



U.S. Department
of Transportation
**Maritime
Administration**

Certