. Is that fair?

6 If I represent to you, sir, and I'm a lawyer
7 so it's hard for me to do math, but if I represent to
8 you, sir, that there are almost 148,000 pounds of
9 asbestos being represented in these documents, do you
10 have any reason to think that that's incorrect?

11 MR. McDONALD: Object to form.

12 MR. MARSHALL: Objection; form.

13 THE WITNESS: Well, it's really
14 material that is believed to contain asbestos.

15 There is no way that they could have weighed just
16 the asbestos portion of it.

17 BY MR. CHAPMAN:

18 Q. So a couple of things. Why was it believed
19 to contain asbestos?

20 A. Because if we knew it contained asbestos,
21 then it did. If we didn't know, and for whatever
22 reason we didn't want it sampled, then we assumed it
23 contained asbestos and we handled it as if it was.

24 Q. And was that at all based on the time frame
25 in which the insulation was installed or used?

1 MR. MARSHALL: Objection; form.

2 THE WITNESS: Well, whether we
3 knew it was asbestos -- if we knew it wasn't
4 asbestos, it would have been based on the time
5 frame. But there was also asbestos in old
6 construction -- I mean, sorry -- insulation where
7 repair work had been done in old construction
8 areas that would not be asbestos containing.

9 BY MR. CHAPMAN:

10 Q. So what I'm hearing you say is, based on the
11 time frame, you can tell me it was not asbestos?

12 A. Yeah. And also, at some point in time, we
13 started labeling new insulation as non-asbestos.

14 Q. All right. And the second thing is, the
15 documents we have in front of us, don't say "assumed
16 asbestos," it says "asbestos."

17 A. Well, because we have to treat it and
18 dispose of it as if it were. Unless we know it's
19 not, we have to assume it is.

20 Q. All right. So again, my question is, sir,
21 just based on what the document says, it says
22 "asbestos."

23 A. Yeah, that's what it says.

24 Q. All right.

25 A. That's because that's how we have to handle

1 it.

2 Q. All right. All right. You can put that
3 aside. I think we're coming towards the end here.

4 Sir, are you aware of an individual who my
5 office represents in another case named Dwayne
6 Waters?

7 A. I'm sorry, am I aware of Dwayne Waters?

8 Q. Yes.

9 A. No, I don't know, recognize that name.

10 Q. All right. Do you know at all what his
11 testimony says about insulation that Covil supplied?

12 A. I do not.

13 Q. And I'm paraphrasing, this is not exact, but
14 I will represent to you, sir, he said something to
15 the effect Dan -- or excuse me -- Covil was supplying
16 asbestos-containing insulation in boxes labeled
17 asbestos-free. Okay? Do you know, first, if
18 Celanese was affected by that?

19 MR. MARSHALL: Objection; form.

20 THE WITNESS: No, I do not.

21 BY MR. CHAPMAN:

22 Q. Do you know, sir, if Celanese has done
23 anything at all to try to find out if they were
24 affected by that?

25 MR. MARSHALL: Objection; form.

1 THE WITNESS: I don't know that we
2 were aware of that, so why would we go looking
3 for something we weren't aware of.

4 BY MR. CHAPMAN:

5 Q. And I will represent to you, sir, at least
6 Celanese attorneys are aware that Mr. Waters
7 testified to that.

8 A. When was that testimony?

9 Q. Within the last several months.

10 A. Okay.

11 Q. And I don't know exactly. I know it was
12 probably within 2018.

13 A. Well, if there was any information that
14 Celanese had or that Auriga had, it would be in the
15 documents that we have produced.

16 Q. And my question is, sir: Do you know if
17 Celanese has actively done anything to try to find
18 out if they were affected by that act?

19 MR. MARSHALL: Objection; form.

20 THE WITNESS: Well, again, the
21 information would be in the documents which would
22 tell us whether or not we were impacted by that.

23 BY MR. CHAPMAN:

24 Q. And I understand what you're saying. But
25 I'm asking: Has Celanese made an effort to

1 affirmatively seek out that information and not
2 generally seek documents about Spartanburg?

3 MR. MARSHALL: Objection; form.

4 THE WITNESS: We would only be
5 interested in documents relative to Spartanburg.

6 BY MR. CHAPMAN:

7 Q. I understand that, sir. I think we're on
8 two different sides of the street here.

9 I understand what Celanese did to try to get
10 documents for Spartanburg, right, in terms of getting
11 them from Auriga.

12 A. Uh-huh.

13 Q. Do you know if anything specific was done
14 relating to Covil placing asbestos-containing
15 insulation in asbestos-free boxes to try to find out
16 if Celanese was affected at Spartanburg or any other
17 Celanese facility?

18 MR. MARSHALL: Objection; form.

19 Also, I mean, this is really off topic and not
20 included in the topics that were noticed for this
21 deposition. So it is definitely catching him
22 offguard.

23 MR. CHAPMAN: I disagree, but,
24 fair enough.

25 THE WITNESS: No. I -- we did

1 document searches based on the discovery
2 requests. If it was in there, then we did
3 something; if it wasn't, then we probably didn't.

4 BY MR. CHAPMAN:

5 Q. Sitting here today, can you tell me anything
6 specifically that was done?

7 MR. MARSHALL: Objection; form.

8 THE WITNESS: No. Just what I
9 have already related to you.

10 BY MR. CHAPMAN:

11 Q. All right. As the corporate representative
12 for Celanese and as an industrial hygienist, do you
13 believe that it's safe to place asbestos-containing
14 insulation in asbestos-free boxes?

15 A. Well, just to be clear, so we're not
16 confused, I am no longer certified as an industrial
17 hygienist.

18 Q. I understand.

19 A. No, I know you know, but I just want to make
20 it clear. Although I have certain knowledge about
21 that, I don't know the laws, but, to me, that would
22 be criminal.

23 Q. Okay. Are you able -- and we have talked
24 about this generally, but I want to ask you
25 specifically so we have got it. In your review of

1 the records and your inquiry into this particular
2 case, are you able to tell me the manufacturer of any
3 valves at Spartanburg?

4 MR. MARSHALL: Objection; form.

5 THE WITNESS: Well, again, I mean,
6 I know a lot of manufacturers of valves and pumps
7 and whatever, and any records that we have would
8 be contained in the documents that we have
9 produced.

10 BY MR. CHAPMAN:

11 Q. Okay. And so if I asked you the same about
12 steam traps or pumps or anything --

13 A. Right.

14 Q. -- all the same?

15 A. Yeah.

16 Q. Do you have any knowledge, outside of the
17 records in this case, outside of the documents that
18 we have been talking about?

19 A. About?

20 Q. Steam traps or valves or pumps on site.

21 A. I know they're there. I'm not sure what
22 you're asking me, so -- and I don't mean to be smart.

23 Q. No, that's okay. That's okay.

24 Do you have any other information you can
25 give me about the manufacturer of those valves or

1 pumps or steam traps?

2 A. No more than what's included in the
3 documents. It's been too long. And actually, in the
4 case of pumps and valves, what was there in 1970
5 could be different today, because there's standards
6 they go by and they're kind of interchangeable.

7 Q. Do you have any information, other than what
8 may or may not be in those documents, about what was
9 there in the 1970s?

10 A. Oh, no, not specifically. Unless it's in
11 there, yeah.

12 Q. And did you go through those records to try
13 to find that out?

14 A. No, I did not go through all the records.

15 MR. CHAPMAN: Sir, I think subject
16 to me going through my notes and going through
17 the privileged documents, I might be done with
18 you.

19 THE WITNESS: Okay.

20 MR. CHAPMAN: Thank you for your
21 time.

22 THE WITNESS: Sure. Thank you.

23 EXAMINATION

24 BY MR. MARSHALL:

25 Q. Okay. Mr. Bowyer, I have got a few quick

1 questions for you.

2 A. That's what the attorney says.

3 MR. McDONALD: They always say
4 that, huh.

5 MR. MARSHALL: I knew I would be
6 lumped into that.

7 BY MR. MARSHALL:

8 Q. I'm going to hand you a collection of
9 documents that we'll mark collectively as Number 15,
10 correct?

11 Okay. And, Mr. Bowyer, take a second to
12 look at those real quick and let me know once you
13 have looked at them, if it's correct or not that
14 those documents are business records that reflect the
15 existence of contracts between Daniel and Hystran or
16 Hoechst during the time period that Mr. Crawford was
17 employed at the facility.

18 A. I would say the first one is 1969. I think
19 I found the date of the second one. I believe it's
20 in the back. Oh, this is '66, so it's even earlier
21 than that one. And that's an exhibit. '73. It
22 covers at least some part of the time. I don't know
23 that it's all-inclusive.

24 Q. Okay. Fair enough. Is it your
25 understanding that --

1 A. Do you want to mark it?

2 Q. -- these contracts collectively are the
3 contracts that would have been running continuously,
4 one after the other, during the time period that
5 Mr. Crawford was employed at Hoechst?

6 MR. CHAPMAN: Object to form.

7 THE WITNESS: Well, I can't say
8 that. I mean, maybe if I read it in detail it
9 would say it continued. But generally, the way
10 the contracts work between Daniel's and Celanese
11 was they would issue a contract, and then they
12 would issue a new one, and the other one might
13 just be amended to extend the time frame of it or
14 something. I didn't look for when one ended and
15 the other one started. So, yes.

16 BY MR. MARSHALL:

17 Q. Okay. All right. So is it your
18 understanding that those are the contracts between
19 Daniel and Hystran and Hoechst that would have
20 applied to Mr. Crawford's employment?

21 A. Yes.

22 MR. CHAPMAN: Form.

23 BY MR. MARSHALL:

24 Q. Okay. Thank you.

25 Did you personally review those documents,

1 Mr. Bowyer?

2 A. Yes.

3 Q. Okay.

4 (Exhibit No. 15 was marked for
5 identification.)

6 Q. And is your understanding that those
7 documents -- is it your understanding that those
8 documents were created at or near the time of the
9 events by a person with knowledge?

10 MR. CHAPMAN: Object to form.

11 THE WITNESS: That knowledge of
12 people in both Daniels and Hoechst created those
13 documents, is what you're asking me?

14 BY MR. MARSHALL:

15 Q. Yes.

16 A. Yes.

17 Q. And is it your understanding that those
18 documents were kept in the regular course of
19 business?

20 A. Yes.

21 Q. Is there any reason for you to dispute the
22 trustworthiness of any of those documents?

23 A. No.

24 Q. Okay.

25 MR. CHAPMAN: Real quick, Barret,

1 on Exhibit 15, just looking through, there
2 appears to be some handwritten notes in here.

3 MR. MARSHALL: That may be the
4 case. Those are my copies.

5 MR. CHAPMAN: Okay.

6 MR. MARSHALL: We'll, obviously,
7 for purposes of trial, we'll use clean and
8 unmarked copies.

9 MR. CHAPMAN: I just want to make
10 sure these are your marks and not marks that were
11 made contemporaneous in the '60s and '70s.
12 They're in blue pen.

13 MR. McDONALD: It looks pretty
14 new.

15 MR. MARSHALL: So stipulated.

16 MR. CHAPMAN: Okay.

17 BY MR. MARSHALL:

18 Q. Okay. Mr. Bowyer, I'm handing you a stack
19 of documents that you have looked through before.
20 These are Workers' Compensation related documents,
21 and the question that I have for you is: Have you
22 personally reviewed those documents?

23 A. Yes, I have.

24 Q. Okay. And is it your understanding that
25 these documents are business records that reflect the

1 existence of Workers's Compensation injuries for the
2 time period that Mr. Crawford was employed at the
3 Hoechst facility?

4 MR. CHAPMAN: Objection; form.

5 THE WITNESS: Those are in here,
6 but there is also some that are -- cover the time
7 frame after that.

8 BY MR. MARSHALL:

9 Q. Right. Right.

10 A. But, yes.

11 Q. And is it your understanding that these
12 documents were created at or near the dates
13 identified in them by persons with knowledge?

14 A. Yes.

15 MR. CHAPMAN: Object to the form.

16 BY MR. MARSHALL:

17 Q. And is it your understanding that these
18 documents were kept in the regular course of
19 business?

20 A. Yes.

21 Q. And is there any reason for you to dispute
22 the trustworthiness of these documents?

23 A. No.

24 MR. MARSHALL: Okay. I will mark
25 those collectively as Exhibit Number 16 to the

1 deposition.

2 (Exhibit No. 16 was marked for
3 identification.)

4 BY MR. MARSHALL:

5 Q. For Exhibit Number 17, Mr. Bowyer, I am
6 going to hand you a stack of documents that are
7 collectively Daniel Construction Company Procedures
8 and Policies; is that accurate?

9 (Exhibit No. 17 was marked for
10 identification.)

11 A. Well, let me check the -- the first one
12 certainly is. The second one is. And the third one
13 is -- third one's a memo about asbestos insulation
14 removal and disposal authored by Daniel, internal
15 memo.

16 Q. Okay. Fair enough.

17 MR. McDONALD: What's the date on
18 that e-mail?

19 THE WITNESS: November 13, '78.

20 MR. McDONALD: Oh, yeah.

21 BY MR. MARSHALL:

22 Q. Okay. And these are documents that you
23 personally reviewed, correct?

24 A. Yes.

25 Q. And these documents, these Daniel

1 Construction Company documents reflecting policies
2 and procedures with regard to health and safety
3 practices, including asbestos --

4 A. Right.

5 Q. -- they would have been documents that
6 Daniel provided to Hoechst, correct?

7 A. We would have at least reviewed them; most
8 likely kept some in our possession.

9 Q. Right. And these procedures and policies
10 that are identified in these documents are procedures
11 and policies that Hoechst would have relied on
12 Daniel's to follow in the work that they were
13 performing at the Spartanburg facility, correct?

14 MR. CHAPMAN: Object to form.

15 THE WITNESS: Yes.

16 BY MR. MARSHALL:

17 Q. Okay. And is it your understanding that
18 Daniel had and implemented policies and procedures
19 similar to the ones that are identified and described
20 in those documents prior to new construction on the
21 Batch Poly line leading up to and through
22 construction on the Conti Poly lines, as described by
23 Mr. Crawford?

24 MR. CHAPMAN: Object to form.

25 THE WITNESS: My understanding is

1 they used the Association of General Contractors
2 Procedures prior to OSHA to pattern their
3 procedures, internal procedures, after. So the
4 answer is yes, but that's what they base their
5 procedures on.

6 BY MR. MARSHALL:

7 Q. Right. And is that one of the reasons that
8 Celanese, in fact, hired Daniel's to do this work at
9 the Spartanburg facility?

10 A. Well, it's because they had the expertise to
11 do the work. They knew how to do it. They had the
12 personnel to do it. And they did it safely.

13 MR. MARSHALL: Okay. Fair enough.
14 Thank you. Very much.

15 THE WITNESS: And this is an
16 exhibit?

17 MR. MARSHALL: Yes, that's
18 Number 17. That's all the questions I've got.

19 EXAMINATION

20 BY MR. McDONALD:

21 Q. Okay. I've got a few, Mr. Bowyer. Of
22 course I'm Mott McDonald on the video. I'm here for
23 Daniel.

24 You have been asked a lot of questions about
25 do you have a document for this or a document for

1 that, and I'm sitting here struck with: How many
2 years ago is 1970?

3 A. Forty-eight?

4 Q. Forty-eight years ago.

5 A. This is '18, isn't it?

6 Q. Right, right.

7 A. I actually got confused with that yesterday,
8 so I'm --

9 Q. Right. So we're trying to reconstruct
10 something that happened quite awhile ago, right?

11 A. Yes.

12 Q. I'm not sure if anybody ever walked through
13 your qualifications. Where did you go to school?

14 A. The University of Florida.

15 Q. Okay. And do you have a graduate degree
16 after Florida?

17 A. No.

18 Q. What was your undergraduate degree in?

19 A. Mechanical engineering.

20 Q. Okay. Then tell us your path to becoming a
21 Certified IH.

22 A. Well, I did maintenance, it was called
23 maintenance coordinator in a paper mill for maybe a
24 year where I worked with the production folks to
25 identify the maintenance needs and schedule the

1 maintenance workers to do that. And then after that,
2 I went into the project engineering department at the
3 paper company. This was in Brunswick, Georgia.

4 Q. Sure.

5 A. And stayed there in engineering until -- I
6 graduated in '69, stayed there until April of '73.

7 Q. Yeah.

8 A. And that's when I went to work at Fiber
9 Industries in Salisbury, North Carolina, which is a
10 Celanese plant. Worked in project engineering for
11 five years, and one of my last projects was working
12 with the environmental superintendent to register all
13 of the air emissions sources at the plant. And
14 either I did a great job or I did a really poor job
15 because I became the environmental engineer working
16 for the environmental superintendent.

17 And it was kind of like, you know, yeah, I
18 will do that for a couple of years. He said, well, I
19 want you to do industrial hygienist, whatever that
20 is. And two weeks after I went on that job as the --
21 it was called environmental control engineer, but
22 also included industrial hygiene, the North Carolina
23 OSHA health inspector showed up, and for the next
24 four weeks gave me on-the-job training for industrial
25 hygienist.

1 Q. Okay.

2 A. And I have taken many short courses and
3 attended conferences and things like that since then.
4 And in 1983, I got certified as industrial hygiene.

5 Shortly thereafter, I went to New York in
6 the corporate office as the corporate auditor for
7 industrial hygienist, and then nine months later went
8 to Charlotte as the manager of industrial hygiene for
9 the Fibers division, which included Spartanburg.

10 Q. Yeah.

11 A. Then I transferred to Spartanburg as the
12 manager of environmental safety and health.

13 Q. Okay.

14 A. Until I retired at the end of '01.

15 Q. And just so the jury understands, as an
16 industrial hygienist, it's their profession to
17 understand the hazards in plant environments and
18 protect plant personnel; is that fair?

19 A. Well, from exposure, yeah. Generally, they
20 don't get into hardhat safety, although I did get
21 into some of that. But a pure industrial hygienist
22 doesn't do lock-out/tag-out or anything like that.

23 Q. Right.

24 A. Dealing with chemical exposures, radiation,
25 noise, heat, cold, it runs the gamut, pretty much.

1 Q. Right. And for the last 27, 28 years, you
2 have lived right here in this Spartanburg community
3 where this plant is, right?

4 A. Yes, that's correct.

5 Q. Okay. And how many people did that plant
6 employ at its peak, would you say?

7 A. Probably over 2,000.

8 Q. Right. That's a big plant?

9 A. Yes, it is.

10 Q. Okay. Had its own medical department?

11 A. Yes, they did. At one time, before I got
12 transferred there, they had around-the-clock nurses.

13 Q. Right. And no question in your mind, as the
14 corporate representative of CNA, that the company
15 that employed Mr. Crawford took very seriously
16 protecting his health at that plant, right?

17 MR. CHAPMAN: Object to form.

18 THE WITNESS: Yes.

19 BY MR. McDONALD:

20 Q. Yep. And CNA, and the predecessor of CNA,
21 followed federal regulations, and any other
22 regulations, in protecting the employees at that
23 plant site; is that right?

24 MR. CHAPMAN: Object to form.

25 THE WITNESS: That's correct.

1 BY MR. McDONALD:

2 Q. Okay. Now, let's talk a little bit about
3 construction. Just so people understand, I'm here
4 for Daniel. We'll talk about maintenance separately.
5 But for construction, I believe that your predecessor
6 companies would hire some kind of design firm, like
7 Lockwood Greene or something like that, to put
8 together plans and specifications, right?

9 A. Correct.

10 Q. Right. And then when Daniel came in, their
11 job was to take those plans and specifications that
12 came from the engineer and build exactly what was
13 specified, right?

14 A. That's correct.

15 Q. Okay. Now, we talked a little bit about
16 separate areas and your experience in that. You said
17 you read Don Buck's deposition, right?

18 A. I read it.

19 Q. Right.

20 A. Yeah.

21 Q. And I think you and he said the same thing;
22 it's very important in operating a plant site to keep
23 construction separate from the operating plant; is
24 that fair?

25 A. Yes, it is.

1 MR. CHAPMAN: Object to form.

2 BY MR. McDONALD:

3 Q. And I would -- I want to see if you will
4 agree that there's several reasons for that. One is
5 they're very -- there can be very dangerous things on
6 a construction site; is that correct?

7 A. Yes, there can.

8 Q. Yeah. People can get electrocuted, things
9 can be dropped on them, et cetera, right?

10 A. Right.

11 Q. Right. And an important concern is you
12 don't want people in the operating plant wandering
13 into construction and somehow getting hurt, right?

14 A. That's correct.

15 Q. Okay. And the same thing happens over on
16 the operating plant; there are things going on there
17 that are dangerous that the construction people may
18 not be aware of, right?

19 A. They haven't been trained on that aspect of
20 the operation, that's correct.

21 Q. Right. And so you set the site up so that
22 the construction people are not wandering over into
23 operation and getting hurt, right?

24 A. Correct.

25 MR. CHAPMAN: Object to form.

1 BY MR. McDONALD:

2 Q. And there are other important reasons as
3 well. One would be, over in the operating plant, you
4 have got a process going on and you're trying to
5 produce a product, and you don't need dust, for
6 example, coming over from the construction area and
7 contaminating the product; is that correct?

8 A. And that's the reason for the isolation
9 requirement.

10 Q. Exactly.

11 MR. CHAPMAN: Object to the form.

12 BY MR. McDONALD:

13 Q. All right. And so in your experience, just
14 as Mr. Buck described, construction is always
15 isolated from operation, right?

16 A. That's correct.

17 MR. CHAPMAN: Object to form.

18 BY MR. McDONALD:

19 Q. Okay. And you were asked about
20 documentation in this particular case. And I'm going
21 to suggest to you that Mr. Crawford described a
22 separation between the operating plant and the
23 construction. Do you recall that in his deposition?

24 A. Yeah. And he also said something like
25 the -- if there was any debris from construction, it

1 fell straight down, there was no wind blowing, and so
2 it didn't come over into adjacent areas.

3 Q. Right. He described, actually described the
4 Conti Poly construction as being done in a separate
5 building --

6 A. Right.

7 Q. -- right?

8 And he said that, to the extent there was an
9 opening between the two, there was a plastic sheet up
10 to prevent any dust from moving through, right?

11 A. Right.

12 Q. Okay. Now, he also described a period of
13 time when he went to work, do you recall, for two or
14 three weeks during startup on Conti Poly?

15 A. 1.

16 Q. 1?

17 A. Yes.

18 Q. Yes. Okay.

19 A. CP1.

20 Q. Right. And you're familiar with startup
21 procedures when lines are started up, things like
22 that, right?

23 A. Yes.

24 Q. Okay. I'm going to suggest to you, is the
25 insulation work complete when the line is being

1 started up?

2 A. You know, they can't start it up until the
3 insulation is complete for a number of reasons. One
4 is heat loss and potential hazards to employees
5 working in the area. The other one is, if the
6 polymer is not kept hot, it will solidify in the
7 lines, and they've got to be taken apart to be
8 cleaned out.

9 Q. Right. Right. So when he's in there for
10 that two or three weeks, he's not around any
11 insulation work; is that fair?

12 MR. CHAPMAN: Object to form.

13 THE WITNESS: Yes.

14 BY MR. McDONALD:

15 Q. Okay. Now, I want to make sure the record's
16 clear about this, because sometimes we talked about
17 insulation, sometimes we talked about asbestos.
18 Okay? There are many types of insulation that do not
19 contain asbestos; is that fair?

20 A. That's correct.

21 Q. All right. So just saying, oh, I was around
22 insulation work does not mean you're exposed to
23 asbestos.

24 A. That's correct.

25 Q. Okay. And also, I think you will agree,

1 that about 1973, '72, '73, the major manufacturers of
2 Thermal System Insulation in the United States
3 stopped putting asbestos in their products, right?

4 A. That's correct.

5 Q. Okay. And so I'm pretty -- feel pretty
6 comfortable that the policy at the plant would have
7 been, once those products changed, if
8 asbestos-containing insulation was removed in a
9 repair or a shutdown or something like that, it would
10 be replaced with the new asbestos-free; is that
11 right?

12 A. That's correct.

13 MR. CHAPMAN: Object to form.

14 BY MR. McDONALD:

15 Q. Okay. All right. And I want to ask you a
16 little bit about maintenance work now. All right?
17 You have read Mr. Crawford's deposition, and I think
18 you said earlier, he didn't describe himself around
19 insulation being removed as a maintenance item.

20 A. I don't remember him doing that, no.

21 Q. Okay.

22 MR. CHAPMAN: Object to form.

23 BY MR. McDONALD:

24 Q. And I'm going to suggest to you, I would
25 describe him as an operator, I mean, he is operating

1 equipment inside the plant?

2 A. Yes, he is an -- he would be considered
3 operations and not maintenance or support or
4 anything.

5 Q. Right. And if equipment is -- I just want
6 you to tell me that, you know, what you know, but I'm
7 going to suggest to you that if a line is going to be
8 shut down in a situation where you're going to remove
9 insulation off the hot piping, okay, I would suggest
10 to you, you can't operate that line without that
11 insulation on it, right?

12 A. Correct.

13 Q. It's a burn hazard, right?

14 A. (Witness nodded head.)

15 Q. Okay. So the line has to be shut down, then
16 probably has to cool off, then you can remove the
17 insulation; is that correct?

18 A. Pretty much. I mean, they can work at some
19 elevated temperatures with removing insulation, but
20 it's got to be at a point where it's not going to
21 create a hazard --

22 Q. Right.

23 A. -- to the people doing that.

24 Q. The important thing, for my purpose, is the
25 line has to be shut down, right?

1 A. Yes.

2 Q. Yeah. And those operators, they're not
3 standing around with their hands on their hips just
4 watching the Daniel guys do work, are they?

5 A. No.

6 MR. CHAPMAN: Object to form.

7 BY MR. McDONALD:

8 Q. They're assigned somewhere else in the plant
9 to do work while that --

10 A. Yes.

11 Q. -- while that maintenance activity goes on?

12 A. Yes.

13 Q. Right. Okay. I'm going to ask you a -- you
14 both talked about the incident. I'm going to suggest
15 to you that it was at the Salisbury plant where a
16 Daniel worker was terminated --

17 A. Okay.

18 Q. -- for --

19 A. I don't recall that.

20 Q. Well, I'm going to test your memory, see if
21 I can jog your memory. That either in the late '70s,
22 maybe 1980, '81, a Daniel worker was terminated for
23 removing two feet of insulation at the Salisbury
24 plant without following the procedure. Does that
25 ring a bell?

1 A. Well, I mean, I remember the incident, the
2 documentation related to the incident, and that some,
3 I think somehow the millwrights got antsy and wanted
4 to hurry, kind of pressured him to do it and -- but I
5 still don't remember where it is.

6 Q. Okay.

7 A. But, yeah, I remember the documentation on
8 that incident.

9 Q. Right. And that tells us something about
10 equipment safety, right?

11 A. Right.

12 MR. CHAPMAN: Object to form.

13 BY MR. McDONALD:

14 Q. Okay. In fact, you worked, over your
15 career, with Daniel at certain Fiber sites for many,
16 many, many years, right?

17 A. Yes, I did.

18 Q. All right. And you're convinced Daniel was
19 a company that was truly committed to safety, right?

20 MR. CHAPMAN: Object to form.

21 THE WITNESS: Yes.

22 BY MR. McDONALD:

23 Q. Okay. You were shown a lot of abatement
24 records and that kind of thing. In part, if
25 insulation that contained asbestos was removed in the

1 1990s, that's an indication that it was never
2 disturbed, right?

3 A. That's correct.

4 MR. CHAPMAN: Object to form.

5 BY MR. McDONALD:

6 Q. Yeah.

7 A. Because if it was disturbed, we would have
8 put back non-asbestos insulation.

9 But I want to go back to the point of, we
10 could have put back non-asbestos insulation, but if
11 it wasn't documented or sampled, as far as we were
12 concerned when we handled it, it was asbestos.

13 Q. Right. Okay. And then I'm going to show
14 you one more document. You guys have marked some
15 contracts, and I'm going to mark this. I'm going to
16 cross the camera here for one second.

17 (Exhibit No. 18 was marked for
18 identification.)

19 Q. All right. Now, this is Exhibit 18. This
20 is a Maintenance Contract.

21 A. Yeah, I may have seen one of these or more.

22 Q. Okay.

23 A. All right.

24 Q. And I just have one question for you on
25 that. Is that the first Maintenance Contract that

1 you're aware of at the site?

2 MR. CHAPMAN: Object to form.

3 THE WITNESS: I really don't
4 remember what the first one was.

5 BY MR. McDONALD:

6 Q. Okay.

7 A. This may have been the first one I have
8 seen.

9 Q. Yeah.

10 A. There could have been an earlier one, and,
11 again, I have seen so many documents, I can't --

12 Q. Okay.

13 A. -- tell you which one was the first.

14 MR. McDONALD: Okay. Okay.

15 That's all I've got.

16 EXAMINATION

17 BY MR. CHAPMAN:

18 Q. Okay. I have a few follow-ups.

19 First, your counsel handed you Exhibit 17,
20 which I believe, and we can look at it if you would,
21 like, Safety Procedures, Daniel.

22 A. Right.

23 Q. And then you were asked if Celanese had
24 similar safety procedures to that.

25 A. Right.

1 Q. Do you recall that?

2 I understand what you're saying now, and I
3 understood your testimony earlier; we don't know what
4 those safety procedures actually were because they've
5 been revised and there's no way to find the original?

6 MR. MARSHALL: Object to form.

7 THE WITNESS: Yeah, that's
8 correct.

9 BY MR. CHAPMAN:

10 Q. All right. Mr. McDonald was asking you
11 about your history and your qualifications, and you
12 were a CIH for a long period of time.

13 A. From 1983 until I probably retired my
14 certification in maybe '15, '14 or '15, something
15 like that.

16 Q. All right. So you were first certified in
17 '83?

18 A. That's correct.

19 Q. And the time period we're dealing with here
20 is '70 to '74, right?

21 A. Yes.

22 Q. So you were not an industrial hygienist in
23 the '70s?

24 A. No, I was not.

25 Q. And you were not an industrial hygienist at

1 the Spartanburg facility in the '70s?

2 A. No.

3 Q. All right. Or in the '80s?

4 A. No.

5 Q. All right. You were asked by Mr. McDonald
6 also about TSI, Thermal Systems Insulation, going
7 asbestos-free in 1973-ish. And in review of
8 Mr. Buck's deposition, do you recall where Mr. Buck
9 said something to the effect of, prior to 1973, the
10 TSI would have been asbestos-containing?

11 A. I don't remember those exact words but it
12 wouldn't surprise me.

13 Q. Does that -- does that comport with your
14 understanding of Thermal Systems Insulation?

15 A. Excuse me. I don't remember the exact time,
16 but somewhere around '73 was when it became
17 asbestos-free.

18 Q. Okay. So everything up to that point would
19 have been?

20 A. No.

21 MR. McDONALD: Object to the form.

22 THE WITNESS: There are other
23 types of insulation that would have not contained
24 asbestos.

25

1 BY MR. CHAPMAN:

2 Q. So -- okay. Let me specify. High-heat
3 steam piping up to 1973?

4 A. Well, I mean, I believe Rockwool was a
5 suitable -- excuse me -- alternative to the
6 asbestos-containing insulation. I can't identify
7 where we did or didn't use each of those. It's
8 likely that Kaylo, sodium silicate, calcium silicate,
9 prior to '73, could have contained asbestos.

10 Q. Well, prior to that point, it did contain
11 asbestos; calcium silicate?

12 A. I can't attest that all calcium silicate
13 did, but some did.

14 Q. If you were presented with information that
15 calcium silicate, generally, prior to -- I can't
16 remember when in 1972, but 1972 contained asbestos,
17 would that surprise your?

18 A. I agree with the term "generally."

19 Q. Okay. And if you were presented with
20 evidence that all calcium silicate prior to 1972
21 contained asbestos, would that surprise you?

22 A. It wouldn't surprise me, but I don't know
23 that.

24 Q. All right. And the Thermal System
25 Insulation for high heat up to 1973, the standard was

1 asbestos, either, whether it be amosite or calcium
2 silicate or some other form?

3 A. Or Rockwool or whatever, yes.

4 Q. And I'm asking you specifically about
5 asbestos-containing, not necessarily Rockwool.

6 A. Okay. I thought -- maybe I misunderstood
7 your question. I thought you asked me that
8 insulation for high temperature would be asbestos
9 containing.

10 Q. Yes.

11 A. Well, it could have been Rockwool.

12 Q. Okay.

13 A. That was why I answered that way.

14 Q. Understood. Okay. So you're not saying
15 it's non-asbestos containing Rockwool?

16 MR. MARSHALL: Objection; form.

17 THE WITNESS: Yeah, I'm not saying
18 that calcium silicate didn't contain asbestos.

19 BY MR. CHAPMAN:

20 Q. Got it. On the same page.

21 MR. MARSHALL: Really?

22 MR. CHAPMAN: Okay. So that's all
23 I have. I have not received those documents yet.
24 So if you want to take a break and maybe we
25 can make a call.

1 MR. MARSHALL: Yeah, let's take a
2 break, let me see -- so for everybody on the
3 phone, we may have some further questions,
4 pending plaintiffs' counsel's review of certain
5 documents. So don't go anywhere. Give us at
6 least ten minutes or until we check back in.

7 MR. CHAPMAN: Yeah.

8 THE VIDEOGRAPHER: Off the record
9 at 14:50..

10 (A recess was taken.)

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24 [The remainder of this page is intentionally left
25 blank to maintain the integrity of the page and line

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numbers.]

1 STATE OF SOUTH CAROLINA

2 COUNTY OF GREENVILLE

3 REPORTER'S CERTIFICATE

4 I, Rebecca L. Arrison, a Notary Public in and for
5 the State of South Carolina, do hereby certify that
6 there came before me on the 27th day of June, 2018,
7 the person hereinbefore named, who was by me duly
8 sworn to testify to the truth and nothing but the
9 truth of his knowledge concerning the matters in
10 controversy in this cause; that the witness was there
11 upon examined under oath, the examination reduced to
12 typewriting under my direction, and the deposition is
13 a true record of the testimony given by the witness.

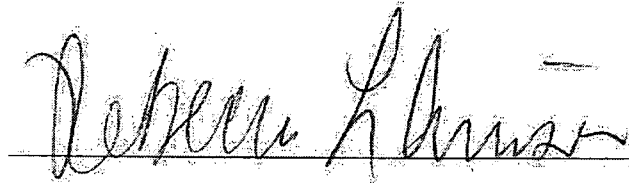
14 I further certify that I am neither attorney or
15 counsel for, nor related to or employed by, any
16 attorney or counsel employed by the parties hereto or
17 financially interested in the action.

18 IN WITNESS WHEREOF, I have hereto set my hand,
19 this 29th day of June, 2018.

20

21

22



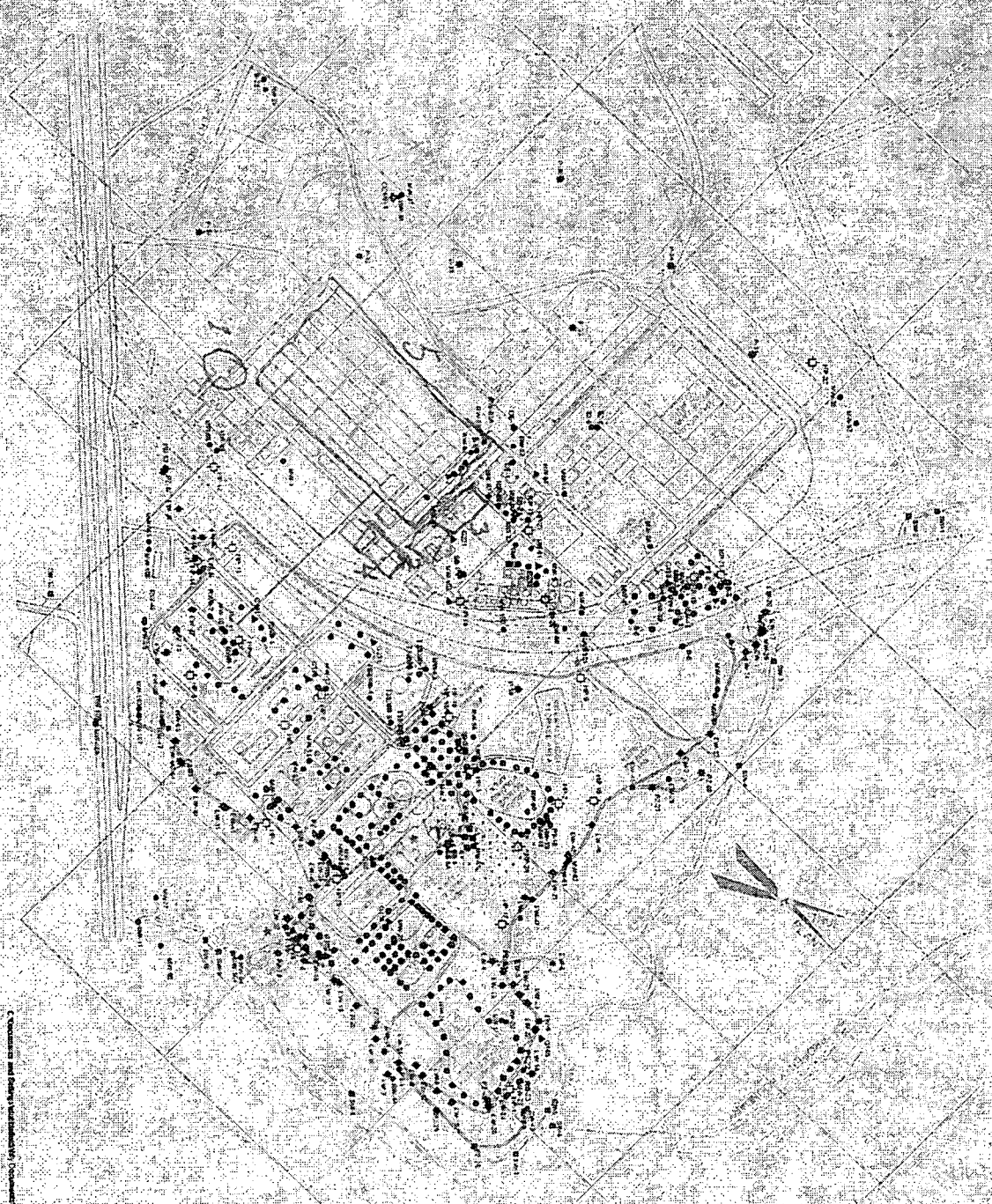
23

Rebecca L. Arrison, Notary Public

24

My Commission Expires: 3/28/2027.

25



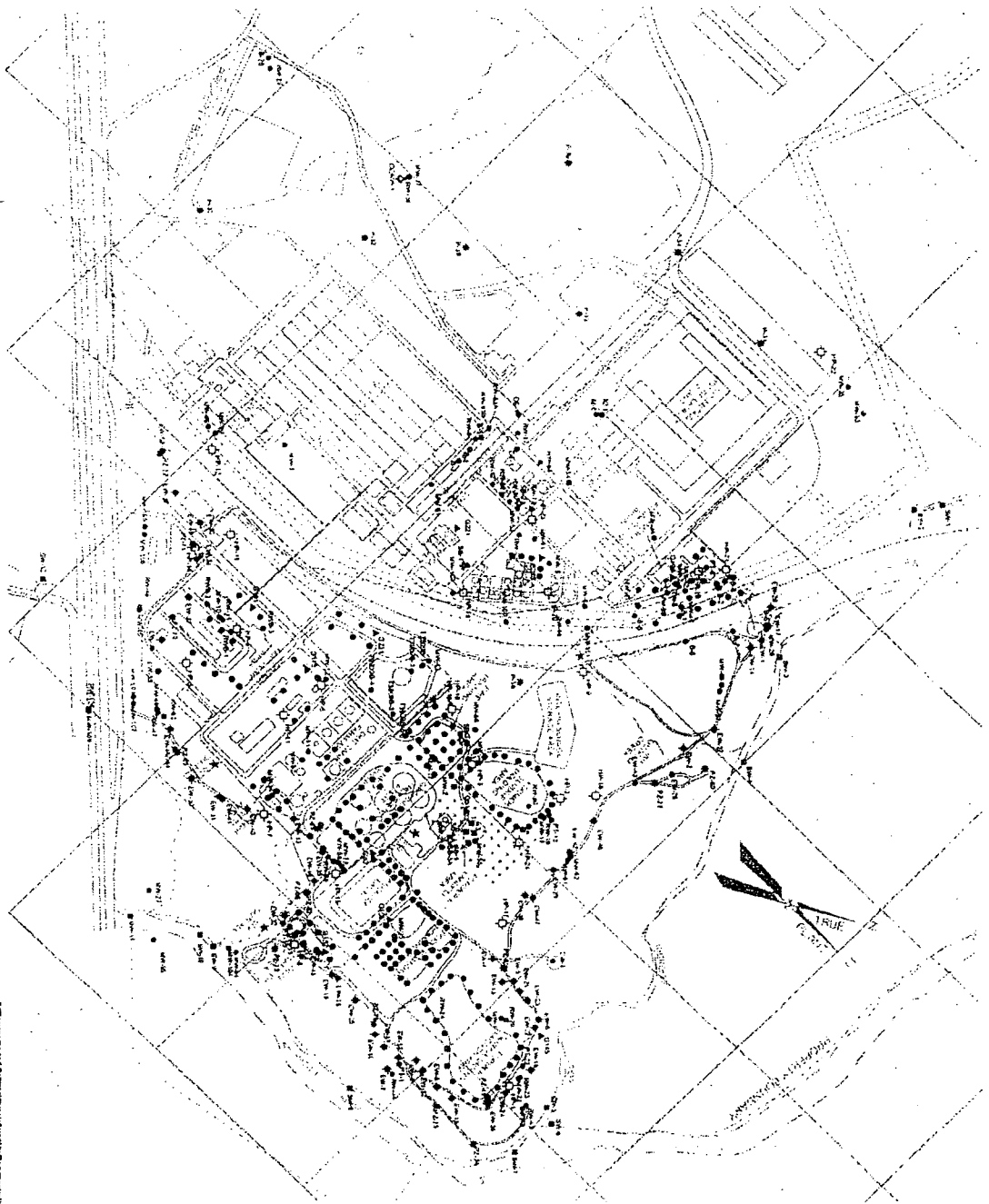
- LEGEND**
- SPLITTING WALL LOCATION (CONCRETE)
 - AIR-CONDITIONING WALL LOCATION (CONCRETE)
 - FLOOR OPENING LOCATION
 - FLOOR SLAB
 - SPLITTING WALL LOCATION (CONCRETE)
 - SOIL GAS SAMPLING LOCATION
 - SOIL GAS MONITOR LOCATION
 - MONITORING LOCATION
 - VENT PILLAR

DRAWING NOT TO SCALE

Copyright © 2015 by [unreadable] Corporation, All Rights Reserved. 1/27/15 12:28 PM

PLAINTIFF'S EXHIBIT
 NO. 822.1

EXHIBIT
 4 Chinese
 6-27-15
 3242

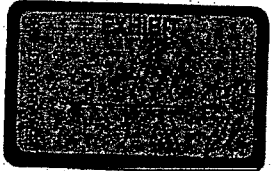


- LEGEND**
- MONITORING WELL LOCATION (GARHOLD LTD)
 - MONITORING WELL LOCATION (DCCS)
 - ◆ EXTRACTION WELL LOCATION
 - ✱ PIEZOMETER
 - ② SURFACE WATER SAMPLE LOCATION
 - ⊙ SOIL GAS STATION LOCATION
 - ▲ SOIL GAS SAMPLE LOCATION
 - ⊙ SOIL BORING LOCATION
 - ◇ HAND AUGER LOCATION
 - ✱ ELECTROMAGNETIC (EM) BARNET
 - TEST PIT LOCATION

DRAWING NOT TO SCALE

Comments and drawings created by Environmental Services Corporation, 11/20/11 12:29:19 PM, 1/2/2018

PLAINTIFF'S
EXHIBIT
NO. 872-2



N. 7. Information on asbestos

This information is based on 1995 Plant Survey for the Spartanburg site.

Area: Plant location
 L/F: Linear feet - pipe insulation only
 Sq.Ft.: Square feet - ducts-air handlers, vessels, etc.
 % Asbestos: Percentage of all insulation in that area that contains any asbestos
 (asbestos may be a portion of the insulation and/or the A cloth covering)

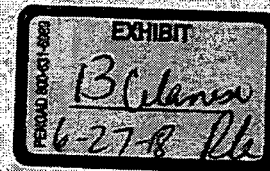
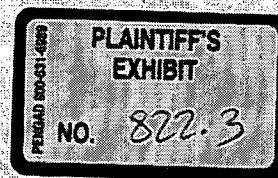
AREA	L/F	SQ. FT.	% ASBESTOS
Staple A	7,000	48,850	75%
Staple B	0	0	0%
Tech Services	5,204	21,706	50%
Batch Poly	17,353	12,763	60%
Chip House	15		5%
Conu Poly	77,749	24,130	CP 1/2 90%
			CP 3/4 50%
			CP 5/6 20% (cloth only)
SSPC *3		2,000	5% (cloth only)
MG	1,693	1,381	20%
Lower Shops	780		20%
Tank Farm	2,550	1,620	20%
Filament Bldg.	2,000	11,912	60%
Transit Wall Board *1		18,665	60%
Boiler House	2,400	4,924	20%
Outside Lines	25,687		80%
Old DMT Area *2	9,262	80	20%
TOTAL	37,349	146,031	Estimate 50%

The best current estimate is that 50% of the plant insulation contains some asbestos. This can be a portion of the insulation itself and/or the A cloth used on fittings and vessels.

The current plan is to abate asbestos when maintenance or project work requires insulation removal. If any asbestos becomes exposed it is either removed or encapsulated to standards.

An on site Contractor is responsible for handling all asbestos related work. The contractor, HCC maintenance supervision, and ESHA personnel closely monitor the contractor to ensure full compliance with all industry requirements.

- *1 Used in shops and hallways - Filament, Spunbond, Mono, shops.
- *2 Old DMT pipe racks and pelletizing building
- *3 A cloth only - crystallizes, thermoscrews, 90 degree elbows.



ASBESTOS.DOC

CRAWFORD 018973

3244

Construction Progress Reports Attached

Subcontractors/Vendors - Hoechst Spartanburg Jobsite
November 1971 through January 1975

EXHIBIT (A)
21
2-7-10
PERC 800-631-6888

Company	Description of Work
Acoustic	Inverter floor
Air Balance	
Babb Paint	Painting
F.A. Bailey	A/C Duct
Bridges Welding	
Campbell Tile	
Carolina Fence	
Carolina Paint	
C.L. Cannon	Roofing
Covil Insulation	
Delay Roofing	
Ellenburg Const	
Everhart Steel	
Fisher Scientific	Lab equipment
Fiske Carter	Prefab building
Freeman Mechanical	Exhaust ducts
G & M (G-M Mechanical)	A/C Ducts (cart storage)
Gamewell Mech	A/C Duct
Gilmore Const	Concrete curb
Greenville Erectors	Install lockers and chip silos
Grinnell	Sprinkler system
Hines Construction	
Huskey Construction	Building
Industrial Paint	
Ingersoll-Rand	Compressor
Instel	Breaker testing
Kalman Floor	
Lloyd's	Painting
Marley Company	Fire-Proofing
Overhead Door	
P.A.C.E. Inc	Cooling Tower
Piedmont Builders	Erecting building
Pittsburg Glass	
Precision Bearing	Sheet-Metal
Process A/C	A/C Ducts
Ramseur a/k/a Stewart & Ramseur	Roofing
Robertshaw	Roofing
Siding Inc.	
Southern Contractors	Steel erection, install stairs
Southern Insulation	A/C Insulation
Southern Elevator	
Tezza Tile	

EXHIBIT
822.4

Doc # 393208

3245
SMITH 1000156

Company	Description of Work
Thermo-Kinetics	Air Washers
TMR	A/C Duct
Tomlinson Engineers	Ceiling
Trane	Chillers

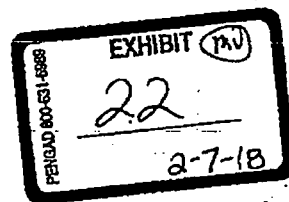
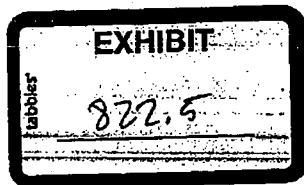
Doc # 593208

3246
SMITH000157

FIBER INDUSTRIES, INC.
Charlotte, North Carolina

COST PLUS FIXED FEE CONSTRUCTION CONTRACT

CONTRACTOR: DANIEL CONSTRUCTION COMPANY, INCORPORATED
JOB AND SITE: SYNTHETIC FIBER PLANT
SALISBURY, NORTH CAROLINA
CONTRACT DATE: May 3, 1965



EXECUTED ORIGINAL
LAW DEPARTMENT COPY

FIBER INDUSTRIES, INC.

COST PLUS FIXED FEE CONSTRUCTION CONTRACT

Contract made the 3rd day of May, 1965 by and between DANIEL CONSTRUCTION COMPANY, INCORPORATED, a South Carolina Corporation of Greenville, South Carolina hereinafter called the Contractor, and FIBER INDUSTRIES, INC., a Delaware Corporation with an office at Charlotte, North Carolina hereinafter called the Company. The Contractor and the Company mutually agree as follows:

SCOPE OF WORK

The work shall consist of the construction for the Company of a synthetic fiber plant in the vicinity of Salisbury, North Carolina of an annual production capacity of 15 million pounds of high tenacity polyester filament yarn and 32 million pounds of polyester staple fiber as described generally in cost estimates dated December 18, 1964 and March 12, 1965 furnished by Company. For this project, the Company has retained Lockwood Greene Engineers, Inc., Spartanburg, South Carolina, to do that part of the work consisting of design and engineering and to prepare plans, specifications and drawings. The Contractor, under the direction of the Company, shall perform all the work shown on or reasonably implied by the plans, specifications and drawings, and by written instructions and directions which are furnished by the Company. The Contractor's work shall include the furnishing of personnel, labor, materials, construction equipment, tools, supplies and services necessary to satisfactorily perform the construction work, except such parts of said work as Company shall perform or have performed by others. The Contractor is to purchase such materials and to prepare such working drawings as may be requested or authorized by the Company from time to time, except as otherwise provided herein. The Company will provide scheduling and planning of the work and inspection thereof

to assure satisfactory progress, quality and compliance of the work with Company's requirements. Contractor will cooperate fully with the Company and other contractors in coordinating and performing the various phases of the work. The work shall be done in accordance with the General Conditions set forth herein.

As directed by the Company, the Contractor shall furnish schedules, charts, reports and other data which will keep the Company fully informed of the progress of the work, conditions at the site, current and total construction costs, labor status, and such other data as may be requested by the Company or is customarily prepared for recording construction and installation progress.

Contractor shall unload at the job site all rail and truck deliveries of materials and equipment intended for the work whether or not furnished by the Company. The Contractor shall use designated routes and places for hauling, unloading and storing materials and they shall at all times be unloaded promptly to keep tracks as clear as possible and to avoid demurrage charges.

The work under Company's letter of intent dated July 7, 1964 was begun in December, 1964. A portion of the facilities shall be made available late in early 1965, with the greater portion to be made available by December 31, 1965 and all the work shall be completed as provided in Article 9 of the General Conditions.

COST PLUS FIXED FEE CONSTRUCTION CONTRACT

GENERAL CONDITIONS

ARTICLE I. AUTHORITY OF COMPANY ENGINEER. The Company shall provide a competent engineer, hereinafter designated as Company Engineer, who shall have authority to direct all phases of the work and to approve all authorized costs except as otherwise provided herein. The Company Engineer shall have authority to reject work and material which does not conform to the contract. He shall also have authority to stop the work whenever such stoppage may, in his opinion, be necessary to insure the proper execution of the contract.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS. (a) Any work mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall examine the specifications and drawings and check all dimensions and notify the Company Engineer of any discrepancies between the specifications and drawings, and any deficiencies, omissions, or errors therein before any work is done in accordance therewith.

(b) The Contractor shall be solely responsible for correct interpretation and use of all sizes and dimensions.

ARTICLE 3. PROCUREMENT OF MATERIALS. Unless otherwise specified by the Company Engineer in writing, all purchasing shall be accomplished by purchase order, and the Contractor shall submit all purchase orders to the Company Engineer for his prior approval except that any field purchase order not exceeding \$300 in value may be issued by Contractor without prior approval of the Company Engineer.

ARTICLE 4. QUALITY. Unless otherwise provided in the specifications, all materials and equipment shall be new. Workmanship and materials shall be of the best quality, and all fabrications shall be done in a good and workmanlike manner and in accordance with the best shop practices. The Contractor shall, if required, furnish satisfactory evidence of the kind and quality of materials purchased by the Contractor. The Contractor shall not substitute materials for those specified without the Company Engineer's prior written approval.

ARTICLE 5. COOPERATION. The Contractor shall perform the work so as to maintain plant traffic and manufacturing operations as nearly normal as possible, and shall not interfere therewith without receipt of written authority from the Company Engineer. The Contractor shall assist in keeping clear the walks, roadways, railroad sidings, all passageways, working space and storage areas adjacent to the zone of operations. The Contractor shall cooperate with and shall not in any way interfere with other contractors, their employees and agents.

ARTICLE 6. UNDERSTANDING OF THE CONTRACTOR. The Contractor understands the nature and location and scope of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work, and is not relying on any representations or promises of the Company except those contained in this contract. The Contractor understands that from time to time the Company may require the Contractor to turn over to the Company for acceptance portions of the work when they are designated by the Company Engineer as being completed.

ARTICLE 7. SUPERVISION AND LABOR. (a) The Contractor shall provide a competent superintendent, satisfactory to the Company, authorized to act for

the Contractor. The Contractor shall promptly remove from the work and the Company's premises any superintendent whose work is not satisfactory to the Company, and any other employee of the Contractor whose work is not satisfactory to the Company Engineer. The superintendent shall not be changed except with the consent of the Company, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

(b) The Contractor's superintendent or a competent assistant superintendent shall be on the premises at all times during working hours and in responsible charge of the work on behalf of the Contractor. The Contractor's executive officers shall give the work such personal supervision as may be necessary in the opinion of the Company.

(c) All labor shall be performed in a thorough and workmanlike manner in strict accordance with this contract. The Contractor shall enforce strict discipline and good order among the Contractor's employees. The Contractor shall exercise the necessary supervision and control to prevent the Contractor's employees from violating any of the plant rules and regulations.

ARTICLE 8. CHANGES IN THE WORK. Upon written order of the Company, the work may be altered, increased or decreased.

ARTICLE 9. COMPLETION OF WORK. It is understood that time is of the essence and that, subject to the directions of the Company Engineer, the Contractor shall complete all authorized work in a minimum of time consistent with good construction practices under the existing conditions or circumstances.

ARTICLE 10. COST OF WORK. The Company will pay the Contractor for actual costs necessarily and reasonably incurred for the proper performance of

the work, such costs to include the following items:

(a) Wages and salaries of Contractor's employees performing authorized work at the job site and for such part of their time as they are engaged in authorized work elsewhere. All wage and salary classifications and rates and any other compensatory agreements covering employees, and the methods of calculation thereof, must have the Company Engineer's written approval before the Contractor makes commitments relating thereto. The Contractor shall make no changes in any labor contracts or employment agreements relating to the work without the Company Engineer's prior written approval. No work for which a premium rate is paid shall be performed without the prior approval of the Company Engineer.

(b) Cost of necessary materials, tools, supplies, fuel, freight charges, and services. Cost of construction of temporary structures and facilities at the job site and the maintenance thereof, provided the Company Engineer's prior written approval was obtained for their installation.

(c) Traveling expenses directly chargeable to the work, provided the Company Engineer's prior approval was obtained, air travel to be limited to economy class accommodations when available.

(d) Actual initial moving expenses to and final moving expenses from the job site of the Contractor's key personnel necessary for prosecuting the work, provided the Company Engineer's prior approval was obtained. Such initial moving expense of any employee is not to exceed the amount which would be incurred by his moving from the Contractor's main office to the job site and the total moving expense for any employee is not to exceed twice such initial expense without Company's prior approval.

(e) Reasonable rentals on construction equipment, tools, warehouses, and offices, whether rented from the Contractor or others, in accordance with written rental agreements which must have the prior written approval of the Company Engineer; transportation of construction equipment, costs of loading, unloading, installation, dismantling, and removal, as provided in the rental agreements. Rental rates shall not be higher than those generally prevailing in the area of the job site and in no event shall such rental rates exceed 75% of the rates as set forth in the Schedule appearing in the then-current edition of the Associated Equipment Dealers' Book. Repair and replacement costs shall be excluded from the rental agreements and shall only be authorized as cost of work when they are minor, do not constitute a major overhauling, do not add materially to the life of the equipment, and have received the prior written approval of the Company Engineer.

(f) Social Security and employment taxes and contributions applicable to the wages and salaries of the Contractor's employees performing authorized work under this contract and all sales, excise, or other taxes paid by the Contractor on materials, equipment, supplies, and services chargeable to the contract.

(g) The cost of all subcontracts which have the prior written approval of the Company Engineer.

(h) Cost of necessary licenses, permit fees, and bonds required by the contract or by law, and cost of insurance policies made reimbursable by the contract.

(i) Royalties, damages for patent infringement, and costs of defending suits therefor arising out of the use of inventions required by the Company or designated in the plans or specifications, subject to Article 26.

(j) The cost of reconstructing any work destroyed or damaged, not covered by insurance, and not caused by failure on the part of any officers or members of

the Contractor's firm, or of its other representatives having supervision or direction of the work in whole or in part, to exercise good faith or the standard of care which is normally exercised in the conduct of the business of a contractor; but expenditures under this paragraph must have the prior written approval of the Company.

ARTICLE 11. ITEMS NOT COST OF WORK. (a) The Contractor will not be paid for expenses of operating the Contractor's main or regular branch offices, for interest on capital employed or on money borrowed, or for overhead or general expenses of any kind incurred at the Contractor's main or regular branch offices, including salaries of officers, owners, or partners of the Contractor.

(b) The Contractor will not be paid for any illness or vacation pay for any of the Contractor's employees, except with the approval of the Company Engineer.

ARTICLE 12. CONTRACTOR'S FEE. (a) The Contractor will be paid a fee of Four Hundred Seventy Thousand Dollars (\$470,000) as complete compensation for services in performing the contract in its entirety including administration, home and branch office overhead, salaries and profit.

(b) If a change by the Company as provided in Article 8 substantially alters the scope of the work, the Contractor's fee will be adjusted for work added or omitted by any amount to be mutually agreed upon.

ARTICLE 13. PAYMENT. (a) The Contractor shall submit weekly a statement of costs incurred and paid during the preceding week detailed as required by and with such proof of the correctness thereof as is satisfactory to the Company. The Company will promptly check the statement, and upon approval the Company will pay the Contractor the approved amount.

(b) The Contractor's fee will be paid upon the satisfactory completion of the work after final acceptance in writing by the Company. Payment of the fee shall be made to the Contractor within thirty (30) days thereafter.

(c) When the work is completed, the Contractor shall apply to the Company Engineer for final acceptance and payment and furnish in form approved by the Company a certificate that the Contractor has paid in full all bills and claims arising under the contract, except those listed therein and agreed to by the Company, and that the Contractor has paid in full for all labor and materials for which a lien could be filed. The certificate shall include a release by the Contractor of all claims against the Company, its officers and employees, arising out of this contract, except such claims as may be excepted therefrom by the Contractor and agreed to by the Company, and except claims of third persons as may be unknown to the Contractor. In the event any liens for labor or materials have been filed against the Company's premises, or notices thereof given to the Company, the Contractor shall furnish in favor of the Company a complete release of the same from the lienors or at the option of the Contractor a bond in a reputable insurance company sufficient to cover the alleged amount due. Also, if required by the Company, the Contractor shall furnish lien waivers or releases from all subcontractors and others who furnished labor or material towards the performance of the work, or receipts in full in lieu thereof.

(d) No certificate or approval given nor payment made to the Contractor under this contract, nor partial nor entire acceptance, use, or occupancy of the work by the Company shall constitute acceptance of work not in compliance with the contract.

(e) Final acceptance and payment shall constitute a release and waiver of all claims by the Company except those arising from unsettled liens, from defec-

tive work appearing within two years after final payment, or from failure to comply with the specifications.

ARTICLE 14. DISCOUNTS, REBATES, REFUNDS. All discounts, rebates, and refunds shall accrue to the Company and the Contractor shall take the necessary steps to secure them.

ARTICLE 15. RECORDS, ACCOUNTING, INSPECTION. The Contractor shall keep full and detailed records and accounts in a manner approved by the Company. The Contractor shall afford the Company's authorized personnel and independent auditors, if any, full access to the work and to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and other documents, relating to work under this contract, and the Contractor shall preserve all such records for three (3) years after final payment.

ARTICLE 16. DISPOSAL OF SURPLUS MATERIALS. All sales of surplus materials, equipment, supplies, and scrap must have the prior written approval of the Company Engineer. All returns from such sales shall belong to the Company.

ARTICLE 17. CONTINUANCE OF WORK. In case of any dispute, the Contractor shall continue to prosecute the work pending determination thereof, unless requested by the Company Engineer to suspend work.

ARTICLE 18. PROTECTION OF WORK AND PROPERTY. The Contractor shall protect all materials, equipment, and completed and partially completed work from loss and damage, including theft and damage by weather and, if necessary, shall provide suitable housing therefor, and shall correct any damage or disfigurement to contiguous work or property resulting from the work.

ARTICLE 19. INSPECTION. The Contractor shall at all times provide the

Company complete opportunity and facilities for the inspection of the work done by the Contractor, and also of materials and equipment during the course of fabrication by the Contractor's suppliers, and the Contractor shall abide by inspection procedures and requirements established by the Company.

ARTICLE 20. SAFETY REQUIREMENTS AND EQUIPMENT. The Contractor shall take all necessary precautions to keep the premises free of safety hazards and shall comply with all applicable provisions of law and building codes relating to injury to persons and property on or about the premises where the work is being performed. The Contractor shall prevent all agents, employees, licensees and invitees of the Contractor from smoking on the Company's premises and from operating or using any flame, spark, or explosion hazard-producing device anywhere upon such premises without the written approval of the Company Engineer. No cutting of any structural member of any part of the existing building which might weaken same in any way shall be done without the written approval of the Company Engineer. The Contractor shall observe the safety practices listed in the "Manual of Accident Prevention in Construction", prepared by the Associated General Contractors of America, and shall adhere to the accident and fire-prevention regulations of the plant concerned.

ARTICLE 21. SUBCONTRACTING AND ASSIGNMENT. This contract may not be assigned or encumbered nor may the Contractor subcontract the work in whole or in part, unless written permission is first obtained from the Company, but the Company may assign this contract to any of its parent, subsidiary, or affiliated corporations or to the transferee of the whole or any part of the Company's business. The Company shall have the right to direct the Contractor to subcontract such portions of the work as it may deem advisable. The Contractor shall be as fully responsible to the Company for the acts, omissions, materials, and workmanship of subcontractors and their employees as for the acts, omissions, materials,

and workmanship of the Contractor. The Contractor will bind every subcontractor by written contract to observe all the terms of this contract to the extent that they may be applicable to such subcontractors.

ARTICLE 22. COMPANY'S DRAWINGS. All plans, drawings, prints, and specifications, and all copies thereof supplied to the Contractor shall be the property of the Company. Contractor will not copy or reproduce them or use them or permit them to be used on other work and shall return all copies to the Company upon completion of the work, including erroneous, superseded and discarded copies.

ARTICLE 23. CLEAN UP OF COMPANY'S PREMISES. The Contractor shall keep the Company's premises clean in a thorough and workmanlike manner, to the satisfaction of the Company Engineer during the progress of the work.

ARTICLE 24. TITLE TO MATERIALS AND EQUIPMENT. The Company shall have title to all work completed or in the course of construction or installation, and shall also have title to all construction materials, equipment, tools, and supplies, the cost of which is chargeable to the work, and title to the same shall pass to the Company simultaneously with the passage of title from the vendors thereof to the Contractor.

ARTICLE 25. LIENS. The Contractor shall keep the Company's properties free and clear from all liens and charges arising out of the work, including materialmen's, laborers', and mechanics' liens, and shall give the Company prompt written notice of actual and prospective claims of any such liens or charges known to the Contractor.

ARTICLE 26. PATENTS. The Contractor shall defend all suits or claims for infringement of any alleged patent rights arising under this contract, and shall

indemnify the Company from loss on account thereof and pay any judgments awarded thereunder, including attorneys' fees, except that the Company shall be responsible for all such loss and shall indemnify the Contractor therefor when a particular process or the product of a particular manufacturer is specified in plans, specifications, or drawings furnished by Company Engineer. If the Contractor has information that any process or product specified may be an infringement of a patent, the Contractor shall be responsible for such loss unless he promptly gives such information to the Company Engineer. The Contractor hereby grants to the Company a non-exclusive, royalty-free license under patents now or hereafter owned by the Contractor covering any machines, apparatus, processes, articles, or products employed or produced in the execution of the work.

ARTICLE 27. CONFIDENTIAL INFORMATION AND INVENTIONS. Contractor agrees to hold in confidence and not to disclose to any person, for any reason or at any time any secret or confidential information relating to the Company's processes, products, compositions, machinery, apparatus or trade secrets or those of any affiliated corporation or any other confidential information given to the Contractor by any of the Company's officers, employees, or representatives or obtained by the Contractor during the term of or as a result of this contract. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes. Provided, however, that any technical information which was lawfully in the Contractor's possession prior to such disclosures to the Contractor by the Company or any of its subsidiaries or which is or shall lawfully be published or become part of general knowledge from sources other than the Company or its subsidiaries or which otherwise shall lawfully become available to the Contractor from a source other than the Company or its subsidiaries, shall not be subject to these provisions. Contractor agrees that all

the foregoing stipulations shall apply to such work as well as to any information and ideas originated or developed by Contractor in performing such services. Such information may, of course, be disclosed to the proper officers or employees of Contractor's company, if necessary to perform the work. Contractor shall, however, inform each of its employees who receive such information of these restrictions and the Contractor shall make every reasonable effort to see that its employees conform with such restrictions, obtaining from them if necessary, agreements satisfactory to the Company, effectuating the purpose of this paragraph. Contractor agrees that Contractor will not make any commercial use whatsoever of said information.

Contractor shall communicate to Company at once, and require Contractor's employees assigned to this project to communicate to Company all inventions and improvements which any of Contractor's employees, either alone or in conjunction with any of Company's employees may conceive, make or discover during the course of or as a result of work on this project under this or any ensuing agreement with Company that relate to the processes, products, machinery or plants of the Company, or relating in any way to any of the operations in which the Company, or any subsidiary or affiliated corporation has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the Company without any obligation on its part to make any payment therefor, in addition to any sums which the Company may be obligated to pay to the Contractor as compensation for services rendered by the Contractor under agreement with the Company. Contractor shall require its employees to execute patent applications and assignments thereof to the Company, or its nominees, and powers of attorney relating thereto for any country the Company may designate, and shall take all other actions as the Company may request to maintain and protect such inventions

and improvements. Company shall pay all costs or charges incurred in protecting such inventions and improvements if the Company desires to protect them. Before assigning any of the Contractor's employees to work under any agreement with the Company concerning this project, the Contractor shall obtain from them agreements satisfactory to the Company effectuating the purpose of this paragraph.

ARTICLE 28. INDEMNITY. The Contractor hereby releases and discharges the Company for, and hereby assumes the risk of, loss or of damage to property of the Contractor. The Contractor shall indemnify against and save the Company harmless from all losses and all liability, expenses, and other detriments of every nature and description (including attorneys' fees), to which the Company may be subjected by reason of any act or omission of the Contractor or of any of the Contractor's subcontractors, employees, agents, invitees, or licensees, where such loss, liability, expense, or other detriment arises out of or in connection with the performance of work under this contract, including but not limited to personal injury and loss of or damage to property of the Company or others.

ARTICLE 29. COMPLIANCE WITH LAWS. The Contractor shall give all notices required by and comply with all Federal, State and Local laws, ordinances, rules and regulations relating to the work, and shall secure, at the Company Engineer's request, documents evidencing compliance therewith, and the Contractor shall secure and deliver to the Company Engineer all necessary permits and licenses required thereunder. If the drawings or specifications are at variance therewith, the Contractor shall promptly notify the Company Engineer in writing.

ARTICLE 30. FORCE MAJEURE. Both parties shall be absolved from liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party claiming suspension and which such party could not, by

reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on. The provisions of this paragraph shall not be available to either party which fails to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing parties.

ARTICLE 31. TERMINATION. (a) Should conditions arise which, in the Company's opinion, make it advisable or necessary to discontinue work under the contract, the Company may terminate this contract in whole or in part without fault of the Contractor by giving seven days' written notice to the Contractor specifying the date and the extent to which the contract is terminated. Upon any such termination, the Company shall take possession of the premises and of all or any part of the materials and equipment delivered or en route to the site. The Contractor will be paid all unpaid authorized costs of work properly incurred plus the earned fee. Earned fee shall be computed by applying the percentage of job completion at the date of termination to the total fee provided for in Article 12. The percentage of job completion shall be agreed upon in writing by the Contractor and the Company Engineer. Such payments shall be made within thirty (30) days after receipt of Contractor's statement as provided in Article 13, and such statement shall include the earned fee computed as above provided.

(b) If the Contractor should fail to prosecute the work with reasonable promptness and diligence, or fail to make prompt payment to subcontractors or for material or labor, or should fail or refuse to supply sufficient skilled workmen

or materials of the proper quality, or should become insolvent or be unable to pay its debts as they mature, or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the whole or any substantial part of the Contractor's property, or if the Contractor should become in any way the subject of a bankruptcy petition, or if the Contractor defaults in the performance of any material provision of the contract, the Company may exercise any one or more of the following rights:

(1) Make an equitable deduction from any sums due the Contractor to compensate the Company for the default, recover from the Contractor either the estimated or the actual cost to the Company of correcting the default, and recover from the Contractor all other damages sustained by the Company as a result of any of the Contractor's defaults not covered by the foregoing.

(2) The Company shall be under no obligation to make any payment to the Contractor so long as the Contractor is in default under this or any other contract with the Company.

(3) The Company may terminate the contract by giving at least seven (7) days' written notice to the Contractor specifying the default and the effective date of termination and, without prejudice to other rights or remedies of either party provided by law or by this contract, may take possession of the premises and of all or any part of the materials or equipment delivered or in transit to the site and finish the work by whatever method it may deem expedient.

(4) On receipt of notice of termination the Contractor shall, unless otherwise directed by the Company Engineer, immediately discontinue the work and shall, if requested by the Company Engineer, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to

the Company and shall thereafter do only such work as may be necessary to preserve and protect work completed or in progress and to protect material, plant, and equipment at the job site or in transit,

(5) If requested by the Company Engineer, the Contractor shall assign to the Company any or all contracts or options made by the Contractor in performance of the work and shall execute and deliver all such papers and take such steps as the Company may request for the purpose of vesting in the Company all rights, privileges, and benefits therein.

(6) In the event of termination under this Article 31(b); the Contractor shall be paid for unpaid authorized costs of work prior to termination and all reasonable costs incurred at the Company's request after termination, subject to approval in the manner specified in this contract. The Contractor shall also be paid the balance of earned fee less ten (10%) percent. Earned fee shall be computed by applying the percentage of job completion at the date of termination to the total fee provided for in Article 12. The percentage of job completion shall be determined by the Company Engineer.

ARTICLE 32. RENTAL EQUIPMENT. (a) During the progress of the work, the Contractor shall not remove any items of rental equipment from the work without the approval of the Company Engineer. When items are no longer needed in the work, the Contractor shall promptly request the Company Engineer's permission to remove them, and shall do so when and as directed by the Company Engineer.

(b) In the event the contract is terminated for default of the Contractor, the Contractor shall assign to the Company at its option all existing leases of rental equipment belonging to others, and the Company shall have the right to retain all equipment at that time being rented from the Contractor, upon existing

terms and conditions as governed by Article 10(e) hereof, for a period not exceeding the time utilized by the Company in completing the work.

ARTICLE 33. NOTICES. All notices hereunder shall be deemed to be made properly if sent by registered mail to the Contractor at P. O. Box 2286, Greenville, South Carolina, and to the Company at P. O. Box 10038, Charlotte, North Carolina. The address may be changed by either party by similar notice. Notice so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the other party's superintendent or engineer, as appropriate.

ARTICLE 34. INSURANCE. (a) The Contractor shall comply with the insurance obligations set forth in Schedule 1, entitled, "Insurance to be Carried by Contractor", attached hereto and incorporated in the contract.

(b) The Company shall comply with the insurance obligations set forth in Schedule 2 entitled, "Insurance to be Carried by Company", attached hereto and incorporated in the contract.

ARTICLE 35. MISCELLANEOUS PROVISIONS. (a) This contract constitutes the entire agreement between the Contractor and the Company relating to the work. There are no previous or contemporary representations or warranties of the Company or the Contractor not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this contract or of any terms thereof shall be binding on the Company unless in writing and executed by an officer or employee of the Company specifically authorized to do so.

(c) No waiver of any provision of or a default under this contract shall affect the right of the Company thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

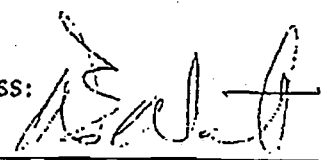
(d) No modification, waiver, termination, discharge or cancellation of this contract or any term thereof shall impair the Company's rights with respect to any liabilities, whether or not liquidated, of the Contractor to the Company theretofore accrued.

(e) All rights and remedies of the Company specified in this contract are in addition to the Company's other rights and remedies.

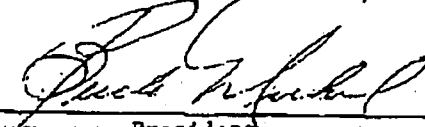
(f) The Contractor shall remain an independent Contractor and shall have no power, nor shall the Contractor represent that the Contractor has any power to bind the Company or to assume or to create any obligation express or implied on behalf of the Company.

(g) The Contractor shall not without the Company's written consent publicize or disclose to any person for any reason any cost information related to work under this contract, including the contract price, estimated costs, reimbursable costs, or actual costs.

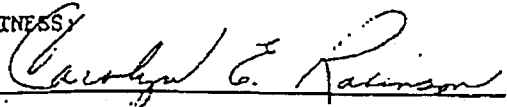
IN WITNESS WHEREOF, the Contractor and the Company have caused this contract to be executed as of the day and year first above written.

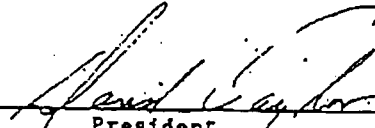
WITNESS: 

DANIEL CONSTRUCTION COMPANY, INCORPORATED

By:  3 May 65
President

FIBER INDUSTRIES, INC.

WITNESS: 

By: 
President

SCHEDULE 1

INSURANCE TO BE CARRIED BY CONTRACTOR

The Contractor shall obtain, pay for and keep in force the following insurance effective in all localities where the Contractor may perform any work hereunder, with such carrier or carriers as shall be acceptable to the Company. Prior to starting work hereunder, the Contractor shall deliver to the Company Engineer one (1) copy of policies and certificates in triplicate evidencing that such insurance is in effect and providing that the insurer will give the Company at least ten (10) days' written notice of any material change in or cancellation of such insurance. Contractor agrees to obtain from its subcontractors and to keep in force adequate insurance for the work performed by such subcontractors.

CONTRACTOR'S INSURANCE

- (a) Workmen's Compensation (including coverage for occupational diseases) or equivalent required by law and in any event covering all of the Contractor's employees who may be engaged directly or indirectly in any work hereunder. (Certificates indicating coverage for a limited time only shall not be compliance herewith.)
- (b) Employer's Liability (excluding coverage for occupational diseases), \$250,000 for the injury or death of any one employee with a limit of \$500,000 each accident and Employer's Liability for occupational diseases \$250,000 for each employee and \$500,000 aggregate.
- (c) Manufacturer's or Contractor's Liability, \$500,000 for the injury or death of any one person or \$1,000,000 each occurrence, and property damage liability for third parties with a limit of \$500,000 each accident and \$1,000,000 aggregate operations.

- (d) Comprehensive Automobile Liability covering owned, non-owned and hired vehicles of Contractor with bodily injury limits for an injury or death of any one person \$500,000, for the injury or death of more than one person \$1,000,000 each occurrence, and property damage of \$500,000 in each accident.
- (e) If the Contractor employs any subcontractor, Contractor shall, in addition to the insurance referred to above, carry Contractor's Contingent (Protective) Bodily Injury and Property Damage Liability insurance with injury limits of \$500,000 per person and \$1,000,000 per occurrence, and Property Damage Liability in the amount of \$500,000 each accident and \$1,000,000 aggregate operations.

Costs of the foregoing insurance coverage shall constitute a reimbursable cost but reimbursement shall be restricted to those mentioned therein and shall exclude coverage for other liability including Products and Completed Operations liability.

If any policy of insurance or any term or condition thereof shall not be satisfactory to the Company, the Contractor shall make all reasonable efforts to secure insurance satisfactory to the Company. Nothing herein shall be construed to authorize the Contractor to secure policies of insurance not specified above.

The Contractor shall give prompt notice to the Company of all personal injuries, and of all losses of or damages to property arising out of work under this contract or for which a claim might be made against the Company and shall promptly report to the Company all such claims of which the Contractor has notice, whether relating to matters, insured or uninsured. No settlement or payment of any claim for loss, injury or damage or other matter as to which the Company may be charged with obligation to make any payment or reimbursement shall be made by the

Contractor without the written approval of the Company.

The Workmen's Compensation policy and each certificate of insurance thereof delivered by the Contractor shall contain the following endorsement: "All rights of subrogation under this contract are hereby waived by the insurer with respect to claims against Nylon Industries, Inc. and/or any of its subsidiary or affiliated companies or corporations." The foregoing shall be obtained by the Contractor without charge to the Company.

In reduction of any liability to the Contractor, the Company shall be entitled to the benefit of any insurance of the Contractor covering the loss in question and to any payments made or to be made by or on behalf of insurers to the Contractor, whether absolute or in the form of advances, loans or otherwise, except to the extent that the rights of the Contractor under such insurance would be thereby impaired.

SCHEDULE 2

INSURANCE TO BE CARRIED BY COMPANY

The Company shall place and maintain in force with responsible insurance carriers, fire and extended coverage insurance covering the Company's property and all risk property damage insurance subject to normal exclusions to be found in so-called "all risk" policies insuring the work and the Company's property other than the work. The Company shall furnish the Contractor with certificates in triplicate evidencing that such insurance is in effect, and providing that the insurer will give the Contractor at least ten (10) days' written notice of any material change or cancellation of such insurance. The Company agrees that each certificate of insurance delivered by it hereunder shall contain the following endorsement:

"All rights of subrogation under this contract are hereby waived by the insurer with respect to claims against Daniel Construction Company, Incorporated, its agents, servants, employees, officers, representatives, subcontractors, or any and all others doing work for Daniel Construction Company, Incorporated in connection with this contract."

Rubins

COST-PLUS-FIXED-FEE CONSTRUCTION CONTRACT
EXPAND FIBERS PLANT AT SPARTANBURG, SOUTH CAROLINA

FOR

HYSTRON FIBERS INCORPORATED

THIS AGREEMENT, effective August 9, 1968, between

HYSTRON FIBERS INCORPORATED

hereinafter called "Owner", a Delaware Corporation, having an office at New York, New York, and

DANIEL CONSTRUCTION COMPANY

hereinafter called "Contractor", a South Carolina Corporation having its executive offices at Greenville, South Carolina,

WITNESSETH:

WHEREAS, Owner intends to expand its fibers manufacturing plant at Spartanburg, South Carolina, and Contractor has agreed to undertake the construction of such plant for Owner, and

WHEREAS, Owner has contracted with Hercules Incorporated, hereinafter called "Hercules", of Wilmington, Delaware, to furnish certain engineering services in connection with such construction, including supervision of construction work and the administration of this Contract,

NOW, THEREFORE, Owner and Contractor mutually agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents include this Agreement, together with the drawings, specifications, and instructions to be furnished by Owner as the work progresses, and the following exhibits throughout which the word "Hercules", wherever it appears, shall be interpreted to mean "Owner":

Exhibit A: Small Tools

Exhibit B: Consumable Supplies

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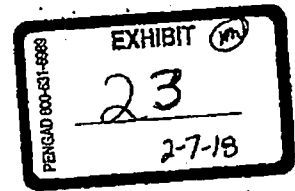
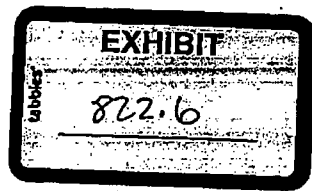


Exhibit C: Contractor's Field Procedures affecting Reimbursement Under Cost-Plus-Fixed-Fee Construction Contracts

Exhibit D: Release of Liens

Exhibit E: Individual Non-Disclosure Agreement

ARTICLE 2. SCOPE OF THE WORK

The work hereunder shall be performed at Owner's plant site at Spartanburg, South Carolina, and comprises the construction by Contractor of an addition to its Fibers Manufacturing Plant in accordance with drawings and specifications furnished by Owner. The work includes the construction of incidental related facilities for storage, material handling, utilities, and services. The construction work includes the usual and necessary operations encountered in the construction of foundations; construction of masonry structures; the installation of production, processing, and storage equipment, complete with connections for operation and control, and incidental related work.

ARTICLE 3. OBLIGATIONS OF CONTRACTOR

3.1 Without limiting the generality of Contractor's obligation to perform all work and to do everything necessary for the diligent prosecution and satisfactory completion of the work in conformity with all requirements of the Contract Documents, Contractor shall:

3.1.1 Act as an independent general contractor, furnishing efficient business administration, and supervising all work, including that of subcontractors, if any.

3.1.2 Supply at the proper time and place all persons necessary and of whatever skill required for the complete and efficient performance of the work called for in the Contract Documents.

3.1.3 Supply all construction supplies, tools, equipment and services required for the performance of the work.

3.1.4 Procure and arrange for delivery to the site, all of the equipment, materials, supplies, tools, apparatus, and appurtenances which are to be furnished by Contractor for the work.

3.1.5 Unload all construction supplies, tools, equipment and services required for the work.

3.1.6 Unload, store on the worksite, and protect from the elements as necessary, all the materials furnished by Owner for installation hereunder by Contractor.

3.1.7 Provide all temporary facilities and services necessary for the prosecution of the work including, but not limited to, compressed air, fuels, utilities, transportation, and all other necessary utilities and conveniences.

3.1.8 Enforce strict discipline and good order among its employees and subcontractors and seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

3.1.9 Perform, or cause to be performed, all field construction work in a good and workmanlike manner.

3.1.10 Give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work.

ARTICLE 4. SITE OBLIGATIONS OF OWNER

In addition to all other obligations assumed hereunder by Owner, Owner will provide, at no cost to Contractor, the construction site and all building permits required by governmental authorities in connection with the work hereunder.

ARTICLE 5. MATERIALS AND SERVICES

5.1 Contractor, using its best efforts to obtain the lowest price for materials of acceptable quality and subject to Owner's prior written approval for every purchase order exceeding \$500.00, shall procure and furnish materials as described below, in addition to any material supplied by Contractor under other provisions of this Agreement.

5.1.1 Carbon steel piping materials in sizes 1 inch and smaller.

5.1.2 Lumber and millwork.

5.1.3 Concrete and masonry materials, grout, and mortar, reinforcement, embedded items, and forms.

5.1.4 Rough hardware, anchors, and fasteners required in addition to any such items supplied by Owner.

5.1.5 Scaffolding.

5.1.6 Small tools and consumable supplies as necessary.

5.1.7 Other materials if requested or approved by Owner.

5.2 It is understood that Owner at its expense will furnish for the work all process equipment, process piping materials, major electrical items, and instruments as necessary for the work in addition to the materials which Contractor shall provide, and that Contractor shall receive and incorporate such Owner-furnished materials into the work.

5.3 All materials and equipment furnished by Owner will be received on the plant site by Owner. Contractor shall unload, store, protect, and/or transport such materials and equipment as requested.

ARTICLE 6. LABOR

6.1 Contractor shall supply all labor of whatsoever kind needed or required for performance of the work hereunder.

6.2 Contractor, immediately following execution of this Agreement, shall furnish to Owner an organization chart showing Contractor's key personnel assigned to the work, and the rates of salaries and wages to be paid for all job classifications which will be used in performance of the work. No changes shall be made in such rates without the prior approval of Owner.

6.3 Contractor shall comply with the provisions of all reporting, social security and unemployment insurance laws, Federal and state, as may be now or hereafter in force and applying to the work, and Contractor assumes exclusive responsibility for the preparation and filing of required reports and will hold Owner and Hercules harmless from any penalties imposed on Owner, Hercules, and/or Contractor resulting from Contractor's failure to comply with such laws.

ARTICLE 7. REIMBURSEMENT

7.1 Owner, at the times and in the manner hereinafter specified, shall reimburse Contractor for costs actually incurred in the performance of the work, as such costs are hereinafter defined.

7.2 Reimbursable costs. The costs for which Contractor shall be reimbursed are as follows:

7.2.1 labor and supervision. Reimbursement for labor and supervision, in accordance with the approved organization chart, shall be as follows:

(a) Construction labor, consisting of direct charges for wages and salaries of Contractor's employees directly engaged in work at the construction site.

(b) Field office labor, consisting of wages and salaries of Contractor's employees engaged full time in work under this Contract at Contractor's field office at the construction site.

It is understood that no charge shall be made for supervision by, or expenses of Contractor's officers, executives, or other employees or Contractor's off-job office force, except as hereinafter provided.

7.2.2 Payroll expenses. Contractor shall be reimbursed for all payroll taxes imposed upon and paid by Contractor and all other actual costs applicable to and based upon payroll's and employment as provided above.

7.2.3 Transportation costs, travel and subsistence expenses. Contractor shall be reimbursed for transportation costs and travel and subsistence expenses as follows:

(a) For moving key personnel once to and from the job site, provided, however, that the individuals whose transportation costs and travel expenses are covered hereunder shall be only such key personnel as are designated by Contractor on the approved organization chart.

(b) For office and general management employees from Contractor's general offices to the extent necessary for the proper and expeditious performance of the work and as approved by Owner.

(c) For subsistence expenses of certain specific personnel of Contractor's organization as are employed at the job site, provided, however, that the individuals whose subsistence expenses are covered hereunder shall be only such personnel as are designated by Contractor on the approved organization chart. Subsistence expenses shall be based upon reasonable allowances mutually agreed upon by Owner and Contractor.

7.2.4 Insurance. Contractor shall be reimbursed for the cost of insurance carried in accordance with the provisions of the article entitled "Insurance".

7.2.5 Construction equipment.

7.2.5.1 Contractor-owned rental equipment. All expenses incurred hereunder shall be subject to the prior approval of Owner. Construction equipment shall be in good operating condition when delivered to the job site, and returned in the same condition, less ordinary wear and tear. Contractor shall be reimbursed for furnishing all construction equipment necessary for the work at 75 percent of the current rental rates published by Associated Equipment Distributors (AED). Equipment furnished by Contractor hereunder shall be subject to the following conditions:

(a) In the event an item of equipment is not listed by AED or the AED rate is excessive in proportion to the cost, or both, the rate shall be determined on a proportionate basis to be in line with other rentals.

(b) Rental periods shall begin when equipment arrives at the job and shall end when Contractor's General Superintendent and Owner declare the equipment to be surplus, with the following exceptions:

(b-1) Down time for minor repairs shall be adjusted by Contractor and Owner.

(b-2) Down time for major repairs shall be for Contractor's account.

(c) Contractor shall be reimbursed for actual costs incurred for minor repairs, which include maintenance and replacement of minor components including contacts, plugs, rotors, brushes, bearings, bolts, caps, wires, bulbs, connectors, lenses, axles, piston rings, injection nozzles, gears, valve grinding kits, head gaskets, excavator points and blades, point and blade build-up, and serviceable tires damaged by extreme job conditions. Contractor shall not be reimbursed for major repairs, which include replacement of major components such as generators, distributors, transmissions; engine assemblies, and components of same; such as pistons, crank shafts, wheels and so forth.

(d) All field repairs shall be done in accordance with AED procedures. In the event Contractor elects to perform such minor or major repairs at a location off the job site, the transportation costs of replacement equipment shall be borne by Contractor.

(e) Contractor shall be reimbursed for costs actually incurred in transporting construction equipment to and from the work site. Such transportation shall be f.o.b. the nearest Contractor warehouse and shall not exceed at any time a distance greater than from Contractor's central shops and warehouses, Greenville, South Carolina to the job site. If any item is shipped to a new job site, such shipping costs shall be borne by Contractor.

(f) Contractor shall be reimbursed for costs incurred in loading, unloading, dismantling, and assembling equipment at both shipping point and job site.

(g) Contractor-owned equipment placed on the project will not be subject to purchase by Owner.

7.2.5.2 Third Party Rentals. In the event Owner approves or requires the rental of construction equipment from third party, Contractor shall be reimbursed for all its costs incurred incident to such rental.

7.2.5.3 Purchased Construction Equipment. Contractor shall be reimbursed for the purchase cost, including delivery to the construction site, of construction equipment purchased with the prior written approval of Owner; construction equipment so obtained shall become Owner's property.

7.2.6 Small tool costs. Contractor shall be reimbursed for the costs incurred in the purchase of small tools, as listed in Exhibit A. All small tools shall be for ownership of Owner.

7.2.7 Consumable supplies costs. Contractor shall be reimbursed for costs incurred for the purchase of all consumable supplies, as listed in Exhibit B, necessary for performance of the work. On completion of the work, all inventories of consumable supplies shall be turned over to Owner.

7.2.8 Subcontract costs. Contractor shall be reimbursed for the amounts paid to subcontractors, provided the subcontractor has been selected with Owner's approval, in accordance with the article entitled "Work by Separate Contract".

7.2.9 Incidental expenses. Contractor shall be reimbursed for all expenses incurred at the construction site in the performance of the work, including telephone, telegraph, stationery, permits, licenses, bonds, expediting, temporary installations and facilities and incidental related items.

7.2.10 Materials. Contractor shall be reimbursed for actual costs incurred for acquisition and delivery to the construction site of materials furnished in accordance with the provisions of the article entitled "Materials and Services". Such materials shall become the property of Owner upon delivery to the construction site. Owner shall have the right to witness the receipt of all materials.

7.2.11 Work in Contractor's shops. In the event Owner requires and authorizes specific work (e.g. sprinkler piping, duct fabrication) to be performed in Contractor's shops, Contractor shall be reimbursed the full amount of its costs directly incurred in the performance of such work in the shops, plus an allowance equal to 15 percent of such amount to include and cover all indirect costs incident to such performance. Direct costs are understood to consist of the costs of materials, labor, payroll taxes and insurance.

7.2.12 Shop fabrication drawings. In the event Owner requires and authorizes Contractor to prepare shop fabrication drawings at its off-site offices, Contractor shall be reimbursed in an amount equal to twice the payroll rates for the detail men so assigned, such amount to include all other costs incident to such preparation.

7.2.13 Other costs shall not be reimbursed unless Contractor, in writing, has requested and received Owner's approval prior to the incurring of such other costs. Such requests shall specify with particularity the nature of such proposed other costs. Owner shall have the right in its absolute discretion to grant or withhold such approval.

7.3 Credits. Contractor shall credit the job costs with the following items:

7.3.1 Discounts earned by Contractor through prompt payments. Contractor shall use its best efforts to obtain all possible trade and time discounts on bills for materials furnished and to pay such bills within the highest discount periods applicable.

7.3.2 Deposit refunds for returnable reels, containers, and other items of like nature, to the extent that such deposits can be recovered.

7.3.3 Rebates, discounts, and commissions allowed to, or collected by Contractor from suppliers of materials, together with all other refunds, returns, or credits received from return of materials, or on-bond premiums, insurance, or otherwise.

7.4 Accounts shall be kept in a manner to be agreed upon by Contractor and Owner. Accounts shall be organized so as to provide the cost segregation required by Owner, who will advise Contractor as to the segregation desired.

7.5 Reimbursement requests. Contractor shall submit reimbursement requests at least once each month for expenditures made during the preceding period. Separate requests shall be submitted for:

Construction labor and related payroll expenses.

Field office labor and related payroll expenses.

Purchased materials, including related taxes and shipping costs, if any.

Subcontracts.

All requests shall be substantiated by proof of payment in a form satisfactory to Owner. Amounts included on each request shall be detailed to indicate cost distribution according to the account segregation required by Owner.

7.6 Purchase order. Upon award of the Contract, Owner will issue a purchase order against which all reimbursement requests will be processed by Owner for payment.

7.7 Payment. Owner shall reimburse Contractor for all items for which Contractor is entitled to reimbursement under the provisions of this Agreement within fifteen days after receipt by Owner of reimbursement requests in proper form and properly substantiated.

7.8 Auditing. Owner shall be permitted at all reasonable times to inspect all of Contractor's accounting records pertaining to costs for which reimbursement is made.

7.9 Field procedures. In submitting required data, Contractor shall be guided by the instruction entitled "Contractor's Field Procedures Affecting Reimbursement Under Cost-Plus-Fixed-Fee Construction Contracts" (Exhibit C) which, however, shall be superseded by the provisions of this Agreement in the event of any conflict between the two.

ARTICLE 8. CONTRACTOR'S FIXED FEE

8.1 In addition to the other payments called for by this Agreement, Contractor shall receive as a Fixed Fee for the performance of the work called for by it hereunder the sum of Fifty Thousand Dollars (\$50,000). It is specifically understood that such Fixed Fee shall be paid to and accepted by Contractor as full compensation for all its services of whatever kind and nature rendered hereunder by Contractor. Such Fixed Fee is based upon reimbursement under Article 7 hereof in the gross amount of \$1,000,000. as estimated by Owner. It is understood and agreed that such Fixed Fee shall not be subject to adjustment unless (1) the total amount finally reimbursed is less than \$850,000., in which event the Fixed Fee shall be reduced by a sum equal to 5 percent of the differences between \$850,000. and the amount finally reimbursed or (2) the total amount finally reimbursed is more than \$1,150,000., in which event the Fixed Fee shall be increased by a sum equal to 5 percent of the difference between \$1,150,000. and the amount finally reimbursed. The total amount of the Fixed Fee shall become due on completion and acceptance of the work and be paid within 15 days of receipt by Owner of Contractor's invoice covering such Fixed Fee, subject to all applicable provisions of the Contract.

8.2 In the event of termination of this Agreement in accordance with the article entitled "Diligent Prosecution of the Work" and upon receipt of complete release of liens in accordance with the article entitled "Liens", Contractor shall be paid that portion of the whole Fixed Fee equal to the percentage of the entire work then accomplished. Such payment shall be in full and complete discharge of Owner's fee obligations to Contractor.

ARTICLE 9. WORK BY SEPARATE CONTRACT

9.1 Owner shall have the right to let other contracts related to the project of which this Contract forms a part. In such event, Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

9.2 Contractor may, with the approval of Owner, or shall, at the direction of Owner, subcontract work to be performed hereunder, provided the terms and conditions of such subcontracts and the subcontractors have been approved in advance by Owner. Contractor shall not permit the assignment of any subcontract except with the prior written approval of Owner.

ARTICLE 10. DILIGENT PROSECUTION OF THE WORK

10.1 Should Contractor fail, refuse, or be unable, by reason of events beyond its control, to prosecute the work with reasonable diligence, Owner may terminate this Agreement. In such event, Owner shall make payment to Contractor in accordance with the provisions of the article entitled "Contractor's Fixed Fee".

10.2 Owner may, at any time and at its absolute discretion, terminate this Agreement, and shall make payment to Contractor in accordance with the article entitled "Contractor's Fixed Fee".

10.3 Termination in accordance with the above shall not relieve Contractor of its obligations with respect to work performed prior to termination, nor shall termination relieve Owner of its obligations of reimbursement then accrued.

ARTICLE 11. INSPECTION AND WORKMANSHIP

11.1 All work hereunder shall be subject to inspection by Owner at all times and shall be subject to final inspection and approval by Owner before acceptance. Contractor shall permit such inspections and shall assist Owner in any way Owner may request in connection with inspection of the work and shall provide safe and proper facilities therefor. The work performed by Contractor hereunder shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, and in conformity with the best standard practices, unless other practices are required by Owner. Contractor, upon request of Owner, shall produce all records showing quality or quantity of materials furnished by it.

11.2 Contractor shall not be responsible for defective materials supplied by Owner but shall be obliged to notify Owner of any defect in said materials which is reasonably discernible, and shall not, without written permission of Owner, incorporate said defective materials into the work.

ARTICLE 12. INSURANCE

During the performance of the Work hereunder, Contractor and Owner shall carry such insurance as agreed upon prior to start of the work at the plant site. The party carrying the insurance shall furnish the other party satisfactory evidence that the agreed upon coverage is in effect.

ARTICLE 13. COMPLIANCE WITH APPLICABLE LAWS

Contractor, in the performance of the work hereunder, shall abide by and obey all applicable federal, state, and local laws, regulations, orders and ordinances including, but not limited to, all applicable labor laws, and shall without reimbursement indemnify and save Owner and Hercules harmless from any and all liability and claims arising from failure to comply with such laws, regulations, orders, and ordinances.

ARTICLE 14. PATENT INDEMNIFICATION

Contractor shall indemnify and save Owner and Hercules harmless from all claims arising from any patent infringements or alleged patent infringements pertaining to work performed by Contractor hereunder (excepting materials or methods which Owner directs Contractor to supply or utilize) including but not limited to the use of tools, implements or processes by Contractor in the performance of the work. Owner shall indemnify and save Contractor harmless from all claims arising from any patent infringements or alleged patent infringements pertaining to the design, construction, or operating process of the work performed hereunder in accordance with drawings, specifications and instructions issued by Owner.

ARTICLE 15. CONFIDENTIAL INFORMATION

Contractor agrees that all drawings, plans, designs, technical information and data, received by it from Owner or Hercules under this Contract shall be accepted and treated as confidential and secret information and that Contractor will not use or disclose any such drawings, plans, designs, technical information and data in any manner except to the extent that such use or disclosure may be required for the performance of the work under this Contract. Contractor agrees to include in its subcontracts or to otherwise obtain from its subcontractors similar agreements protecting Owner against unauthorized use or disclosure. Notwithstanding the generality of the foregoing conditions, Contractor shall be entitled to disclose any matter as aforesaid to such of the employees of its organization as it shall be reasonably necessary

to inform for the purpose of performing the contract work, provided that prior to the making of any such disclosure, such employee or employees shall individually agree not to disclose any of the confidential information relating to Owner's polyester fibers manufacturing process which is obtained by them from Contractor or Owner. For this reason, Owner will require such employees to execute a non-disclosure agreement using the form indicated in Exhibit E. Neither Contractor nor Owner shall make any such disclosure to any such employee until Contractor has delivered to Owner the non-disclosure agreement for the employee covered.

ARTICLE 16. SAFETY AND SECURITY REQUIREMENTS

16.1 Contractor shall take all necessary precautions for the protection of the work in progress, the property of Owner, and the lives and property of Contractor's employees, and all third persons whatsoever, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public.

16.2 Contractor shall consult with Owner to determine Owner's requirements and shall instruct all of its employees and subcontractors and shall take all practicable measures to enforce compliance with all of Owner's safety rules and regulations at the construction site.

16.3 Contractor shall be responsible for making certain none of its employees, subcontractors, vehicles, equipment and materials encumber the plant roads, which shall be kept clear to facilitate movement of ordinary traffic and fire protection equipment at all times.

16.4 Contractor shall confine its apparatus and equipment, the storage of materials, and the operations of its workmen to the immediate vicinity of the work, and shall not unreasonably encumber any premises with its materials.

ARTICLE 17. LIENS

The payment of the Fixed Fee shall not become due and payable until Contractor shall deliver to Owner a complete release of all liens in the form attached as Exhibit D, covering any and all

claims, charges, or causes of action with respect to the work and Contractor shall, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien. Nevertheless, if any lien remains unsatisfied after all payments are made, Contractor shall reimburse to Owner all moneys that Owner may pay in discharging such a lien, including all costs and reasonable attorney's fees.

ARTICLE 18. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, except that Owner may assign the Contract to any company or person owning 50 percent or more of the voting stock of Owner.

ARTICLE 19. WAIVER

A waiver on the part of Owner or Contractor of any term, provision, or condition of this Contract, shall not constitute a precedent, nor bind either party to a waiver of any succeeding breach of the same or any other terms, provision, or condition of this Contract.

ARTICLE 20. STATE SALES AND USE TAXES

Contractor shall purchase all machinery, equipment and attachments thereto for sale at retail. Contractor shall register as a retailer for South Carolina Sales and Use tax purposes and upon the resale of such machinery to Owner shall bill either the South Carolina Sales or Use Tax. However, Contractor shall not bill such tax if Owner provides Contractor with either a properly completed exemption certificate or a direct pay permit number.

ARTICLE 21. CLEANING UP

Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the job, Contractor shall remove all rubbish from and about the work site, along with all of its tools, scaffolding, and surplus materials, and shall leave the work and the site in a clean and orderly condition.

ARTICLE 22. CONTRACTOR'S SUPERVISION

Contractor shall keep on the work during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner. Contractor shall give sufficient supervision to the work, using its best skill and attention.

ARTICLE 23. CONTRACT ADMINISTRATION AND NOTICES

23.1. The administration of this Contract shall be performed for Owner by the Engineering Department of Hercules, with full authority to approve, authorize, and execute all Contract modifications and amendments.

23.2. Notices required under or incident to the performance of work under this Contract shall be deemed to have been properly given if delivered or sent by mail, postage prepaid, to the Contractor at the address hereinabove shown, or to Hercules as follows:

Mr. G. H. Ripley, Chief Engineer
Hercules Incorporated
Hercules Tower, 910 Market Street
Wilmington, Delaware 19899

23.3. Hercules will appoint a representative duly authorized to act for and on behalf of Hercules for Owner with respect to any and all provisions of this Agreement in connection with performance of the work in the field. Owner will advise the Contractor of the name and address of such representative, and Owner and Hercules will not change such representative thereafter without first notifying the Contractor of the name and address of the new Hercules' representative.

23.4. Owner (HYSTRON) reserves the right to perform all the duties delegated to Hercules upon notice in writing to Hercules and to Contractor.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hystron Fibers Incorporated
Owner

By

[Signature]

By

R.O. Waters

Title

*1507
MGR*

Title

President

Date

11/20/68

Date

August 30, 1969

Attest

[Signature]

Attest

[Signature]



ENGINEERING DEPARTMENT
WILMINGTON, DELAWARE
JANUARY 6, 1967

EXHIBIT A
SMALL TOOLS

"Small Tools," such as listed below, are defined as tools (usually hand tools) required for performance of the work, but not furnished by mechanics or rented. In general, such items of small tools usually are neither worn out nor consumed through normal use on the job.

Adzes	Drills, Electric, W"	Ladles, Melting	Scoops
Anvils	Drills, Yankee	Levels, Hand	Scrapers
Augers		Lights, Extension	Screw Drivers
Axes	Edgers	Lights, Flood	Screw Staps
	Emerywheel Stands	Filters	Scribers
Bars, Bucking Up	Extinguishers, Fire		Scythes
Bars, Claw		Machetes	Shackles
Bars, Crow	First Aid Kit	Mechanists' Straight Edge	Sheaves
Bars, Pinch	Flaring Tools	Mallets	Shovels
Bars, Rivet Bushing	Flatters	Mattocks	Sickles
Bars, Wrecking	Forges	Mouls	Signs
Benders, Tube	Forks		Sledges
Belts, Safety	Fullers	Nippers	Snips
Binders, Load Chain		Nut Dies	Spades
Blacksmith Tools	Gads		Spikes, Marlin
Blocks, Cable	Gauges, Center	Pans, Metal Mortar	Stamps, Steel
Blocks, Chain	Gauges, Drilling	Peavies	Stocks, Pipe
Blocks, Rope	Gauges, Feeler	Picks	Stoves, Electric
Blocks, Snatch	Gauges, Wire	Pins, Drift	Stoves, Oil
Blocks, Tackle	Goggles, Safety	Planers	Straight Edge, Metal
Bolt Cutters	Grips, Wire	Pliers	Swages
Boring Machines	Guns, Caulking	Plows	
Breces	Gunt, Grease	Pots, Fire	Tachometers
Brands	Guns, Point	Pots, Melting	Tampers
Buggies, Concrete		Pullers, Nail	Tapes, Steel, Measuring
Bull Points	Hammers	Pullers, Rod	Tops
	Hatchets	Pullers, Sheet Pile	Tarpaulins
Cable, Plumbing	Hickies	Pulleys	Thickness Gauges
Calipers	Hods	Pumps, Bilge	Tinsnips
Car Movers	Hocs	Pumps, Fire	Tongs
Caulking Tools	Holder, Welding	Punches, Gasket	Torches, Blow
Cement Joining Tools	Hoods, Sandblasting	Punches, Metal	Torches, Gas
Chisels	Hooks, Cant		Track Gauges
Cooler, Water	Hooks, Packing	Rakes	Track Levels
Concrete Floors, Steel	Horses, Mason	Ratchets	Trowels
Cords, Extension, Electric	Hore	Reamers	Trucks, Hand
Cutters, Bolt		Respirators	Turnbuckles
Cutters, Pipe	Irons, Caulking	Rivet Sets	
Cutters, Tin Snips	Irons, Soldering	Rules, 6-Foot	Vises
Cutters, Tube		Runners, Joint	
Cutters, Wire	Jacks, Screw		
	Jacks, Track	Salamanders	Wedges
Dies		Sash Tools	Well Wheels
Diggers, Post Hole	Ladders, Extension	Saws, Hack	Wheelbarrows
Dolly, Rivet	Ladders, Step	Saws, Hole	Wire Twisters
Dolly, Timber	Ladders, Straight	Saws, Wood	Wrenches
Drills, Breast			



ENGINEERING DEPARTMENT
WILMINGTON, DELAWARE
JANUARY 6, 1967

EXHIBIT II
CONSUMABLE SUPPLIES

"Consumable Supplies," such as listed herein, are defined as items or materials required for the performance of the work, but which are not normally furnished either as "small tools" or as materials to be incorporated in the work. In general, consumable supplies are consumed or worn out in use during construction.

Acetylene	Cotter Keys	Hinges	Rod, Welding
Acids	Cutter Pins	Hydrometers	Rollers, Pipe
Adhesives	Couplings, Hose		Rollers, Wood
Alcohols	Crayons		Rope, Manila
Antifreezes	Creosote	Ico	Rope, Sisal
Antiseptics	Cups, Water		Rope, Wire
			Rope Slings
			Rubbing Brick
Rabbit	Diesel Oil	Kegs, Water	
Bags, Canvas, Tool	Dippers	Kerosene	
Bags, Canvas, Water	Disc, Cutting	Keys	
Bands, Safety, Hat	Disinfectants		
Barrels, Water	Dispenser, Paper Cups	Lamps, Electric	Salt
Barrels, Trash	Dispenser, Towel	Lanterns	Sandpaper
Batteries, Dry Cell	Dressing, Belt	Lashings	Screens
Batteries, Flashlight	Drill Bits, All Types	Lenses	Screws
Beltng	Drill Sleeve	Lighters	Shields, Safety
Belt Dressing	Drill Socket	Limo	Shims
Bits	Drills, Star	Lubricants	Silica Sand
Blades, Cutting		Lugs	Sleeves, Taper Shank
Blades, Saw			Slings, Cable
Bolts	Electrodes	Masks, Safety	Slings, Chain
Box, Tool Kit	Emery	Mender, Hose	Slings, Rope
Brads	Extinguisher Refills	Maps	Soap
Brooms	Extractor, Screw		Sooptone
Brushes, All Types		Nails	Solder
Buckets, Water	Files	Nail Sets	Stakes
Bulbs, Electric	Filters	Nozzles, Hose	Stencils
Bushings	First Aid Supplies	Nuts	Supplies, First Aid
	Flashlights		Supplies, Wash Room
	Fluxes	Oakum	
Cable, Wire	Fuels	Oilers	Tacks
Candles	Funnels	Oils	Tapes (Except Measuring)
Cans, Gasoline	Fuses	Oilstones	Thinbles, Cable
Cans, Oil		Oxides	Thinbles, Rope
Carbide	Gaskets	Oxygen	Thinbles, Wire
Carbon Tetrachloride	Gasoline		Thinners
Carborundum Blocks	Glasses, Safety	Packings	Tips, Torch
Cements (Except Portland)	Globes, Flashlight	Padlocks	Tubs, Mortar, Metal
Chains (Except Vehicular)	Globes, Lamp	Pails	Twine
Chalks	Globes, Lantern	Paint	
Chamois	Gloves	Paper, Adhesive	Valves
Chutes, Concrete, Metal	Glue	Paper, Kraft	Varnish
Clamps	Glycerin	Paper, Tallet	
Cleaning Compound	Graphite	Paste, Solder	Washers
Clips, Cable	Grease	Pencils	Washing Powder
Cloth, Emery	Grinding Compounds	Pins, Drift	Waste Rags
Cool		Plugs	Wedges
Cool, Rain	Hacksaw Blades	Points, Nail	Wheels, Cutting
Coke	Handles, Tool		Wheels, Grinding
Connectors, Hose	Heater, Kerosene, Office	Rags	Wheels, Polishing
Connectors, Welding Cable		Rivets	Wire, Temporary
			Wool, Steel

CONTRACTOR'S FIELD PROCEDURES AFFECTING REIMBURSEMENT

UNDER COST-PLUS-FIXED FEE CONSTRUCTION CONTRACTS1.0 GENERAL

1.1 This instruction describes data to be supplied and procedures to be followed by contractors performing construction work for Hercules under cost-plus-fixed fee contracts.

1.2 Unless specifically otherwise provided in the Contract or herein, the Contractor shall forward all documents, invoices, communications, and other material to the Representative appointed by Hercules in accordance with the Contract. Such Representative will be the Field Engineer for the project concerned.

2.0 CHARTS AND SCHEDULES

The following are to be furnished in quadruplicate or before the start of construction. Revisions occurring thereafter, if any, are to be furnished at or before the time they become effective.

2.1 Contractor's organization chart showing key personnel assigned to the work, including identification of any whose moving expense will be reimbursed.

2.2 Schedule of the rates of wages and salaries to be paid for all key personnel and field office labor engaged in full time work at the construction site.

2.3 Schedule of wage rates and fringe benefits, by crafts, including craft supervision, and supported by appropriate union or trade council data.

2.4 Schedule of payroll expenses including taxes and all other actual costs applicable to and based upon payrolls and employment.

2.5 Schedule of Insurance provided in accordance with the Contract.

3.0 SUBCONTRACTS

3.1 Four copies of the subcontract form which the Contractor proposes to use are to be submitted for approval of Hercules before any subcontract is executed.

3.2 Before each subcontract is entered into, the Contractor shall provide the Field Engineer with a description or specification of the work to be subcontracted, the probable costs, the method of payment, and the names and addresses of the proposed subcontractors. Where applicable, one copy of each bid received is to be furnished. On request, the Contractor shall provide information as to proposed subcontractors' experience and financial status. No subcontract may be entered into without Hercules' prior approval.

3.3 After Hercules indicates approval to proceed with any subcontract, the Contractor shall obtain execution thereof, using the approved form, and shall promptly deliver two executed copies to Hercules for its records.

3.4 For uniformity of its job accounting records, the Contractor shall issue a purchase order number for each such subcontract, for the purpose of processing billings therefor.

3.5 Irrespective of the type of subcontract (i.e., lump sum, cost-plus, or otherwise), all billings therefor shall be detailed as to the amounts for materials and labor applicable to each Hercules account affected. In addition, on cost-plus subcontracts, indirect charges, if any, are to be segregated from direct charges.

4.0 PURCHASE ORDERS

4.1 The Contractor shall issue written purchase orders, numbered serially, for all procurement of materials or services (excluding the Contractor's payroll) involving payment by the Contractor to third parties and reimbursement by Hercules to the Contractor. This shall include, but not be limited to, issuance of purchase orders for processing of payments for equipment rental, subcontracts, insurance premiums and similar items.

4.2 The Contractor shall obtain the prior approval of Hercules for purchase orders as required under the Contract. Such approval shall be indicated by signature of the Field Engineer on the Contractor's and Hercules' copies of each order.

4.3 Each purchase order shall be identified with the Hercules project subaccount(s) for which the expenditure involved is made. Accurate distribution to correct accounts is required. The Field Engineer will furnish the list of accounts to be used.

4.4 - Each working day, the Contractor shall deliver to the Field Engineer, one copy of each purchase order issued that day. In addition, at the end of the job, the Contractor shall deliver a complete set of all purchase orders issued. A third copy is required for attachment to invoices, as specified below.

4.5 On or before the 5th calendar day of each month, the Contractor shall furnish in duplicate a tabulation of all open orders as of the end of the preceding month. The tabulation shall show the Contractor's order number, the total value (actual, if known, estimated, if not) of the order, the amount which has been included on reimbursement requests, and the amount remaining which will be included on future reimbursement requests.

5.0 REIMBURSEMENT REQUESTS

5.1 At the Contractor's option, reimbursement requests may be submitted weekly, bi-weekly, or monthly. In no event may the interval between billings for each category exceed one calendar month. Each reimbursement request shall clearly show Hercules' purchase order number.

5.2 Separate reimbursement requests in quadruplicate are to be submitted for each of the following categories.

5.2.1 Material purchases.

5.2.2 Payroll.

5.2.3 Subcontracts.

5.2.4 Fixed Fee.

5.3 Materials invoices should include and cover all materials, equipment, supplies, tools, rental equipment, and other expense for which a purchase order is issued, excluding Payroll, Subcontracts, and Fixed Fee.

5.3.1 Each materials invoice shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts, and a listing showing the Contractor's purchase order number, vendor's name, amount of reimbursement requested for each order, and the total for all orders on the invoice. The following shall be attached to the original of each materials invoice:

(a) One copy of each purchase order the first time reimbursement therefor is requested. Subsequent billings for any particular order need not be accompanied by additional copies.

(b) One copy of receiving slips, wherever applicable, each approved by the Field Engineer or his designated representative.

(c) One copy of vendor's invoice(s) to Contractor, accompanied by proof of payment.

5.4 Labor invoices should be submitted in quadruplicate. If desired, however, the Contractor may submit a separate invoice once each month for payroll expense items (i.e., taxes, unemployment insurance, fringe benefits, etc.).

5.4.1 Each labor invoice shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts. The following shall be attached to the original of each labor invoice:

(a) One copy of the payroll for the billing period concerned.

(b) Time sheets for all hours charged, each time sheet signed by Hercules' representative.

5.4.2 Payroll expenses, if billed separately, must clearly identify the periods and payrolls covered, and must conform with the schedule submitted in accordance with paragraph 2.4 above.

5.5 Subcontract invoices shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts, and a listing showing the Contractor's applicable purchase order numbers, the subcontractors names, the amount of reimbursement requested for materials and for labor for each Hercules project subaccount under each subcontract, and the totals for all subcontracts. One copy of subcontractors' invoices and proof of payment is to be attached to the original of each subcontract reimbursement request.

5.6 Fixed fee invoices shall include the Contractor's certification as to the percentage of the total Contract work completed at the end of the preceding calendar month, and the calculation showing the gross amount of fee earned, 90 percent thereof, the amount previously paid by Hercules, and the net amount then due.

December, 1950

3291

Daniel C. Smith, 02224

RELEASE

The undersigned, for and in consideration of the sum of
 _____ Dollars

 _____) to be paid to it/by _____
 _____, said sum representing full and final payment
 for all original work, changed work and extra work performed under
 or in connection with the contract identified below, as well as
 all Fixed Fees paid or to be paid for such work, does hereby
 release and forever discharge _____
 (such term including its officers, employees and agents) from all
 liens, claims (e.g., for Fixed Fees or reimbursement of costs),
 actions and causes of actions which the undersigned has or may have
 against _____ with regard to the per-
 formance of said work.

Contract Identification

Contract _____ E-001 Effective _____

Title: EXPAND FIBERS PLANT AT SPARTANBURG, SOUTH CAROLINA
FOR
HYSTRON FIBERS INCORPORATED

Related Purchase Order: _____

Further, the undersigned agrees to save and hold harmless
 _____ (1) from any and all liens and
 claims of all parties (including undersigned's officers, employees
 and agents) whatsoever engaged directly or indirectly by the under-
 signed for labor, material, service, or any other thing furnished
 by or through the undersigned for the performance of said work,
 and (2) from all actions, suits, and other proceedings whatsoever
 arising out of such liens or claims or from the performance of
 said work.

By _____

Subscribed and sworn to before me this _____ day of
_____, 19____.

Notary Public

EXHIBIT E

NON-DISCLOSURE AGREEMENT

Recognizing the fact that Daniel Construction Company is engaged in the construction of industrial plants and facilities for manufacturing companies whose businesses involve experimental and inventive work and that my employment with Daniel Construction Company will include an assignment involving the construction of a polyester fibers manufacturing plant for Hystron Fibers Incorporated; in consideration of my employment I hereby agree that at all times, both during my employment and after the termination of my employment, I will keep secret all processes, inventions, trade secrets, technical "know-how" and formulas relating to polyester fibers manufacture and plant design made known to me by Daniel Construction Company or Hystron Fibers Incorporated or any officers or employees of either or learned by me while in the employ of Daniel Construction Company and assigned to the work of Hystron Fibers Incorporated, and that I will not disclose or make known any of them or anything relating to them to any person, firm, or corporation except as authorized in the course of my employment on work for Hystron Fibers Incorporated.

I further agree that any subsequent change or changes in my employment or in the duties, salary or compensation of my employment shall not in any way affect the validity of this agreement or my obligations hereunder.

I hereby expressly do state that I intend to be legally bound to Hystron Fibers Incorporated by this agreement and all the terms and conditions hereof.

ATTEST: _____

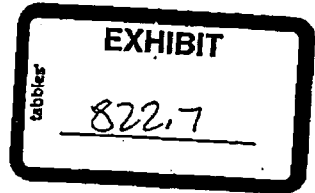
Date _____

DANIEL CONSTRUCTION COMPANY

By _____

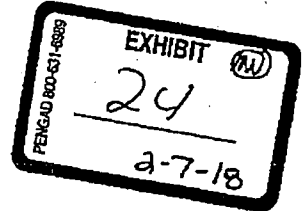
Date 9/20/68

EXHIBIT E



COST-PLUS-FIXED-FEE CONSTRUCTION CONTRACT
FIBERS PLANT AT SPARTANBURG, SOUTH CAROLINA

FOR



CONTRACT FILE

HYSTRON FIBERS INCORPORATED

THIS AGREEMENT, between

HYSTRON FIBERS INCORPORATED

hereinafter called "Owner", a Delaware Corporation, having an office at Wilmington, Delaware, and

DANIEL CONSTRUCTION COMPANY

hereinafter called "Contractor", a South Carolina Corporation having its executive offices at Greenville, South Carolina,

WITNESSETH:

WHEREAS, Owner intends to establish a fibers manufacturing plant at Spartanburg, South Carolina and Contractor has agreed to undertake the construction of such plant for Owner, and

WHEREAS, Owner has contracted with Hercules Incorporated, hereinafter called "Hercules", of Wilmington, Delaware, to furnish certain engineering services in connection with such construction, including supervision of construction work and the administration of this Contract,

NOW, THEREFORE, Owner and Contractor mutually agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents include this Agreement, together with the drawings, specifications, and instructions to be furnished by Owner as the work progresses, and the following exhibits throughout which the word "Hercules", wherever it appears, shall be interpreted to mean "Owner":

Exhibit A: Small Tools

Exhibit B: Consumable Supplies

Exhibit C: Contractor's Field Procedures affecting Reimbursement Under Cost-Plus-Fixed-Fee Construction Contracts

Exhibit D: Release of Liens

Exhibit E: Individual Non-Disclosure Agreement

ARTICLE 2. SCOPE OF THE WORK

The work hereunder shall be performed at Owner's new plant site at Spartanburg, South Carolina, and comprises the construction by Contractor of a Fibers Manufacturing Plant in accordance with drawings and specifications furnished by Owner. The work includes the construction of incidental related facilities for storage, material handling, utilities, and services. The construction work includes the usual and necessary operations encountered in the construction of foundations; construction of masonry structures; the installation of production, processing, and storage equipment, complete with connections for operation and control; and incidental related work.

ARTICLE 3. OBLIGATIONS OF CONTRACTOR

3.1 Without limiting the generality of Contractor's obligation to perform all work and to do everything necessary for the diligent prosecution and satisfactory completion of the work in conformity with all requirements of the Contract Documents, Contractor shall:

3.1.1 Act as an independent general contractor, furnishing efficient business administration, and supervising all work, including that of subcontractors, if any.

3.1.2 Supply at the proper time and place all persons necessary and of whatever skill required for the complete and efficient performance of the work called for in the Contract Documents.

3.1.3 Supply all construction supplies, tools, equipment and services required for the performance of the work.

3.1.4 Procure and arrange for delivery to the site, all of the equipment, materials, supplies, tools, apparatus, and appurtenances which are to be furnished by Contractor for the work.

3.1.5 Unload all construction supplies, tools, equipment and services required for the work.

3.1.6 Unload, store on the worksite, and protect from the elements as necessary, all the materials furnished by Owner for installation hereunder by Contractor.

3.1.7 Provide all temporary facilities and services necessary for the prosecution of the work including, but not limited to, compressed air, fuels, utilities, transportation, and all other necessary utilities and conveniences.

3.1.8 Enforce strict discipline and good order among its employees and subcontractors and seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

3.1.9 Perform, or cause to be performed, all field construction work in a good and workmanlike manner.

3.1.10 Give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work.

ARTICLE 4. SITE OBLIGATIONS OF OWNER

In addition to all other obligations assumed hereunder by Owner, Owner will provide, at no cost to Contractor, the construction site and all building permits required by governmental authorities in connection with the work hereunder.

ARTICLE 5. MATERIALS AND SERVICES

5.1 Contractor, using its best efforts to obtain the lowest price for materials of acceptable quality and subject to Owner's prior written approval for every purchase order exceeding \$500.00, shall procure and furnish materials as described below, in addition to any material supplied by Contractor under other provisions of this Agreement.

5.1.1 Carbon steel piping materials in sizes 1-inch and smaller.

5.1.2 Lumber and millwork.

5.1.3 Concrete and masonry materials, grout, and mortar, reinforcement, embedded items, and forms.

5.1.4 Rough hardware, anchors, and fasteners required in addition to any such items supplied by Owner.

5.1.5 Scaffolding.

5.1.6 Small tools and consumable supplies as necessary.

5.1.7 Other materials if requested or approved by Owner.

5.2 It is understood that Owner at its expense will furnish for the work all process equipment, process piping materials, major electrical items, and instruments as necessary for the work in

addition to the materials which Contractor shall provide, and that Contractor shall receive and incorporate such Owner-furnished materials into the work.

5.3 All materials and equipment furnished by Owner will be received on the plant site by Owner. Contractor shall unload, store, protect, and/or transport such materials and equipment as requested.

ARTICLE 6. LABOR

6.1 Contractor shall supply all labor of whatsoever kind needed or required for performance of the work hereunder.

6.2 Contractor, immediately following execution of this Agreement, shall furnish to Owner an organization chart showing Contractor's key personnel assigned to the work, and the rates of salaries and wages to be paid for all job classifications which will be used in performance of the work. No changes shall be made in such rates without the prior approval of Owner.

6.3 Contractor shall comply with the provisions of all reporting, social security and unemployment insurance laws, Federal and state, as may be now or hereafter in force and applying to the work, and Contractor assumes exclusive responsibility for the preparation and filing of required reports and will hold Owner and Hercules harmless from any penalties imposed on Owner, Hercules, and or Contractor resulting from Contractor's failure to comply with such laws.

ARTICLE 7. REIMBURSEMENT

7.1 Owner, at the times and in the manner hereinafter specified, shall reimburse Contractor for costs actually incurred in the performance of the work, as such costs are hereinafter defined.

7.2 Reimbursable costs. The costs for which Contractor shall be reimbursed are as follows:

7.2.1 Labor and supervision. Reimbursement for labor and supervision, in accordance with the approved organization chart, shall be as follows:

(a) Construction labor, consisting of direct charges for wages and salaries of Contractor's employees directly engaged in work at the construction site.

(b) Field office labor, consisting of wages and salaries of Contractor's employees engaged full time in work under this Contract at Contractor's field office at the construction site.

It is understood that no charge shall be made for supervision by, or expenses of Contractor's officers, executives, or other employees or Contractor's off-job office force, except as hereinafter provided.

7.2.2 Payroll expenses. Contractor shall be reimbursed for all payroll taxes imposed upon and paid by Contractor and all other actual costs applicable to and based upon payrolls and employment as provided above.

7.2.3 Transportation costs, travel and subsistence expenses. Contractor shall be reimbursed for transportation costs and travel and subsistence expenses as follows:

(a) For moving key personnel once to and from the job site, provided, however, that the individuals whose transportation costs and travel expenses are covered hereunder shall be only such key personnel as are designated by Contractor on the approved organization chart.

(b) For office and general management employees from Contractor's general offices to the extent necessary for the proper and expeditious performance of the work and as approved by Owner.

(c) For subsistence expenses of certain specific personnel of Contractor's organization as are employed at the job site, provided, however, that the individuals whose subsistence expenses are covered hereunder shall be only such personnel as are designated by Contractor on the approved organization chart. Subsistence expenses shall be based upon reasonable allowances mutually agreed upon by Owner and Contractor.

7.2.4 Insurance. Contractor shall be reimbursed for the cost of insurance carried in accordance with the provisions of the article entitled "Insurance".

7.2.5 Construction equipment.

7.2.5.1 Contractor-owned rental equipment. All expenses incurred hereunder shall be subject to the prior approval of Owner. Construction equipment shall be in good operating condition when delivered to the job site, and returned in the same condition,

less ordinary wear and tear. Contractor shall be reimbursed for furnishing all construction equipment necessary for the work at 75 percent of the current rental rates published by Associated Equipment Distributors (AED). Equipment furnished by Contractor hereunder shall be subject to the following conditions:

(a) In the event an item of equipment is not listed by AED or the AED rate is excessive in proportion to the cost, or both, the rate shall be determined on a proportionate basis to be in line with other rentals.

(b) Rental periods shall begin when equipment arrives at the job and shall end when Contractor's General Superintendent and Owner declare the equipment to be surplus, with the following exceptions:

(b-1) Down time for minor repairs shall be adjusted by Contractor and Owner.

(b-2) Down time for major repairs shall be for Contractor's account.

(c) Contractor shall be reimbursed for actual costs incurred for minor repairs, which include maintenance and replacement of minor components including contacts, plugs, rotors, brushes, bearings, bolts, caps, wires, bulbs, connectors, lenses, axles, piston rings, injection nozzles, gears, valve grinding kits, head gaskets, excavator points and blades, point and blade build-up, and serviceable tires damaged by extreme job conditions. Contractor shall not be reimbursed for major repairs, which include replacement of major components such as generators, distributors, transmissions, engine assemblies, and components of same; such as pistons, crank shafts, wheels and so forth.

(d) All field repairs shall be done in accordance with AED procedures. In the event Contractor elects to perform such minor or major repairs at a location off the job site, the transportation costs of replacement equipment shall be borne by Contractor.

(e) Contractor shall be reimbursed for costs actually incurred in transporting construction equipment to and from the work site. Such transportation shall be f.o.b. the nearest Contractor warehouse and shall not exceed at any time a distance greater than from Contractor's central shops and warehouses, Greenville, South Carolina to the

job site. If any item is shipped to a new job site, such shipping costs shall be borne by Contractor.

(f) Contractor shall be reimbursed for costs incurred in loading, unloading, dismantling, and assembling equipment at both shipping point and job site.

(g) Contractor-owned equipment placed on the project will not be subject to purchase by Owner.

7.2.5.2 Third Party Rentals. In the event Owner approves or requires the rental of construction equipment from third party, Contractor shall be reimbursed for all its costs incurred incident to such rental.

7.2.5.3 Purchased Construction Equipment. Contractor shall be reimbursed for the purchase cost, including delivery to the construction site, of construction equipment purchased with the prior written approval of Owner; construction equipment so obtained shall become Owner's property.

7.2.6 Small tool costs. Contractor shall be reimbursed for the costs incurred in the purchase of small tools, as listed in Exhibit A. All small tools shall be for ownership of Owner.

7.2.7 Consumable supplies costs. Contractor shall be reimbursed for costs incurred for the purchase of all consumable supplies, as listed in Exhibit B, necessary for performance of the work. On completion of the work, all inventories of consumable supplies shall be turned over to Owner.

7.2.8 Subcontract costs. Contractor shall be reimbursed for the amounts paid to subcontractors, provided the subcontractor has been selected with Owner's approval, in accordance with the article entitled "Work by Separate Contract".

7.2.9 Incidental expenses. Contractor shall be reimbursed for all expenses incurred at the construction site in the performance of the work, including telephone, telegraph, stationery, permits, licenses, bonds, expediting, temporary installations and facilities, and incidental related items.

7.2.10 Materials. Contractor shall be reimbursed for actual costs incurred for acquisition and delivery to the construction site of materials furnished in accordance with the provisions of the article entitled "Materials and Services". Such materials shall become the property of Owner upon delivery to the con-

struction site. Owner shall have the right to witness the receipt of all materials.

7.2.11 Work in Contractor's shops. In the event Owner requires and authorizes specific work (e.g. sprinkler piping, duct fabrication) to be performed in Contractor's shops, Contractor shall be reimbursed the full amount of its costs directly incurred in the performance of such work in the shops, plus an allowance equal to 15 percent of such amount to include and cover all indirect costs incident to such performance. Direct costs are understood to consist of the costs of materials, labor, payroll taxes and insurance.

7.2.12 Shop fabrication drawings. In the event Owner requires and authorizes Contractor to prepare shop fabrication drawings at its off-site offices, Contractor shall be reimbursed in an amount equal to twice the payroll rates for the detail men so assigned, such amount to include all other costs incident to such preparation.

7.2.13 Other costs shall not be reimbursed unless Contractor, in writing, has requested and received Owner's approval prior to the incurring of such other costs. Such requests shall specify with particularity the nature of such proposed other costs. Owner shall have the right in its absolute discretion to grant or withhold such approval.

7.3 Credits. Contractor shall credit the job costs with the following items:

7.3.1 Discounts earned by Contractor through prompt payments. Contractor shall use its best efforts to obtain all possible trade and time discounts on bills for materials furnished and to pay such bills within the highest discount periods applicable.

7.3.2 Deposit refunds for returnable reels, containers, and other items of like nature, to the extent that such deposits can be recovered.

7.3.3 Rebates, discounts, and commissions allowed to, or collected by Contractor from suppliers of materials, together with all other refunds, returns, or credits received from return of materials, or on-bond premiums, insurance, or otherwise.

7.4 Accounts shall be kept in a manner to be agreed upon by Contractor and Owner. Accounts shall be organized so as to provide the cost segregation required by Owner, who will advise Contractor as to the segregation desired.

7.5 Reimbursement requests. Contractor shall submit reimbursement requests at least once each month for expenditures made during the preceding period. Separate requests shall be submitted for:

Construction labor and related payroll expenses.

Field office labor and related payroll expenses.

Purchased materials, including related taxes and shipping costs, if any.

Subcontracts.

All requests shall be substantiated by proof of payment in a form satisfactory to Owner. Amounts included on each request shall be detailed to indicate cost distribution according to the account segregation required by Owner.

7.6 Purchase order. Upon award of the Contract, Owner will issue a purchase order against which all reimbursement requests will be processed by Owner for payment.

7.7 Payment. Owner shall reimburse Contractor for all items for which Contractor is entitled to reimbursement under the provisions of this Agreement within fifteen days after receipt by Owner of reimbursement requests in proper form and properly substantiated.

7.8 Auditing. Owner shall be permitted at all reasonable times to inspect all of Contractor's accounting records pertaining to costs for which reimbursement is made.

7.9 Field procedures. In submitting required data, Contractor shall be guided by the instruction entitled "Contractor's Field Procedures Affecting Reimbursement Under Cost-Plus-Fixed-Fee Construction Contracts" (Exhibit C) which, however, shall be superseded by the provisions of this Agreement in the event of any conflict between the two.

ARTICLE 8. CONTRACTOR'S FIXED FEE

8.1 In addition to the other payments called for by this Agreement, Contractor shall receive as a Fixed Fee for the performance of the work called for by it hereunder the sum of Three Hundred Eighty Thousand Dollars (\$380,000.00). It is specifically understood that such Fixed Fee shall be paid to and accepted by Contractor as full compensation for all its services of whatever kind and nature rendered hereunder by Contractor. Such

Fixed Fee is based upon reimbursement under Article 7 hereof in the gross amount of \$7,500,000.00 as estimated by Owner. It is understood and agreed that such Fixed Fee shall not be subject to adjustment unless (1) the total amount finally reimbursed is less than \$6,375,000.00, in which event the Fixed Fee shall be reduced by a sum equal to five percent of the differences between \$6,375,000.00 and the amount finally reimbursed or (2) the total amount finally reimbursed is more than \$8,625,000.00, in which event the Fixed Fee shall be increased by a sum equal to five percent of the difference between \$8,625,000.00 and the amount finally reimbursed. The total amount of the Fixed Fee shall become due on completion and acceptance of the work and be paid within 15 days of receipt by Owner of Contractor's invoice covering such Fixed Fee, subject to all applicable provisions of the Contract.

8.2 In the event of termination of this Agreement in accordance with the article entitled "Diligent Prosecution of the Work" and upon receipt of complete release of liens in accordance with the article entitled "Liens", Contractor shall be paid that portion of the whole fixed fee equal to the percentage of the entire work then accomplished. Such payment shall be in full and complete discharge of Owner's fee obligations to Contractor.

ARTICLE 9. WORK BY SEPARATE CONTRACT

9.1 Owner shall have the right to let other contracts related to the project of which this Contract forms a part. In such event, Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

9.2 Contractor may, with the approval of Owner, or shall, at the direction of Owner, subcontract work to be performed hereunder, provided the terms and conditions of such subcontracts and the subcontractors have been approved in advance by Owner. Contractor shall not permit the assignment of any subcontract except with the prior written approval of Owner.

ARTICLE 10. DILIGENT PROSECUTION OF THE WORK

10.1 Should Contractor fail, refuse, or be unable, by reason of events beyond its control, to prosecute the work with reasonable diligence, Owner may terminate this Agreement. In such event, Owner shall make payment to Contractor in accordance with the provisions of the article entitled "Contractor's Fixed Fee".

10.2 Owner may, at any time and at its absolute discretion, terminate this Agreement, and shall make payment to Contractor in accordance with the article entitled "Contractor's Fixed Fee".

10.3 Termination in accordance with the above shall not relieve Contractor of its obligations with respect to work performed prior to termination, nor shall termination relieve Owner of its obligations of reimbursement then accrued.

ARTICLE 11. INSPECTION AND WORKMANSHIP

11.1 All work hereunder shall be subject to inspection by Owner at all times and shall be subject to final inspection and approval by Owner before acceptance. Contractor shall permit such inspections and shall assist Owner in any way Owner may request in connection with inspection of the work and shall provide safe and proper facilities therefor. The work performed by Contractor hereunder shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, and in conformity with the best standard practices, unless other practices are required by Owner. Contractor, upon request of Owner, shall produce all records showing quality or quantity of materials furnished by it.

11.2 Contractor shall not be responsible for defective materials supplied by Owner but shall be obliged to notify Owner of any defect in said materials which is reasonably discernible, and shall not, without written permission of Owner, incorporate said defective materials into the work.

ARTICLE 12. INSURANCE

During the performance of the Work hereunder, Contractor and Owner shall carry such insurance as agreed upon prior to start of the work at the plant site. The party carrying the insurance shall furnish the other party satisfactory evidence that the agreed upon coverage is in effect.

ARTICLE 13. COMPLIANCE WITH APPLICABLE LAWS

Contractor, in the performance of the work hereunder, shall abide by and obey all applicable federal, state, and local laws, regulations, orders and ordinances including, but not limited to, all applicable labor laws, and shall without reimbursement indemnify and save Owner and Hercules harmless from any and all liability and claims arising from failure to comply with such laws, regulations, orders, and ordinances.

ARTICLE 14. PATENT INDEMNIFICATION

Contractor shall indemnify and save Owner and Hercules harmless from all claims arising from any patent infringements or alleged patent infringements pertaining to work performed by Contractor hereunder (excepting materials or methods which Owner directs Contractor to supply or utilize) including but not limited to the use of tools, implements or processes by Contractor in the performance of the work. Owner shall indemnify and save Contractor harmless from all claims arising from any patent infringements or alleged patent infringements pertaining to the design, construction, or operating process of the work performed hereunder in accordance with drawings, specifications and instructions issued by Owner.

ARTICLE 15. CONFIDENTIAL INFORMATION

Contractor agrees that all drawings, plans, designs, technical information and data, received by it from Owner or Hercules under this Contract shall be accepted and treated as confidential and secret information and that Contractor will not use or disclose any such drawings, plans, designs, technical information and data in any manner except to the extent that such use or disclosure may be required for the performance of the work under this Contract. Contractor agrees to include in its subcontracts or to otherwise obtain from its subcontractors similar agreements protecting Owner against unauthorized use or disclosure. Notwithstanding the generality of the foregoing conditions, Contractor shall be entitled to disclose any matter as aforesaid to such of the employees of its organization as it shall be reasonably necessary to inform for the purpose of performing the contract work, provided that prior to the making of any such disclosure, such employee or employees shall individually agree not to disclose any of the confidential information relating to Owner's polyester fibers manufacturing process which is obtained by them from Contractor or Owner. For this reason, Owner will require such employees to execute a non-disclosure agreement using the form indicated in Exhibit E. Neither Contractor nor Owner shall make any such disclosure to any such employee until Contractor has delivered to Owner the non-disclosure agreement for the employee covered.

ARTICLE 16. SAFETY AND SECURITY REQUIREMENTS

16.1 Contractor shall take all necessary precautions for the protection of the work in progress, the property of Owner, and the lives and property of Contractor's employees, and all third persons whatsoever, and shall comply with all applicable provisions of Federal, state, and local safety laws and building codes to

prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public.

16.2 Contractor shall consult with Owner to determine Owner's requirements and shall instruct all of its employees and subcontractors and shall take all practicable measures to enforce compliance with all of Owner's safety rules and regulations at the construction site.

16.3 Contractor shall be responsible for making certain none of its employees, subcontractors, vehicles, equipment and materials encumber the plant roads, which shall be kept clear to facilitate movement of ordinary traffic and fire protection equipment at all times.

16.4 Contractor shall confine its apparatus and equipment, the storage of materials, and the operations of its workmen to the immediate vicinity of the work, and shall not unreasonably encumber any premises with its materials.

ARTICLE 17. Liens

The payment of the Fixed Fee shall not become due and payable until Contractor shall deliver to Owner a complete release of all liens in the form attached as Exhibit D, covering any and all claims, charges, or causes of action with respect to the work, and Contractor shall, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien. Nevertheless, if any lien remains unsatisfied after all payments are made, Contractor shall reimburse to Owner all moneys that Owner may pay in discharging such a lien, including all costs and reasonable attorney's fees.

ARTICLE 18. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, except that Owner may assign the Contract to any company or person owning 50 percent or more of the voting stock of Owner.

ARTICLE 19. WAIVER

A waiver on the part of Owner or Contractor of any term, provision, or condition of this Contract, shall not constitute a

precedent, nor bind either party to a waiver of any succeeding breach of the same or any other terms, provision, or condition of this Contract.

ARTICLE 20. STATE SALES AND USE TAXES

Contractor shall purchase all machinery, equipment and attachments thereto for sale at retail. Contractor shall register as a retailer for South Carolina Sales and Use tax purposes and upon the resale of such machinery to Owner shall bill either the South Carolina Sales or Use tax. However, Contractor shall not bill such tax if Owner provides Contractor with either a properly completed exemption certificate or a direct pay permit number.

ARTICLE 21. CLEANING UP

Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the job, Contractor shall remove all rubbish from and about the work site, along with all of its tools, scaffolding, and surplus materials, and shall leave the work and the site in a clean and orderly condition.

ARTICLE 22. CONTRACTOR'S SUPERVISION

Contractor shall keep on the work during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner. Contractor shall give sufficient supervision to the work, using its best skill and attention.

ARTICLE 23. CONTRACT ADMINISTRATION AND NOTICES

23.1 The administration of this Contract shall be performed for Owner by the Engineering Department of Hercules, with full authority to approve, authorize, and execute all Contract modifications and amendments.

23.2 Notices required under or incident to the performance of work under this Contract shall be deemed to have been properly given if delivered or sent by mail, postage prepaid, to the Contractor at the address hereinabove shown, or to Hercules as follows:

Mr. G. H. Ripley, Chief Engineer
Hercules Incorporated
Hercules Tower, 910 Market Street
Wilmington, Delaware 19899

23.3 Hercules will appoint a representative duly authorized to act for and on behalf of Hercules for Owner with respect to any and all provisions of this Agreement in connection with performance of the work in the field. Owner will advise the Contractor of the name and address of such representative, and Owner and Hercules will not change such representative thereafter without first notifying the Contractor of the name and address of the new Hercules' representative.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year of execution by Owner.

Daniel Construction Company
Contractor

Hystron Fibers Incorporated
Owner

cc:CC.
H.H.
J.S.

By [Signature]

By R. O. Wilson

Title President

Title President

Date 30 May 1966

Date June 30, 1966

Attest [Signature]
[Signature]

Attest [Signature]
Secretary

EXHIBIT A

SMALL TOOLS

"Small Tools" such as listed below, are defined as tools (usually hand tools) required for performance of the work, but not furnished by mechanics or rented. In general, such items of small tools usually are neither worn out nor consumed through normal use on the job.

Adzes	Cutters, Pipe	Hickies	Planers	Sickles
Anvils	Cutters, Tin Snips	Hods	Pliers	Signs
Augers	Cutters, Tube	Hoes	Flors	Sledges
Axes	Cutters, Wire	Holders, Welding	Pots, Fire	Snips
Bars, Bucking Up	Dies	Hoods, Sandblasting	Pots, Melting	Spades
Bars, Clew	Diggers, Post Hole	Hooks, Cant	Rollers, Nail	Spikes, Marlin
Bars, Crow	Dolly, Rivet	Hooks, Packing	Rollers, Rod	Stamps, Steel
Bars, Pinch	Dolly, Tinker	Horses, Mason	Pulleys, Sheet Pile	Stocks, Pipe
Bars, Rivet Busting	Drills, Breast	Hose	Pumps Blige	Stoves, Electric
Bars, Wrecking	Drills, Elec., 1/4"	Irons, Caulking	Pumps Fire	Stoves, Oil
Benders, Tube	Drills, Yankee	Irons, Screw	Punches, Gasket	Straight Edge, Macal
Belts, Safety	Edgers	Jacks, Track	Punches, Metal	Swages
Binders, Load Chain	Emergencywheel Stands	Jacks, Track	Rakes	Tachometers
Blacksmith Tools	Excavulators, Fire	Ladders, Extension	Ratchets	Tapes, Steel, Measuring
Blocks, Cable	First Aid Kit	Ladders, Scrap	Rowers	Taps
Blocks, Chain	Flaring Tools	Ladies, Straight	Respirators	Tarpaulins
Blocks, Rope	Flattets	Levels, Hand	Rivet Sets	Thickness Gauges
Blocks, Swath	Forges	Lights, Extension	Rules, 6-Foot	Tinsnipe
Blocks, Tackle	Fullers	Lights, Flood	Runners, Joint	Tongs
Bolt Cutters	Gads	Machetes	Satananders	Torches, Blow
Boring Machines	Gauges, Center	Machinists' Straight Edge	Sash Tools	Torches, Gas
Braces	Gauges, Drilling	Mallets	Saws, Hack	Track Gauges
Brands	Gauges, Feeler	Martocks	Saws, Hole	Track Levels
Buggies, Concrete	Goggles, Safety	Mauls	Saws, Wood	Trowels
Bull Points	Grips, Wire	Nippers	Scoops	Trucks, Hand
Cable, Plumbing	Guns, Caulking	Nut Dies	Scrapers	Turnbuckles
Callipers	Guns, Grease	Pans, Metal Mortar	Screw Drivers	Vises
Car Movers	Guns, Paint	Picks	Screw Stops	Wedges
Cement Joining Tools	Hammers	Scraper	Scribes	Well Wheels
Chisels	Hatchets	Shovels	Shackles	Wheelbarrows
Cooler, Water			Sheaves	Wire Taps
Concrete Floats, Steel			Shovels	Wrenches
Cords, Extension, Elec.				
Cutters, Bolt				

EXHIBIT B

CONSUMABLE SUPPLIES

"Consumable Supplies," such as listed herein, are defined as items or materials required for the performance of the work, but which are not normally furnished either as "small tools" or as materials to be incorporated in the work. In general, consumable supplies are consumed or worn out in use during construction.

Acetylene	Chutes, Concrete, Metal	Funnels	Nails	Shields, Safety
Acids	Clamps	Fuses	Nail Sets	Shims
Adhesives	Cleaning Compound	Gaskets	Nozzles, Hose	Silica Sand
Alcohols	Clips, Cable	Gasoline	Nuts	Sleeves, Taper Shank
Antifreezes	Cloth Emery	Glasses, Safety		Slings, Cable
Antiseptics	Coal	Globes, Flashlight		Slings, Chain
	Coat, Rain	Globes, Lamp		Slings, Rope
Babbitt	Coke	Globes, Lantern		Soup
Bags, Canvas, Tool	Connectors, Hose	Gloves		Soapstone
Bags, Canvas, Water	Connectors, Welding Cable	Glue		Solder
Bands, Safety, Hat	Cotter Keys	Glycerin		Stakes
Barricels, Water	Cotter Pins	Graphite		Stencils
Barrels, Wash	Couplings, Hose	Grease		Supplies, First Aid
Batteries, Dry Cell	Crayons	Grinding Compounds		Supplies, Wash Room
Batteries, Flashlight	Creosote	Hacksaw Blades		Tacks
Beltling	Cups, Water	Handles, Tool		Tapes (Except Measuring)
Belt Dressing		Heater, Kerosene, Off.		Thumbles, Cable
Bits	Diesel Oil	Hinges		Thumbles, Rope
Blades, Cutting	Dippers	Hydrometers		Thinners
Blades, Saw	Disc, Cutting	Ice		Tips, Torch
Bolts	Disinfectants	Kegs, Water		Tubs, Mortar, Metal
Box, Tool Kit	Dispenser, Paper Cups	Kerosene		Twine
Brade	Dispenser, Towel	Keys		Valves
Brooms	Dressing, Belt	Lamps, Electric		Varnish
Brushes, All Types	Drill Bits, All Types	Lanterns		Washers
Buckets, Water	Drill Sleeve	Lashings		Washing Powder
Bulbs, Electric	Drill Socket	Lenses		Waste Rags
Bushings	Drills, Star	Lighters		Wedges
	Electrodes	Line		Wheels, Cutting
Cable, Wire	Emery	Lubricants		Wheels, Grinding
Candles	Extinguisher Refills	Lugs		Wheels, Polishing
Cans, Gasoline	Extractor, Screw	Masks, Safety		Wire, Temporary
Cans, Oil	Files	Mender, Hose		Wool, Steel
Carbide	Filters	Hoops		
Carbon Tetrachloride	First Aid Supplies			
Carborundum Blocks	Flashlights			
Cements (Except Portland)	Fluxes			
Chains (Except Vehicular)	Fuels			
Chalks				
Chamois				

CONTRACTOR'S FIELD PROCEDURES AFFECTING REIMBURSEMENT
UNDER COST-PLUS-FIXED FEE CONSTRUCTION CONTRACTS

1.0 GENERAL

1.1 This instruction describes data to be supplied and procedures to be followed by contractors performing construction work for Hercules under cost-plus-fixed fee contracts.

1.2 Unless specifically otherwise provided in the Contract or herein, the Contractor shall forward all documents, invoices, communications, and other material to the Representative appointed by Hercules in accordance with the Contract. Such Representative will be the Field Engineer for the project concerned.

2.0 CHARTS AND SCHEDULES

The following are to be furnished in quadruplicate at or before the start of construction. Revisions occurring thereafter, if any, are to be furnished at or before the time they become effective.

2.1 Contractor's organization chart showing key personnel assigned to the work, including identification of any whose moving expense will be reimbursed.

2.2 Schedule of the rates of wages and salaries to be paid for all key personnel and field office labor engaged in full time work at the construction site.

2.3 Schedule of wage rates and fringe benefits, by crafts, including craft supervision, and supported by appropriate union or trade council data.

2.4 Schedule of payroll expenses including taxes and all other actual costs applicable to and based upon payrolls and employment.

2.5 Schedule of Insurance provided in accordance with the Contract.

3.0 SUBCONTRACTS

3.1 Four copies of the subcontract form which the Contractor proposes to use are to be submitted for approval of Hercules before any subcontract is executed.

3.2 Before each subcontract is entered into, the Contractor shall provide the Field Engineer with a description or specification of the work to be subcontracted, the probable costs, the method of payment, and the names and addresses of the proposed subcontractors. Where applicable, one copy of each bid received is to be furnished. On request, the Contractor shall provide information as to proposed subcontractors' experience and financial status. No subcontract may be entered into without Hercules' prior approval.

3.3 After Hercules indicates approval to proceed with any subcontract, the Contractor shall obtain execution thereof, using the approved form, and shall promptly deliver two executed copies to Hercules for its records.

3.4 For uniformity of its job accounting records, the Contractor shall issue a purchase order number for each such subcontract, for the purpose of processing billings therefor.

3.5 Irrespective of the type of subcontract (i.e., lump sum, cost-plus, or otherwise), all billings therefor shall be detailed as to the amounts for materials and labor applicable to each Hercules account affected. In addition, on cost-plus subcontracts, indirect charges, if any, are to be segregated from direct charges.

4.0 PURCHASE ORDERS

4.1 The Contractor shall issue written purchase orders, numbered serially, for all procurement of materials or services (excluding the Contractor's payroll) involving payment by the Contractor to third parties and reimbursement by Hercules to the Contractor. This shall include, but not be limited to, issuance of purchase orders for processing of payments for equipment rental, subcontracts, insurance premiums and similar items.

4.2 The Contractor shall obtain the prior approval of Hercules for purchase orders as required under the Contract. Such approval shall be indicated by signature of the Field Engineer on the Contractor's and Hercules' copies of each order.

4.3 Each purchase order shall be identified with the Hercules project subaccount(s) for which the expenditure involved is made. Accurate distribution to correct accounts is required. The Field Engineer will furnish the list of accounts to be used.

4.4 Each working day, the Contractor shall deliver to the Field Engineer, one copy of each purchase order issued that day. In addition, at the end of the job, the Contractor shall deliver a complete set of all purchase orders issued. A third copy is required for attachment to invoices, as specified below.

4.5 On or before the 5th calendar day of each month, the Contractor shall furnish in duplicate a tabulation of all open orders as of the end of the preceding month. The tabulation shall show the Contractor's order number, the total value (actual, if known, estimated, if not) of the order, the amount which has been included on reimbursement requests, and the amount remaining which will be included on future reimbursement requests.

5.0 REIMBURSEMENT REQUESTS

5.1 At the Contractor's option, reimbursement requests may be submitted weekly, bi-weekly, or monthly. In no event may the interval between billings for each category exceed one calendar month. Each reimbursement request shall clearly show Hercules' purchase order number.

5.2 Separate reimbursement requests in quadruplicate are to be submitted for each of the following categories.

5.2.1 Material purchases.

5.2.2 Payroll.

5.2.3 Subcontracts.

5.2.4 Fixed Fee.

5.3 Materials invoices should include and cover all materials, equipment, supplies, tools, rental equipment, and other expense for which a purchase order is issued, excluding Payroll, Subcontracts, and Fixed Fee.

5.3.1 Each materials invoice shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts, and a listing showing the Contractor's purchase order number, vendor's name, amount of reimbursement requested for each order, and the total for all orders on the invoice. The following shall be attached to the original of each materials invoice:

(a) One copy of each purchase order the first time reimbursement therefor is requested. Subsequent billings for any particular order need not be accompanied by additional copies.

(b) One copy of receiving slips, wherever applicable, each approved by the Field Engineer or his designated representative.

(c) One copy of vendor's invoice(s) to Contractor, accompanied by proof of payment.

5.4 Labor invoices should be submitted in quadruplicate. If desired, however, the Contractor may submit a separate invoice once each month for payroll expense items (i.e., taxes, unemployment insurance, fringe benefits, etc.).

5.4.1 Each labor invoice shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts. The following shall be attached to the original of each labor invoice:

(a) One copy of the payroll for the billing period concerned.

(b) Time sheets for all hours charged, each time sheet signed by Hercules' representative.

5.4.2 Payroll expenses, if billed separately, must clearly identify the periods and payrolls covered, and must conform with the schedule submitted in accordance with paragraph 2.4 above.

5.5 Subcontract invoices shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts, and a listing showing the Contractor's applicable purchase order numbers, the subcontractors names, the amount of reimbursement requested for materials and for labor for each Hercules project subaccount under each subcontract, and the totals for all subcontracts. One copy of subcontractors' invoices and proof of payment is to be attached to the original of each subcontract reimbursement request.

5.6 Fixed fee invoices shall include the Contractor's certification as to the percentage of the total Contract work completed at the end of the preceding calendar month, and the calculation showing the gross amount of fee earned, 90 percent thereof, the amount previously paid by Hercules, and the net amount then due.

December, 1950

EXHIBIT D

RELEASE

The undersigned, for and in consideration of the sum of _____ Dollars (\$ _____) to be paid to it by _____, said sum representing full and final payment for all original work, changed work and extra work performed under or in connection with the contract identified below, as well as all Fixed Fees paid or to be paid for such work, does hereby release and forever discharge _____ (such term including its officers, employees and agents) from all liens, claims (e.g., for Fixed Fees or reimbursement of costs), actions and causes of actions which the undersigned has or may have against _____ with regard to the performance of said work.

Contract Identification

Contract 618 effective _____

Title: _____

Related Purchase Order: _____

Further, the undersigned agrees to save and hold harmless _____ (1) from any and all liens and claims of all parties (including undersigned's officers, employees and agents) whatsoever engaged directly or indirectly by the undersigned for labor, material, service, or any other thing furnished by or through the undersigned for the performance of said work, and (2) from all actions, suits, and other proceedings whatsoever arising out of such liens or claims or from the performance of said work.

By _____

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public

EXHIBIT D

EXHIBIT E

NON-DISCLOSURE AGREEMENT

Recognizing the fact that Daniel Construction Company is engaged in the construction of industrial plants and facilities for manufacturing companies whose businesses involve experiential and inventive work and that my employment with Daniel Construction Company will include an assignment involving the construction of a polyester fibers manufacturing plant for Hystron Fibers Incorporated; in consideration of my employment I hereby agree that at all times, both during my employment and after the termination of my employment, I will keep secret all processes, inventions, trade secrets, technical "know-how" and formulas relating to polyester fibers manufacture and plant design made known to me by Daniel Construction Company or Hystron Fibers Incorporated or any officers or employees of either or learned by me while in the employ of Daniel Construction Company and assigned to the work of Hystron Fibers Incorporated, and that I will not disclose or make known any of them or anything relating to them to any person, firm, or corporation except as authorized in the course of my employment on work for Hystron Fibers Incorporated.

I further agree that any subsequent change or changes in my employment or in the duties, salary or compensation of my employment shall not in any way affect the validity of this agreement or my obligations hereunder.

I hereby expressly do state that I intend to be legally bound to Hystron Fibers Incorporated by this agreement and all the terms and conditions hereof.

ATTEST: _____

Date _____

DANIEL CONSTRUCTION COMPANY

By  _____

Date 30 May 1966

EXHIBIT E

PROJECT 7009

COST-PLUS-FIXED-FEE CONSTRUCTION CONTRACT
EXPAND FIBERS PLANT AT SPARTANBURG, SOUTH CAROLINA

FOR

HYSTRON FIBERS INCORPORATED

THIS AGREEMENT, effective June 2, 1969, between

HYSTRON FIBERS INCORPORATED

hereinafter called "Owner", a Delaware Corporation, having an office at New York, New York, and

DANIEL CONSTRUCTION COMPANY

hereinafter called "Contractor", a South Carolina Corporation having its executive offices at Greenville, South Carolina,

WITNESSETH:

WHEREAS, Owner intends to expand its fibers manufacturing plant at Spartanburg, South Carolina, and Contractor has agreed to undertake the construction of such plant for Owner, and

WHEREAS, Owner has contracted with Hercules Incorporated, hereinafter called "Hercules", of Wilmington, Delaware, to furnish certain engineering services in connection with such construction.

NOW, THEREFORE, Owner and Contractor mutually agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents include this Agreement, together with the drawings, specifications, and instructions to be furnished by Owner as the work progresses:

Exhibit A: Small Tools

Exhibit B: Consumable Supplies

E-010/1 of 16

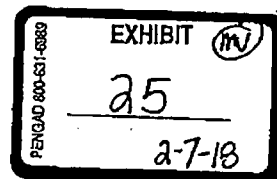
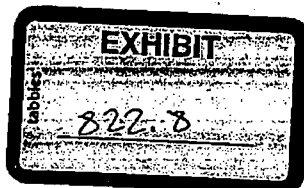


Exhibit C: Contractor's Field Procedures affecting Reimbursement Under Cost-Plus-Fixed-Fee Construction Contracts

Exhibit D: Release of Liens

Exhibit E: Individual Non-Disclosure Agreement

ARTICLE 2. SCOPE OF THE WORK

The work hereunder shall be performed at Owner's plant site at Spartanburg, South Carolina, and comprises the construction by Contractor of an addition to its Fibers Manufacturing Plant in accordance with drawings and specifications furnished by Owner. The work includes the construction of incidental related facilities for storage, material handling, utilities, and services. The construction work includes the usual and necessary operations encountered in the construction of foundations; construction of masonry structures; the installation of production, processing, and storage equipment, complete with connections for operation and control, and incidental related work.

ARTICLE 3. OBLIGATIONS OF CONTRACTOR

3.1 Without limiting the generality of Contractor's obligation to perform all work and to do everything necessary for the diligent prosecution and satisfactory completion of the work in conformity with all requirements of the Contract Documents, Contractor shall:

3.1.1 Act as an independent general contractor, furnishing efficient business administration, and supervising all work, including that of subcontractors, if any.

3.1.2 Supply at the proper time and place all persons necessary and of whatever skill required for the complete and efficient performance of the work called for in the Contract Documents.

3.1.3 Supply all construction supplies, tools, equipment and services required for the performance of the work.

3.1.4 Procure and arrange for delivery to the site, all of the equipment, materials, supplies, tools, apparatus, and appurtenances which are to be furnished by Contractor for the work.

3.1.5 Unload all construction supplies, tools, equipment and services required for the work.

3.1.6 Unload, store on the worksite, and protect from the elements as necessary, all the materials furnished by Owner for installation hereunder by Contractor.

3.1.7 Provide all temporary facilities and services necessary for the prosecution of the work including, but not limited to, compressed air, fuels, utilities, transportation, and all other necessary utilities and conveniences.

3.1.8 Enforce strict discipline and good order among its employees and subcontractors and seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

3.1.9 Perform, or cause to be performed, all field construction work in a good and workmanlike manner.

3.1.10 Give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work.

ARTICLE 4. SITE OBLIGATIONS OF OWNER

In addition to all other obligations assumed hereunder by Owner, Owner will provide, at no cost to Contractor, the construction site and all building permits required by governmental authorities in connection with the work hereunder.

ARTICLE 5. MATERIALS AND SERVICES

5.1 Contractor, using its best efforts to obtain the lowest price for materials of acceptable quality and subject to Owner's prior written approval for every purchase order exceeding \$500.00, shall procure and furnish materials as described below, in addition to any material supplied by Contractor under other provisions of this Agreement.

5.1.1 Carbon steel piping materials in sizes 1 inch and smaller.

5.1.2 Lumber and millwork.

5.1.3 Concrete and masonry materials, grout, and mortar, reinforcement, embedded items, and forms.

5.1.4 Rough hardware, anchors, and fasteners required in addition to any such items supplied by Owner.

5.1.5 Scaffolding.

5.1.6 Small tools and consumable supplies as necessary.

5.1.7 Other materials if requested or approved by Owner.

5.2 It is understood that Owner at its expense will furnish for the work all process equipment, process piping materials, major electrical items, and instruments as necessary for the work in addition to the materials which Contractor shall provide, and that Contractor shall receive and incorporate such Owner-furnished materials into the work.

5.3 All materials and equipment furnished by Owner will be received on the plant site by Owner. Contractor shall unload, store, protect, and/or transport such materials and equipment as requested.

ARTICLE 6. LABOR

6.1 Contractor shall supply all labor of whatsoever kind needed or required for performance of the work hereunder.

6.2 Contractor, immediately following execution of this Agreement, shall furnish to Owner an organization chart showing Contractor's key personnel assigned to the work, and the rates of salaries and wages to be paid for all job classifications which will be used in performance of the work. No changes shall be made in such rates without the prior approval of Owner.

6.3 Contractor shall comply with the provisions of all reporting, social security and unemployment insurance laws, Federal and state, as may be now or hereafter in force and applying to the work, and Contractor assumes exclusive responsibility for the preparation and filing of required reports and will hold Owner and Hercules harmless from any penalties imposed on Owner, Hercules, and/or Contractor resulting from Contractor's failure to comply with such laws.

ARTICLE 7. REIMBURSEMENT

7.1 Owner, at the times and in the manner hereinafter specified, shall reimburse Contractor for costs actually incurred in the performance of the work, as such costs are hereinafter defined.

7.2 Reimbursable costs. The costs for which Contractor shall be reimbursed are as follows:

7.2.1 Labor and supervision. Reimbursement for labor and supervision, in accordance with the approved organization chart, shall be as follows:

(a) Construction labor, consisting of direct charges for wages and salaries of Contractor's employees directly engaged in work at the construction site.

(b) Field office labor, consisting of wages and salaries of Contractor's employees engaged full time in work under this Contract at Contractor's field office at the construction site.

It is understood that no charge shall be made for supervision by, or expenses of Contractor's officers, executives, or other employees or Contractor's off-job office force, except as hereinafter provided.

7.2.2 Payroll expenses. Contractor shall be reimbursed for all payroll taxes imposed upon and paid by Contractor and all other actual costs applicable to and based upon payrolls and employment as provided above.

7.2.3 Transportation costs, travel and subsistence expenses. Contractor shall be reimbursed for transportation costs and travel and subsistence expenses as follows:

(a) For moving key personnel once to and from the job site; provided, however, that the individuals whose transportation costs and travel expenses are covered hereunder shall be only such key personnel as are designated by Contractor on the approved organization chart.

(b) For office and general management employees from Contractor's general offices to the extent necessary for the proper and expeditious performance of the work and as approved by Owner.

(c) For subsistence expenses of certain specific personnel of Contractor's organization as are employed at the job site, provided, however, that the individuals whose subsistence expenses are covered hereunder shall be only such personnel as are designated by Contractor on the approved organization chart. Subsistence expenses shall be based upon reasonable allowances mutually agreed upon by Owner and Contractor.

7.2.4 Insurance. Contractor shall be reimbursed for the cost of insurance carried in accordance with the provisions of the article entitled "Insurance".

7.2.5 Construction equipment.

7.2.5.1 Contractor-owned rental equipment. All expenses incurred hereunder shall be subject to the prior approval of Owner. Construction equipment shall be in good operating condition when delivered to the job site, and returned in the same condition, less ordinary wear and tear. Contractor shall be reimbursed for furnishing all construction equipment necessary for the work at 75 percent of the current rental rates published by Associated Equipment Distributors (AED). Equipment furnished by Contractor hereunder shall be subject to the following conditions:

(a) In the event an item of equipment is not listed by AED or the AED rate is excessive in proportion to the cost, or both, the rate shall be determined on a proportionate basis to be in line with other rentals.

(b) Rental periods shall begin when equipment arrives at the job and shall end when Contractor's General Superintendent and Owner declare the equipment to be surplus, with the following exceptions:

(b-1) Down time for minor repairs shall be adjusted by Contractor and Owner,

(b-2) Down time for major repairs shall be for Contractor's account.

(c) Contractor shall be reimbursed for actual costs incurred for minor repairs, which include maintenance and replacement of minor components including contacts, plugs, rotors, brushes, bearings, bolts, caps, wires, bulbs, connectors, lenses, axles, piston rings, injection nozzles, gears, valve grinding kits, head gaskets, excavator points and blades, point and blade build-up, and serviceable tires damaged by extreme job conditions. Contractor shall not be reimbursed for major repairs, which include replacement of major components such as generators, distributors, transmissions, engine assemblies, and components of same; such as pistons, crank shafts, wheels and so forth.

(d) All field repairs shall be done in accordance with AED procedures. In the event Contractor elects to perform such minor or major repairs at a location off the job site, the transportation costs of replacement equipment shall be borne by Contractor.

(e) Contractor shall be reimbursed for costs actually incurred in transporting construction equipment to and from the work site. Such transportation shall be f.o.b. the nearest Contractor warehouse and shall not exceed at any time a distance greater than from Contractor's central shops and warehouses, Greenville, South Carolina to the job site. If any item is shipped to a new job site, such shipping costs shall be borne by Contractor.

(f) Contractor shall be reimbursed for costs incurred in loading, unloading, dismantling, and assembling equipment at both shipping point and job site.

(g) Contractor-owned equipment placed on the project will not be subject to purchase by Owner.

7.2.5.2 Third Party Rentals. In the event Owner approves or requires the rental of construction equipment from third party, Contractor shall be reimbursed for all its costs incurred incident to such rental.

7.2.5.3 Purchased Construction Equipment. Contractor shall be reimbursed for the purchase cost, including delivery to the construction site, of construction equipment purchased with the prior written approval of Owner; construction equipment so obtained shall become Owner's property.

7.2.6 Small tool costs. Contractor shall be reimbursed for the costs incurred in the purchase of small tools, as listed in Exhibit A. All small tools shall be for ownership of Owner.

7.2.7 Consumable supplies costs. Contractor shall be reimbursed for costs incurred for the purchase of all consumable supplies, as listed in Exhibit B; necessary for performance of the work. On completion of the work, all inventories of consumable supplies shall be turned over to Owner.

7.2.8 Subcontract costs. Contractor shall be reimbursed for the amounts paid to subcontractors, provided the subcontractor has been selected with Owner's approval, in accordance with the article entitled "Work by Separate Contract".

7.2.9 Incidental expenses. Contractor shall be reimbursed for all expenses incurred at the construction site in the performance of the work, including telephone, telegraph, stationery, permits, licenses, bonds, expediting, temporary installations and facilities and incidental related items.

7.2.10 Materials. Contractor shall be reimbursed for actual costs incurred for acquisition and delivery to the construction site of materials furnished in accordance with the provisions of the article entitled "Materials and Services". Such materials shall become the property of Owner upon delivery to the construction site. Owner shall have the right to witness the receipt of all materials.

7.2.11 Work in Contractor's shops. In the event Owner requires and authorizes specific work (e.g. sprinkler piping, duct fabrication) to be performed in Contractor's shops, Contractor shall be reimbursed the full amount of its costs directly incurred in the performance of such work in the shops, plus an allowance equal to 15 percent of such amount to include and cover all indirect costs incident to such performance. Direct costs are understood to consist of the costs of materials, labor, payroll taxes and insurance.

7.2.12 Shop fabrication drawings. In the event Owner requires and authorizes Contractor to prepare shop fabrication drawings at its off-site offices, Contractor shall be reimbursed in an amount equal to twice the payroll rates for the detail men so assigned, such amount to include all other costs incident to such preparation.

7.2.13 Other costs shall not be reimbursed unless Contractor, in writing, has requested and received Owner's approval prior to the incurring of such other costs. Such requests shall specify with particularity the nature of such proposed other costs. Owner shall have the right in its absolute discretion to grant or withhold such approval.

7.3 Credits. Contractor shall credit the job costs with the following items:

7.3.1 Discounts earned by Contractor through prompt payments. Contractor shall use its best efforts to obtain all possible trade and time discounts on bills for materials furnished and to pay such bills within the highest discount periods applicable.

7.3.2 Deposit refunds for returnable reels, containers, and other items of like nature, to the extent that such deposits can be recovered.

7.3.3 Rebates, discounts, and commissions allowed to, or collected by Contractor from suppliers of materials, together with all other refunds, returns, or credits received from return of materials, or on-bond premiums, insurance, or otherwise.

7.4 Accounts shall be kept in a manner to be agreed upon by Contractor and Owner. Accounts shall be organized so as to provide the cost segregation required by Owner, who will advise Contractor as to the segregation desired.

7.5 Reimbursement requests. Contractor shall submit reimbursement requests at least once each month for expenditures made during the preceding period. Separate requests shall be submitted for:

Construction labor and related payroll expenses.

Field office labor and related payroll expenses.

Purchased materials, including related taxes and shipping costs, if any.

Subcontracts.

All requests shall be substantiated by proof of payment in a form satisfactory to Owner. Amounts included on each request shall be detailed to indicate cost distribution according to the account segregation required by Owner.

7.6 Purchase order. Upon award of the Contract, Owner will issue a purchase order against which all reimbursement requests will be processed by Owner for payment.

7.7 Payment. Owner shall reimburse Contractor for all items for which Contractor is entitled to reimbursement under the provisions of this Agreement within fifteen days after receipt by Owner of reimbursement requests in proper form and properly substantiated.

7.8 Auditing. Owner shall be permitted at all reasonable times to inspect all of Contractor's accounting records pertaining to costs for which reimbursement is made.

7.9 Field procedures. In submitting required data, Contractor shall be guided by the instruction entitled "Contractor's Field Procedures Affecting Reimbursement Under Cost-Plus-Fixed-Fee Construction Contracts" (Exhibit C) which, however, shall be superseded by the provisions of this Agreement in the event of any conflict between the two.

ARTICLE 8. CONTRACTOR'S FIXED FEE

8.1 In addition to the other payments called for by this Agreement, Contractor shall receive as a Fixed Fee for the performance of the work called for by it hereunder the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000). It is specifically understood that such Fixed Fee shall be paid to and accepted by Contractor as full compensation for all its services of whatever kind and nature rendered hereunder by Contractor. Such Fixed Fee is based upon reimbursement under Article 7 hereof in the gross amount of \$5,500,000 as estimated by Owner. It is understood and agreed that such Fixed Fee shall not be subject to adjustment unless (1) the total amount finally reimbursed is less than \$4,675,000, in which event the Fixed Fee shall be reduced by a sum equal to 5 percent of the differences between \$4,675,000 and the amount finally reimbursed or (2) the total amount finally reimbursed is more than \$6,325,000, in which event the Fixed Fee shall be increased by a sum equal to 5 percent of the difference between \$6,325,000 and the amount finally reimbursed. Based on an anticipated construction schedule of fifteen (15) months beginning August 1, 1969, the Fixed Fee shall be paid in six (6) increments in accordance with the following schedule:

October 29, 1969	\$55,000
January 28, 1970	\$55,000
April 27, 1970	\$55,000
July 29, 1970	\$55,000
October 28, 1970	\$25,000
Upon completion and acceptance of the work	\$30,000

The amount of each payment may be subject to the adjustments herein provided for at any time it is reasonably foreseeable that the total amount finally to be reimbursed to the Contractor may be less than \$4,675,000 or more than \$6,325,000.

8.2 In the event of termination of this Agreement in accordance with the article entitled "Diligent Prosecution of the Work" and upon receipt of complete release of liens in accordance with the article entitled "Liens", Contractor shall be paid 5 percent of the gross amount of all reimbursements paid or payable to the Contractor under Article 7 hereof, less any previous fee payments. Such payment shall be in full and complete discharge of Owner's fee obligations to Contractor. In the event the fee computed at the time of termination is less than the aggregate of previous fee payments to the Contractor, the Contractor shall refund the difference to the Owner.

9.2 Contractor may, with the approval of Owner, or shall, at the direction of Owner, subcontract work to be performed hereunder, provided the terms and conditions of such subcontracts and the subcontractors have been approved in advance by Owner. Contractor shall not permit the assignment of any subcontract except with the prior written approval of Owner.

ARTICLE 10. DILIGENT PROSECUTION OF THE WORK

10.1 Should Contractor fail, refuse, or be unable, by reason of events beyond its control, to prosecute the work with reasonable diligence, Owner may terminate this Agreement. In such event, Owner shall make payment to Contractor in accordance with the provisions of the article entitled "Contractor's Fixed Fee".

10.2 Owner may, at any time and at its absolute discretion, terminate this Agreement, and shall make payment to Contractor in accordance with the article entitled "Contractor's Fixed Fee".

10.3 Termination in accordance with the above shall not relieve Contractor of its obligations with respect to work performed prior to termination, nor shall termination relieve Owner of its obligations of reimbursement then accrued.

ARTICLE 11. INSPECTION AND WORKMANSHIP

11.1 All work hereunder shall be subject to inspection by Owner at all times and shall be subject to final inspection and approval by Owner before acceptance. Contractor shall permit such inspections and shall assist Owner in any way Owner may request in connection with inspection of the work and shall provide safe and proper facilities therefor. The work performed by Contractor hereunder shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, and in conformity with the best standard practices, unless other practices are required by Owner. Contractor, upon request of Owner, shall produce all records showing quality or quantity of materials furnished by it.

11.2 Contractor shall not be responsible for defective materials supplied by Owner but shall be obliged to notify Owner of any defect in said materials which is reasonably discernible, and shall not, without written permission of Owner, incorporate said defective materials into the work.

ARTICLE 12. INSURANCE

During the performance of the Work hereunder, Contractor and Owner shall carry such insurance as agreed upon prior to start of the work at the plant site. The party carrying the insurance shall furnish the other party satisfactory evidence that the agreed upon coverage is in effect.

ARTICLE 13. COMPLIANCE WITH APPLICABLE LAWS

Contractor, in the performance of the work hereunder, shall abide by and obey all applicable federal, state, and local laws, regulations, orders and ordinances including, but not limited to, all applicable labor laws, and shall without reimbursement indemnify and save Owner and Hercules harmless from any and all liability and claims arising from failure to comply with such laws, regulations, orders, and ordinances.

ARTICLE 14. PATENT INDEMNIFICATION

Contractor shall indemnify and save Owner and Hercules harmless from all claims arising from any patent infringements or alleged patent infringements pertaining to work performed by Contractor hereunder (excepting materials or methods which Owner directs Contractor to supply or utilize) including but not limited to the use of tools, implements or processes by Contractor in the performance of the work. Owner shall indemnify and save Contractor harmless from all claims arising from any patent infringements or alleged patent infringements pertaining to the design, construction, or operating process of the work performed hereunder in accordance with drawings, specifications and instructions issued by Owner.

ARTICLE 15. CONFIDENTIAL INFORMATION

Contractor agrees that all drawings, plans, designs, technical information and data, received by it from Owner or Hercules under this Contract shall be accepted and treated as confidential and secret information and that Contractor will not use or disclose any such drawings, plans, designs, technical information and data in any manner except to the extent that such use or disclosure may be required for the performance of the work under this Contract. Contractor agrees to include in its subcontracts or to otherwise obtain from its subcontractors similar agreements protecting Owner against unauthorized use or disclosure. Notwithstanding the generality of the foregoing conditions, Contractor shall be entitled to disclose any matter as aforesaid to such of the employees of its organization as it shall be reasonably necessary

to inform for the purpose of performing the contract work, provided that prior to the making of any such disclosure, such employee or employees shall individually agree not to disclose any of the confidential information relating to Owner's polyester fibers manufacturing process which is obtained by them from Contractor or Owner. For this reason, Owner will require such employees to execute a non-disclosure agreement using the form indicated in Exhibit E. Neither Contractor nor Owner shall make any such disclosure to any such employee until Contractor has delivered to Owner the non-disclosure agreement for the employee covered.

ARTICLE 16. SAFETY AND SECURITY REQUIREMENTS

16.1 Contractor shall take all necessary precautions for the protection of the work in progress, the property of Owner, and the lives and property of Contractor's employees, and all third persons whatsoever, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public.

16.2 Contractor shall consult with Owner to determine Owner's requirements and shall instruct all of its employees and subcontractors and shall take all practicable measures to enforce compliance with all of Owner's safety rules and regulations at the construction site.

16.3 Contractor shall be responsible for making certain none of its employees, subcontractors, vehicles, equipment and materials encumber the plant roads, which shall be kept clear to facilitate movement of ordinary traffic and fire protection equipment at all times.

16.4 Contractor shall confine its apparatus and equipment, the storage of materials, and the operations of its workmen to the immediate vicinity of the work, and shall not unreasonably encumber any premises with its materials.

ARTICLE 17. LIENS

The payment of the Fixed Fee shall not become due and payable until Contractor shall deliver to Owner a complete release of all liens in the form attached as Exhibit D, covering any and all

claims, charges, or causes of action with respect to the work and Contractor shall, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien. Nevertheless, if any lien remains unsatisfied after all payments are made, Contractor shall reimburse to Owner all moneys that Owner may pay in discharging such a lien, including all costs and reasonable attorney's fees.

ARTICLE 18. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, except that Owner may assign the Contract to any company or person owning 50 percent or more of the voting stock of Owner.

ARTICLE 19. WAIVER

A waiver on the part of Owner or Contractor of any term, provision, or condition of this Contract, shall not constitute a precedent, nor bind either party to a waiver of any succeeding breach of the same or any other terms, provision, or condition of this Contract.

ARTICLE 20. STATE SALES AND USE TAXES

Contractor shall purchase all machinery, equipment and attachments thereto for sale at retail. Contractor shall register as a retailer for South Carolina Sales and Use tax purposes and upon the resale of such machinery to Owner shall bill either the South Carolina Sales or Use Tax. However, Contractor shall not bill such tax if Owner provides Contractor with either a properly completed exemption certificate or a direct pay permit number.

ARTICLE 21. CLEANING UP

Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the job, Contractor shall remove all rubbish from and about the work site, along with all of its tools, scaffolding, and surplus materials, and shall leave the work and the site in a clean and orderly condition.

ARTICLE 22. CONTRACTOR'S SUPERVISION

Contractor shall keep on the work during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner. Contractor shall give sufficient supervision to the work, using its best skill and attention.

ARTICLE 23. CONTRACT ADMINISTRATION AND NOTICES

23.1 The administration of this Contract shall be performed by the Engineering Department of Hystron, with full authority to approve, authorize, and execute all Contract modifications and amendments.

23.2 Notices required under or incident to the performance of work under this Contract shall be deemed to have been properly given if delivered or sent by mail, postage prepaid, to the Contractor at the address hereinabove shown, or to Hystron as follows:

Mr. J. M. Botsford, Chief Engineer
Hystron Fibers Incorporated
Post Office Box 5887
Spartanburg, South Carolina 29301

23.3 Hystron will appoint a representative duly authorized to act for and on behalf of Hystron with respect to any and all provisions of this Agreement in connection with performance of the work in the field. Owner will advise the Contractor of the name and address of such representative, and Owner will not change such representative thereafter without first notifying the Contractor of the name and address of the new Hystron representative.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hystron Fibers Incorporated
Owner

By

[Handwritten Signature]

By

R. O. Watson

Title

V.P. Gen. mgr.

Title

President

Date

8/4/69

Date

June 21, 1969

Attest

Dorothy J. King

Attest

Jane Donath



ENGINEERING DEPARTMENT
WILMINGTON, DELAWARE
JANUARY 6, 1967

EXHIBIT A
SMALL TOOLS

"Small Tools," such as listed below, are defined as tools (usually, hand tools) required for performance of the work, but not furnished by mechanics or rented. In general, such items of small tools usually are neither worn out nor consumed through normal use on the job.

Adzes	Drills, Electric, 1/4"	Ladles, Melting	Scoops
Anvils	Drills, Yankee	Levels, Hand	Scrapers
Augers		Lights, Extension	Screw Drivers
Axes	Edgers	Lights, Flood	Screw Stops
	Emerywheel Stands	Litters	Scribers
Bars, Bucking Up	Extinguishers, Fire		Scythes
Bars, Claw		Machetes	Shackles
Bars, Crow	First Aid Kit	Mechanists' Straight Edge	Sheaves
Bars, Pinch	Flaring Tools	Mallets	Shovels
Bars, Rivet Busting	Flatters	Mattocks	Sickles
Bars, Wrecking	Forges	Mauls	Signs
Benders, Tube	Forks		Sledges
Belts, Safety	Fullers	Nippers	Snips
Binders, Load Chain		Nut Dies	Spades
Blacksmith Tools	Gods		Spikes, Marlin
Blocks, Cable	Gauges, Center	Pans, Metal Mortar	Stamps, Steel
Blocks, Chain	Gauges, Drilling	Peavies	Stocks, Pipe
Blocks, Rope	Gauges, Feeler	Picks	Stoves, Electric
Blocks, Snatch	Gauges, Wire	Pin, Drift	Stoves, Oil
Blocks, Tackle	Goggles, Safety	Planers	Straight Edge, Metal
Bolt Cutters	Grips, Wire	Pliers	Swages
Boring Machines	Guns, Caulking	Plows	
Braces	Gunt, Grease	Pots, Fire	Tachometers
Brands	Guns, Point	Pots, Melting	Tampers
Buggies, Concrete		Pullers, Nail	Tapes, Steel, Measuring
Bull Points	Hammers	Pullers, Rod	Taps
	Hatchets	Pullers, Sheet Pile	Tarpaulins
Cable, Plumbing	Hickies	Pulleys	Thickness Gauges
Calipers	Hods	Pumps, Bilge	Tinsnips
Car Movers	Hoes	Pumps, Fire	Tongs
Caulking Tools	Holder, Welding	Punches, Gasket	Torches, Blow
Cement Joining Tools	Hoods, Sandblasting	Punches, Metal	Torches, Gas
Chisels	Hooks, Conl		Track Gauges
Cooler, Water	Hooks, Pucking	Rakes	Track Levels
Concrete Floats, Steel	Horses, Mason	Ratchets	Trowels
Cords, Extension, Electric	Hose	Roomers	Trucks, Hand
Cutters, Bolt		Respirators	Turnbuckles
Cutters, Pipe	Irons, Caulking	Rivet Sets	
Cutlbers, Tin Snips	Irons, Soldering	Rules, 6-Foot	Vises
Cutters, Tube		Runners, Joint	
Cutters, Wire	Jacks, Screw		
Dies	Jacks, Track	Salmonanders	Wedges
Diggers, Post Hole		Sash Tools	Well Wheels
Dolly, Rivet	Ladders, Extension	Saws, Hack	Wheelbarrows
Dolly, Timber	Ladders, Step	Saws, Hole	Wire Twisters
Drills, Breast	Ladders, Straight	Saws, Wood	Wrenches



ENGINEERING DEPARTMENT
WILMINGTON, DELAWARE

EXHIBIT B
CONSUMABLE SUPPLIES

JANUARY 6, 1967

"Consumable Supplies," such as listed herein, are defined as items or materials required for the performance of the work, but which are not normally furnished either as "small tools" or as materials to be incorporated in the work. In general, consumable supplies are consumed or worn out in use during construction.

Acetylene	Cotter Keys	Hinges	Rod, Welding
Acids	Cotter Pins	Hydrometers	Rollers, Pipe
Adhesives	Couplings, Hose		Rollers, Wood
Alcohols	Crayons	Ice	Rope, Manila
Antifreezes	Creosote		Rope, Sisal
Antiseptics	Cups, Water	Kegs, Water	Rope, Wire
		Kerosene	Rope Slings
Bobtail	Diesel Oil	Keys	Rubbing Brick
Bags, Canvas, Tool	Dippers		
Bags, Canvas, Water	Disc, Cutting	Lamps, Electric	Salt
Bands, Safety, Hat	Disinfectants	Lanterns	Sandpaper
Barrels, Water	Dispenser, Paper Cups	Lashings	Screens
Barrels, Trash	Dispenser, Towel	Lenses	Screws
Batteries, Dry Cell	Dressing, Belt	Lighters	Shields, Safety
Batteries, Flashlight	Drill Bits, All Types	Lime	Shims
Beltting	Drill Sleeve	Lubricants	Silica Sand
Belt Dressing	Drill Socket	Lugs	Sleeves, Taper Shank
Bits	Drills, Star		Slings, Cable
Blades, Cutting		Masks, Safety	Slings, Chain
Blades, Saw	Electrodes	Mender, Hose	Slings, Rope
Bolts	Emery	Mops	Soap
Box, Tool Kit	Extinguisher Refills		Soapstone
Brads	Extractor, Screw	Nails	Solder
Brooms		Noil Sets	Stakes
Brushes, All Types	Files	Nozzles, Hose	Stencils
Buckets, Water	Filters	Nuts	Supplies, First Aid
Bulbs, Electric	First Aid Supplies		Supplies, Wash Room
Bushings	Flashlights	Opium	
	Fluxes	Oilers	Tacks
Cable, Wire	Fuels	Oils	Tapes (Except Measuring)
Candles	Funnels	Oilstones	Thimbles, Cable
Cans, Gasoline	Fuses	Oxides	Thimbles, Rope
Cans, Oil		Oxygen	Thimbles, Wire
Carbide	Gaskets		Thinners
Carbon Tetrachloride	Gasoline	Packings	Tips, Torch
Carborundum Blacks	Glasses, Safety	Padlocks	Tubs, Mortar, Metal
Cements (Except Portland)	Globes, Flashlight	Pails	Twine
Chains (Except Vehicular)	Globes, Lamp	Point	
Chalks	Globes, Lantern	Paper, Adhesive	Valves
Chamois	Gloves	Paper, Kraft	Varnish
Chutes, Concrete, Metal	Glue	Paper, Toilet	
Clamps	Glycerin	Paste, Solder	Washers
Cleaning Compound	Graphite	Pencils	Washing Powder
Clips, Cable	Grease	Pins, Drill	Waste Rags
Cloth, Emery	Grinding Compounds	Plugs	Wedges
Coal		Points, Nail	Wheels, Cutting
Coal, Rain	Hacksaw Blades		Wheels, Grinding
Coke	Handles, Tool	Rags	Wheels, Polishing
Connectors, Hose	Heater, Kerosene, Office	Rivets	Wire, Temporary
Connectors, Welding Cable			Wool, Steel

CONTRACTOR'S FIELD PROCEDURES AFFECTING REIMBURSEMENT

UNDER COST-PLUS-FIXED FEE CONSTRUCTION CONTRACTS1.0 GENERAL

1.1 This instruction describes data to be supplied and procedures to be followed by contractors performing construction work for Hercules under cost-plus-fixed fee contracts.

1.2 Unless specifically otherwise provided in the Contract or herein, the Contractor shall forward all documents, invoices, communications, and other material to the Representative appointed by Hercules in accordance with the Contract. Such Representative will be the Field Engineer for the project concerned.

2.0 CHARTS AND SCHEDULES

The following are to be furnished in quadruplicate at or before the start of construction. Revisions occurring thereafter, if any, are to be furnished at or before the time they become effective.

2.1 Contractor's organization chart showing key personnel assigned to the work, including identification of any whose moving expense will be reimbursed.

2.2 Schedule of the rates of wages and salaries to be paid for all key personnel and field office labor engaged in full time work at the construction site.

2.3 Schedule of wage rates and fringe benefits, by crafts, including craft supervision, and supported by appropriate union or trade council data.

2.4 Schedule of payroll expenses including taxes and all other actual costs applicable to and based upon payrolls and employment.

2.5 Schedule of Insurance provided in accordance with the Contract.

3.0 SUBCONTRACTS

3.1 Four copies of the subcontract form which the Contractor proposes to use are to be submitted for approval of Hercules before any subcontract is executed.

3.2 Before each subcontract is entered into, the Contractor shall provide the Field Engineer with a description or specification of the work to be subcontracted, the probable costs, the method of payment, and the names and addresses of the proposed subcontractors. Where applicable, one copy of each bid received is to be furnished. On request, the Contractor shall provide information as to proposed subcontractors' experience and financial status. No subcontract may be entered into without Hercules' prior approval.

3.3 After Hercules indicates approval to proceed with any subcontract, the Contractor shall obtain execution thereof, using the approved form, and shall promptly deliver two executed copies to Hercules for its records.

3.4 For uniformity of its job accounting records, the Contractor shall issue a purchase order number for each such subcontract, for the purpose of processing billings therefor.

3.5 Irrespective of the type of subcontract (i.e., lump sum, cost-plus, or otherwise), all billings therefor shall be detailed as to the amounts for materials and labor applicable to each Hercules account affected. In addition, on cost-plus subcontracts, indirect charges, if any, are to be segregated from direct charges.

4.0 PURCHASE ORDERS

4.1 The Contractor shall issue written purchase orders, numbered serially, for all procurement of materials or services (excluding the Contractor's payroll) involving payment by the Contractor to third parties and reimbursement by Hercules to the Contractor. This shall include, but not be limited to, issuance of purchase orders for processing of payments for equipment rental, subcontracts, insurance premiums and similar items.

4.2 The Contractor shall obtain the prior approval of Hercules for purchase orders as required under the Contract. Such approval shall be indicated by signature of the Field Engineer on the Contractor's and Hercules' copies of each order.

4.3 Each purchase order shall be identified with the Hercules project subaccount(s) for which the expenditure involved is made. Accurate distribution to correct accounts is required. The Field Engineer will furnish the list of accounts to be used.

4.4 Each working day, the Contractor shall deliver to the Field Engineer, one copy of each purchase order issued that day. In addition, at the end of the job, the Contractor shall deliver a complete set of all purchase orders issued. A third copy is required for attachment to invoices, as specified below.

4.5 On or before the 5th calendar day of each month, the Contractor shall furnish in duplicate a tabulation of all open orders as of the end of the preceding month. The tabulation shall show the Contractor's order number, the total value (actual, if known, estimated, if not) of the order, the amount which has been included on reimbursement requests, and the amount remaining which will be included on future reimbursement requests.

5.0 REIMBURSEMENT REQUESTS

5.1 At the Contractor's option, reimbursement requests may be submitted weekly, bi-weekly, or monthly. In no event may the interval between billings for each category exceed one calendar month. Each reimbursement request shall clearly show Hercules' purchase order number.

5.2 Separate reimbursement requests in quadruplicate are to be submitted for each of the following categories.

5.2.1 Material purchases.

5.2.2 Payroll.

5.2.3 Subcontracts.

5.2.4 Fixed Fee.

5.3 Materials invoices should include and cover all materials, equipment, supplies, tools, rental equipment, and other expense for which a purchase order is issued, excluding Payroll, Subcontracts, and Fixed Fee.

5.3.1 Each materials invoice shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts, and a listing showing the Contractor's purchase order number, vendor's name, amount of reimbursement requested for each order, and the total for all orders on the invoice. The following shall be attached to the original of each materials invoice:

(a) One copy of each purchase order the first time reimbursement therefor is requested. Subsequent billings for any particular order need not be accompanied by additional copies.

(b) One copy of receiving slips, wherever applicable, each approved by the Field Engineer or his designated representative.

(c) One copy of vendor's invoice(s) to Contractor, accompanied by proof of payment.

5.4 Labor invoices should be submitted in quadruplicate. If desired, however, the Contractor may submit a separate invoice once each month for payroll expense items (i.e., taxes, unemployment insurance, fringe benefits, etc.).

5.4.1 Each labor invoice shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts. The following shall be attached to the original of each labor invoice:

(a) One copy of the payroll for the billing period concerned.

(b) Time sheets for all hours charged, each time sheet signed by Hercules' representative.

5.4.2 Payroll expenses, if billed separately, must clearly identify the periods and payrolls covered, and must conform with the schedule submitted in accordance with paragraph 2.4 above.

5.5 Subcontract invoices shall comprise a face sheet showing the distribution of the total charges to Hercules' project subaccounts, and a listing showing the Contractor's applicable purchase order numbers, the subcontractors names, the amount of reimbursement requested for materials and for labor for each Hercules project subaccount under each subcontract, and the totals for all subcontracts. One copy of subcontractors' invoices and proof of payment is to be attached to the original of each subcontract reimbursement request.

5.6 Fixed fee invoices shall include the Contractor's certification as to the percentage of the total Contract work completed at the end of the preceding calendar month, and the calculation showing the gross amount of fee earned, 90 percent thereof, the amount previously paid by Hercules, and the net amount then due.

December, 1950

RELEASE

The undersigned, for and in consideration of the sum of _____ Dollars
 (_____) to be paid to it by _____
 _____, said sum representing full and final payment
 for all original work, changed work and extra work performed under
 or in connection with the contract identified below, as well as
 all Fixed Fees paid or to be paid for such work, does hereby
 release and forever discharge _____
 (such term including its officers, employees and agents) from all
 liens, claims (e.g., for Fixed Fees or reimbursement of costs),
 actions and causes of actions which the undersigned has or may have
 against _____ with regard to the per-
 formance of said work.

Contract Identification

Contract E-010 Effective _____

Title: EXPAND FIBERS PLANT AT SPARTANBURG, SOUTH CAROLINA
FOR
HYSTRON FIBERS INCORPORATED

Related Purchase Order: _____

Further, the undersigned agrees to save and hold harmless
 _____ (1) from any and all liens and
 claims of all parties (including undersigned's officers, employees
 and agents) whatsoever engaged directly or indirectly by the under-
 signed for labor, material, service, or any other thing furnished
 by or through the undersigned for the performance of said work,
 and (2) from all actions, suits, and other proceedings whatsoever
 arising out of such liens or claims or from the performance of
 said work.

 By _____

Subscribed and sworn to before me this _____ day of
 _____, 19____.

 Notary Public

NON-DISCLOSURE AGREEMENT

Recognizing the fact that Daniel Construction Company is engaged in the construction of industrial plants and facilities for manufacturing companies whose businesses involve experimental and inventive work and that my employment with Daniel Construction Company will include an assignment involving the construction of a polyester fibers manufacturing plant for Hystron Fibers Incorporated; in consideration of my employment I hereby agree that at all times, both during my employment and after the termination of my employment, I will keep secret all processes, inventions, trade secrets, technical "know-how" and formulas relating to polyester fibers manufacture and plant design made known to me by Daniel Construction Company or Hystron Fibers Incorporated or any officers or employees of either or learned by me while in the employ of Daniel Construction Company and assigned to the work of Hystron Fibers Incorporated, and that I will not disclose or make known any of them or anything relating to them to any person, firm, or corporation except as authorized in the course of my employment on work for Hystron Fibers Incorporated.

I further agree that any subsequent change or changes in my employment or in the duties, salary or compensation of my employment shall not in any way affect the validity of this agreement or my obligations hereunder.

I hereby expressly do state that I intend to be legally bound to Hystron Fibers Incorporated by this agreement and all the terms and conditions hereof.

ATTEST:

Dorothy J King

Date

DANIEL CONSTRUCTION COMPANY

By *[Signature]*

Date 8/4/69



DANIEL ENGINEERS
A DIVISION OF DANIEL CONSTRUCTION COMPANY, INC.
DANIEL BUILDING
GREENVILLE, SOUTH CAROLINA 29602
803/242.5900

ENGINEERING CONTRACT

THIS AGREEMENT made the 1st day of May 1970 by and between Daniel Engineers, a Division of Daniel Construction Company, Inc., hereinafter called "Daniel," and Hystron Fibers Incorporated, hereinafter called "the Owner,"

WITNESSETH

Daniel will employ all personnel (including registered engineers and architects) necessary to provide the engineering services hereinafter described in connection with the construction of a Filament V facility at the Owner's site in Spartanburg, South Carolina.

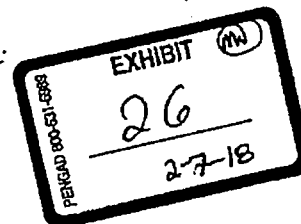
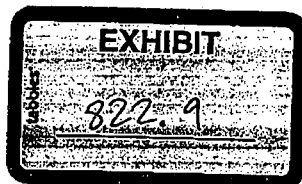
I. SCOPE OF WORK

Scope of work consists of Daniel performing sufficient engineering, purchasing and expediting functions to permit Daniel to construct the Filament V facility, provided, however:

- (a) basic machinery layout and process design will be performed by the Owner and necessary drawings and information required to complete the work will be furnished by the Owner to Daniel for use by Daniel personnel in providing supporting engineering and design; the Owner accepts full responsibility for process concepts and design;
- (b) basic design functions by Daniel will exclude instrumentation and process work;
- (c) payment to vendors for materials, equipment, or services purchased under this contract shall not be an obligation of Daniel under this contract.

The specific areas of responsibility are designated by account numbers and are as follows:

Page 1 of 10



7/13-7/14/20

see

ACCOUNTDESIGNPURCHASING2015 Filament Spinning & Mech. Equip. Room

3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building *	Daniel	Daniel
- Process	Owner	Owner
6 - Piping - Building	Daniel	Daniel
- Process	Owner	Owner
7 - Electrical	Daniel	Daniel
8 - Instrumentation	Owner	Owner
9 - Fire Protection	Daniel	Daniel

2016 Filament Pack, Sort, Drawtwist & Cart Storage

3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel
8 - Instrumentation	Owner	Owner
9 - Fire Protection	Daniel	Daniel

8101 Administration Office

3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel

8103 Small Scale Production Equipment

5 - A & E	Owner	Owner
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8104 Chemical Laboratory

5 - A & E	Owner	Owner
-----------	-------	-------

8106 Technical Service Laboratory

5 - A & E	Owner	Owner
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R.T.H. - 7/16/70

acc
7-13-70

ACCOUNT

DESIGN

PURCHASING

8107 Shops and Stores

3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel
- Process	Owner	Owner
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel

8111 Change Houses, Vendeteria, Offices

3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel
9 - Fire Protection	Daniel	Daniel

8115 Filament-Physical Test Laboratory

5 - A & E	Owner	Owner
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8113 Guard House

3 - Foundation	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel

8131 Maintenance Office

3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel

8132 Metal Fabrication Shop

3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel

Handwritten: R. P. M. - 7/16/70
R. P. C.

<u>ACCOUNT</u>	<u>DESIGN</u>	<u>PURCHASING</u>
8132 5 - A & E - Building (cont.) - Process	Daniel Owner	Daniel Owner
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel
 8133 <u>Instrument & Electric (Maint. Shop)</u>		
3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building - Process	Daniel Owner	Daniel Owner
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel
 <u>Cylinder Storage Building</u>		
3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel
 8501 <u>Boiler and Compressor House</u>		
3 - Foundations	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel
6 - Piping - Building	Daniel	Daniel
7 - Electrical	Daniel	Daniel
8 - Instrumentation	Daniel	Daniel
 8526 <u>Substation #4 (Process Area)</u>		
7 - Electrical	Daniel	Daniel
 8535 <u>High Voltage Switchgear</u>		
7 - Electrical	Daniel	Daniel
 8537 <u>Substation #15 (A/C Exist. Mech. Equip. Room)</u>		
3 - Foundation	Daniel	Daniel
7 - Electrical	Daniel	Daniel

RFV-7/14/70
RCC
7-12-70

<u>ACCOUNT</u>	<u>DESIGN</u>	<u>PURCHASING</u>
8538 <u>Substation #16 (Process-Filament)</u>		
7 - Electrical	Daniel	Daniel
8539 <u>Substation #17 (A/C Filament)</u>		
7 - Electrical	Daniel	Daniel
8540 <u>Substation #10 (Shops Area)</u>		
3 - Foundation	Daniel	Daniel
7 - Electrical	Daniel	Daniel
8606 <u>Cooling Tower #2 - Filament</u>		
2 - Basin	Daniel	Daniel
5 - A & E	Daniel	Daniel
6 - Piping	Daniel	Daniel
7 - Electrical	Daniel	Daniel
9 - Fire Protection	Daniel	Daniel
8 - Instrumentation	Owner	Owner
8607 <u>Cooling Tower #1 - Filament Area</u>		
2 - Basin	Daniel	Daniel
5 - A & E	Daniel	Daniel
6 - Piping	Daniel	Daniel
7 - Electrical	Daniel	Daniel
9 - Fire Protection	Daniel	Daniel
8646 <u>Fire Water Pump House</u>		
5 - A & E	Daniel	Daniel
6 - Piping	Daniel	Daniel
7 - Electrical	Daniel	Daniel
8647 <u>Hose Houses</u>		
3 - Foundation	Daniel	Daniel
4 - Building	Daniel	Daniel
5 - A & E - Building	Daniel	Daniel

R.P.M. - 7/16/70

RC

7-13-70

ACCOUNTDESIGNPURCHASINGOutside Lines

8701	Steam	Daniel	Daniel
8702	Electrical	Daniel	Daniel
8703	Telephone	Daniel	Daniel
8704	Gas	Daniel	Daniel
8705	Water (Cooling and Service)	Daniel	Daniel
8706	Fire Water	Daniel	Daniel
8708	Fuel Oil	Daniel	Daniel
8710	Air	Daniel	Daniel
8711	Storm Sewer and Drain	Daniel	Daniel
8712	Pipe Supports	Daniel	Daniel
8721	Industrial Sewers	Daniel	Daniel
8800	Process (Max. value \$1,000)	Daniel	Daniel
9302	<u>Chip Storage Bins - (Cell)</u>		
	5 - A & E - Bin	Daniel	Daniel
	- A & E - Miag	Owner	Owner
	8 - Instrumentation - Bin	Owner	Owner
	- Miag	Owner	Owner
	7 - Electrical	Daniel	Daniel
	6 - Piping - Miag	Owner	Owner
9310	<u>Warehouse - Filament</u>		
	3 - Foundations	Daniel	Daniel
	4 - Building	Daniel	Daniel
	5 - A & E - Building	Daniel	Daniel
	6 - Piping - Building	Daniel	Daniel

R.P.H. - 7/16/70
 REC

ACCOUNT

DESIGN

PURCHASING

9310 7 - Electrical
(cont.) 9 - Fire Protection

Daniel
Daniel

Daniel
Daniel

9314 Chips Storage Bins (Cigar) (Filament)

3 - Foundations
5 - A & E - Bins
 - Miag
6 - Piping - Bins
 - Miag
7 - Electrical
8 - Instrumentation - Bins
 - Miag

Daniel
Daniel
Owner
Owner
Owner
Daniel
Owner
Owner

Daniel
Daniel
Owner
Daniel
Owner
Daniel
Owner
Owner

9541 Roads

Daniel

Daniel

9542 Plant Fence

Daniel

Daniel

9543 Parking Area

Daniel

Daniel

9544 Gravel Blanket

Daniel

Daniel

9545 Landscaping

Daniel

Daniel

9570 Walks

Daniel

Daniel

9700 Furniture and Fixtures

Owner

Owner

9701 Extra Machinery

Owner

Owner

9704 Portable Materials, Handling Equipment

Owner

Owner

9911 Dismantling and Moving

Daniel

None

9912 Cleaning and Grading

Daniel

Daniel

* A & E - Apparatus & Equipment

R.P.H. - 7/14/70
RC

II. BASIS FOR PAYMENT

Daniel will be paid on the basis of the "Cost of Actual Time Spent" by all of its personnel engaged on the project (Item A below), plus expenses described in Item B below.

A. "Cost of Actual Time Spent" is defined to include the actual time spent by engineers, architects, designers, draftsmen, checkers, specification writers, engineering stenographers and clerks, chief estimator, estimator, cost engineer, purchasing agent, accountant, buyer - expediter - inspector, systems analysts, programmer, or other persons who are assigned to this project, for the time during which they are actually engaged in this work and for paid legal holidays and vacation pay occurring during the progress of said work, including that portion chargeable to this project of the time spent by the Chief Engineer and the Chief Architect. Rates shall be in accordance with the attached Rate Schedule A. The basic engineering staff shall be assigned to the project on a minimum 40-hour week with specialists assigned on an as-needed basis.

B. Expenses are defined as all costs of supplies used, blueprints and other reproductions, traveling and subsistence expenses, long distance communications, mailing expenses, renderings, models and photographs, and all other costs properly incurred in the performance of the work, including fees and invoices paid to consultants and/or firms engaged for specialized services such as surveys and engineering for site preparation and soil borings.

C. The budgeted total estimated amount for engineering is \$760,000, broken down as follows:

1)	Engineering personnel	\$342,500
2)	Overhead at 77% of total personnel costs	263,725
3)	Expenses	75,000
		<u>\$681,225</u>
4)	Fixed fee at 23% of total personnel costs	78,775
		<u>\$760,000</u>

The fixed fee shall be equitably adjusted in the event the budgeted total personnel costs of \$342,500 are overrun or underrun by more than 15%.

R.F.M. - 7/16/70

acc

7-13-70

The budgeted total estimated amount for the purchasing cost is \$70,000, broken down as follows:

1)	Purchasing personnel	\$35,000
2)	Overhead at 77% of total purchasing personnel costs	<u>26,950</u>
		\$61,950
3)	Fixed fee at 23% of total personnel costs	<u>8,050</u>
		\$70,000

The fixed fee shall be equitably adjusted in the event that the estimated dollar amount of purchasing (\$3,000,000) is overrun or under-run by more than 15%. Daniel shall submit to the Owner all bids for approval before issuing purchase orders.

III. CONFIDENTIALITY AGREEMENT

The Confidentiality Agreement (designated Attachment A, Sheets 1 and 2), dated May 1, 1970, is to be a part of this contract.

IV. PAYMENT

Payment of the fixed fee shall be made in four equal installments, each at the time one-fourth of the total engineering work is completed.

The Owner may retain 10% of each quarterly fee billing. This retainage shall be payable at the conclusion of the engineering or upon final acceptance of the engineering by the Owner.

Request for payment will be made monthly for the full amount of labor and other items of cost enunciated in II-A and II-B above. Applications for payments will be supported by copies of invoices and a list of personnel with the time spent on the project. Request for payment will be forwarded to the Owner on or before the 15th of each month and payment will be made by the Owner to Daniel on or before the 30th of each month.

R.A. 7/16/70
T.C.C.
- 12 70

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

WITNESS:

Brenda Chapman

DANIEL ENGINEERS, a Division of
DANIEL CONSTRUCTION COMPANY, INC.

By

Title

[Signature]
Vice Pres. & Gen. Mgr.

WITNESS:

[Signature]

HYSTRON FIBERS INCORPORATED

By

Title

Paul F. Furr
Vice Pres. Operations

R.F.M. - 7/16/70
see
7-13-70

April 15, 1970

HYSTRON FIBERS INCORPORATED
FILAMENT V
DANIEL ENGINEERS
a Division of
DANIEL CONSTRUCTION COMPANY, INC.
April 1, 1969
(Revised January 15, 1970)

RATE SCHEDULE A

<u>POSITION</u>	<u>RATE</u>
Project Manager	11.50
Project Engineer	11.00
Construction Engineer (Manager)	11.00
Architects & Site Analysts	8.25
Engineers (Mechanical, Electrical, Civil, Planning)	8.25
Instrument Engineer	8.50
Chemical Engineer	8.50
Senior Designer & Artist	7.50
Designer	6.00
Senior Draftsman	5.25
Draftsman	4.50
Chief Estimator	9.50
Estimator	6.50
Cost Engineer	6.50
Purchasing Agent	7.00

Page 1 of 4

R.L.H. - 2/16/70
RLC
7.12.70

Daniel CGSmith 02666 **3347**

RATE SCHEDULE A

POSITION

RATE

Buyer - Expediter - Inspector

6.00

Accountant

7.00

Systems Analysts

10.00

Programmer

9.00

Clerical

3.25

Secretarial

3.00

To the above rates, add a multiplier of .77 to include overhead.

(See Pages 3 of 4 and 4 of 4.)

R. L. Smith 11/1/70
RLC

April 15, 1970

RATE SCHEDULE AMETHOD OF CHARGING FOR ENGINEERING SERVICES

We charge for our home or branch office employees, whether in the office or in the field, on an hourly basis, for each individual used on your project. The base hourly rate will be multiplied by a .77 factor to cover the following overhead items.

1. Compensation Insurance
2. Federal Insurance Contribution Act
3. State Unemployment Insurance
- * 4. Vacation and Holiday Pay
5. Hospitalization Insurance
6. Administrative Supervision
7. Liability and Other Insurance
8. Sick Leave
9. Rent and Building Maintenance
10. Local Phone Calls
11. Light, Heat, Power and Water
12. Amortization and Maintenance of Office Furniture and Equipment
13. Purchasing of Supplies for Engineering Personnel
14. General Office and Operating Supplies
15. Pre-Contract Cost and Preparation of Standards
16. Corporate (Non-Project) Accounting, Auditing, Legal
17. General Taxes (except Federal) and Licenses
18. Personnel Recruiting
19. Professional Dues and Subscriptions

We also charge for our direct costs, with no overhead, for the following items where required for your project.

1. Travel Expense
2. Living Expenses Away from Our Office for Any of Our Personnel
3. Long-Distance or Toll Telephone Calls
4. Telegrams and Teletype
5. Any Special Forms or Printing
6. The Cost of Tracing Paper, Tracings, Autopositives, Blueprints or Other Reproductions, and Postage
7. Car Mileage at 12¢ Per Mile

R.C.M.-7/16/70
 A.C.C.
 7-12-70

RATE SCHEDULE AMethod of Charging for Engineering Services

8. Computer Machine Time Charges
9. Special Legal Service
10. Engineering or Other Consultants
- ** 11. Rent of Offices

Administration and general supervision of management are included within the above described overhead charge. However, for the professional services of Daniel Construction Company Division Managers; Robert L. Carter, Corporate Director of Engineering; R. D. Wilroy, Assistant Director of Engineering; S. C. Sarratt, Assistant Director of Engineering; Wilfred Jones, Director of Corporate Projects; and Harry H. Payne, Consulting Architect, a separate flat rate of \$30.00 per hour will be charged whenever their services are concerned exclusively with the estimating and project evaluation and final judgments or recommendations.

Where a job is on a tight schedule or crash program, we do not charge a premium for overtime. Overtime is charged at straight time rates.

We keep accurate records which are subject to your audit at any time. We bill twice monthly, listing the individuals who have worked on the project, their classification, and number of hours worked. We also bill twice monthly for any reimbursable charges.

* Where individuals are assigned to a project on a minimum 40-hour week or for the duration of the job, the paid legal holidays and vacations shall be a cost to the project.

** To cover cost of office space other than Daniel Corporate/Division/Sales Offices.

Rev. 7/16/70
JLc
7.17.70

ATTACHMENT A

May 1, 1970

CONFIDENTIALITY AGREEMENT

GENERAL

In consideration of the fact that Hystron Fibers Incorporated, or a subsidiary or affiliated company thereof, will furnish Daniel Construction Company, Inc. (hereinafter called "Daniel") with appropriate information for Daniel to construct a plant for Hystron Fibers Incorporated for the production of polyester fibers.

A. Daniel agrees to retain in confidence and not to disclose to others information disclosed by Hystron Fibers Incorporated,

except:

- 1) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this agreement by Daniel;
- 2) information which Daniel can show by competent proof was in its possession at the time of disclosure by Hystron Fibers Incorporated;
- 3) information which Daniel receives from third parties in the absence of a secrecy agreement.

B. Daniel agrees that it will not use, either for the sole benefit of itself, or for third parties, information which it is required hereunder to retain in confidence, without the prior written permission of Hystron Fibers Incorporated.

C. Daniel agrees to return all such information immediately following any formal request by Hystron Fibers Incorporated to return such information.

Rev. 6/70

Page 1 of 2.

REC-7/16/70

YCC

Daniel CGSmith 02670 **3351**

Attachment A
May 1, 1970

Confidentiality Agreement

- D. Daniel's obligations under this agreement shall expire on the tenth anniversary of the effective date of this agreement, unless covered by an existing patent. Thereafter, Hyston Fibers Incorporated agrees that it will make no claim against Daniel with respect to the use of information disclosed by Hyston Fibers Incorporated to Daniel.
- E. Daniel shall cause any subsidiary of Daniel and any Engineering sub-contractor to comply with the terms hereof.

DANIEL ENGINEERS, a Division of
DANIEL CONSTRUCTION COMPANY, INC.

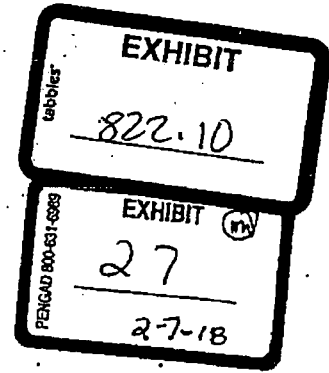
By Robert H. Carter

Date 7-13-70

Handwritten:
D. H. 7/16/70
RHC



DANIEL ENGINEERS
DIVISION OF DANIEL CONSTRUCTION COMPANY, INC.
DANIEL BUILDING
GREENVILLE, SOUTH CAROLINA 29602
803/242-5900



ENGINEERING CONTRACT

THIS AGREEMENT, made the 28th day of May, 1970 by and between Daniel Engineers, a Division of Daniel Construction Company, Inc., hereinafter called "Daniel", and Hystron Fibers Incorporated, hereinafter called "the Owner",

WITNESSETH

Daniel will employ all personnel (including registered engineers and architects) necessary to provide the engineering services hereinafter described at the Owner's facility in Spartanburg, South Carolina.

I. SCOPE OF WORK

Scope of work consists of Daniel performing sufficient engineering functions to allow the Owner to obtain competitive or negotiated bids from equipment manufacturers and/or material suppliers for modifications or changes to existing structures and/or equipment as said modifications or changes are required for Construction by the Owner's and/or Daniel's forces.

Basic machinery layout and process design will be performed by the Owner and necessary drawings and information required to complete the work will be furnished by the Owner to Daniel for use by Daniel personnel in providing supporting engineering and design; the Owner accepts full responsibility for process concepts and design.

~~Payment to vendors for materials, equipment or services purchased under this Contract shall not be an obligation of Daniel under this Contract.~~

The Owner shall provide Daniel with sufficient information to permit Daniel to propose an estimate of engineering costs, based on estimated engineering and drafting manhours and current rate schedules. Upon approval of the cost estimate by the Owner, the Owner shall assign an Account Number for the work and authorize Daniel to proceed.

7/11/70

DE

7-17-70

II. BASIS FOR PAYMENT

Daniel will be paid on the basis of the "Cost of Actual Time Spent" by all of its personnel engaged on the project (Item A below), plus expenses described in Item B below.

A. The Cost of Actual Time Spent is defined to include the actual time spent by engineers, architects, designers, draftsmen, checkers, specifications writers, engineering stenographers and clerks or other persons who are assigned to the work, for the time during which they are actually engaged in this work and for paid legal holidays occurring during the progress of said work, including that portion chargeable to the work of the time spent by the Chief Engineer and the Chief Architect. Rates for each task for which an Account Number is assigned shall be in accordance with the latest approved Rate Schedule A. The current Rate Schedule A is attached. Rate Schedule revisions shall be subject to approval by the Owner.

B. Expenses are defined as all costs of supplies used, blueprints and other reproductions, traveling and subsistence expenses, long distance communications, mailing expenses, renderings, models and photographs, and all other costs properly incurred in the performance of the work, including fees and invoices paid to consultants and/or firms engaged for specialized services such as surveys and engineering for site preparation, soil borings and waste disposal facilities.

III. CONFIDENTIALITY AGREEMENT

The Confidentiality Agreement (designated Attachment A, Sheets 1 and 2) dated May 1, 1970, and attached to the Engineering Contract entered into on May 1, 1970 between the parties hereto is hereby made a part hereof by this reference thereto.

IV. PAYMENT

Payments will be made monthly for the full amount of labor and other items of costs enunciated above. Applications for payments will be supported by copies of invoices and a list of personnel with the time spent on the project. Payment will be made within ten days after submittal.

R.P.V. - 7/16/70
JLC
7-13-70

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

WITNESS:

DANIEL ENGINEERS, A Division of
DANIEL CONSTRUCTION COMPANY, INC.

Brenda Hayes

By Robert L. Carlin

Title Director of Engineering

WITNESS:

HYSTRON FIBERS INCORPORATED

R. L. Monahan

By Paul F. Furse

Title Vice Pres. Operations

2012-7/16/70

RLC

7-13-70

DANIEL ENGINEERS
a Division of
DANIEL CONSTRUCTION COMPANY, INC.
April 1, 1969
(Revised January 15, 1970)

RATE SCHEDULE A

<u>POSITION</u>	<u>RATE</u>
Project Manager	11.50
Project Engineer	11.00
Construction Engineer (Manager)	11.00
Architects & Site Analysts	8.25
Engineers (Mechanical, Electrical, Civil, Planning)	8.25
Instrument Engineer	8.50
Chemical Engineer	8.50
Senior Designer & Artist	7.50
Designer	6.00
Senior Draftsman	5.25
Draftsman	4.50
Chief Estimator	9.50
Estimator	6.50
Cost Engineer	6.50
Purchasing Agent	7.00

R.P.M.-7/16/70
Rlc
7-13-70

RATE SCHEDULE A

METHOD OF CHARGING FOR ENGINEERING SERVICES

We charge for our home or branch office employees, whether in the office or in the field, on an hourly basis, for each individual used on your project. The base hourly rate will be multiplied by a 2.00 factor to cover the following overhead items.

1. Compensation Insurance
2. Federal Insurance Contribution Act
3. State Unemployment Insurance
4. Vacation and Holiday Pay
5. Hospitalization Insurance
6. Administrative Supervision
7. Liability and Other Insurance
8. Sick Leave
9. Rent and Building Maintenance
10. Local Phone Calls
11. Light, Heat, Power and Water
12. Amortization and Maintenance of Office Furniture and Equipment
13. Purchasing of Supplies for Engineering Personnel
14. General Office and Operating Supplies
15. Pre-Contract Cost and Preparation of Standards
16. Corporate (Non-Project) Accounting, Auditing, Legal
17. General Taxes (except Federal) and Licenses
18. Personnel Recruiting
19. Professional Dues and Subscriptions

We also charge for our direct costs, with no overhead, for the following items where required for your project.

1. Travel Expense
2. Living Expenses Away from Our Office for Any of Our Personnel
3. Long Distance or Toll Telephone Calls
4. Telegrams and Teletype
5. Any Special Forms or Printing
6. The Cost of Tracing Paper, Tracings, Autopositives, Blueprints or Other Reproductions, and Postage
7. Car Mileage at 12¢ Per Mile

R.P.L. 7/14/70
KLC
7-13-70

RATE SCHEDULE A

Method of Charging for Engineering Services

- 8. Computer Machine Time Charges
- 9. Special Legal Service
- 10. Engineering or Other Consultants
- * 11. Rent of Offices

Administration and general supervision of management are included within the above described overhead charge. However, for the professional services of Daniel Construction Company Division Managers; Robert L. Carter, Corporate Director of Engineering; R. D. Wilroy, Assistant Director of Engineering; S. C. Sarratt, Assistant Director of Engineering; Wilfred Jones, Director of Corporate Projects; and Harry H. Payne, Consulting Architect, a separate flat rate of \$30.00 per hour will be charged whenever their services are concerned exclusively with the estimating and project evaluation and final judgments or recommendations.

Where a job is on a tight schedule or crash program, we do not charge a premium for overtime. Overtime is charged at straight time rates.

We keep accurate records which are subject to your audit at any time. We bill twice monthly, listing the individuals who have worked on the project, their classification, and number of hours worked. We also bill twice monthly for any reimbursable charges.

- * To cover cost of office space other than Daniel Corporate/Division/Sales Offices.

R. L. Wilroy - 7/16/70
RLC
7-13-70

PURCHASE ORDER

HYSTRON FIBERS
 INCORPORATED
 INTERSTATE 85 NEAR ROAD 57
 SPARTANBURG, SOUTH CAROLINA

P.O. DATE			PURCHASE ORDER NUMBER					ALT. DATE			SHIP DATE			VENDOR CODE		REQ/MTL LIST NO.		EST. PAY DATE			TERM CODE
MO.	DAY	YR.	LOC.	SER. NO.	MO.	ALT.	BUYER	MO.	DAY	YR.	MO.	DAY	YR.					MO.	DAY	YR.	
6	11	70	47	5834	01	00	1				N/A			190500-005		47-90018-29		N/A			

VENDOR
 Daniel Construction Company
 Daniel Building
 Greenville, South Carolina

MAIL ACKNOWLEDGMENT AND THREE COPIES OF YOUR INVOICE TO:
 HYSTRON FIBERS INCORPORATED
 PURCHASING DEPARTMENT
 POST OFFICE BOX 5887
 SPARTANBURG, SOUTH CAROLINA 29301

TERMS	FOB POINT	SHIP VIA	DELIVER TO	ORIGINATOR
See Below	N/A	N/A	N/A	J. M. Botsford

ITEM REF.	DESCRIPTION	STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>HYSTRON STEP III - STAPLE WORK CONSTRUCTION CONTRACT E-010</p> <p>Reimbursable costs submitted in accordance with Article 7 of Contract E-010 between Daniel and Hystron, and for payment of Contractor's fixed fee as provided in Article 8 of the Contract. Payment of reimbursable costs is due within 15 days following receipt of invoices.</p> <p>Estimated total reimbursable costs for this project is \$3,000,000, excluding contractor's fixed fee.</p> <p>Contractor's fixed fee is \$165,000 which is subject to adjustment only if the total amount reimbursed is less than \$2,500,000 or more than \$3,450,000 in which event the fee will be decreased or increased, as the case may be, in an amount equal to 5% of the difference between the amount actually spent and the applicable one of those limits. All payments of fixed fee will be made in accordance with Article 8 of Contract E-010 between Daniel and Hystron. A separate invoice for fixed fee is required.</p> <p>Fixed Fee Cost for the projects shall be charged to the following accounting charges: 700-90018-9941-0 Contractors Fee.</p> <p>Detail account codes will be furnished contractor by the field engineer.</p> <p align="center"><u>CONTINUED</u></p>					
TOTAL						

EXHIBIT
 822, 11

EXHIBIT (M)
 28
 2-7-18

Any South Carolina Sales or use tax due will be paid direct by Purchaser under State Permit No. 6329-(19). Do not include Sales Tax or use tax on your invoice.

THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING.

HYSTRON FIBERS
 INCORPORATED

BY [Signature]
 AUTHORIZED SIGNATURE

PURCHASE ORDER CONTINUATION

INCORPORATED
 INTERSTATE 85 NEAR ROAD 57
 SPARTANBURG, SOUTH CAROLINA

P. O. DATE			PURCHASE ORDER NUMBER				ALT. DATE			SHIP DATE			VENDOR CODE	VENDOR NAME
MO.	DAY	YR.	LOC.	SER. NO.	MO.	ALT.	BUYER	MO.	DAY	YR.	MO.	DAY	YR.	
6	11	70	47	5834	01	00	1				N/A			190500-005 Daniel Construction Co

ITEM REF.	DESCRIPTION	STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE	AMOUNT														
	<p>The above mentioned contract E-010, originally issued for Step III, Filament, will be used as a working document for Step III, Staple except for fee payments as specified above and the fee payments schedule as listed below:</p> <p>Fee Payments:</p> <table> <tr> <td>March 31, 1970</td> <td>25,000</td> </tr> <tr> <td>June 30, 1970</td> <td>25,000</td> </tr> <tr> <td>Sept. 30, 1970</td> <td>25,000</td> </tr> <tr> <td>Dec. 31, 1970</td> <td>25,000</td> </tr> <tr> <td>March 31, 1971</td> <td>25,000</td> </tr> <tr> <td>June 30, 1971</td> <td>25,000</td> </tr> <tr> <td>Project Completion</td> <td>15,000</td> </tr> </table> <p>NOTE:</p> <p>Hercules' Wilmington Engineering Department will assume responsibility for distinguishing Bond Issue from Non-Bond Issue items to the extent required by Hyston. This is of no direct concern to the contractor.</p>	March 31, 1970	25,000	June 30, 1970	25,000	Sept. 30, 1970	25,000	Dec. 31, 1970	25,000	March 31, 1971	25,000	June 30, 1971	25,000	Project Completion	15,000					
March 31, 1970	25,000																			
June 30, 1970	25,000																			
Sept. 30, 1970	25,000																			
Dec. 31, 1970	25,000																			
March 31, 1971	25,000																			
June 30, 1971	25,000																			
Project Completion	15,000																			
TOTAL																				

2. VENDOR'S COPY

Daniel CGS **3360**

PURCHASE ORDER

INCORPORATED
 INTERSTATE 85 NEAR ROAD 57
 SPARTANBURG, SOUTH CAROLINA

P.D. DATE			PURCHASE ORDER NUMBER				ALT. DATE			SHIP DATE			VENDOR CODE		REQ/MTL LIST NO.		EST. PAY DATE			TERM CODE	
MO.	DAY	YR.	LOC.	SER. NO.	MO.	ALT.	BUYER	MO.	DAY	YR.	MO.	DAY	YR.					MO.	DAY	YR.	
6	11	70	47	5835	01	00	1				N/A			190500-005		47-90020-29		N/A			

VENDOR
 Daniel Construction Company
 Daniel Building
 Greenville, South Carolina

MAIL ACKNOWLEDGMENT AND THREE COPIES OF YOUR INVOICE TO:
 HYSTRON FIBERS INCORPORATED
 PURCHASING DEPARTMENT
 POST OFFICE BOX 5887
 SPARTANBURG, SOUTH CAROLINA 29301

TERMS	FOB POINT	SHIP VIA	DELIVER TO	ORIGINATOR
See Below	N/A	N/A	N/A	J. M. Botsford

ITEM REF.	DESCRIPTION	STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>HYSTRON STEP IV - FILAMENT WORK CONSTRUCTION CONTRACT E-010</p> <p>Reimbursable costs submitted in accordance with Article 7 of Contract E-010 between Daniel and Hystron, and for payment of Contractor's fixed fee as provided in Article 8 of the Contract. Payment of reimbursable costs is due within 15 days following receipt of invoices.</p> <p>Estimated total reimbursable costs for this project is \$3,636,000, excluding contractor's fixed fee.</p> <p>Contractor's fixed fee is \$200,000 which is subject to adjustment only if the total amount reimbursed is less than \$3,091,000 or more than \$4,182,000 in which event the fee will be decreased or increased, as the case may be, in an amount equal to 5% of the difference between the amount actually spent and the applicable one of those limits. All payments of fixed fee will be made in accordance with Article 8 of Contract E-010 between Daniel and Hystron. A separate invoice for fixed fee is required.</p> <p>Fixed Fee Cost for the projects shall be charged to the following accounting charges: 700-90020-9941-0 Contractors Fee.</p> <p>Detail account codes will be furnished contractor by the field engineer.</p>					
CONTINUED						
TOTAL						

Any South Carolina Sales or use tax due will be paid direct by Purchaser under State Permit No. 6329(19). Do not include Sales Tax or use tax on your invoice.

THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING.

BY 
 H. D. MUSREY
 AUTHORIZED SIGNATURE

2. VENDOR'S COPY.

Daniel CGS **3361**

MYSTIKON FIBERS

INCORPORATED
INTERSTATE 85 NEAR ROAD 57
SPARTANBURG, SOUTH CAROLINA

PURCHASE ORDER CONTINUATION

P. O. DATE			PURCHASE ORDER NUMBER				ALT. DATE			SHIP DATE			VENDOR CODE		VENDOR NAME	
MO.	DAY	YR.	LOC.	SER. NO.	MO.	ALT.	BUYER	MO.	DAY	YR.	MO.	DAY	YR.			
6	11	70	47	5835	01	00	1				N/A			190500-005	Daniel Construction C	

ITEM REF.	DESCRIPTION	STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE	AMOUNT																				
	<p>The above mentioned contract E-010, originally issued for Step III, Filament, will be used as a working document for Step IV, Filament except for fee payments as specified above and the fee payments schedule as listed below.</p> <p>Fee payments:</p> <table style="margin-left: 20px;"> <tr> <td>September 30, 1970</td> <td>30,000</td> <td>30</td> </tr> <tr> <td>December 31, 1970</td> <td>30,000</td> <td></td> </tr> <tr> <td>March 31, 1971</td> <td>30,000</td> <td></td> </tr> <tr> <td>June 30, 1971</td> <td>30,000</td> <td>120</td> </tr> <tr> <td>September 30, 1971</td> <td>30,000</td> <td></td> </tr> <tr> <td>December 31, 1971</td> <td>30,000</td> <td></td> </tr> <tr> <td>Project Completion</td> <td>20,000</td> <td>56</td> </tr> </table>	September 30, 1970	30,000	30	December 31, 1970	30,000		March 31, 1971	30,000		June 30, 1971	30,000	120	September 30, 1971	30,000		December 31, 1971	30,000		Project Completion	20,000	56				
September 30, 1970	30,000	30																								
December 31, 1970	30,000																									
March 31, 1971	30,000																									
June 30, 1971	30,000	120																								
September 30, 1971	30,000																									
December 31, 1971	30,000																									
Project Completion	20,000	56																								
TOTAL																										

$\frac{600}{100}$

$\frac{200}{1000}$

HYSTRON FIBERS
 INCORPORATED
 INTERSTATE 85 NEAR ROAD 57
 SPARTANBURG, SOUTH CAROLINA

PURCHASE ORDER

P.O. DATE			PURCHASE ORDER NUMBER					ALT. DATE			SHIP DATE			VEHOUR CODE	REQ/MTL LIST NO.	EST. PAY DATE			TERM
MO.	DAY	YR.	LOC.	SER. NO.	MO.	ALT.	BUYER	MO.	DAY	YR.	MO.	DAY	YR.			MO.	DAY	YR.	COO
6	11	70	47	2162	06	00	1							190500-005	3	N/A			

VENDOR

Daniel Construction Company
 Daniel Building
 Greenville, South Carolina

MAIL ACKNOWLEDGMENT AND THREE COPIES OF YOUR INVOICE TO:

HYSTRON FIBERS INCORPORATED
 PURCHASING DEPARTMENT
 POST OFFICE BOX 5887
 SPARTANBURG, SOUTH CAROLINA 29301

TERMS	FOB POINT	SHIP VIA	DELIVER TO	ORIGINATOR
See Below	N/A	N/A	N/A	J. M. Botsford


ITEM REF.	DESCRIPTION	STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>HYSTRON STEP V - FILAMENT WORK CONSTRUCTION CONTRACT E-010</p> <p>Reimbursable costs submitted in accordance with Article 7 of Contract E-010 between Daniel and Hystron, and for payment of Contractor's fixed fee as provided in Article 8 of the Contract. Payment of reimbursable costs is due within 15 days following receipt of invoices.</p> <p>Estimated total reimbursable costs for this project is \$8,818,000, excluding contractor's fixed fee.</p> <p>Contractor's fixed fee is \$485,000 which is subject to adjustment only if the total amount reimbursed is less than \$7,495,000 or more than \$10,141,000 in which event the fee will be decreased or increased, as the case may be, in an amount equal to 5 1/2% of the difference between the amount actually spent and the applicable one of those limits. All payments of fixed fee will be made in accordance with Article 8 of Contract E-010 between Daniel and Hystron. A separate invoice for fixed fee is required.</p> <p>Fixed Fee Cost for the projects shall be charged to the following accounting charges: 700-90024-9941-0 Contractors Fee</p> <p>Detail account codes will be furnished contractor by the field engineer.</p> <p align="center"><u>CONTINUED</u></p>					

Any South Carolina Sales or use tax due will be paid direct by Purchaser under State Permit No. 6327-117.

Do not include Sales Tax
TOTAL use tax on your invoice.

THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING.

HYSTRON FIBERS
 INCORPORATED

BY: 
 AUTHORIZED SIGNATURE
 H. D. HUGGINS
 Daniel Construction Company

2 VENDOR'S COPY

3363

INCORPORATED
 INTERSTATE 85 NEAR ROAD 57
 SPARTANBURG, SOUTH CAROLINA

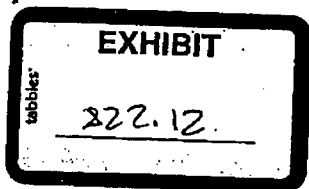
PURCHASE ORDER CONTINUATION

P. O. DATE			PURCHASE ORDER NUMBER				ALT. DATE			SHIP DATE			VENDOR CODE		VENDOR NAME	
MO.	DAY	YR.	LOC.	SER. NO.	MO.	ALT.	BUYER	MO.	DAY	YR.	MO.	DAY	YR.			
6	11	70	47	2162	06	00	1				N/A			190500-005	Daniel Construction Co	

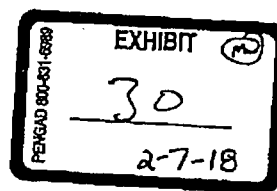
ITEM REF.	DESCRIPTION	STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p>The above mentioned contract E-010, originally issued for Step III, Filament, will be used as a working document for step V, Filament except for fee payments as specified above and the fee payments schedule as listed below:</p> <p>Fee Payments:</p> <table style="margin-left: 20px;"> <tr> <td>March 31, 1971</td> <td>85,000</td> </tr> <tr> <td>June 30, 1971</td> <td>85,000</td> </tr> <tr> <td>Sept. 30, 1971</td> <td>85,000</td> </tr> <tr> <td>Dec. 31, 1971</td> <td>90,000</td> </tr> <tr> <td>March 31, 1972</td> <td>90,000</td> </tr> <tr> <td>Project Completion</td> <td>50,000</td> </tr> </table>	March 31, 1971	85,000	June 30, 1971	85,000	Sept. 30, 1971	85,000	Dec. 31, 1971	90,000	March 31, 1972	90,000	Project Completion	50,000					
March 31, 1971	85,000																	
June 30, 1971	85,000																	
Sept. 30, 1971	85,000																	
Dec. 31, 1971	90,000																	
March 31, 1972	90,000																	
Project Completion	50,000																	
TOTAL																		

MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT, made and entered into as of the 1st day of March, 1972, by and between HOECHST FIBERS INCORPORATED, a Delaware corporation, hereinafter referred to as the "Owner" and DANIEL CONSTRUCTION COMPANY MAINTENANCE AND MILLWRIGHT DIVISION, a South Carolina corporation, hereinafter referred to as the "Contractor".



WITNESSETH:



Section 1. Scope of Work. The Contractor shall furnish all necessary supervision, labor, equipment, tools, materials, supplies, and incidentals necessary to perform continuous routine maintenance; operation of utility equipment; and emergency, supplementary, or temporary maintenance services as may be required by the Owner.

Section 2. Owner's Representative. The Owner shall designate from time to time one or more individuals whom the Contractor shall be entitled to recognize and accept as the Owner's agent, with full power and authority to act for, and in the name, place, and stead of the Owner, for any of the purposes for which the Owner may or shall have authority as hereinafter provided. The Contractor shall be entitled to rely on such designation until revocation thereof and the designation of a different Owner's Representative is received by the Contractor.

Section 3. Payment. For performance of the maintenance services specified in Section 1, the Owner shall pay the Contractor the following fees:

(a) An annual fee of 6% based on gross payroll for all hours. This fee will be calculated and invoiced monthly on the calendar year.

(b) In addition to said fees, the Owner shall pay to Contractor its Reimbursable Costs incurred in the performance of the work as described in Section 4 below.

Section 4. Reimbursable Costs. Except as hereinafter provided, Reimbursable Costs shall consist of the following:

(a) Field Labor: Payroll costs for all personnel employed in the field in connection with the work, including required project managers, superintendents, foremen, timekeepers, clerks, accountants, purchasing agents, and such other personnel as may be necessary or desirable for the proper and efficient prosecution of the work. Hourly wage rates and overtime premiums will be paid at prevailing rates in accordance with the schedule appended hereto as Appendix A. Salary rates, fringe benefits and incentives for the Project Manager, superintendent, timekeeper and other salary employees requested by the Owner shall be in accordance with the schedule appended hereto as Appendix B. Appendix A and B may be supplemented or revised from time to time by mutual agreement between the Contractor and the Owner or the Owner's Representative. The Contractor's regular sick leave and vacation policy shall apply to all salaried personnel employed in the field and the costs thereof shall be reimbursable.

(b) Home Office Personnel: Payroll and other costs for personnel not employed in the field shall be reimbursed to the Contractor in accordance with the schedule appended hereto as Appendix C, which schedule may be supplemented or revised from time to time by mutual agreement between the Contractor and the Owner or the Owner's Representative.

(c) Payroll costs: (i) The Owner shall reimburse for workman's compensation, comprehensive general liability and comprehensive excess indemnity (umbrella) insurance at the Contractor's actual experience rates.

(ii) The Owner shall reimburse the Contractor for payroll taxes and unemployment insurance at Contractor's actual cost.

(d) Rental Equipment: (i): The Contractor shall furnish in good operating condition such of its equipment as is from time to time available and necessary for the performance of the work with the prior approval of the Owner. Said equipment is hereinafter referred to as "Daniel Equipment". Rental for Daniel Equipment shall be reimbursed to the Contractor in accordance with the then current "Daniel Construction Company Schedule of Rental Equipment" (hereinafter referred to as the "Daniel Equipment Schedule"). A copy of the Daniel Equipment Schedule shall be furnished to the Owner upon request. Daniel Equipment shall not be subject to purchase by the Owner without the Contractor's consent. The Contractor also may rent equipment from third parties, if the Contractor's equipment is not available for the work or if the Contractor, with the Owner's approval, deems it advisable or more economical in the circumstances not to provide Daniel Equipment. (ii) The Contractor shall be reimbursed for the costs of transporting Daniel Equipment to the jobsite, f. o. b. points of origin, and the costs of returning such

equipment to its points of origin or an amount equal thereto in the event the Contractor elects to direct the equipment to destinations other than the points of origin. Should the Contractor elect to replace a piece of Daniel Equipment requiring major repair or overhaul, the cost of transportation to and from the jobsite for such replacement piece shall not be reimbursed to the Contractor, but the cost of return transportation for the equipment being replaced shall be reimbursed as herein provided.

(e) Small Tools: Small tools are defined as hand tools having an initial value of less than \$500 and do not include items such as office machines, engineering instruments and other items listed in the Daniel Equipment Schedule. The Daniel's craftsmen shall supply their hand tools as per list appended hereto as Appendix D. All special tools required in addition to Appendix D will be supplied by the Owner.

(f) Materials, Equipment, Supplies and Subcontracts: The invoiced price of all materials, equipment, supplies (including without limitation fuel and lubricants for rental equipment), and subcontracts purchased or let on a competitive or negotiated basis in accordance with procedures to be mutually agreed upon between the Contractor and the Owner or the Owner's Representative. Purchase orders shall be issued in the name of the Owner if so directed by the Owner or the Owner's Representative.

(g) Insurance and Bonds: (i) Premiums for equipment installation floater (rigging) insurance, subject to a deductible amount of \$500 and a maximum limit of \$750,000 for each occurrence. Owner shall reimburse Contractor for any such deductible; and unless the

Contractor has procured the equipment or has received from the Owner written notice of the replacement value thereof, the Owner shall be responsible for any loss in excess of \$750,000. Any increase in insurance premiums to cover excess equipment values shall be reimbursed to Contractor. (ii) Premiums for any special insurance and any bonds required in connection with the performance of the work.

(h) Other Direct Costs: Contractor will be reimbursed for any other direct cost which it may incur in the performance of any work hereunder, including without limitation costs of utilities, taxes, licenses, fees, correction of minor defects in the work, third party rental equipment as required, expendable small tools, temporary structures, freight and transportation, travel expenses, legal costs and fees, payroll checks at the actual cost of each check, and any other cost directly arising out of the work.

Section 5. Owner's Property Insurance: Owner shall insure, or at its election self insure, for their full insurable value, existing facilities of Owner at or near the site of the work and the work itself. Such insurance shall provide coverage against all losses which might result from risks insurable by a combination of a fire and extended coverage policy, a boiler and machinery policy and an "All Risks" difference in conditions policy. Owner hereby waives all right of recovery against Contractor for any loss, including loss of use, resulting from risks insurable under such policies.

Section 6. Contractor's Accounts: The Contractor shall check all materials purchased by Contractor and all labor entering into

the work and shall keep such full and detailed accounts of same and other costs of performing the work as shall be necessary for the proper administration of this contract. The Owner and the Owner's Representative shall be afforded access to the work and to all of the Contractor's accounting records, receipts, vouchers, etc. relating to the performance of the work during the course of work and for a period of 120 days after work ceases.

Section 7. Reimbursements: (a) Payment to the Contractor for payroll shall be made weekly upon receipt by the Owner of the Owner's Representative of the Contractor's invoice therefor.

(b) Payment of all other Reimbursable Costs shall be made periodically, but not less frequently than monthly, upon receipt by the Owner of the Owner's Representative of the Contractor's invoice therefor.

(c) Upon final completion of the work, any monies due to the Contractor under this contract and not theretofore paid shall be paid to the Contractor.

(d) All invoices for payments to be made to the Contractor as provided in Sections 3 and 7 shall be due and payable upon receipt thereof by the Owner or the Owner's Representative, and all payments shall be made within thirty days of receipt, subject to post audit by Owner.

Section 8. Installed Equipment. Under no circumstances shall Contractor be responsible for operation of Owner's equipment, unless it is expressly agreed in writing that the Contractor shall

supervise its personnel in the performance of such services. Equipment installed by the Contractor shall not be operated by the Contractor, unless and until a signed acceptance thereof and release of responsibility for further operation has been furnished to the Contractor. Under no circumstances shall the Contractor be responsible for the actual capacity, productivity, or suitability for its intended use of mechanical, process, or production equipment.

Section 9. Duration of Contract This contract shall remain effective for a period of three years. It may be terminated by the Owner at any time by giving the Contractor written notice six months prior to the desired termination. Written termination notice will be delivered to the Contractor's Supervisor in charge of the work or will be mailed, postage prepaid, to the Contractor at The Daniel Building, Greenville, South Carolina 29602. In the event of such termination by Owner, the Contractor shall be entitled to reimbursement for all costs theretofore incurred or accrued hereunder and payment of all fees attributable thereto.

In the event the contract is terminated, the Owner shall have the right to hire any of the Contractor's on-site employees it so desires. The Contractor will not transfer from this job any of its employees during this six months period.

Section 10. Transfers . . The Contractor agrees to use its best efforts to avoid, or minimize transfers of its employees from the Owners plant site. Transfers shall not exceed a total of 3% in

any craft during a one year period. Normal payroll attrition such as R.O.F., voluntary quit, fires, and promotional transfers will be excluded from the 3% maximum.

Section 11. Personnel Policies. The Contractor has full and complete control over their employees and their job tenure. The Contractor shall furnish to the Owner a copy of their personnel policies and regulations. The Contractor's employees or subcontractor's employees will abide by all of the Owners safety regulations.

Section 12. Secrecy Agreement. All Contractor's employees shall sign a Secrecy Agreement. A copy of the agreement is appended hereto as Appendix E.

Section 13. Wage Rates. Should there be a general raise in the Contractor's Contruction rates, the Contractor will request a review with the Owner to determine whether to maintain initial scale and risk jeopardizing the retainage of qualified personnel or to conform to the new scale. In the event the Contractor pays additional fringe benefits in lieu of a wage increase, the total economic package shall not cost the Owner more than the corresponding Daniel's rate. The wages for this job will not exceed any other Daniel rates in South Carolina.

Section 14. Subcontractors. This contract will cover all of the Contractor's Subcontractors and they will be governed by the

same accounting and pay procedures as the prime Contractor.

Section 15. (a) Overtime: Premium time at the rate of one and one-half times the regular rate will be paid for all hours in excess of 40 hours in each payroll week, which begins 0700 hours Monday to 0700 hours the following Monday. When it is necessary to supplement the basic work force for short periods from other jobs, any time an individual works over 40 hours will be chargeable to the job causing the overtime. Also, when supplemental short term labor is required and an individual works on this job and then works 40 hours on his regular assignment, he will be paid premium time for the time on this job-site during the same pay period, since it will be the causing factor for the overtime. The Contractor will notify the Owner when men from other jobs will be on overtime on the Owner's short term project.

(b) Timekeeping and Payroll Preparation: The Daniel Superintendent will be responsible for supervision of the timekeeping and payroll preparation. These functions will be accomplished using applicable Daniel procedures and Hoechst Fibers maintenance cost accounting procedures.

(c) Vacations: Only salaried personnel are given paid vacations. Eligible employees with less than ten years company service earn 5/6 days vacation per month, and those with over ten years service 1 1/4 days vacation per month. Vacation schedules will be approved by Owner. Vacation time allowed but not earned at employees termination will be deducted from employee's last salary check.

Vacation time earned but not taken will be paid the employee upon his termination at Owner's job-site. (Reimbursable Cost)

(d) Sick Leave: Salaried personnel will be paid for reasonable time lost due to sickness, but not to exceed two (2) two weeks. (Reimbursable Cost).

(e) Call-In Duty: Daniel will be responsible to have men available for off hour coverage. When it is necessary for hourly employees to be called in for unschedule work for short periods of time a minimum of two (2) hours will be paid.

(f) Hiring and Terminating: The Contractor has full and complete control over their employees and their job tenure. Employees will be assigned to work with the concurrence of the Owner and will be removed from the job-site when requested by the Owner, except that in both instances the Contractor will comply with all applicable laws and regulations.

(g) Orientation and Preparation: The Contractor will furnish personnel fully qualified in their craft to man job requirements as demonstrated by pre-employment testing and careful screening. Where specialized skills or training are required in addition to the normal craft, the Contractor will make every effort to provide personnel who have previous experience in the particular requirement. However, should specialized training be required, the Contractor will bear the cost of such training except that wages paid to Contractor personnel while training are reimbursable to the Contractor by the Owner.

(h) Construction Equipment, Small Tools and Supplies: The Owner will have the option of providing construction equipment, small tools and supplies or requesting the Contractor to provide them. Should the Contractor be requested to provide these items, the terms and conditions of the Contract in Section 4 (d) will apply.

Rental of equipment will be at rates most advantageous to the Owner after giving consideration to distance, availability and condition of equipment. Equipment rental terms for Contractor owned equipment are set forth in the Daniel Construction Company Schedule of Rental Equipment.

(i) Short Term Projects: Craftsmen reporting from a distance greater than 60 miles for a plant shutdown or short term project which provides them less than 60 hours work during the period, shall be paid \$.12 per mile for one trip to and from their previous location and \$8.00 lodging for each day or shift worked on the project. Craftsmen who quit or are fired before working the 60 hours receive no travel benefits. Mileage will normally be calculated from center of town to center of town for convenience. All salaried field personnel are reimbursed their reasonable expenses for the shutdown including mileage, meals, lodging, telephone, and incidentals.

(j) Holiday Policy: Salaried personnel will observe all Hoechst holidays with pay. All hourly employees will observe Hoechst holidays. In order to compensate maintenance personnel for time worked during Hoechst Fiber's holidays, the craftsmen will be paid time and one-half for all hours worked on an emergency basis on

scheduled holidays. The holidays will be the calendar holidays and are further defined from 0700 hours to 0700 hours.

The following nine holidays will be observed each year on their respective calendar day, not any other day related to that holiday: New Year's - January, Good Friday, Memorial Day - May 30, Independence Day - July 4, Labor Day - First Monday in September, Thanksgiving Day, Day after Thanksgiving, Day prior to Christmas - December 24, Christmas Day - December 25.

It is to be re-emphasized that this premium pay is for emergency and unscheduled work only. Should any scheduled work be made for these days, this time would be exempt from this policy.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

WITNESS:

HOECHST FIBERS INCORPORATED

[Signature]

By [Signature]

3-24-72

(Title)
Henry J. Dekker
V. P. of Hoechst Fibers Inc.

WITNESS:

DANIEL CONSTRUCTION COMPANY
MAINTENANCE & MILLWRIGHT DIVISION

[Signature]

By [Signature]

(Title)
John A. Wood
Div. Mgr. & Attorney in Fact

POSITION DESCRIPTION

GENERAL PROJECT ENGINEER

Salary: \$1,350.00 to \$1,750.00 per month.

PRIMARY FUNCTION:

To administer, coordinate and control all activities relating to Maintenance and Engineering within the plant to obtain maximum effective utilization of all resources.

DUTIES AND RESPONSIBILITIES:

Because of the wide variety of problems and the broad scope of many assignments given to the Owners engineering and maintenance organization, the Project Engineer may be required to perform, as requested by the Owner, any or all of the following functions:

1. Assist Owner in the preparation of necessary industrial, mechanical, electrical and chemical engineering design, required for plant maintenance, construction, new installations and remodeling. This may be done by himself, others in his group under his supervision, or by others on sub-contract to the plant under his supervision.
2. Develop and administer building and facility improvement programs.
3. Support plant engineering cost control systems.
4. Estimate necessary facility and building costs.
5. Direct and supervise general mechanics or specialist, such as electricians, carpenters, sheet metal workers, machinists, janitors, laborers, etc.
6. Handle sub-contractor problems related to plant engineering projects.

7. Aid in the disposal of surplus equipment.
8. Assist in maintaining good storeroom controls.
9. Participate in facility record keeping, including related maintenance costs.
10. Assure compliance with all control phases of plant work order system.
11. Participate in development and operation of Preventive Maintenance Program.
12. Analyze costs and report on required corrective action.
13. Develop and administer training programs for new employees and upgrading of incumbent employees.
14. Assist in formulation and review of procedures for Owner regarding air and water pollution to insure compliance with municipal, state, and/or federal laws.
15. Assist in administration of a maintenance related safety program.
16. Review and analyze costs of purchased utility services.
17. Perform other duties assigned by the Owner.

AUTHORITY:

Within reasonable limits as indicated by Owner and established Daniel policies and procedures, authority is considered sufficient to discharge assigned responsibilities. This includes authority to hire, train and initiate personnel changes of subordinate employees, initiate maintenance improvement programs and establish work schedules for maintenance employees.

RELATIONSHIPS:

Position requires cooperation and work with both management and operating personnel of the plant.

A line relationship exists between the Project Engineer, his subordinates and his supervisor.

A staff relationship exists between the Project Engineer and other plant departments which requires mutual assistance and cooperation.

A special staff relationship exists between the Project Engineer, the Daniel Maintenance Manager, and Daniel Engineering in project administration, equipment selection, plant and ship layouts and other general engineering services necessary for efficient operation of the facility.

REPORTS TO:

The Owners Central Facilities Area Engineer

SCHEDULE OF WEEKLY SALARY RATES,
FRINGE BENEFITS AND INCENTIVES

FOR

PROJECT PERSONNEL

AT

HOECHST FIBERS

Salaries:

Project Engineer	\$310-\$410
Maintenance Superintendent	\$285-\$385
Timekeeper	\$165-\$250

Fringe Benefits:

Vacation - Three weeks annually for 10 year employees
Two weeks annually for others

Paid Holidays - New Year's Day
July Fourth
Labor Day
Thanksgiving Day
Friday Following Thanksgiving
Christmas Day

Holidays falling on Saturday are taken on
Friday preceding the Holiday.

Sick Leave - Not to exceed two weeks per year without
approval

SCHEDULE OF HOURLY RATES
for
OFFICE EMPLOYEES FOR TIME DEVOTED TO PROJECT

Maintenance and Millwright Division:

Project Manager	\$ 12.50
Estimator	8.00
Timekeeper	5.00

Daniel Engineers (10-1-70):

Director of Engineering	30.00
Assistant Director of Engineering	25.00
Project Engineer	22.00
Project Coordinator	20.00
Engineering Department Manager	17.00
Architectural Department Manager	17.00
Architect	16.00
Engineer	16.00
Senior Designer	15.00
Designer	12.00
Senior Draftsman	10.50
Draftsman	9.00
Engineering Accountant	12.00
Engineering Secretary	6.00
Clerk	4.50

Travel expenses of these personnel are reimbursable to Contractor, including cost of meals, lodging, telephone, incidentals, public transportation, Contractor's aviation charges or automobile mileage at \$.12 per mile.

-APPENDIX D-

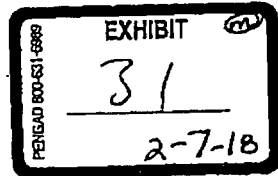
THE CRAFTSMEN WILL BE REQUIRED TO FURNISH ONE OF THE FOLLOWING:

ELECTRICIANS

Leather Pouch
Electricians Skinning Knife
10" Adjustable Wrench w/insulated Handles
Channel Lock Pliers w/insulated Handles
Heavy Duty Diagonals w/insulated Handles
Pair long noes Pliers
Pair Lineman's Pliers
Electrician's Tool Belt
Fuse Puller
Crimping Pliers
Wedge Type Screwdriver
Tool Box
Ball Peen Hammer
12" Screwdriver
6" Screwdriver
1 1/2" Screwdriver
6" Thin Blade Screwdriver
3" Thin Blade Screwdriver
6" Phillips Head Screwdriver
Set Allen Head Wrenches
1/2" to 9/16" Box Wrenches
3/8" to 7/16" Box Wrenches
Burnishing Tool
8" Adjustable Wrench
4" Adjustable Wrench
8" Screwdriver
2 1/2" Long Screw Starter
5 1/4" Long Screw Starter
9 1/2" Long Screw Starter
Set Ignition Wrenches
10" Wedge Screw Holder
Midget Fuse Puller

MILLWRIGHTS

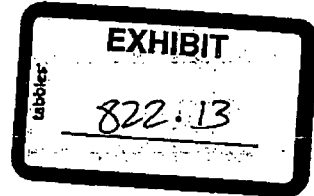
8" Adjustable Wrench
3" Screwdriver
10" Screwdriver
6" Phillips Screwdriver
Pair Channel Lock Pliers
Set Allen Wrenches
Pair 8" Diagonal Pliers
6 Ft. Folding rule
6" Scale
Torpedo Level
Feeler Cage
Cotter Key Extractor
Ball Peen Hammer
Pry Bar
Hacksaw Frame
Line Level
Plumb Bob
Chisel and Punch Set
Pair Visegrip Pliers
Set Combination Wrenches to 1 1/2"
Dial Indicator
Set Calipers
Set Micrometers to 2"
Thread Cage
Set Dividers
Packing Remover
Socket Set up to 1 1/4"



GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT

FOR

HOECHST FIBERS INCORPORATED



THIS AGREEMENT, effective July 1, 1973 between

HOECHST FIBERS INCORPORATED

hereinafter called "Owner", a Delaware Corporation, having an office at New York, New York, and

DANIEL CONSTRUCTION COMPANY

hereinafter called "Contractor", a South Carolina Corporation having its executive offices at Greenville, South Carolina,

WITNESSETH:

WHEREAS, Owner intends to expand its manufacturing plant at Spartanburg, South Carolina, and Contractor has agreed to undertake the construction of such plant for Owner,

NOW, THEREFORE, Owner and Contractor mutually agree as follows:

ARTICLE I. THE CONTRACT DOCUMENTS

The Contract Documents include this Agreement, together with the drawings, specifications, and instructions to be furnished by Owner as the work progressed:

- Exhibit A: Small Tools
- Exhibit B: Consumable Supplies
- Exhibit C: Contractor's Field Procedures affecting Reimbursement Under Cost-Plus-Fixed-Fee Construction Contracts
- Exhibit D: Individual Non-Disclosure Agreement
- Exhibit E: Personnel Policy

Exhibit F: Insurance Policies for Owner and Contractor. Daniel Construction Company and Daniel Construction Company International Contracting Policy - Insurance dated February 1, 1973, Form 167-23 (Rev. 2-73).

The following Exhibits are part of this Contract but will be issued separately for each project.

Exhibit G: Release of Liens

Exhibit H: Fee and Fee Payment Schedule

Exhibit J: Incentive Award

ARTICLE 2. SCOPE OF THE WORK

The work hereunder shall be performed at Owner's plant site at Spartanburg, South Carolina, and comprises the construction by Contractor of an addition to its Manufacturing Plant in accordance with drawings and specifications furnished by Owner. The work includes the construction of incidental related facilities for storage, material handling, utilities, and services. The construction work includes the usual and necessary operations encountered in the construction of foundations; construction of masonry structures; the installation of production, processing, and storage equipment, complete with connections for operation and control, and incidental related work.

ARTICLE 3: OBLIGATIONS OF CONTRACTOR

3.1 Without limiting the generality of Contractor's obligation to perform all work and to do everything necessary for the diligent prosecution and satisfactory completion of the work in conformity with all requirements of the Contract Documents, Contractor shall:

3.1.1 Act as an independent general contractor, furnishing efficient business administration, and supervising all work, including that of subcontractor's, if any.

3.1.2 Supply at the proper time and place all persons necessary and of whatever skill required for the complete and efficient performance of the work called for in the Contract Documents.

3.1.3 Supply all construction supplies, tools, equipment and services required for the performance of the work.

3.1.4 Procure and arrange for delivery to the site, all of the

equipment, materials, supplies, tools, apparatus and appurtenances which are to be furnished by Contractor for the work.

3.1.5. Unload all construction supplies, tools, equipment and services required for the work.

3.1.6. Unload, store on the worksite, and protect from the elements as necessary, all the materials furnished by Owner for installation hereunder by Contractor.

3.1.7. Provide all temporary facilities and services necessary for the prosecution of the work including, but not limited to, compressed air, fuels, utilities, transportation and all other necessary utilities and conveniences.

3.1.8. Enforce strict discipline and good order among its employees and subcontractors and avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

3.1.9. Perform, or cause to be performed, all field construction work in a good and workmanlike manner and in adherence to Owner's specifications.

3.1.10. Give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work.

3.1.11. All requests for overtime work need prior written approval by Owner.

ARTICLE 4. SITE OBLIGATIONS OF OWNER

In addition to all other obligations assumed hereunder by Owner, Owner will provide, at no cost to Contractor, the construction site and all building permits required by governmental authorities in connection with the work hereunder.

ARTICLE 5. MATERIALS AND SERVICES

5.1 Contractor, using its best efforts to obtain the lowest price for materials of acceptable quality and subject to Owner's prior written approval for every purchase order exceeding \$500.00, shall procure and furnish all material as requested by Owner.

5.2. It is understood that Owner will furnish within its discretion and at its expense certain material, like all process equipment, process

pipng materials, major electrical items, and instruments in addition to the materials which Contractor shall provide; and that Contractor shall receive and incorporate such Owner-furnished materials into the work.

5.3. All materials purchased by Owner or Contractor will be handed out to Contractor's or Subcontractor's personnel against a "Field Requisition" only.

5.4. All materials and equipment furnished by Owner will be received on the plant site by Owner. Contractor shall unload, store, protect, and/or transport such materials and equipment as requested.

ARTICLE 6. LABOR

6.1. Contractor shall supply all labor of whatsoever kind needed or required for performance of the work hereunder.

6.2. Contractor, immediately following execution of this Agreement, shall furnish to Owner an organization chart showing Contractor's key personnel assigned to the work, and the rates of salaries and wages to be paid for all job classifications which will be used in performance of the work. No changes shall be made in such rates without the prior approval of Owner.

6.3. Contractor shall comply with the provisions of all reporting, social security and unemployment insurance laws, Federal and State, as may be now or hereafter in force and applying to the work, and Contractor assumes exclusive responsibility for the preparation and filing of required reports and will hold Owner harmless from any penalties imposed on Owner and/or Contractor resulting from Contractor's failure to comply with such laws.

ARTICLE 7. REIMBURSEMENT

7.1. Owner, at the times and in the manner hereinafter specified, shall reimburse Contractor for costs actually incurred in the performance of the work, as such costs are hereinafter defined.

7.2. Reimbursable costs. The costs for which Contractor shall be reimbursed are as follows:

7.2.1. Labor and supervision. Reimbursement for labor and supervision, in accordance with the approved organization chart, shall be as follows:

(a) Construction labor, consisting of direct charges for wages and salaries of Contractor's employees directly engaged in work at the construction site.

(b) Field office labor, consisting of wages and salaries of Contractor's employees engaged full time in work under this Contract at Contractor's field office at the construction site.

It is understood that no charge shall be made for supervision by, or expenses of Contractor's officers, executives, or other employees or Contractor's off-job office force, except as hereinafter provided.

7.2.2. Payroll expenses. Contractor shall be reimbursed for all payroll taxes imposed upon and paid by Contractor and all other actual costs applicable to and based upon payrolls and employment as provided above.

7.2.3. Transportation costs, travel and subsistence expenses. Contractor shall be reimbursed for transportation costs and travel and subsistence expenses as follows:

(a) For moving key personnel once to the job site, provided, however, that the individuals whose transportation costs and travel expenses are covered hereunder shall be only such key personnel as are designated by Contractor on the approved organization chart and to stay on Owner's construction site for more than three months.

(b) For office and general management employees from Contractor's general offices to the extent necessary for the proper and expeditious performance of the work and as approved by Owner.

(c) For subsistence expenses of certain specific personnel of Contractor's organization as are employed at the job site; provided, however, that the individuals whose subsistence expenses are covered hereunder shall be only such personnel as are designated by Contractor on the approved organization chart. Subsistence expenses shall be based upon reasonable allowances mutually agreed upon by Owner and Contractor.

7.2.4. Insurance. Contractor shall be reimbursed for the cost of insurance carried in accordance with the provisions of the article entitled "Insurance".

7.2.5. Construction equipment.

7.2.5.1. Contractor-owned rental equipment. All expenses incurred hereunder shall be subject to the prior approval of Owner. Construction equipment shall be in good operating condition when delivered to the job site, and returned in the same condition, less ordinary wear and tear. Contractor shall be reimbursed for furnishing all construction equipment necessary for the work at 75 percent of the current rental rates published by Associated Equipment Distributors (AED). Equipment furnished by Contractor hereunder shall be subject to the following conditions:

(a) In the event an item of equipment is not listed by AED or the AED rate is excessive in proportion to the cost, or both, the rate shall be determined on a proportionate basis to be in line with other rentals.

(b) Rental periods shall begin when equipment arrives at the job and shall end when Contractor's General Superintendent and Owner declare the equipment to be surplus, with the following exceptions:

(b-1) Downtime for minor repairs shall be adjusted by Contractor and Owner.

(b-2) Downtime for major repairs shall be the Contractor's account.

(c) Contractor shall be reimbursed for actual costs incurred for minor repairs, which include maintenance and replacement of minor components such as contacts, plugs, rotors, brushes, bearings, bolts, caps, wires, bulbs, connectors, lenses, injection nozzles, head gaskets, excavator points and blades, point and blade buildup, serviceable tires and batteries, provided that the equipment for which the tires or batteries are to be replaced has been on a rental basis at Owner's site for more than 12 continuous months. Contractor shall not be reimbursed for major repairs which include replacement of major components such as generators, distributors, transmissions, gears, radiators, axles, brake drums, engine assemblies and components of same; such as pistons, piston rings, crank shafts, wheels, and so forth. Batteries, tires and all replacement parts for major repairs need clearance by Owner's Warehouse supervisors on a "Field Requisition" before purchasing.

If major repairs on Contractor's equipment are done at Owner's construction site by Contractor's employees, the expense shall be for Contractor's account.

(d) All repair costs shall be born by Contractor if damage is done to Contractor's equipment by extreme negligence or faulty handling on the part of Contractor's personnel, such as wrecking, careless driving or maneuvering, non-lubrication of major engine parts, failure to protect engine cooling systems against freezing, or other damages due to disregards of operating and maintenance instructions.

(e) All field repairs shall be done in accordance with AED procedures. In the event Contractor elects to perform such minor or major repairs at a location off the job site, the transportation costs of replacement equipment shall be borne by Contractor.

(f) Contractor shall be reimbursed for costs actually incurred in transporting construction equipment to and from the work site. Such transportation shall be f. o. b. the nearest Contractor warehouse and shall not exceed at any time a distance greater than from Contractor's central shops and warehouses, Greenville, South Carolina to the job site. If any item is shipped to a new job site, such shipping costs shall be borne by Contractor.

(g) Contractor shall be reimbursed for costs incurred in loading, unloading, dismantling, and assembling equipment at job site.

(h) Contractor-owned equipment placed on the project will not be subject to purchase by Owner.

7.2.5.2. Third Party Rentals. In the event Owner approved or requires the rental of construction equipment from third party, Contractor shall be reimbursed for all its costs incurred incident to such rental.

7.2.5.3. Purchased Construction Equipment. Contractor shall be reimbursed for the purchase cost, including delivery to the construction site, of construction equipment purchased with the prior written approval of Owner; construction equipment so obtained shall become Owner's property.

7.2.6. Small tool costs. Contractor shall be reimbursed for the costs incurred in the purchase of small tools, as listed in Exhibit A. All small tools shall be for ownership of Owner.

7.2.7. Consumable supplies costs. Contractor shall be reimbursed for costs incurred for the purchase of all consumable supplies,

as listed in Exhibit B, necessary for performance of the work. On completion of the work, all inventories of consumable supplies shall be turned over to Owner.

7.2.8. Subcontract costs. Contractor shall be reimbursed for the amounts paid to subcontractors, provided the subcontractor has been selected with Owner's approval, in accordance with the article entitled "Work by Separate Contract".

7.2.9. Incidental expenses. Contractor shall be reimbursed for all expenses incurred at the construction site in the performance of the work, including telephone, telegraph, stationery, permits, licenses, bonds, expediting, temporary installations and facilities and incidental related items.

7.2.10. Materials. Contractor shall be reimbursed for actual costs incurred for acquisition and delivery to the construction site of materials furnished in accordance with the provisions of the article entitled "Materials and Services". Such materials shall become the property of Owner upon delivery to the construction site. Owner shall have the right to witness the receipt of all materials.

7.2.11. Work in Contractor's shops. In the event Owner requires and authorizes specific work (e.g., sprinkler piping, duct fabrication) to be performed in Contractor's shops, Contractor shall be reimbursed the full amount of its costs directly incurred in the performance of such work in the shops, plus an allowance equal to 25 percent of such amount to include and cover all indirect costs incident to such performance. Direct costs are understood to consist of the costs of materials, labor, payroll taxes and insurance.

7.2.12. Other costs shall not be reimbursed unless Contractor, in writing, has requested and received Owner's approval prior to the incurring of such other costs. Such requests shall specify with particularity the nature of such proposed other costs. Owner shall have the right in its absolute discretion to grant or withhold such approval.

7.3. Credits. Contractor shall credit the job costs with the following items:

7.3.1. Discounts earned by Contractor through prompt payments. Contractor shall use its best efforts to obtain all possible trade and time discounts on bills for materials furnished and to pay such bills within the highest discount periods applicable.

7.3.2. Deposit refunds for returnable reels, containers, and other items of like nature, to the extent that such deposits can be recovered.

7.3.3. Rebates, discounts, and commissions allowed to, or collected by Contractor from suppliers of materials, together with all other refunds, returns, or credits received from return of materials, or on bond premiums, insurance, or otherwise.

7.4. Accounts shall be kept in a manner to be agreed upon by Contractor and Owner. Accounts shall be organized so as to provide the cost segregation required by Owner, who will advise Contractor as to the segregation desired.

7.5. Reimbursement requests. Contractor shall submit reimbursement requests at least once each month for expenditures made during the preceding period. Separate request shall be submitted for:

Construction labor and related payroll expenses.

Field office labor and related payroll expenses.

Purchased materials, including related taxes and shipping costs, if any.

Subcontracts.

All requests shall be substantiated by proof of payment in a form satisfactory to Owner. Amounts included on each request shall be detailed to indicate cost distribution according to the account segregation required by Owner.

7.6. Purchase order. Upon award of the Contract, Owner will issue a purchase order against which all reimbursement requests will be processed by Owner for payment.

7.7. Payment. Owner shall reimburse Contractor for all items for which Contractor is entitled to reimbursement under the provisions of the Agreement within fifteen days after receipt by Owner of reimbursement requests in proper form and properly substantiated.

7.8. Auditing. Owner shall be permitted at all reasonable times to inspect all of Contractor's accounting records pertaining to costs for which reimbursement is made.

7.9. Field procedures. In submitting required data, Contractor shall be guided by the instruction entitled "Contractor's Field Procedures Affecting Reimbursement Under Cost-Plus-Fixed-Fee Incentive Construction Contracts" (Exhibit C) which, however, shall be superseded by the provisions of this Agreement in the event of any conflict between the two.

ARTICLE 8. CONTRACTOR'S FEE AND INCENTIVE AWARD

8.1. Fixed Fee. In addition to the other payments called for by this Agreement, Contractor shall receive as a Fixed Fee for the performance of the work called for by it hereunder a sum as shown in Exhibit H. It is specifically understood that such Fixed Fee shall be paid to and accepted by Contractor as full compensation for all its services of whatever kind and nature rendered hereunder by Contractor. Such Fixed Fee is based upon reimbursement under Article 7 hereof in the estimated gross amount as shown in Exhibit H.

It is understood and agreed that such Fixed Fee shall not be subject to adjustment unless (1) the total amount finally reimbursed is less than 15 percent of the estimated gross amount; in which event the Fixed Fee shall be reduced by a sum equal to 5 percent of the difference between the 15 percent reduced estimated gross amount and the amount finally reimbursed, or (2) the total amount finally reimbursed is more than 15 percent of the estimated gross amount, in which event the Fixed Fee shall be increased by a sum equal to 5 percent of the difference between the 15 percent increased estimated gross amount and the amount finally reimbursed.

The payment schedule for the Fixed Fee will be as given in Exhibit H of this contract.

8.2. Incentive Clause. In addition to the reimbursement under Article 7 and to the Fixed Fee under Article 8.1, an incentive award will be given for an underrun of the "Grand Total" for certain accounts as outlined in Exhibit J. This underrun shall constitute a "Savings" and shall be shared on the basis of 75 percent to the Owners and 25 percent to the Contractor as incentive compensation for effecting such savings.

Any addition to the scope of this incentive part must be accounted for with a separate time card (red color) and will be over and above the estimated "Grand Total" as given in Exhibit J. These separate time cards are to be approved daily by a representative of the Owner.

Termination of this contract prior to completion of the entire contract scope will nullify this incentive clause.

8.3. In the event of termination of this Agreement in accordance with the article entitled "Diligent Prosecution of the Work", and upon receipt of complete release of liens in accordance with the article entitled "Liens", Contractor shall be paid 5 percent of the gross amount of all reimbursements paid or payable to the Contractor under Article 7 hereof, less any previous fee payments. Such payment shall be in full and complete discharge of Owner's fee obligations to Contractor. In the event the fee computed at the time of termination is less than the aggregate of previous fee payments to the Contractor, the Contractor shall refund the difference to the Owner.

ARTICLE 9. SUBCONTRACTORS

Contractor may, with the approval of Owner, or shall, at the direction of Owner, subcontract work to be performed hereunder, provided the terms and conditions of such subcontracts and the subcontractors have been approved in advance by Owner. Contractor shall not permit the assignment of any subcontract except with the prior written approval of Owner.

ARTICLE 10. DILIGENT PROSECUTION OF THE WORK

10.1. Should Contractor fail, refuse, or be unable, by reason of events beyond its control, to prosecute the work with reasonable diligence, Owner may terminate this Agreement. In such event, Owner shall make payment to Contractor in accordance with the provisions of the article entitled "Fixed Fee".

10.2. Owner may, at any time and at its absolute discretion, terminate this Agreement, and shall make payment to Contractor in accordance with the article entitled "Contractor's Fixed Fee".

10.3. Termination in accordance with the above shall not relieve Contractor of its obligations with respect to work performed prior to termination, nor shall termination relieve Owner of its obligations of reimbursement then accrued.

ARTICLE 11. INSPECTION AND WORKMANSHIP

11.1. All work hereunder shall be subject to inspection by Owner at all times and shall be subject to final inspection and approval by Owner before acceptance. Contractor shall permit such inspections and shall assist Owner in any way Owner may request in connection with inspection of the work and shall provide safe and proper facilities therefore. The work performed by Contractor hereunder shall be

executed in the best and most workmanlike manner by qualified, careful, and efficient workers, and in conformity with the best standard practices and in adherence to Owner's specifications. Contractor, upon request of Owner, shall produce all records showing quality or quantity of materials furnished by it.

11.2. Contractor shall not be responsible for defective materials supplied by Owner but shall be obliged to notify Owner of any defect in said materials which is reasonably discernible, and shall not, without written permission of Owner, incorporate said defective materials into the work.

ARTICLE 12. INSURANCE

During the performance of the Work hereunder, Contractor and Owner shall carry such insurance as agreed upon prior to start of the work at the plant site. The party carrying the insurance shall furnish the other party satisfactory evidence that the agreed upon coverage is in effect. (See Exhibit F.)

ARTICLE 13. COMPLIANCE WITH APPLICABLE LAWS

Contractor, in the performance of the work hereunder, shall abide by and obey all applicable Federal, State and local laws, regulations, orders and ordinances including, but not limited to, all applicable labor laws, and shall without reimbursement indemnify and save Owner and Hoechst Fibers Incorporated harmless from any and all liability and claims arising from failure to comply with such laws, regulations, orders and ordinances.

ARTICLE 14. PATENT INDEMNIFICATION

Contractor shall indemnify and save Owner and Hoechst Fibers Incorporated harmless from all claims arising from any patent ~~infringements or alleged patent infringements pertaining to work performed by~~ Contractor hereunder (excepting materials or methods which Owner directs Contractor to supply or utilize) including but not limited to the use of tools, implements or processes by Contractor in the performance of the work. Owner shall indemnify and save Contractor harmless from all claims arising from any patent infringements or alleged patent infringements pertaining to the design, construction, or operating process of the work performed hereunder in accordance with drawings, specifications and instructions issued by Owner.

ARTICLE 15. CONFIDENTIAL INFORMATION

Contractor agrees that all drawings, plans, designs, technical information and data, received by it from Owner or Hoechst Fibers Incorporated under this Contract shall be accepted and treated as confidential and secret information and that Contractor will not use or disclose any such drawings, plans, designs, technical information and data in any manner except to the extent that such use or disclosure may be required for the performance of the work under this Contract. Contractor agrees to include in its subcontracts or to otherwise obtain from its subcontractors similar agreements protecting Owner against unauthorized use or disclosure. Notwithstanding the generality of the foregoing conditions, Contractor shall be entitled to disclose any matter as aforesaid to such of the employees of its organization as it shall be reasonably necessary to inform for the purpose of performing the contract work, provided that prior to the making of any such disclosure, such employee or employees shall individually agree not to disclose any of the confidential information relating to Owner's polyester fibers manufacturing process which is obtained by them from Contractor or Owner. For this reason, Owner will require such employees to execute a non-disclosure agreement using the form indicated in Exhibit D. Neither Contractor nor Owner shall make any such disclosure to any such employee until Contractor has delivered to Owner the non-disclosure agreement for the employee covered.

ARTICLE 16. SAFETY AND SECURITY REQUIREMENTS

16.1. Contractor shall take all necessary precautions for the protection of the work in progress, the property of Owner, and the lives and property of Contractor's employees, and all third persons whatsoever, and shall comply with all applicable provisions of Federal, State, and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public.

16.2. Contractor shall consult with Owner to determine Owner's requirements and shall instruct all of its employees and subcontractors and shall take all practicable measures to enforce compliance with all of Owner's safety rules and regulations at the construction site.

16.3. Contractor shall be responsible for making certain none of its employees, subcontractors, vehicles, equipment and materials encumber the plant roads, which shall be kept clear to facilitate movement of ordinary traffic and fire protection equipment at all times.

16.4. Contractor shall confine its apparatus and equipment, the storage of materials, and the operations of its workmen to the immediate vicinity of the work, and shall not unreasonably encumber any premises with its materials.

ARTICLE 17. LIENS

The payment of the Fixed Fee shall not become due and payable until Contractor shall deliver to Owner a complete release of all liens in the form attached as Exhibit G, covering any and all claims, charges, or causes of action with respect to the work and Contractor shall, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien. Nevertheless, if any lien remains unsatisfied after all payments are made, Contractor shall reimburse to Owner all monies that Owner may pay in discharging such a lien, including all costs and reasonable attorney's fees.

ARTICLE 18. WAIVER

A waiver on the part of Owner or Contractor of any term, provision, or condition of this Contract, shall not constitute a precedent, nor bind either party to a waiver of any succeeding breach of the same or any other terms, provision, or condition of this Contract.

ARTICLE 19. STATE SALES AND USE TAXES

Contractor shall purchase all machinery, equipment and attachments thereto for sale at retail. Contractor shall register as a retailer for South Carolina Sales and Use tax purposes and upon the resale of such machinery to Owner shall bill either the South Carolina Sales or Use Tax. However, Contractor shall not bill such tax if Owner provides Contractor with either a properly completed exemption certificate or a direct pay permit number.

ARTICLE 20. CLEANING UP

Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the job, Contractor shall remove

all rubbish from and about the work site, along with all of its tools, scaffolding, and surplus materials, and shall leave the work and the site in a clean and orderly condition.

ARTICLE 21. CONTRACTOR'S SUPERVISION

Contractor shall keep on the work during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner. Contractor shall give sufficient supervision to the work, using its best skill and attention.

ARTICLE 22. CONTRACT ADMINISTRATION AND NOTICES

22.1. The administration of this Contract shall be performed by the Engineering Department of Hoechst Fibers Incorporated with full authority to approve, authorize and execute all Contract modifications and amendments.

22.2. Notices required under or incident to the performance of work under this Contract shall be deemed to have been properly given if delivered or sent by mail, postage prepaid, to the Contractor at the address hereinabove shown, or to Hoechst Fibers as follows:

Mr. R. T. Monaghan, Chief Engineer
Hoechst Fibers Incorporated
Post Office Box 5887
Spartanburg, S. C. 29301

22.3. Hoechst Fibers will appoint a representative duly authorized to act for and on behalf of Hoechst with respect to any and all provisions of this Agreement in connection with performance of the work in the field. Owner will advise the Contractor of the name and address of such representative, and Owner will not change such representative thereafter without first notifying the Contractor of the name and address of the new Hoechst representative.

ARTICLE 23: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

ARTICLE 24. ARBITRATION

24.1. Any claim or dispute arising out of or in connection with this Agreement or the interpretation thereof which the parties are

unable to settle shall be submitted for arbitration to the American Arbitration Association in New York City and settled in accordance with the then existing Rules of that Association. The award of the arbitrator shall be final and binding upon the parties and judgment may be entered thereon in any Court having jurisdiction.

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hoechst Fibers Incorporated
Owner

By [Signature]

By [Signature]

Title Vice Pres.

Title Vice Pres.

Date Aug 20 1973

Date Aug. 23, 1973

Attest M. G. Palm

Attest [Signature]

**GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT**

EXHIBIT A

SMALL TOOLS (Article 7.2.6.)

"Small Tools", such as listed below, are defined as tools (usually hand tools) required for performance of the work, but not furnished by mechanics or rented. In general, such items of small tools usually are neither worn out nor consumed through normal use on the job.

Adzes	Drills, Electric, 1/4"	Ladders, Melting	Scoops
Anvils	Drills, Yankee	Levels, Hand	Scrapers
Augers		Lights, Extension	Screw Drivers
Axes	Edgers	Lights, Flood	Screw Stops
	Emerywheel Stands	Litters	Scribers
Bars, Bucking Up	Extinguishers, Fire		Scythes
Bars, Claw		Matetes	Shackles
Bars, Crow	First Aid Kit	Machinists' Straight Edge	Sheaves
Bars, Pinch	Flaring Tools	Mallets	Shovels
Bars, Rivet Busting	Flatters	Mattocks	Sickles
Bars, Wrecking	Forges	Mauls	Signs
Benders, Tube	Forks		Sledges
Belts, Safety	Fullers	Nippers	Snips
Binders, Lead Chain		Nut Dies	Spades
Blacksmith Tools	Gads		Spikes, Marlin
Blocks, Cable	Gauges, Center	Pans, Metal Mortar	Stamps, Steel
Blocks, Chain	Gauges, Drilling	Peavics	Stocks, Pipe
Blocks, Rope	Gauges, Feeler	Picks	Stoves, Electric
Blocks, Snatch	Gauges, Wire	Planers	Stoves, Oil
Blocks, Tackle	Goggles, Safety	Pliers	Straight Edge, Metal
Bolt Cutters	Grips, Wire	Plows	Swages
Boring Machines	Guns, Caulking	Pots, Fire	
Braces	Guns, Grease		Tachometers
Brands	Guns, Paint	Pots, Melting	Tampers
Buggies, Concrete		Pullers, Nail	Tapes, Steel, Measuring
Bull Points	Hammers	Pullers, Rod	Taps
	Hatchets	Pullers, Sheet Pile	Tarpaulins
Cable, Plumbing	Hickeys	Pulleys	Thickness Gauges
Calipers	Hods	Pumps, Bilge	Tinsnips
Car Movers	Hoes	Pumps, Fire	Tongs
Caulking Tools	Holders, Welding	Punches, Gasket	Torches, Blow
Cement Joining Tools	Hoods, Sandblasting	Punches, Metal	Torches, Gas
Chisels	Hooks, Cant	Rakes	Track Gauges
Cooler, Water	Hooks, Packing	Ratchets	Track Levels
Concrete Floats, Steel	Horses, Mason	Reamers	Trowels
Cords, Extension, Electric	Hose	Respirators	Trucks, Hand
Cutters, Bolt		Rivet Sets	Turnbuckles
Cutters, Pipe	Irons, Caulking		
Cutters, Tin Snips	Irons, Soldering	Rumers, Joint	Vises
Cutters, Tube			
Cutters, Wire	Jacks, Screw	Salamanders	Wedges
Dies	Jacks, Track	Sash Tools	Well Wheels
Diggers, Post Hole		Saws, Hack	Wheelbarrows
Dolly, Rivet	Ladders, Extension	Saws, Hole	Wire Twisters
Dolly, Timber	Ladders, Step	Saws, Wood	Wrenches
Drills, Braast	Ladders, Straight		

GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT

EXHIBIT B

CONSUMABLE SUPPLIES (Article 7.2.7.)

"Consumable Supplies", such as listed herein, are defined as items or materials required for the performance of the work, but which are not normally furnished either as "small tools" or as materials to be incorporated in the work. In general, consumable supplies are consumed or worn out in use during construction.

Acetylene	Cotter Keys	Hinges	Rod, Welding
Acids	Cotter Pins	Hydrometers	Rollers, Pipe
Adhesives	Couplings, Hose	Ice	Rollers, Wood
Alcohols	Crayons	Kegs, Water	Rope (natural fiber)
Antifreezes	Creosote	Kerosene	Rope (synthetic fiber)
Antiseptics	Cups, Water	Lamps, Electric	Rope, Wire
Babbitt	Diesel Oil	Lanterns	Rope Slings
Bags, Canvas, Tool	Dippers	Lashings	Rubbing Brick
Bags, Canvas, Water	Disc, Cutting	Lenses	Salt
Bands, Safety, Hat	Disinfectants	Lighters	Sandpaper
Barrels, Water	Dispenser, Paper Cups	Limc	Screens (except for buildings and HVAC)
Barrels, Trash	Dispenser, Towel	Lubricants	Screws
Batteries, Dry Cell	Dressing, Belt	Lugs	Shields, Safety
Batteries, Flashlight	Drill Bits, All Types	Masks, Safety	Shims
Belting	Drill Sleeve	Mender Hose	Silica Sand
Belt Dressing	Drill Socket	Mops	Sleeves, Taper Shank
Bits	Drills, Star	Nails	Slings, Cable
Blades, Cutting	Electrodes	Nail Sets	Slings, Chain
Blades, Saw	Emery	Nozzles, Hose (except fire hose)	Slings, Rope
Bolts	Extinguisher Refills	Nuts	Soap
Brads	Extractor, Screw	Oakum	Soapstone
Brooms	Files	Oilers	Solder
Brushes, All Types	Filters	Oils	Stacks
Buckets, Water	First Aid Supplies	Oilstones	Stencils (except die stamp)
Bulbs, Electric	Flashlights	Oxides	Supplies, First Aid
Bushings	Fluxes	Oxygen	Supplies, Wash Room
Candles	Fuels	Packings (Vehicular only)	Tacks
Cans, Gasoline	Funnels	Padlocks	Tapes (except measuring)
Cans, Oil	Gaskets (Vehicular only)	Pails	Thinners
Carbide	Gasoline	Paint (Vehicular only)	Tips, Torch
Carbon Tetrachloride	Glasses, Safety	Paper, Adhesive	Tubs, Mortar, Metal
Carborundum Blocks	Globes, Flashlight	Paper, Kraft	Twine
Cements (except Portland)	Globes, Lamp	Paper, Toilet	Valves (Vehicular only)
Chains (except Vehicular)	Globes, Lantern	Paste, Solder	Varnish (except for buildings & A&E)
Chalks	Gloves	Pencils	Washers
Chamois	Gluc	Pins, Drift	Washing Powder
Chutes, Concrete, Metal	Glycerin	Plugs	Waste Rags
Clamps	Graphite	Points, Moll	Wedges
Cleaning Compound	Grease	Rags	Wheels, Cutting
Clips, Cable	Grinding Compounds	Rivets	Wheels, Grinding
Cloth, Emery	Hacksaw Blades		Wheels, Polishing
Coal	Handles, Tool		Wire, (Piano)
Coat, Rain			Wool, Steel
Coke			
Connectors, Hose			
Connectors, Welding Cable			

GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT

EXHIBIT C (Article 7.9)

CONTRACTOR'S FIELD PROCEDURES
AFFECTING REIMBURSEMENT

1.0 GENERAL

- 1.1 This instruction describes data to be supplied and procedures to be followed by contractors performing construction work for Hoechst under cost-plus-fixed-fee contracts.
- 1.2 Unless specifically otherwise provided in the Contract or herein, the Contractor shall forward all documents, invoices, communications, and other material to the Representative appointed by Hoechst in accordance with the Contract.

2.0 CHARTS AND SCHEDULES

The following are to be furnished in one copy at or before the start of construction. Revisions occurring thereafter, if any, are to be furnished at or before the time they become effective.

- 2.1 Contractor's organization chart showing key personnel assigned to the work shall be furnished to the Hoechst Construction Manager.
- 2.2 Schedule of the rates of wages and salaries to be paid for all key personnel and field office labor engaged in full time work at the construction site shall be furnished to Hoechst Construction Manager and Project Accounting.
- 2.3 Schedule of wage rates and fringe benefits, by crafts, including craft supervision, and supported by appropriate union or trade council data shall be furnished to Hoechst Construction Manager and Project Accounting.
- 2.4 Schedule of payroll expenses including taxes and all other actual costs applicable to and based upon payrolls and employment shall be furnished to Hoechst Project Accounting.

EXHIBIT C - (Cont'd.)

- 2.5 Schedule of Insurance provided in accordance with the Contract shall be furnished to Hoechst Project Accounting.

3.0 SUBCONTRACTS

- 3.1 One copy of the subcontract shall be furnished to Hoechst Project Accounting.
- 3.2 Irrespective of the type of subcontract (i. e., lumpsum, cost-plus, or otherwise) all equipment, furnished by a subcontractor and becoming permanently attached to the Owner's plant, shall be billed separately on the subcontractor's invoice.

4.0 PURCHASE ORDERS

- 4.1 The Contractor shall issue written purchase orders, numbered serially, for all procurement of materials or services (excluding the Contractor's payroll) involving payment by the Contractor to third parties and reimbursement by Hoechst to the Contractor. This shall include, but not be limited to, issuance of purchase orders for processing of payments for equipment rental, subcontracts, insurance premiums and similar items.
- 4.2 The Contractor shall obtain the prior approval of Hoechst for purchase orders as required under the Contract. Such approval shall be indicated by signature of the Construction Manager on the Contractor's copies of each order.
- 4.3 Each purchase order shall be identified with the Hoechst project subaccount(s) for which the expenditure involved is made. Accurate distribution to correct accounts is required. The Construction Manager will furnish the list of accounts to be used.
- 4.4 Each working day, the Contractor shall deliver to Hoechst Project Accounting one copy of each purchase order issued that day.
- 4.5 On or before the 5th Calendar day of each month, the Contractor shall furnish to Hoechst Construction Manager and

EXHIBIT C - (Cont'd.)

to Hoechst Project Accounting, one copy each, a tabulation of all purchase orders issued the preceding month.

5.0 REIMBURSEMENT REQUESTS

- 5.1 At the Contractor's option, reimbursement requests may be submitted weekly, bi-weekly, or monthly. In no event may the interval between billings for each category exceed one calendar month. Each reimbursement request shall clearly show Hoechst's purchase order number.
- 5.2 Separate reimbursement requests in triplicate are to be submitted for each of the following categories.
 - 5.2.1 Material and Subcontracts purchased.
 - 5.2.2 Payroll.
 - 5.2.3 Fixed Fee.
 - 5.2.4 Incentive Award.
- 5.3 Material invoices should include and cover all materials, subcontracts, equipment, supplies, tools, rental equipment, and other expense for which a purchase order is issued, excluding Payroll, Fixed Fee and Incentive Award.
 - 5.3.1 Each material invoice shall comprise a face sheet showing the distribution of the total charges to Hoechst project subaccounts, and a listing showing the Contractor's purchase order number, vendor's name, amount of reimbursement requested for each order, and a total for all orders on the invoice. The following shall be attached to the original of each material invoice:
 - (a) One copy of receiving slips, wherever applicable, each approved by the Hoechst warehouse supervisor or his designated representative.
 - (b) One copy of vendor's invoice(s) to Contractor, accompanied by proof of payment.
- 5.4 Labor invoices shall be submitted in triplicate to Hoechst Project Accounting. If desired, however, the Contractor may submit a separate invoice once each month for payroll expense items (i. e., taxes, unemployment insurance, fringe

EXHIBIT C - (Cont'd.)

benefits, etc.)

- 5.4.1 Upon request, each labor invoice shall comprise a face sheet showing the distribution of the total charges to Hoechst's project subaccounts. Otherwise, labor invoices shall be submitted to the Hoechst Project Accounting in triplicate with a summary of regular and overhead codes per project.
- 5.4.2 One copy of the payroll including the labor run shall be attached to the weekly set of original labor invoices.
- 5.4.3 One copy of the hourly time prelist at the end of each week shall be furnished to Hoechst Project Accounting.
- 5.4.4 Payroll expenses, if billed separately, must clearly identify the periods and payrolls covered, and must conform with the schedule submitted in accordance with paragraph 2.4 above.

GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT

EXHIBIT D

NON-DISCLOSURE AGREEMENT

Recognizing the fact that Daniel International is engaged in the construction of industrial plants and facilities for manufacturing companies whose businesses involve experimental and inventive work and that my employment with Daniel International will include an assignment involving the construction of a polyester fibers manufacturing plant for Hoechst Fibers Incorporated; in consideration of my employment I hereby agree that at all times, both during my employment and after the termination of my employment, I will keep secret all processes, inventions, trade secrets, technical "know-how" and formulas relating to polyester fibers manufacture and plant design made known to me by Daniel International or Hoechst Fibers Incorporated or any officers or employees of either or learned by me while in the employ of Daniel International and assigned to the work of Hoechst Fibers Incorporated, and that I will not disclose or make known any of them or anything relating to them to any person, firm, or corporation except as authorized in the course of my employment on work for Hoechst Fibers Incorporated.

I further agree that any subsequent change or changes in my employment or in the duties, salary or compensation of my employment shall not in any way affect the validity of this agreement or my obligations hereunder.

I hereby expressly do state that I intend to be legally bound to Hoechst Fibers Incorporated by this agreement and all the terms and conditions hereof.

ATTEST: _____

Date _____

DANIEL CONSTRUCTION COMPANY

By _____

Date _____

NATIONAL INSERTABLE-TAB INDEXES ENABLE YOU TO
MAKE YOUR OWN SUBJECT ARRANGEMENT, USING FLAIN
INSERTS ON WHICH TO WRITE YOUR OWN CAPTIONS.

Made in U. S. A.



NATIONAL

23-280—Colored Tabs
23-281—Clear Tabs

3410

GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT

EXHIBIT E

PERSONNEL POLICY

1. Contractor will keep a file of job application forms for all foremen and journeymen of the different trades bearing sufficient evidence that the foremen or journeyman is qualified for the respective pay in his trade. Owner will have access to this file during regular working hours.
- 2-1 Contractor shall not employ persons with a higher pay for jobs which require less qualification.

General foremen will not be employed unless there are more than three foremen in the trade. Other arrangements need prior approval by Owner.
- 2-2 Contractor will strictly adhere to the policy of hiring relatives and in-laws as enumerated below:
 - 2-2.1 Blood relatives or in-laws of a superintendent, general foreman, or foreman may not be employed within the straight line of command.
 - 2-2.2 Blood relative or in-laws of key office personnel may not be employed in the field as field personnel or in the office as office personnel.
 - 2-2.3 Blood relatives or in-laws including husband or wife of office clerks or secretaries may not be employed in the field or field office.
- 3-1 A job description for all key personnel from the Project Manager down to the superintendent level must be presented to the Owner, which also outlines the limits of responsibilities for the individual employee.

It is the Contractor's responsibility to show sufficient evidence to the Owner about experience and qualification of all key personnel. Owner may, at its discretion, reject any member of key personnel which does not seem to have the necessary qualification and/or experience to function satisfactorily.
- 3-2 Vacation policy for key personnel shall be in accordance with the Contractor's general vacation policy with, however, the

EXHIBIT E - (Cont'd.)

following provisions:

- 3-2.1 Vacations have to be taken during the calendar year in which they occur.
- 3-2.2 Personnel, not being a full year at the Owner's construction site will be given that portion of vacation time which is in proportion to the calendar months he has been employed on the Owner's construction site.
- 3-2.3 Key personnel will be entitled to vacation after being three months at Owner's construction site. If key personnel stays less than three months in a calendar year at the job site no vacation will be given for that calendar year.
- 3-3 Contractor will submit to Owner on a weekly basis absentee forms to salaried personnel indicating any absenteeism of more than four hours.

EXHIBIT F

FACTORY INSURANCE ASSOCIATION

HARTFORD CHICAGO SAN FRANCISCO

CERTIFICATE

EASTERN REGIONAL OFFICE
65 WOODLAND STREET
HARTFORD, CONNECTICUT 06102
TEL (203) 525-2001
TELEFAX 9-0349

Insured: Hoechst Fibers Incorporated and
Address: Daniel Construction Company; AIMA

Name and Address of Payee under this Certificate:

Assured

Amount of Certificate does not exceed \$As interest may appear, but not to exceed \$20,000,000

Property of Payee: General Construction at Assured's
Plant, Spartanburg, So. Car.

This certifies that insurance against physical loss or damage caused by fire, lightning, leakage from fire protective equipment, wind and hail, explosion, aircraft, vehicles, sonic shock waves, smoke, riot and civil commotion including vandalism and malicious mischief, all in accordance with forms attached to Policy(ies) listed below and subject to the limitations thereof, is in force under said Policy(ies) issued through the Factory Insurance Association. Of the total amount of insurance in force, an amount as stipulated is hereby set over to apply to the Payee under the same terms and conditions as if the insurance had been written in the Payee's name only; provided, however, that any excess of insurance concurrent herewith over and above the value of the property at risk consigned or belonging to said Payee shall be for the benefit of the captioned Insured, to cover property not consigned or belonging to said Payee.

Loss, if any, through the Factory Insurance Association under this Certificate shall not exceed its pro rata proportion of all concurrent insurance in force for the above captioned Insured.

Any violation of any of the conditions of said Policy(ies) by the proprietor or occupants of the premises, so far as said Policy(ies) covers property consigned or belonging to said Payee, shall not vitiate said Policy(ies); but this condition does not apply to insurance that may be for the benefit of the above captioned Insured.

Loss, if any, in conformity with the conditions of said Policy(ies) to be first payable to said Payee only on presentation and surrender of this Certificate.

This Certificate is not transferable and may be cancelled by the Factory Insurance Association by giving notice of cancellation to said Payee as follows:

ten days' written notice in states of Maine, Mass. and Minn.
five days' written notice in remaining states, Puerto Rico and District of Columbia

The Policy(ies) contain a deductible provision in the amount of \$50,000

Effective date this Certificate: 11-1-71

Certificate Expires: 11-1-74

FIA Policy No. 31-7-39107

Policy Expires: 11-1-74

FACTORY INSURANCE ASSOCIATION
EASTERN REGIONAL OFFICE
R. M. Tait, Manager

By [Signature]
His Attorney

JOHNSON & MIDDINGS
INSURANCE BROKERS
EMPLOYEE BENEFIT PLAN CONSULTANTS
55 WALL ST., NEW YORK 10038 WIL 1-3151

The named insured shall read:

Daniel Construction Company of South Carolina, Division of Daniel International Corporation, Greenville, S. C. Hoechst Fibers Incorporated., Spartanburg, S. C. Farbwerke Hoechst AG., Hechst, Germany, Friedrich Uhde GmbH, Bad Soden, Germany and Hercules Incorporated, Wilmington, Delaware.

The named insured shall also include Spartanburg County, South Carolina and Chemical Bank, Trustee, 20 Fine Street, New York, New York, only in regards to work being done by Daniel Construction Company of South Carolina, Division of Daniel International Corporation or their sub-contractors.

CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

Hoechst Fibers Incorporated

Named Insured and Address: **Daniel Construction Company of South Carolina, Division of Daniel International Corporation, Greenville, S. C.**

Policy Number	Policy Term	Type of Insurance	Limits of Liability		Property Damage
			Bodily Injury	Statutory	
O-PJ 32014	10/1/72-73	Workmen's Compensation	S. C.		
O-PJ 32014	10/1/72-73	Employers' Liability	\$ 100,000	Each Person	
			\$ 100,000	Each Accident	
			\$,000	Medical - Each Person	
		Comprehensive Automobile Liability	\$,000	Each Person	
			\$,000	Each Occurrence	\$,000
		Comprehensive General Liability <input type="checkbox"/> Including Blanket Contractual Liability	\$,000	Each Person	
			\$,000	Each Occurrence	\$,000
				Aggregate Operations	\$,000
				Aggregate Protective	\$,000
			\$,000	Operations and Products	\$,000
		<input type="checkbox"/> Manufacturers' and Contractors' Liability <input type="checkbox"/> Owners', Landlords' and Tenants' Liability	\$,000	Each Person	
			\$,000	Each Occurrence	\$,000
				Aggregate	\$,000
		Completed Operations and Products Liability	\$,000	Each Person	
			\$,000	Each Occurrence	\$,000
			\$,000	Aggregate	\$,000
		Contractual Liability	\$,000	Each Person	
			\$,000	Each Occurrence	\$,000
				Aggregate	\$,000
		Comprehensive Excess Indemnity	\$,000	Each Occurrence	Combined Personal Injury and Property Damage
			\$,000	Aggregate	
CEPI7737	10/1/72-73	Excess Workmen's Compensation (Umbrella)	\$10,000,000 over Employer's Liability coverage		

Description and location of operations and automobiles covered:

Hoechst Fibers Incorporated

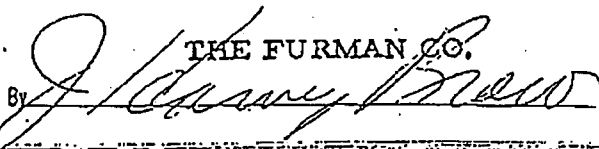
U. S. Fidelity and Guaranty Company will notify the holder of this certificate of any material change in or cancellation of these policies.

~~The Company designated below will notify the holder of this Certificate of any material change in or cancellation of the policies listed herein.~~

UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date May 16, 1973

By  **THE FURMAN CO.**

DANIEL CONSTRUCTION COMPANY AND
DANIEL CONSTRUCTION COMPANY INTERNATIONAL
CONTRACTING POLICY - INSURANCE

February 1, 1973

The Daniel Construction Companies' insurance programs for construction and maintenance operations are based on the following premises: (1) that Daniel can best prevent and insure, and therefore should hold the Client harmless from, legal liability which is associated with bodily injury and/or property damage losses to Daniel, its employees, agents or subcontractors, or to third parties, and is caused in whole or in part by acts or omissions of Daniel, its employees, agents or subcontractors; (2) that the Client can most economically insure, and therefore should retain all risks of loss resulting from damage to any of its property which could be involved in the construction or maintenance operations; and (3) that the Client can fully insure and should retain full responsibility for bodily injury or property losses to third parties which are due solely to the negligence of the Client, its agents or employees without any contributing act or omission on the part of Daniel or its employees, agents or subcontractors.

The premises stated above are fundamental to all Daniel contractual relations and are defined in Daniel standard contracts as follows:

Section 9. Indemnification and Insurance.(a) **Contractor's Indemnification.** Contractor will indemnify and hold harmless Owner, its agents and employees, from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damages, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than property to be insured by Owner in accordance with paragraph (c) of this section), and (ii) is caused in whole or in part by negligent act or omission of Contractor, any subcontractor, or their agents, servants, or employees, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligations of Contractor under this indemnification shall not extend to any liability with respect to or arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications, or other architectural or engineering services in connection with the work; provided, however, that this sentence shall not limit responsibility assumed by Contractor under a design services agreement expressly incorporated in this contract by reference. The obligations of Contractor under this indemnification also shall not extend to any liability with respect to or arising out of any loss which is attributable solely to the negligence of Owner, its agents or employees, or to a violation of any duty imposed by law upon Owner, its agents or employees (including without limitation any duty imposed by any occupational safety and health legislation).

(b) **Contractor's Liability Insurance.** Prior to the commencement of any work on the project, Contractor shall procure and thereafter maintain for the duration of its responsibilities hereunder, Comprehensive General and Comprehensive Automobile Liability policies which have limits for bodily injury of \$250,000 per person and \$500,000 per occurrence and for property damage of not less than \$100,000 per occurrence. The Automobile policy shall include blanket non-owned vehicle coverage, and the Comprehensive General Liability policy shall include customary contractor coverages, such as completed operations, blanket contractual, independent contractors, and XCU. Contractor also shall maintain Workmen's Compensation and Employers Liability policies with statutory limits (or comply with compulsory state funds) as required by the state in which the project is located, and shall provide to Owner a waiver of the insurer's subrogation rights with respect to losses paid under Workmen's Compensation or Employer's Liability coverages. To provide coverage for any legal liability which may exceed these underlying limits, Contractor shall maintain Comprehensive Excess Indemnity (commonly referred to as "Umbrella") policies with aggregate limits of not less than \$25,000,000. Contractor also will furnish a standard endorsement to its Comprehensive General Liability policy naming Owner as an additional insured under said policy with respect to any contingent or indirect legal liability of Owner arising out of Contractor's performance hereunder. In addition, Contractor will obtain for Owner's account upon request a Comprehensive General Liability insurance policy written by Contractor's liability insurer and insuring Owner against losses due to the sole negligence of Owner which arise out of Contractor's work hereunder.

(c) **Property Insurance.** Owner shall insure, or at its election self-insure, for their full insurable value, existing facilities of Owner at or near the site of the work and the work itself. Owner also agrees to insure or self-insure all transit damage losses (in excess of carrier liability) to the property of Owner and to property purchased for the account of Owner for incorporation in the work. (As used in the preceding

sentences "the work" shall include, without limitation all materials and supplies stored on the site of the work for use or incorporation in the work, all temporary construction on the site and any items of equipment of Owner, but shall exclude all tools and equipment owned, rented or borrowed by Contractor, its subcontractors or their employees and used by them in the performance of the work.) Such insurance shall provide coverage against all losses which might result from risks insurable by a combination of a fire and extended coverage policy, a boiler and machinery policy, a business interruption policy, an ocean (and air) transit policy and a broad form "All Risks" difference in conditions policy. Owner hereby waives all right of recovery, and agrees to obtain a waiver of any subrogation rights of its insurers, against Contractor and its subcontractors for any loss, including, without limitation, loss of use and all consequential damages thereof, resulting from risks to be insured under this paragraph (c). Contractor agrees, at the election of Owner, to purchase for the account of Owner (through Contractor's blanket policies or otherwise) All Risks Builder's Risk or Difference In Conditions insurance or other property insurance for the work.

Daniel is aware that the standard insurance industry endorsement naming the Client as an additional insured under Daniel's Comprehensive General Liability policy will provide coverage only in the nature of owner's protective liability insurance for contingent liability of the Client arising out of specific Daniel operations. Daniel therefore has obtained the general agreement of its insurance carrier, United States Fidelity and Guaranty Company, to write at the request of any Daniel Client, a comprehensive general liability insurance policy covering any direct liability of the Client for its own negligence in connection with work performed by Daniel. This policy will provide to the Client a means of fully protecting itself against loss due to any actual or alleged "sole negligence" of the Client which is connected to Daniel's operations, while avoiding the possible illegality of a contractor's indemnity against such sole negligence.

Any indemnification provided to the Client beyond the scope of Section 9 (a) of Daniel's standard contract form as quoted above, and any change in the language of that section, may require changes in our insurance policies and must receive the prior written approval of the Daniel Law Department.

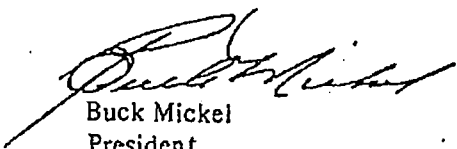
At the request of the Client, Daniel may agree to insure for the Client's account portions of the property risk. Daniel's principal considerations in these instances are (1) that each type of insurable property risk inherent in the work be identified, (2) that the responsibility for providing specific coverage be clearly delineated by the contract, and (3) that the follow-up actions necessary to bind such coverages be taken.

To provide the flexibility required for accepting additional responsibility for property insurance, Daniel's insurance program includes (1) an unusually broad form manuscript "All Risks" property insurance policy, which is written to include "Fire and Extended Coverage", but may be endorsed to provide only "Difference in Conditions" coverage, (2) a standard "Installation Floater" policy, and (3) a blanket Ocean Marine Transit policy. Any of these policies is available to the Client upon reimbursement of premiums and assumption of minimum deductibles. In addition, the Insurance Section of Daniel's Law Department is prepared to obtain for the Client's account, or to consult with the Client on, any other coverages (such as contingent Business Interruption) that may be required by the Client.

Premium rates for all of Daniel's optional insurance coverages are highly competitive.

Daniel is particularly cognizant of the value to its Clients of Daniel's excellent accident prevention record and the resulting maintenance of low Daniel insurance costs. However, we also are aware of the significant need to manage insurable risks for each project by a positive decision to prevent, insure, or retain, each foreseeable risk on the most economical basis for both the Client and Daniel. We therefore will consider with the Client the specific risk management needs of any project at any time.

DANIEL CONSTRUCTION COMPANY


Buck Mickel
President

3419

12

GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT

EXHIBIT G

RELEASE OF LIENS (Article 17)

The undersigned, for and in consideration of the sum of _____ Dollars
(_____) to be paid to it by Hoechst Fibers Incorporated, said sum representing full and final payment for all original work, changed work and extra work performed under or in connection with the contract identified below, as well as all Fixed Fees paid or to be paid for such work, does hereby release and forever discharge Hoechst Fibers Incorporated (such term including its officers, employees and agents) from all liens, claims (e.g., for Fixed Fees or reimbursement of costs), actions and causes of actions which the undersigned has or may have against Hoechst Fibers Incorporated with regard to the performance of said work.

Contract Identification

Contract _____ Effective _____

Title: EXPAND MANUFACTURING PLANT AT SPARTANBURG, S. C.
FOR
HOECHST FIBERS INCORPORATED

Related Purchase Order: _____

Further, the undersigned agrees to save and hold harmless Hoechst Fibers Incorporated (1) from any and all liens and claims of all parties (including undersigned's officers, employees and agents) whatsoever engaged directly or indirectly by the undersigned for labor, material, service, or any other thing furnished by or through the undersigned for the performance of said work, and, (2) from all actions, suits, and other proceedings whatsoever arising out of such liens or claims or from the performance of said work.

Daniel Construction Company

By _____
Officer

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public

3421

EXHIBIT H

FEE & FL - PAYMENT SCHEDULE (Article 8.1)

PROJECT: 90065
Estimated gross amount:
(through Contractor's books)

HOECHST P.O. NO: 47-66456
Date: 06-17-74

\$ 420,000

Fee "Corridor": Upper 15%: \$ 483,000 ✓ Lower 15% \$ 356,550

Fixed Fee: \$ 23,000

Start of Construction: July, 1974 Estimated Completion Date: Sept. 1975

Payment Schedule for Fixed Fee:

Number of Increments: 5

Date	Payment
<u>Oct. 31, 1974</u>	<u>5,000</u>
<u>Jan. 31, 1975</u>	<u>5,000</u>
<u>April 30, 1975</u>	<u>5,000</u>
<u>July 31, 1975</u>	<u>5,000</u>

Upon Completion and Acceptance of Work: 3,000

TOTAL: \$23,000

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hoechst Fibers Incorporated
Owner

By [Signature]
Title _____

By [Signature]
Title V.P. OPERATIONS

Date _____

Date 6/13/74

Attest _____

Attest [Signature]

EXHIBIT H

FEE & FEE PAYMENT SCHEDULE (Article 8.1)

PROJECT: 90061
Estimated gross amount:
(through Contractor's books)

HOECHST P.O. NO: 07-66457
Date: 06-17-74

\$ 356,080

Fee "Corridor": Upper 15%: \$ 409,492 Lower 15% \$302,668

Fixed Fee: \$ 19,585

Start of Construction: July 1, 1974 Estimated Completion Date: July 1, 1975

Payment Schedule for Fixed Fee:

Number of Increments: 5

Date	Payment
Oct. 31, 1974	4,000
Jan 31, 1975	4,000
April 30, 1975	4,000
June 30, 1975	4,000

Upon Completion and Acceptance of Work: 3,585

TOTAL: \$ 19,585

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company

Contractor

By [Signature]

Title _____

Date _____

Attest _____

Hoechst Fibers Incorporated

Owner

By [Signature]

Title V.P. OPERATIONS

Date 8/2/74

Attest [Signature]

EXHIBIT H

FEE & FEE PAYMENT SCHEDULE (Article 8.1)

PROJECT: 90052
Estimated gross amount:
(through Contractor's books)

HOECHST P.O. NO: 07-66459
Date: 06-17-74

\$ 214,000

Fee "Corridor": Upper 15%: \$ 246,100 Lower 15% \$ 181,900

Fixed Fee: \$ 12,000

Start of Construction: July 15, 1974 Estimated Completion Date: Feb. 15, 1975

Payment Schedule for Fixed Fee:

Number of Increments: 2

Date Nov. 31

Payment \$7,000

Upon Completion and Acceptance of Work: 5,000

TOTAL: \$ 12,000

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hoechst Fibers Incorporated
Owner

By [Signature]
Title _____

By [Signature]
Title V.P. OPERATIONS

Date _____

Date 8/10/74

Attest _____

Attest [Signature]

17-67263-06-00-9

FEE & FILE PAYMENT SCHEDULE (Article 8.1)

PROJECT:
Estimated gross amount:
(through Contractor's books)

HOECHST P.O. NO:
Date:

\$ 506,900

Fee "Corridor": Upper 15%: \$ 582,935 Lower 15% \$430,865

Fixed Fee: \$ 27,880

Start of Construction: July, 1974 Estimated Completion Date: Feb., 1975

Payment Schedule for Fixed Fee:

Number of Increments: 3

<u>Date</u>	<u>Payment</u>
<u>Oct. 31, 1974</u>	<u>10,000</u>
<u>Jan. 31, 1975</u>	<u>10,000</u>
_____	_____
_____	_____
_____	_____
_____	_____

Upon Completion and Acceptance of Work: 7,880

TOTAL: \$ 27,880

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hoechst Fibers Incorporated
Owner

By [Signature]

By [Signature]

Title _____

Title V.P. OPERATIONS

Date _____

Date 6/22/74

Attest _____

Attest [Signature]

EXHIBIT H

Lan & Construction

47-67663-06-00-9

FEE & FEE PAYMENT SCHEDULE (Article 8.1)

PROJECT:
Estimated gross amount:
(through Contractor's books)

HOECHST P. O. NO:
Date:

\$ 793,430

Fee "Corridor": Upper 15%: \$ 912,445 Lower 15%: \$ 674,415

Fixed Fee: \$ 43,639

Start of Construction: Sept. 1974 Estimated Completion Date: Sept. 1975

Payment Schedule for Fixed Fee:

Number of Increments: 5

<u>Date</u>	<u>Payment</u>
<u>Dec. 31, 1974</u>	<u>9,000</u>
<u>Mar. 31, 1975</u>	<u>9,000</u>
<u>June 30, 1975</u>	<u>9,000</u>
<u>Aug. 31, 1975</u>	<u>9,000</u>

Upon Completion and Acceptance of Work: 7,639

TOTAL: \$ 43,639

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor
By [Signature]
Title _____
Date _____
Attest _____

Hoechst Fibers Incorporated
Owner
By [Signature]
Title V.P. OPERATIONS
Date 5.20.74
Attest [Signature]

EXHIBIT H

FEE & FEE PAYMENT SCHEDULE (Article 8.1)

PROJECT: 90035
Estimated gross amount:
(through Contractor's books)

HOECHST P.O. NO: 07-66458
Date: 06-17-74

\$ 9,869,449

Fee "Corridor": Upper 15%: \$ 11,349,866 Lower 15% \$ 8,389,032

Fixed Fee: \$ 542,819

Start of Construction: July 1, 1974 Estimated Completion Date: July 1, 1976

Payment Schedule for Fixed Fee:

Number of Increments: 9

Date	Payment
<u>Oct. 31, 1974</u>	<u>60,000</u> ✓
<u>Jan. 31, 1975</u>	<u>60,000</u> ✓
<u>April 30, 1975</u>	<u>60,000</u> ✓
<u>July 31, 1975</u>	<u>60,000</u> ✓
<u>Oct. 31, 1975</u>	<u>60,000</u> ✓
<u>Jan. 31, 1976</u>	<u>60,000</u>
<u>April 30, 1976</u>	<u>60,000</u>
<u>June 30, 1976</u>	<u>60,000</u>

Upon Completion and Acceptance of Work: 62,819

TOTAL: \$ 542,819

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hoechst Fibers Incorporated
Owner

By [Signature]

By [Signature]

Title _____

Title V.P. OPERATIONS

Date _____

Date 8/1/74

Attest _____

Attest [Signature]

GENERAL COST-PLUS-FIXED-FEE
INCENTIVE CONSTRUCTION CONTRACT

EXHIBIT H

FEE & FEE PAYMENT SCHEDULE (Article 8.1)

PROJECT: 90050 (Stretchline No. 11)
Estimated gross amount:
(through Contractor's books)

HOECHST P. O. NO: 47-51022-01-00-6
Date: 1/15/73

\$ 137,000

Fee "Corridor": Upper 15%: \$ 157,000 Lower 15% \$ 117,000

Fixed Fee: \$ 7,530

Start of Construction: June, 1973

Estimated Completion Date: Feb., 1974

Payment Schedule for Fixed Fee:

Number of Increments: _____

Date

Payment

Upon Completion and Acceptance of Work: 7,530

TOTAL:

\$ 7,530

IN WITNESS WHEREOF, Contractor and Owner have executed this Agreement, effective the day and year first above written.

Daniel Construction Company
Contractor

Hoechst Fibers Incorporated
Owner

By [Signature]

By [Signature]

Title Vice Pres.

Title Vice President, Operations

Date Aug 20 1973

Date August 14, 1973

Attest _____

Attest [Signature]

THE FURMAN Co.

ESTABLISHED 1888

DANIEL BUILDING • 242.5151

GREENVILLE, S. C.

29602

INSURANCE
INVESTMENT SECURITIES

September 14, 1973

REAL ESTATE
PROPERTY MANAGEMENT

Mr. Ray Partain
Daniel International Corp.
Daniel Building
Greenville, South Carolina 29602

RE: Helicopter Lifts
Hoechst Fibers, Inc.
Spartanburg, S. C.

Dear Ray:

Effective September 14, 1973, we have bound liability coverage for the three airwashes to be lifted at the above project. The first \$10,000,000 of this coverage has been bound with Associated Aviation Underwriters with the other Daniel excess liability layers providing coverage for their respective limits.

We are having endorsements issued adding this coverage to your policy and will forward them to you as soon as they are received.

Yours truly,



J. Harvey Brown
Vice President

JHB:KBW

3432

DANIEL ENGINEERS
A DANIEL CONSTRUCTION COMPANY DIVISION
DANIEL BUILDING
GREENVILLE, SOUTH CAROLINA 29602
TELEPHONE 803/242-5900



ENGINEERING CONTRACT

THIS AGREEMENT made the 20th day of August, 1973 by and between Daniel Engineers, a Division of Daniel International Corporation, hereinafter called "Daniel", and Hoechst Fibers Incorporated, hereinafter called the "Owner".

WITNESSETH

Daniel will employ all personnel including registered engineers and architects necessary to provide the engineering services hereinafter described in connection with the construction of a Filament VIII facility at the Owner's site in Spartanburg, South Carolina.

I. SCOPE OF WORK

Scope of work consists of Daniel performing sufficient engineering, purchasing and expediting functions to permit Daniel Construction Company to construct or manage the construction of the Filament VIII facility provided, however;

- A. Basic machinery layout and process design will be performed by the Owner and necessary drawings and information required to complete the work will be furnished by the Owner to Daniel for use by Daniel personnel in providing supporting engineering and design; the Owner accepts full responsibility for process concepts and design.
- B. Basic design functions by Daniel will exclude all instrumentation and process work except that instrumentation related to heating, ventilating, and air conditioning.
- C. Payment to vendors for materials, equipment, or services purchased under this contract shall not be an obligation of Daniel under this contract.



The specific areas of responsibility are designated by account numbers and are as follows:

<u>ACCOUNT</u>		<u>DESIGN</u>	<u>PURCHASING</u>
2015	<u>Spin Tower</u>		
	3 - Foundation	Daniel	Daniel
	4 - Building	Daniel	Daniel
	5 - A & E - Building	Daniel	Daniel
	- Process	Owner	Owner
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	8 - Instrumentation	Daniel	Daniel
	9 - Fire Protection	Daniel	Daniel
2016	<u>Filament Pack, Sort, Drawtwist & Cart Storage</u>		
	3 - Foundation	Daniel	Daniel
	4 - Building	Daniel	Daniel
	5 - A & E - Building	Daniel	Daniel
	- Process	Owner	Owner
	6 - Piping - Building	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	8 - Instrumentation	Daniel	Daniel
	9 - Fire Protection	Daniel	Daniel
8107	<u>Shops and Stores</u>		
	5 - A & E	Owner	Owner
8114	<u>Guard House</u>		
	4 - Building	Daniel	Daniel
8116	<u>Pirn Reclaim</u>		
	4 - Building	Daniel	Daniel
	5 - A & E	Daniel	Daniel
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
8121	<u>Laboratory</u>		
	5 - A & E - Building	Daniel	Daniel
	- Process	Owner	Owner
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	8 - Instrumentation	Daniel	Daniel

<u>ACCOUNT</u>		<u>DESIGN</u>	<u>PURCHASING</u>
8122	<u>Mechanical Equipment Room</u>		
	2 - C. T. Basin (Roof)	Daniel	Daniel
	3 - Foundation	Daniel	Daniel
	4 - Building	Daniel	Daniel
	5 - A & E - Building	Daniel	Daniel
	- Process	Owner	Owner
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	8 - Instrumentation	Daniel	Daniel
	9 - Fire Protection	Daniel	Daniel
8132	<u>Metal Fab Shop (Ext.)</u>		
	3 - Foundation	Daniel	Daniel
	4 - Building	Daniel	Daniel
	5 - A & E - Building	Daniel	Daniel
	- Process	Owner	Owner
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
8133	<u>E & I Shop (Ext.)</u>		
	3 - Foundation	Daniel	Daniel
	4 - Building	Daniel	Daniel
	5 - A & E - Building	Daniel	Daniel
	- Process	Owner	Owner
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
8135	<u>Stores & Receiving</u>		
	5 - A & E	Owner	Owner
8555	<u>Substation 28A & B</u>		
	7 - Electrical	Daniel	Daniel
8556	<u>Substation 31A, B & C</u>		
	7 - Electrical	Daniel	Daniel
8606	<u>Cooling Tower - Spinning</u>		
	2 - Basins	Daniel	Daniel
	5 - A & E	Daniel	Daniel
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	9 - Fire Protection	Daniel	Daniel
8647	<u>Hose House</u>		
	3 - Foundation	Daniel	Daniel
	9 - Fire Protection	Daniel	Daniel

<u>ACCOUNT</u>		<u>DESIGN</u>	<u>PURCHASING</u>
	<u>Outside Lines</u>		
8701	6 - Steam	Daniel	Daniel
8702	7 - Electrical	Daniel	Daniel
8703	6 - Telephone	Daniel	Daniel
8705	6 - Water	Daniel	Daniel
8706	6 - Firewater	Daniel	Daniel
8710	6 - Air	Daniel	Daniel
8711	6 - Storm & Sanitary Sewerage	Daniel	Daniel
8712	0 - Pipe Supports	Daniel	Daniel
8721	6 - Industrial Sewer	Daniel	Daniel
8800	6 - Process	Daniel	Daniel
9100	<u>Outside Tanks</u>		
	3 - Foundation	Daniel	Daniel
	5 - A & E	Daniel	Daniel
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	8 - Instrumentation	Daniel	Daniel
9310	<u>Warehouse (Ext.)</u>		
	3 - Foundation	Daniel	Daniel
	4 - Building	Daniel	Daniel
	5 - A & E	Daniel	Daniel
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	9 - Fire Protection	Daniel	Daniel
9312	<u>E & I Equipment Warehouse</u>		
	3 - Foundation	Daniel	Daniel
	4 - Building	Daniel	Daniel
	6 - Piping	Daniel	Daniel
	7 - Electrical	Daniel	Daniel
	9 - Fire Protection	Daniel	Daniel
9314	<u>Chip Silos</u>		
	3 - Foundation	Daniel	Daniel
	5 - A & E	Owner	Owner
	7 - Electrical	Daniel	Daniel
	8 - Instrumentation	Owner	Owner

<u>ACCOUNT</u>		<u>DESIGN</u>	<u>PURCHASING</u>
9541	<u>Roads</u>		
	0 -	Daniel	Daniel
9542	<u>Plant Fence</u>		
	0 -	Daniel	Daniel
9544	<u>Gravel Blanket</u>		
	0 -	Daniel	Daniel
9545	<u>Landscaping</u>		
	0 -	Daniel	Daniel
9546	<u>Plant Paging System</u>		
	0 -	Owner	Owner
9570	<u>Walks</u>		
	0 -	Daniel	Daniel
9700	<u>Furniture & Fixtures</u>		
	5 - A & E	Owner	Owner
9701	<u>Extra Machinery</u>		
	5 - A & E - Building - Process	Daniel Owner	Daniel Owner
9704	<u>Portable Material Handling Equipment</u>		
	5 - A & E - Building - Process	Owner Owner	Daniel Owner
9711	<u>D & M</u>		
	0 -	Daniel	Daniel
9717	<u>Model</u>		
	0 -	Owner	Owner
9912	<u>Clearing & Grading</u>		
	0 -	Daniel	Daniel

II. BASIS FOR PAYMENT

Daniel will be paid on the basis of the "Cost of Actual Time Spent" by all of its personnel engaged on the project (Item A below), plus expenses described in Item B below.

A. "Cost of Actual Time Spent" is defined to include the actual time spent by engineers, architects, designers, draftsmen, checkers, specification writers, engineering stenographers and clerks, chief buyer - expediter - inspector, systems analysts, programmer, or other persons who are assigned to this project, for the time during which they are actually engaged in this work and for paid legal holidays and vacation pay occurring during the progress of said work, including that portion chargeable to this project of the time spent by the Director of General Engineering and the Director of Process Engineering. Rates shall be in accordance with the attached RATE SCHEDULE A. The basic engineering staff shall be assigned to the project on a minimum 40-hour week with specialists assigned on an as-needed basis.

B. Expenses are defined as all costs of supplies used, blueprints and other reproductions, traveling and subsistence expenses, long distance communications, mailing expenses, renderings, models and photographs, and all other costs properly incurred in the performance of the work, including fees and invoices paid to consultants and/or firms engaged for specialized services such as surveys and engineering for site preparation and soil borings.

C. The budgeted total estimated amount for engineering is \$600,000 delineated as follows:

1) Engineering labor	\$275,000
2) Overhead at 77% of total labor costs	211,750
3) Expenses	50,000
4) Fixed fee at 23% of estimated Engineering labor	63,250
	<u>\$600,000</u>

D. The fee as outlined under Paragraph C, Item 4) above shall remain fixed provided the actual final Engineering Labor Cost does not increase or decrease from the budgeted estimated labor by more than fifteen percent (15%). In the event of an overrun in excess of the base plus fifteen percent (15%) that excess only will be subjected to a twenty-three percent (23%) fee payable to Daniel. In the event of an underrun in excess of the base minus fifteen percent (15%), that excess only shall be

used in computing a credit of fee to the Owner. Twenty-three percent (23%) shall be used to determine the amount of fee credit.

An overhead factor of 77% shall apply to the actual final Engineering labor to cover overhead.

III. CONFIDENTIALITY AGREEMENT

The Confidentiality Agreement (designated Attachment A, Sheets 1 and 2), dated August 20, 1973, is to be a part of this contract.

IV. PAYMENT

Payment of the fixed fee shall be made in four equal installments, each at the time one-fourth of the total engineering work is completed. The Owner may retain 10% of each quarterly fee billing. This retainage shall be payable at the conclusion of the engineering or upon final acceptance of the engineering by the Owner.

Request for payment will be made monthly for the full amount of labor and other items of cost enunciated in II-A and II-B above. Applications for payments will be supported by copies on invoices and a list of personnel with the time spent on the projects. Request for payment will be forwarded to the Owner on or before the 30th of each month and payment will be made by the Owner to Daniel on or before the 15th of the following month.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

WITNESS:

DANIEL ENGINEERS, a Division of
DANIEL INTERNATIONAL CORPORATION

Betty C. Stensell

By Robert L. Carter

Title V-P Engineering

WITNESS:

HOECHST FIBERS INCORPORATED

R. F. Foerster

By P. F. Foerster
Dr. P. F. Foerster

Title Vice President, Operations

Example: Daniel-Hoechst Contract, Filament VIII

Sample Contract

1. Engineering Labor (or base)	=	\$100,000
2. Overhead, 77% of Eng. Labor	=	77,000
3. Expenses		20,000
4. Fixed fee, 23% of Eng. Labor		23,000
Contract Total		<u>\$220,000</u>

(A) If Engineering Labor (or base) remains between \$85,001 and \$114,999 the fixed fee remains at \$23,000.

(B) Overrun exceeding 15% of Engineering Labor.

1. Engineering Labor (or base)	=	\$125,000
2. Overhead = $0.77 \times 125,000$	=	96,250
3. Expenses	=	20,000
4. Fee = $23,000 + .23 (125,000 - 115,000)$	=	<u>25,300</u>
		\$266,550

(C) Underrun exceeding 15% of Engineering Labor.

1. Engineering Labor (or base)	=	\$ 75,000
2. Overhead = $.77 \times 75,000$	=	57,750
3. Expenses	=	20,000
4. Fee = $23,000 - .23 (85,000 - 75,000)$	=	<u>20,700</u>
		\$173,450

DANIEL ENGINEERS
 A DANIEL CONSTRUCTION COMPANY DIVISION
 DANIEL BUILDING
 GREENVILLE, SOUTH CAROLINA 29602
 TELEPHONE 803/242-5900

RATE SCHEDULE A

August 20, 1973

<u>POSITION</u>	<u>CODE</u>	<u>RATE</u>
Division Director	DE 01	15.00
Assistant Director	ADE 02	12.50
Project Engineer	PE 03	11.00
Project Coordinator	PC 04	10.00
Architectural-Engineering Group Managers	EM 05	10.00
Estimator	EST 06	9.50
Purchaser/Expeditor/Traffic	PET 07	8.50
Architect/Engineers (Mechanical, Electrical, Civil, Planning)	E 08	9.50
Senior Designers	SDR 09	7.75
Designers	DR 10	6.25
Senior Draftsmen	SD 11	5.50
Draftsmen	D 12	4.75
Accountant	EA 13	7.50
Engineering Secretary	S 14	3.25
Clerk	C 15	3.25
Programmer	PR 16	8.00

To the above rates, add a multiplier of .77 to include overhead.



RATE SCHEDULE A

METHOD OF CHARGING FOR ENGINEERING SERVICES

We charge for our home or branch office employees, whether in the office or in the field, on an hourly basis, for each individual used on your project. Added to the base hourly rate will be a multiplier of .77 to cover the following overhead items.

1. Compensation Insurance
2. Federal Insurance Contribution Act
3. State Unemployment Insurance
- * 4. Vacation and Holiday Pay
5. Hospitalization Insurance
6. Administration Supervision
7. Liability and Other Insurance
8. Sick Leave
9. Rent and Building Maintenance
10. Local Phone Calls
11. Light, Heat, Power and Water
12. Amortization and Maintenance of Office Furniture and Equipment
13. Purchasing of Supplies for Engineering Personnel
14. General Office and Operating Supplies
15. Pre-Contract Cost and Preparation of Standards
16. Corporate (Non-Project) Accounting, Auditing, Legal
17. General Taxes (Except Federal) and Licenses
18. Personnel Recruiting
19. Professional Dues and Subscriptions

We also charge for our direct costs, with no overhead, for the following items where required for your project.

1. Travel
2. Living Expenses Away from Our Office for Any of Our Personnel
3. Long Distance or Toll Telephone Calls
4. Telegrams and Teletype
5. Any Special Forms or Printing
6. The Cost of Tracing Paper, Tracings, Autopositives, Blueprints or Other Reproductions, and Postage
7. Car Mileage at 12¢ Per Mile
8. Computer-Machine Time Charges
9. Special Legal Service
10. Engineering or Other Consultants
- ** 11. Rent of Offices

Where a job is on a tight schedule or crash program, we do not charge a premium for overtime. Overtime is charged at straight time rates.

RATE SCHEDULE A

Method of Charging for Engineering Services

We keep accurate records which are subject to your audit at any time. We bill monthly, listing the individuals who have worked on the project, their classification, and the number of hours worked. We also bill monthly for any reimbursable charges.

- * Where individuals are assigned to a project on a minimum 40 hour week or for the duration of the job, the paid legal holiday and vacations shall be a cost to the project.
- ** To cover cost of office space other than Daniel/Corporate/Division/Sales offices.

ATTACHMENT A

CONFIDENTIALITY AGREEMENT

August 20, 1973

GENERAL

In consideration of the fact that Hoechst Fibers Incorporated, or a subsidiary or affiliated company thereof, will furnish Daniel International Corporation (hereafter called "Daniel") with appropriate information for Daniel Engineers to design facilities for construction by Hoechst Fibers Incorporated and/or Daniel forces as requested by Hoechst Fibers Incorporated and agreed to by Daniel.

- A. Daniel agrees to retain in confidence and not to disclose to others information disclosed by Hoechst Fibers Incorporated,

except:

- 1) information which at the time of disclosure is the public domain or which subsequent to disclosure enters the public domain except by breach of this agreement by Daniel;
 - 2) information which Daniel can show by competent proof was in its possession at the time of disclosure by Hoechst Fibers Incorporated;
 - 3) information which Daniel receives from third parties in the absence of a secrecy agreement.
- B. Daniel agrees that it will not use, either for the sole benefit of itself, or for third parties, information which it is required hereunder to retain in confidence, without the prior written permission of Hoechst Fibers Incorporated.
- C. Daniel agrees to return all such information immediately following any formal request by Hoechst Fibers Incorporated to return such information.
- D. Daniel obligations under this agreement shall expire on the tenth anniversary of the effective date of this agreement, unless covered by an existing patent. Thereafter, Hoechst Fibers Incorporated agrees that it will make no claim against Daniel with respect to the use of information disclosed by Hoechst Fibers Incorporated to Daniel.

Attachment A

Confidentiality Agreement

- E. Daniel shall cause any subsidiary of Daniel and any Engineering subcontractor to comply with the terms hereof.

DANIEL ENGINEERS, Division of
DANIEL INTERNATIONAL CORPORATION

By Robert L. Carter

Date 12/19/73



HOECHST FIBERS INCORPORATED

Polyester Manufacturing Facility
Spartanburg, S. C.

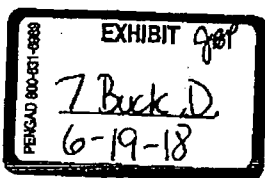
Construction Progress Report
For
Month Of FEBRUARY, 1973



DANIEL CONSTRUCTION COMPANY

DIVISION OF DANIEL INTERNATIONAL CORPORATION

Truett-Lewis/Daniel/
FD 06302



CRAWFORD 012844

3446

PROJECT STATUS REPORT
HOECHST FIBERS, INC.
POLYESTER MANUFACTURING

REPORT NUMBER

SEVENTY-NINE

MONTH

FEBRUARY, 1973

OWNER

HOECHST FIBERS, INC.

DESIGN ENGINEERS

DANIEL ENGINEERS

FILAMENT EXPANSION

HOECHST UBDE

POLYMERIZATION PLANT

OWNER REPRESENTATIVE

HORST BIERBRAUER

DANIEL PROJECT MANAGER

R. O. CAMPBELL

DISTRIBUTION:

HOECHST FIBERS, INC.

DANIEL CONSTRUCTION COMPANY

HORST BIERBRAUER (2)

MR. R. HUGH DANIEL

MR. BUCK MICKEL

MR. C. W. COX

MR. HARRY L. CUNNINGHAM, JR. (2)

Truett-Lewis/Daniel/
FD 06303

CRAWFORD 012845

3447

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Truett-Lewis/Daniel
FD 06304

CRAWFORD 012846

I. CONSTRUCTION ACTIVITY AND GENERAL PROGRESS

POLYMERIZATION - CP IV

1. Fabrication and installation of processing piping in this area continues. Approximately 528 Isometrics have been received and 229 tested with 209 permanently installed. Material continues to be checked off of new Isometrics and shortages purchased. Material has been received for 520 Isometric drawings.
2. Insulation of equipment in this area continues and is approximately 30% complete.
3. Insulation of piping continues as pipe is installed and released to the insulators. Approximately 10% has been insulated.
4. The electrical craft has resumed work in this area after a lull of several weeks due to the schedule.
5. Instrumentation continues on line 4 with approximately 35% of the work complete. Two hundred twenty-three (223) instrument items have been installed with a total of approximately seven hundred thirty-four (734) to be installed.
6. Miscellaneous iron supports for equipment on all floors has been received and is approximately 90% installed. One hanging platform is being fabricated and will be erected when received. Several equipment supports were revised as required by the latest drawings.
7. 80% of the equipment has been installed for line 4. Broken down by floors as follows: First floor-complete, Second floor-90%, Third floors-80%, Fourth floors-60%, Fifth floors-75%.
8. Heating manifolds are being installed.

Truett-Lewis/Daniel/
FD 06305

AIR COMPRESSER - CP V

1. Grating has been purchased for this area and due for delivery in March.
2. The prefab building has been erected.
3. Electrical work for this compressor has been completed, except mounting the main disconnect switches at 26B-pole for the primary feeder of sub-station # 25. This switch was shipped the last of this month.

STORES RECEIVING AND WAREHOUSE COMPLEX FILAMENT IV

1. The hardware for the doors of the (2) new offices in this area has been received and installed.
2. The sprinkler piping inside the building has been painted and the concrete north of this area striped.
3. The structural steel in the oil storage room of this area is ready for fire proofing.
4. Electrical work for this area has been completed.

ROADS FILAMENT V

1. The stone base has been placed on the road north of the filament VI project. This road will be paved as weather permits.
2. Underground piping in this area has been completed.

NUMBER 2 DE-GASER FILAMENT V

Complete

FLEM-RECLAIM FILAMENT V

1. Structural steel has been erected and bolts tightened.
2. Cofor floors decking has been received and placed and ready for first concrete pour.
3. Underground plumbing and drains are being installed as weather permits.

This piping is 95% complete.

4. A "Hold" has been placed on the first floor due to location of a process line.
5. Fabrication of steam piping for this area has begun.

FINISH OIL COMPONENT BUILDING

1. The foundation has been poured.
2. Underground piping inside the building has been completed.
3. Approximately 65% of the floor slab has been poured.
4. Shipment of the prefab building is scheduled for next month.

DRAWTEXTURING FILAMENT VI

This building is divided into four major construction areas.
Areas "A", "B", "B1", AND "C".

AREA "A"

1. Painting has been completed in this area.
2. The suspended ceiling is complete except installation of return-air grills. These are to be installed approximately the week of March 12.
3. Air conditioning duct on the roof of this area has been installed except for several pieces of exterior metal at the air washer.
4. Two (2) air washers over the "A" area have been checked out and are in operation.
5. Mechanical work in this area is complete except installing the finished oil to several of the drawtexturing machines and air piping.
6. Electrical work in this area has been completed except for a small amount of machinery wiring on No's. 9 and 10 machines.
7. The drawtexturing machines exhaust duct below the roof has been completed except welding in the 10th drop to the trunk line

- in the ceiling.
8. The exhaust duct above the roof has been temporarily tied-in until the machine can be shut down, and the permanent duct tied-in into the exhaust fan.
 9. Eight (8) drawtexturing machines have been released to the owners for operation. Two (2) more will be released within the next two weeks.

AREA "B"

1. Painting is in progress in this area.
2. The suspended ceiling contractor is scheduled to begin work in this area next week.
3. The air conditioning duct below the roof has been insulated.
4. The air conditioning duct above the roof is being installed for one (1) air washer and is scheduled for testing next week.
5. Duct supports are being installed for the 2nd air washer duct over this area.
6. Cable has been pulled to the drawtexturing machines in this area and is lying in the cable trays over the machine locations.
7. The main exhaust header duct has been erected in the ceiling. Installation of drops from this duct is to begin next week.
8. The exhaust fan supports have been installed on the roof and the exhaust fan set.
9. Two (2) drawtexturing machines in this area are 60% erected and two are 20% complete.
10. Installation of unistrut for light fixtures is at a stand still until material is received next week.
11. Installation of lighting and pulling cable continues.
12. Mechanical work in this area is complete except the finish oil,

and air piping to the machines.

AREA "B1"

1. Painting in this area has begun.
2. The air conditioning duct below the ceiling has been completed except one (1) run on the west end.
3. Insulation of this air conditioning duct below the ceiling is 90% complete.
4. The exhaust duct header for the drawtexturing machine has been installed.
5. The exhaust fan supports have been erected.
6. Electrical work continues in this area.
7. Mechanical work in this area has been completed except oil and air piping to the drawtexturing machine.

VENDETERIA CHANGEHOUSE LAB AND MAINTENANCE SHOP

1. The ground floor has been poured.
2. The elevator shaft has been erected from concrete block.
3. Exterior masonry work continues and is approximately 98% complete.
4. Interior masonry has begun and is approximately 70% complete.
5. Vapor barriers and hardboard installation along the south wall of this area is in progress.
6. Underground piping for this area has been completed except tie-in of a fire protection line.
7. Overhead piping has begun, and is approximately 25% complete.
8. The electrical craft is roughing-in wall boxes and conduits and running feeder cable.

Truett-Lewis/Daniel/
FD 06309

MECHANICAL EQUIPMENT ROOM FILAMENT VI

1. Condenser and chill water piping in the mechanical equipment room has been completed.
2. The chillers have been checked out and started up by the Trane Company.
3. One (1) chiller, one (1) chill water pump and condenser pump is being operated by the plant.
4. Overhead plumbing in this area is approximately 70% complete.
5. Electrical wiring and controls to the equipment has been completed.
6. Instrumentation of the chill water system is 75% complete, which included installation of temperature and pressure gauge.
7. One (1) 1500 gallon finish oil storage tanks has been set on the 2nd floor, and four (4) finish oil solution pumps installed.
8. Interior painting will progress after the exterior wall is painted on the outside.
9. The exterior roll-up doors have been erected.
10. The chill water return concrete tanks in this area has been painted on the inside with epoxy paint.
11. The vapor barrier and hardboard is being installed on the south wall and is approximately 40% complete.

PARKING LOT

Lighting poles and fixtures have been received for the new addition to the parking lot and will be erected as time permits.

PIPE BRIDGE FILAMENT VI

1. Pouring foundation for the pipe bridge from the filament V spin tower to the filament VI mechanical room continues and is approximately 60% complete.

2. The pipe supports have been erected from the filament V spin tower to the road north of the filament VI area.

FIRE LINE TO THE NEW WAREHOUSE

The fire line to the new warehouse is being installed with several hundred feet complete. The weather has put a temporary halt on this installation.

Truett-Lewis/Daniel/
FD 06311

II. ENGINEERING:

DRAWINGS RECEIPT TABULATION TO DATE

Previous Drawings Received-	1193
Drawings Received This Month-	<u>62</u>
Total	1255
Previous Revisions Received-	2906
Revisions Received This Month-	<u>176</u>
Total	3082
Isometric Drawings Previously Received-	525
Isometric Drawings Received This Month-	<u>38</u>
Total	563
Revised Isometrics Received Previously-	136
Revised Isometric Received This Month	<u>121</u>
Total	257

INFORMATION NEEDED:

1. On the steam reducing station in the mechanical equipment room.
2. For overhead or underground piping for the steam line from the Filament V spin tower to the Filament VI mechanical equipment room at the north road.
3. Latest drawings on concrete curb and guard rail on the road north of Filament VI area.
4. On the electrical requirements for the steam turbine in the mechanical equipment room.
5. On the electrical cable going from the main plant site to the new warehouse. This is to be a direct burial cable.

Truett-Lewis/Daniel
FD 06312

III. SCHEDULE

Line 4 on the Poly building continues on schedule.

A new CPM for the pirm reclaim building calls for completion in June, 1973.

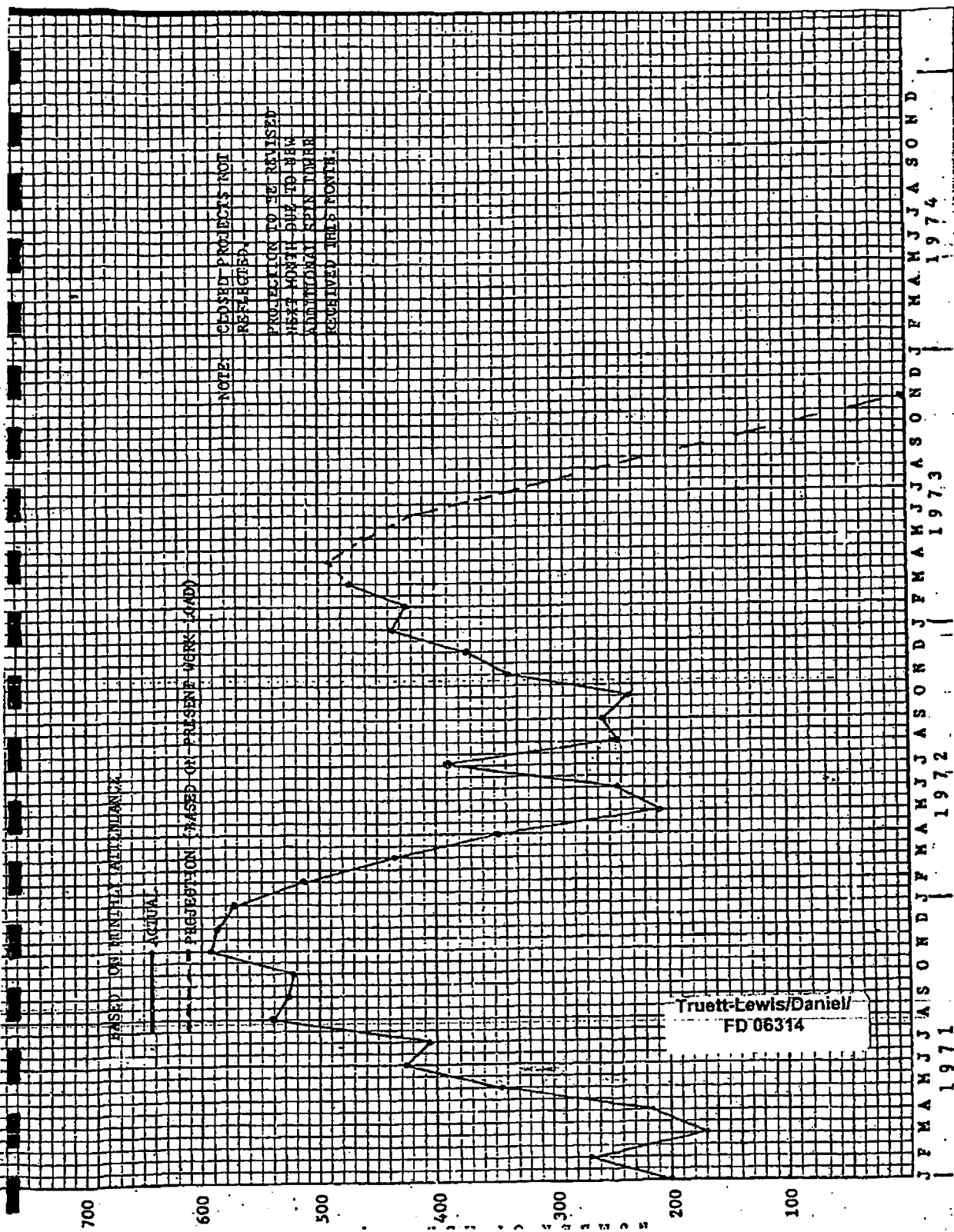
Release of the drawtexturing machine continues as scheduled.

Start up and check out of the Chillers for the drawtexturing area have been completed as scheduled and (1) system is being operated by the plant.

The (2) air washers over area "A" have been checked out and are in operation.

Drawings have been received for the foundation to the Filament VI spin tower as scheduled.

Truett-Lewis/Daniel/
FD 06313



CRAWFORD 012856

STATUS REPORT DANIEL CONSTRUCTION COMPANY

PROJECT: HOECHST FIBERS, INC.

DATE: FEBRUARY, 1973

LOCATION: SPARTANBURG, S. C.

	1972												1973												Schedule	
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	E. D.	L. D.
CONTI-POLY IV																										
Mechanical																								-	-	
Electrical																								-	-	
Instrumentation																								-	-	
Insulation:																										
Pipe																								-	-	
Equipment																								-	-	
Equipment																								-	-	
FIRM RECLAIM																										
Steel																								+2		
Underground																								-	-	
Slabs																								-	-	
Roofing																								-	-	
Siding																								-	-	
Masonry																								-	-	
Mechanical																								+2		
Electrical																										
Equipment																										
DRAWTEXTURING																										
Ceiling																									-5	
Painting																										
Mechanical																										
Electrical																										
Equipment																										

Truett-Lewis/Daniel
FD 06315

E.D. - Early Dates

+ Weeks Ahead Schedule
- Weeks Behind Schedule

--- Schedule Protected

CRAWFORD 012857

STATUS REPORT DANIEL CONSTRUCTION COMPANY

PROJECT: HOECHST FIBERS, INC.

DATE: FEBRUARY, 1973

LOCATION: SPARTANBURG, S. C.

	1972												1973												Schedule	
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	E. D.	L. D.
MECHANICAL EQUIPMENT ROOM																										
Mechanical																								-	-	
Electrical																								-	-	
Equipment																									-1	
Painting																									-2	
LAB OFFICES AND VENDETERIA																										
Masonry																									-2	
Underground																									-17	
Slabs																									-6	
Interior Partitions																								-	-	
Painting																								-	-	
Ceiling																								-	-	
Mechanical																									-6	
Electrical																									-5	

Truett-Lewis/Daniel
FD 06316

E.D. - Early Dates L.D. - Late Dates + Weeks Ahead Schedule - Weeks Behind Schedule - - - - - Schedule Projected

CRAWFORD 012858

IV. PERSONNEL AND MANPOWER

A. SALARY PERSONNEL

Project Manager	R. O. Campbell
General Superintendent	Ed Rhodes
Assistant Superintendent	Robert Hankemier
Mechanical Superintendent	Howard Potest
Millwright Superintendent	A. R. Freeman
Electrical Superintendent	Dean Mooney
Instrumentation Superintendent	McRae Starnes
Purchasing Agent	Jim Jordan
Project Accountant	J. L. Mitchell
Timekeeper	Jackie Brown
Assistant Timekeeper	Roger Webb
Field Engineer	Robert Orr
Cost Clerk	Joleen Roddy
Office Engineer	Charles Vaughn

B. MANPOWER ON PROJECT

CRAFTS:

Laborers	34
Cement Finishers	4
Iron Workers - Reinforcing	3
Iron Workers - Structural	15
Carpenters	27
Painters	2
Millwrights	41
Plumbers	12
Masons	19
Pipefitters	85

Truett-Lewis/Daniel/
FD 06317

Pipefitter Welders	43
Instrument Fitters	10
Electricians	70
Sheet Metal	1
Mechanic	2
Equipment Operators	14
Truck Drivers	5
Field Engineering	2
Insulators	<u>35</u>
Sub Total - Crafts	424
OVERHEAD:	
Hourly	12
Salaried	<u>14</u>
Sub Total - Overhead	26
SUB-CONTRACTORS:	
Southern Contractors	4
Gmewell Mechanical	10
Stewart Ramsuer	4
Freeman Mechanical	4
Tomlinson Engineer	<u>4</u>
Sub Total - Contractors	<u>26</u>
TOTAL ON PROJECT	502

This project loss 1,920 man hours due to weather and sickness this month.

Truett-Lewis/Daniel/
FD 06318

V. PROCUREMENT

Report for February, 1973

	<u>NUMBER</u>	<u>DOLLAR AMOUNT</u>
Purchase Order Previous Balance	4047	\$4,484,985.12
Sub-contracts Previous Balance	116	\$1,561,460.22
Total Previous Balance	4163	\$6,046,445.34
This Month:		
Purchase Orders	209	\$ 194,129.01
Sub-contracts	4	\$ 49,233.00
Total Orders To Date	4256	\$4,679,114.13
Total Sub-contracts To Date	120	\$1,610,693.22
Total Commitments To Date	4376	\$6,289,807.35

HOECHST FIBERS INCORPORATED PROJECT
SUMMARY OF CRAFT MANPOWER, RATES, AND RATIOS

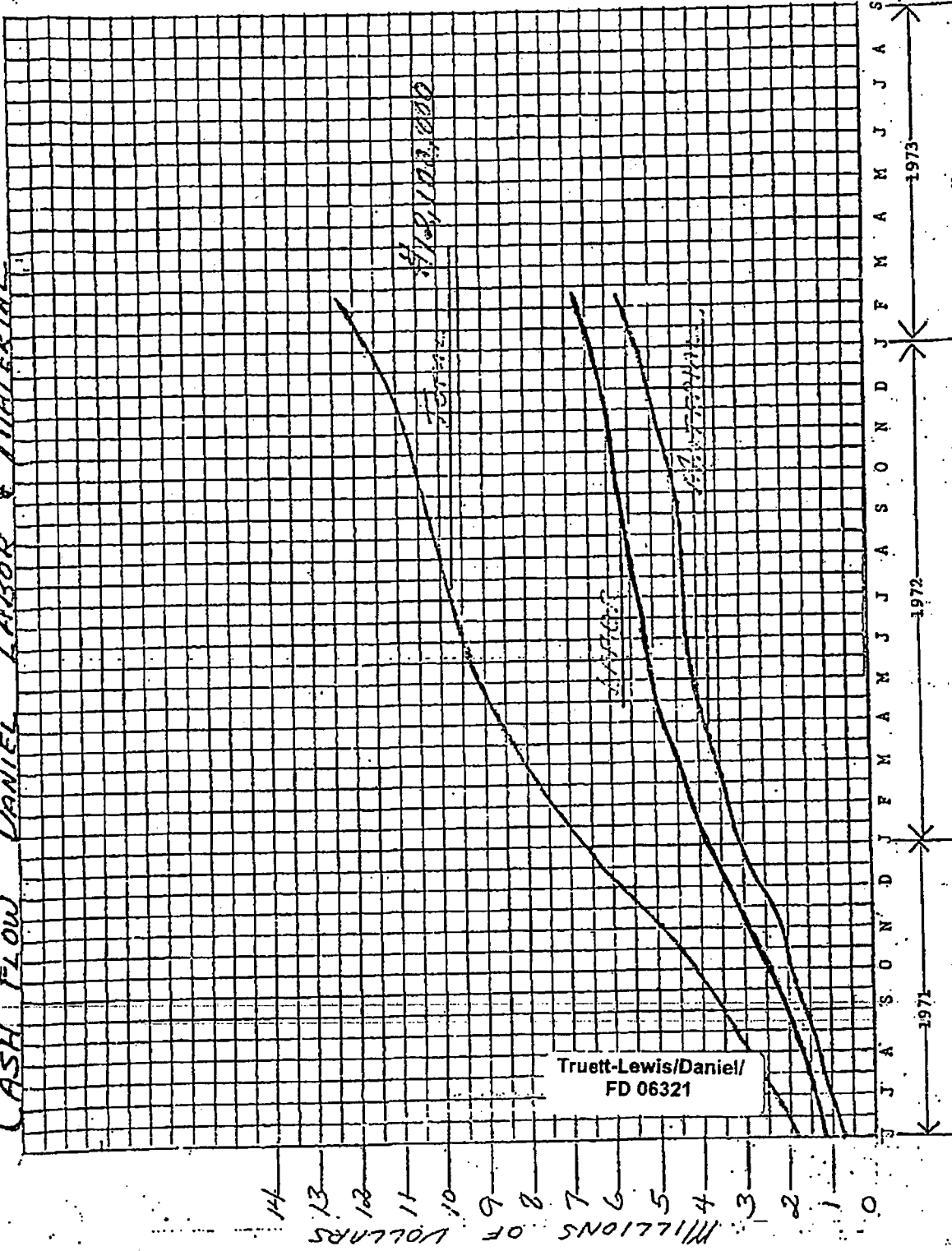
CRAFT NAME	CURRENT WEEK ENDING 2-24-73		
	NO. MEN ON PAYROLL	JY/APP RATIO	AVERAGE RATE R/T
LABOR	40	N/A	2.758
CEMENT FINISHERS	4	4.00:1	4.165
IRON WORKERS	18	2.60:1	4.667
MASONS	19	2.17:1	4.624
CARPENTERS	25	1.77:1	4.310
PAINTERS	2	2.00:1	3.800
MILLWRIGHTS	40	1.66:1	4.501
PIPEFITTERS	146	2.48:1	4.946
INSULATORS	39	1.29:1	4.402
INSTRUMENT	10	9.00:1	5.152
SHEET METAL	2	1.00:1	4.827
ELECTRICIANS	69	1.16:1	4.519
OPERATORS	20	N/A	4.374
FIELD ENGINEERS	2	1.00:1	4.047
HOURLY PERSONNEL	11	N/A	2.656
SALARIED PERSONNEL	13	N/A	5.750
TOTAL	460		4.479

Truett-Lewis/Daniel
FD 06320

CRAWFORD 012862

3464

CASH FLOW DANIEL LABOR & MATERIAL



CRAWFORD 012863

VII. SAFETY

Weekly tool boxes meetings were held by the foremen.

The Daniel safety booklet is being given to each new employee.

The safety committee meetings are held weekly.

This project has worked approximately 960,000 man hours since January 5, 1972 without a loss time accident.

A safety meeting was held this month by the project manager with all supervisors. It was noted to the crafts that first aid cases had decreased for some crafts and increased in others.

Safety ladders was discussed, especially methods of getting materials up the ladder and use of safety belts while working off of a ladder.

3074



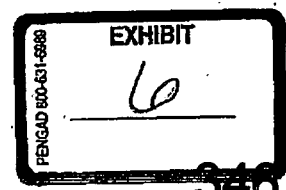
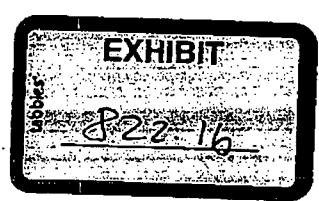
HOECHST FIBERS INCORPORATED

Polyester Manufacturing Facility
Spartanburg, S. C.

Construction Progress Report
For
Month Of FEBRUARY, 1973



DANIEL CONSTRUCTION COMPANY
DIVISION OF DANIEL INTERNATIONAL CORPORATION



3487

PROJECT STATUS REPORT
HOECHST FIBERS, INC.
POLYESTER MANUFACTURING

REPORT NUMBER

SEVENTY-NINE

MONTH

FEBRUARY, 1973

OWNER

HOECHST FIBERS, INC.

DESIGN ENGINEERS

DANIEL ENGINEERS

FILAMENT EXPANSION

HOECHST UHDE

POLYMERIZATION PLANT

OWNER REPRESENTATIVE

HORST BIERBRAUER

DANIEL PROJECT MANAGER

R. O. CAMPBELL

DISTRIBUTION:

HOECHST FIBERS, INC.

DANIEL CONSTRUCTION COMPANY

HORST BIERBRAUER (2)

MR. R. HUGH DANIEL

MR. BUCK-MICKEL

MR. C. W. COX

MR. HARRY L. CUNNINGHAM, JR. (2)

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 A. STAFF PERSONNEL

 B. MANPOWER

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VI. FINANCIAL STATUS 16-17

VII. SAFETY 18

I. CONSTRUCTION ACTIVITY AND GENERAL PROGRESS

POLYMERIZATION - CP IV

1. Fabrication and installation of processing piping in this area continues. Approximately 528 Isometrics have been received and 229 tested with 209 permanently installed. Material continues to be checked off of new Isometrics and shortages purchased. Material has been received for 520 Isometric drawings.
2. Insulation of equipment in this area continues and is approximately 30% complete.
3. Insulation of piping continues as pipe is installed and released to the insulators. Approximately 10% has been insulated.
4. The electrical craft has resumed work in this area after a lull of several weeks due to the schedule.
5. Instrumentation continues on line 4 with approximately 35% of the work complete. Two hundred twenty-three (223) instrument items have been installed with a total of approximately seven hundred thirty-four (734) to be installed.
6. Miscellaneous iron supports for equipment on all floors has been received and is approximately 90% installed. One hanging platform is being fabricated and will be erected when received. Several equipment supports were revised as required by the latest drawings.
7. 80% of the equipment has been installed for line 4. Broken down by floors as follows: First floor-complete, Second floor-90%, Third floors-80%, Fourth floors-60%, Fifth floors-75%.
8. Heating manifolds are being installed.

AIR COMPRESSOR - CP V

1. Grating has been purchased for this area and due for delivery in March.
2. The prefab building has been erected.
3. Electrical work for this compressor has been completed, except mounting the main disconnect switches at 26B-pole for the primary feeder of sub-station # 25. This switch was shipped the last of this month.

STORES RECEIVING AND WAREHOUSE COMPLEX FILAMENT IV

1. The hardware for the doors of the (2) new offices in this area has been received and installed.
2. The sprinkler piping inside the building has been painted and the concrete north of this area striped.
3. The structural steel in the oil storage room of this area is ready for fire proofing.
4. Electrical work for this area has been completed.

ROADS FILAMENT V

1. The stone base has been placed on the road north of the filament VI project. This road will be paved as weather permits.
2. Underground piping in this area has been completed.

NUMBER 2 DE-GASER FILAMENT V

Complete

FIRM-RECLAIM FILAMENT V

1. Structural steel has been erected and bolts tightened.
2. Cofor floors decking has been received and placed and ready for first concrete pour.
3. Underground plumbing and drains are being installed as weather permits.

This piping is 95% complete.

4. A "Hold" has been placed on the first floor due to location of a process line.
5. Fabrication of steam piping for this area has begun.

FINISH OIL COMPONENT BUILDING

1. The foundation has been poured.
2. Underground piping inside the building has been completed.
3. Approximately 65% of the floor slab has been poured.
4. Shipment of the prefab building is scheduled for next month.

DRAWTEXTURING FILAMENT VI

This building is divided into four major construction areas. Areas "A", "B", "B1", AND "C".

AREA "A"

1. Painting has been completed in this area.
2. The suspended ceiling is complete except installation of return-air grills. These are to be installed approximately the week of March 12.
3. Air conditioning duct on the roof of this area has been installed except for several pieces of exterior metal at the air washer.
4. Two (2) air washers over the "A" area have been checked out and are in operation.
5. Mechanical work in this area is complete except installing the finished oil to several of the drawtexturing machines and air piping.
6. Electrical work in this area has been completed except for a small amount of machinery wiring on No's. 9 and 10 machines.
7. The drawtexturing machines exhaust duct below the roof has been completed except welding in the 10th drop to the trunk line

in the ceiling.

8. The exhaust duct above the roof has been temporarily tied-in until the machine can be shut down, and the permanent duct tied-in into the exhaust fan.
9. Eight (8) drawtexturing machines have been released to the owners for operation. Two (2) more will be released within the next two weeks.

AREA "B"

1. Painting is in progress in this area.
2. The suspended ceiling contractor is scheduled to begin work in this area next week.
3. The air conditioning duct below the roof has been insulated.
4. The air conditioning duct above the roof is being installed for one (1) air washer and is scheduled for testing next week.
5. Duct supports are being installed for the 2nd air washer duct over this area.
6. Cable has been pulled to the drawtexturing machines in this area and is lying in the cable trays over the machine locations.
7. The main exhaust header duct has been erected in the ceiling. Installation of drops from this duct is to begin next week.
8. The exhaust fan supports have been installed on the roof and the exhaust fan set.
9. Two (2) drawtexturing machines in this area are 60% erected and two are 20% complete.
10. Installation of unistrut for light fixtures is at a stand still until material is received next week.
11. Installation of lighting and pulling cable continues.
12. Mechanical work in this area is complete except the finish oil,

and air piping to the machines.

AREA "B1"

1. Painting in this area has begun.
2. The air conditioning duct below the ceiling has been completed except one (1) run on the west end.
3. Insulation of this air conditioning duct below the ceiling is 90% complete.
4. The exhaust duct header for the drawtexturing machine has been installed.
5. The exhaust fan supports have been erected.
6. Electrical work continues in this area.
7. Mechanical work in this area has been completed except oil and air piping to the drawtexturing machine.

VENDETERIA CHANGEHOUSE LAB AND MAINTENANCE SHOP

1. The ground floor has been poured.
2. The elevator shaft has been erected from concrete block.
3. Exterior masonry work continues and is approximately 98% complete.
4. Interior masonry has begun and is approximately 70% complete.
5. Vapor barriers and hardboard installation along the south wall of this area is in progress.
6. Underground piping for this area has been completed except tie-in of a fire protection line.
7. Overhead piping has begun, and is approximately 25% complete.
8. The electrical craft is roughing-in wall boxes and conduits and running feeder cable.

MECHANICAL EQUIPMENT ROOM FILAMENT VI

1. Condenser and chill water piping in the mechanical equipment room has been completed.
2. The chillers have been checked out and started up by the Trane Company.
3. One (1) chiller, one (1) chill water pump and condenser pump is being operated by the plant.
4. Overhead plumbing in this area is approximately 70% complete.
5. Electrical wiring and controls to the equipment has been completed.
6. Instrumentation of the chill water system is 75% complete, which included installation of temperature and pressure gauge.
7. One (1) 1500 gallon finish oil storage tanks has been set on the 2nd floor, and four (4) finish oil solution pumps installed.
8. Interior painting will progress after the exterior wall is painted on the outside.
9. The exterior roll-up doors have been erected.
10. The chill water return concrete tanks in this area has been painted on the inside with epoxy paint.
11. The vapor barrier and hardboard is being installed on the south wall and is approximately 40% complete.

PARKING LOT

Lighting poles and fixtures have been received for the new addition to the parking lot and will be erected as time permits.

PIPE BRIDGE FILAMENT VI

1. Pouring foundation for the pipe bridge from the filament V spin tower to the filament VI mechanical room continues and is approximately 60% complete.

2. The pipe supports have been erected from the filament V spin tower to the road north of the filament VI area.

FIRE LINE TO THE NEW WAREHOUSE

The fire line to the new warehouse is being installed with several hundred feet complete. The weather has put a temporary halt on this installation.

II. ENGINEERING:

DRAWINGS RECEIPT TABULATION TO DATE

Previous Drawings Received-	1193
Drawings Received This Month-	<u>62</u>
Total	1255

Previous Revisions Received-	2906
Revisions Received This Month-	<u>176</u>
Total	3082

Isometric Drawings Previously Received-	525
Isometric Drawings Received This Month-	<u>38</u>
Total	563

Revised Isometrics Received Previously-	136
Revised Isometric Received This Month	<u>121</u>
Total	257

~~INFORMATION NEEDED:~~

1. On the steam reducing station in the mechanical equipment room.
2. For overhead or underground piping for the steam line from the Filament V spin tower to the Filament VI mechanical equipment room at the north road.
3. Latest drawings on concrete curb and guard rail on the road north of Filament VI area.
4. On the electrical requirements for the steam turbine in the mechanical equipment room.
5. On the electrical cable going from the main plant site to the new warehouse. This is to be a direct burial cable.

III. SCHEDULE

Line 4 on the Poly building continues on schedule.

A new CPM for the pirm reclaim building calls for completion in June, 1973.

Release of the drawtexturing machine continues as scheduled.

Start up and check out of the Chillers for the drawtexturing area have been completed as scheduled and (1) system is being operated by the plant.

The (2) air washers over area "A" have been checked out and are in operation.

Drawings have been received for the foundation to the Filament VI spin tower as scheduled.

IV. PERSONNEL AND MANPOWER

A. SALARY PERSONNEL

Project Manager	R. O. Campbell
General Superintendent	Ed Rhodes
Assistant Superintendent	Robert Hankemier
Mechanical Superintendent	Howard Poteat
Millwright Superintendent	A. R. Freeman
Electrical Superintendent	Dean Mooney
Instrumentation Superintendent	McRae Starnes
Purchasing Agent	Jim Jordan
Project Accountant	J. L. Mitchell
Timekeeper	Jackie Brown
Assistant Timekeeper	Roger Webb
Field Engineer	Robert Orr
Cost Clerk	Joleen Roddy
Office Engineer	Charles Vaughan

B. MANPOWER ON PROJECT

CRAFTS:

Laborers	34
Cement Finishers	4
Iron Workers - Reinforcing	3
Iron Workers - Structural	15
Carpenters	27
Painters	2
Millwrights	41
Plumbers	12
Masons	19
Pipefitters	85

Pipefitter Welders	43
Instrument Fitters	10
Electricians	70
Sheet Metal	1
Mechanic	2
Equipment Operators	14
Truck Drivers	5
Field Engineering	2
Insulators	<u>35</u>
Sub Total - Crafts	424
OVERHEAD:	
Hourly	12
Salaried	<u>14</u>
Sub Total - Overhead	26
SUB-CONTRACTORS:	
Southern Contractors	4
Gamewell Mechanical	10
Stewart Ramsuer	4
Freeman Mechanical	4
Tomlinson Engineer	<u>4</u>
Sub Total - Contractors	<u>26</u>
TOTAL ON PROJECT	502

This project loss 1,920 man hours due to weather and sickness this month.

V. PROCUREMENT

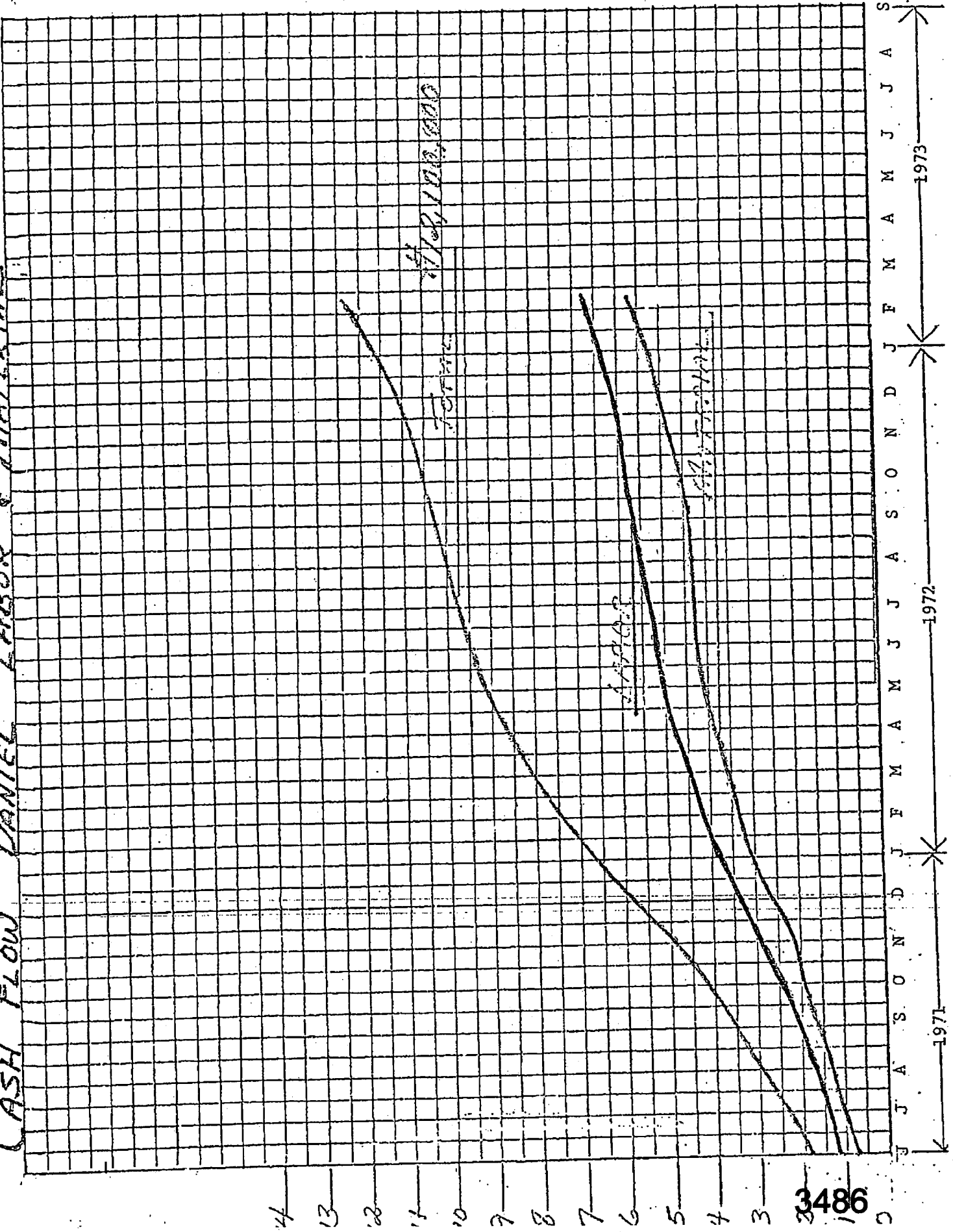
Report for February, 1973

	<u>NUMBER</u>	<u>DOLLAR AMOUNT</u>
Purchase Order Previous Balance	4047	\$4,484,985.12
Sub-contracts Previous Balance	116	\$1,561,460.22
Total Previous Balance	4163	\$6,046,445.34
This Month:		
Purchase Orders	209	\$ 194,129.01
Sub-contracts	4	\$ 49,233.00
Total Orders To Date	4256	\$4,679,114.13
Total Sub-contracts To Date	120	\$1,610,693.22
Total Commitments To Date	4376	\$6,289,807.35

HOECHST FIBERS INCORPORATED PROJECT
SUMMARY OF CRAFT MANPOWER, RATES, AND RATIOS

CRAFT NAME	CURRENT WEEK ENDING 2-24-73		
	NO. MEN ON PAYROLL	JY/APP RATIO	AVERAGE RATE R/T
BOR	40	N/A	2.759
MENT FINISHERS	4	4.00:1	4.165
ION WORKERS	18	2.60:1	4.667
.SONS	19	2.17:1	4.624
RPENTERS	25	1.77:1	4.310
INTERS	2	2.00:1	3.800
ILLWRIGHTS	40	1.66:1	4.501
PEFITTERS	146	2.48:1	4.946
ISULATORS	39	1.29:1	4.402
ISTRUMENT	10	9.00:1	5.152
HEET METAL	2	1.00:1	4.827
LECTRICIANS	69	1.16:1	4.519
PERATORS	20	N/A	4.374
IELD ENGINEERS	2	1.00:1	4.047
JURLY PERSONNEL	11	N/A	2.656
ALARIED PERSONNEL	13	N/A	5.750
TOTAL	460	-----	4.479

CASH FLOW DANIEL LABOR & MATERIAL



3486

VII. SAFETY

Weekly tool boxes meetings were held by the foremen.

The Daniel safety booklet is being given to each new employee.

The safety committee meetings are held weekly.

This project has worked approximately 960,000 man hours since January 5, 1972 without a loss time accident.

A safety meeting was held this month by the project manager with all supervisors. It was noted to the crafts that first aid cases had decreased for some crafts and increased in others.

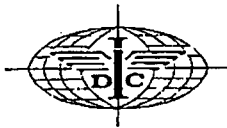
Safety ladders was discussed, especially methods of getting materials up the ladder and use of safety belts while working off of a ladder.



HOECHST FIBERS INCORPORATED

Polyester Manufacturing Facility
Spartanburg, S. C.

Construction Progress Report
For
Month Of FEBRUARY, 1973



DANIEL CONSTRUCTION COMPANY
DIVISION OF DANIEL INTERNATIONAL CORPORATION

PROJECT STATUS REPORT
HOECHST FIBERS, INC.
POLYESTER MANUFACTURING

REPORT NUMBER

SEVENTY-NINE

MONTH

FEBRUARY, 1973

OWNER

HOECHST FIBERS, INC.

DESIGN ENGINEERS

DANIEL ENGINEERS

FILAMENT EXPANSION

HOECHST UHDE

POLYMERIZATION PLANT

OWNER REPRESENTATIVE

HORST BIERBRAUER

DANIEL PROJECT MANAGER

R. O. CAMPBELL

DISTRIBUTION:

HOECHST FIBERS, INC.

DANIEL CONSTRUCTION COMPANY

HORST BIERBRAUER (2)

MR. R. HUGH DANIEL

MR. BUCK MICKEL

MR. C. W. COX

MR. HARRY L. CUNNINGHAM, JR. (2)

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 A. STAFF PERSONNEL

 B. MANPOWER

V. PROCUREMENT 15

VI. FINANCIAL STATUS 16-17

VII. SAFETY 18

AIR COMPRESSER - CP V

1. Grating has been purchased for this area and due for delivery in March.
2. The prefab building has been erected.
3. Electrical work for this compressor has been completed, except mounting the main disconnect switches at 26B-pole for the primary feeder of sub-station # 25. This switch was shipped the last of this month.

STORES RECEIVING AND WAREHOUSE COMPLEX FILAMENT IV

1. The hardware for the doors of the (2) new offices in this area has been received and installed.
2. The sprinkler piping inside the building has been painted and the concrete north of this area striped.
3. The structural steel in the oil storage room of this area is ready for fire proofing.
4. Electrical work for this area has been completed.

ROADS FILAMENT V

1. The stone base has been placed on the road north of the filament VI project. This road will be paved as weather permits.
2. Underground piping in this area has been completed.

NUMBER 2-DE-GASER FILAMENT V

Complete

FIRM-RECLAIM FILAMENT V

1. Structural steel has been erected and bolts tightened.
2. Cofor floors decking has been received and placed and ready for first concrete pour.
3. Underground plumbing and drains are being installed as weather permits.

This piping is 95% complete.

4. A "Hold" has been placed on the first floor due to location of a process line.
5. Fabrication of steam piping for this area has begun.

FINISH OIL COMPONENT BUILDING

1. The foundation has been poured.
2. Underground piping inside the building has been completed.
3. Approximately 65% of the floor slab has been poured.
4. Shipment of the prefab building is scheduled for next month.

DRAWTEXTURING FILAMENT VI

This building is divided into four major construction areas. Areas "A", "B", "B1", AND "C".

AREA "A"

1. Painting has been completed in this area.
2. The suspended ceiling is complete except installation of return-air grills. These are to be installed approximately the week of March 12.
3. Air conditioning duct on the roof of this area has been installed except for several pieces of exterior metal at the air washer.
4. Two (2) air washers over the "A" area have been checked out and are in operation.
5. Mechanical work in this area is complete except installing the finished oil to several of the drawtexturing machines and air piping.
6. Electrical work in this area has been completed except for a small amount of machinery wiring on No's. 9 and 10 machines.
7. The drawtexturing machines exhaust duct below the roof has been completed except welding in the 10th drop to the trunk line.

in the ceiling.

8. The exhaust duct above the roof has been temporarily tied-in until the machine can be shut down, and the permanent duct tied-in into the exhaust fan.
9. Eight (8) drawtexturing machines have been released to the owners for operation. Two (2) more will be released within the next two weeks.

AREA "B"

1. Painting is in progress in this area.
2. The suspended ceiling contractor is scheduled to begin work in this area next week.
3. The air conditioning duct below the roof has been insulated.
4. The air conditioning duct above the roof is being installed for one (1) air washer and is scheduled for testing next week.
5. Duct supports are being installed for the 2nd air washer duct over this area.
6. Cable has been pulled to the drawtexturing machines in this area and is lying in the cable trays over the machine locations.
7. The main exhaust header duct has been erected in the ceiling. Installation of drops from this duct is to begin next week.
8. The exhaust fan supports have been installed on the roof and the exhaust fan set.
9. Two (2) drawtexturing machines in this area are 60% erected and two are 20% complete.
10. Installation of unistrut for light fixtures is at a stand still until material is received next week.
11. Installation of lighting and pulling cable continues.
12. Mechanical work in this area is complete except the finish oil,

and air piping to the machines.

AREA "B1"

1. Painting in this area has begun.
2. The air conditioning duct below the ceiling has been completed except one (1) run on the west end.
3. Insulation of this air conditioning duct below the ceiling is 90% complete.
4. The exhaust duct header for the drawtexturing machine has been installed.
5. The exhaust fan supports have been erected.
6. Electrical work continues in this area.
7. Mechanical work in this area has been completed except oil and air piping to the drawtexturing machine.

VENDETERIA CHANGEHOUSE LAB AND MAINTENANCE SHOP

1. The ground floor has been poured.
2. The elevator shaft has been erected from concrete block.
3. Exterior masonry work continues and is approximately 98% complete.
4. Interior masonry has begun and is approximately 70% complete.
5. Vapor barriers and hardboard installation along the south wall of this area is in progress.
6. Underground piping for this area has been completed except tie-in of a fire protection line.
7. Overhead piping has begun, and is approximately 25% complete.
8. The electrical craft is roughing-in wall boxes and conduits and running feeder cable.

MECHANICAL EQUIPMENT ROOM FILAMENT VI

1. Condenser and chill water piping in the mechanical equipment room has been completed.
2. The chillers have been checked out and started up by the Trane Company.
3. One (1) chiller, one (1) chill water pump and condenser pump is being operated by the plant.
4. Overhead plumbing in this area is approximately 70% complete.
5. Electrical wiring and controls to the equipment has been completed.
6. Instrumentation of the chill water system is 75% complete, which included installation of temperature and pressure gauge.
7. One (1) 1500 gallon finish oil storage tanks has been set on the 2nd floor, and four (4) finish oil solution pumps installed.
8. Interior painting will progress after the exterior wall is painted on the outside.
9. The exterior roll-up doors have been erected.
10. The chill water return concrete tanks in this area has been painted on the inside with epoxy paint.
11. The vapor barrier and hardboard is being installed on the south wall and is approximately 40% complete.

PARKING LOT

Lighting poles and fixtures have been received for the new addition to the parking lot and will be erected as time permits.

PIPE BRIDGE FILAMENT VI

1. Pouring foundation for the pipe bridge from the filament V spin tower to the filament VI mechanical room continues and is approximately 60% complete.

2. The pipe supports have been erected from the filament V spin tower to the road north of the filament VI area.

FIRE LINE TO THE NEW WAREHOUSE

The fire line to the new warehouse is being installed with several hundred feet complete. The weather has put a temporary halt on this installation.

II. ENGINEERING:

DRAWINGS RECEIPT TABULATION TO DATE

Previous Drawings Received-	1193
Drawings Received This Month-	<u>62</u>
Total	1255
Previous Revisions Received-	2906
Revisions Received This Month-	<u>176</u>
Total	3082
Isometric Drawings Previously Received-	525
Isometric Drawings Received This Month-	<u>38</u>
Total	563
Revised Isometrics Received Previously-	136
Revised Isometric Received This Month	<u>121</u>
Total	257

INFORMATION NEEDED:

1. On the steam reducing station in the mechanical equipment room.
2. For overhead or underground piping for the steam line from the Filament V spin tower to the Filament VI mechanical equipment room at the north road.
3. Latest drawings on concrete curb and guard rail on the road north of Filament VI area.
4. On the electrical requirements for the steam turbine in the mechanical equipment room.
5. On the electrical cable going from the main plant site to the new warehouse. This is to be a direct burial cable.

III. SCHEDULE

Line 4 on the Poly building continues on schedule.

A new CPM for the pirm reclaim building calls for completion in June, 1973.

Release of the drawtexturing machine continues as scheduled.

Start up and check out of the Chillers for the drawtexturing area have been completed as scheduled and (1) system is being operated by the plant.

The (2) air washers over area "A" have been checked out and are in operation.

Drawings have been received for the foundation to the Filament VI spin tower as scheduled.

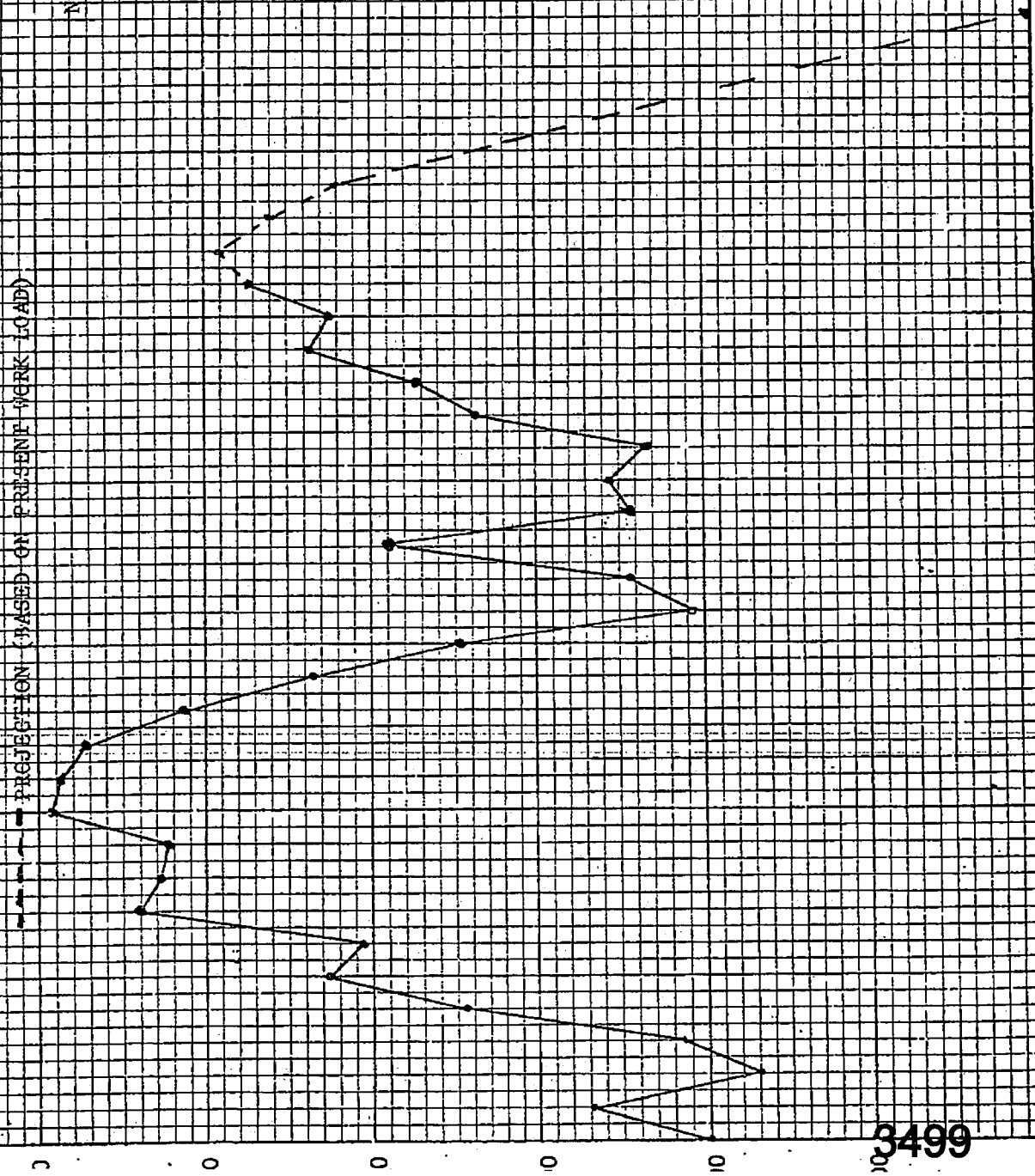
BASED ON MONTHLY ALLOWANCE

ACTUAL

PROJECTION (BASED ON PRESENT WORK LOAD)

NOTE: CLOSED PROJECTS NOT REFLECTED.

PROJECTION TO BE REVISED NEXT MONTH DUE TO NEW ADDITIONAL SPIN TOWER RECEIVED THIS MONTH.



J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D

STATUS REPORT

DANIEL CONSTRUCTION COMPANY

PROJECT: HOECHST FIBERS, INC.

DATE: FEBRUARY, 1973

LOCATION: SPARTANBURG, S. C.

	1972												1973												Schedule	
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	E. D.	L. D.
CONTI-POLY IV																										
Mechanical																								-	-	
Electrical																								-	-	
Instrumentation																								-	-	
Insulation:																										
Pipe																								-	-	
Equipment																								-	-	
Equipment																								-	-	
PIRM RECLAIM																										
Steel																								+2		
Underground																								-	-	
Slabs																								-	-	
Roofing																								-	-	
Siding																								-	-	
Masonry																								-	-	
Mechanical																								+2		
Electrical																										
Equipment																										
DRAWTEXTURING																										
Ceiling																									-5	
Painting																								-	-	
Mechanical																								-	-	
Electrical																								-	-	
Equipment																										
																								3500		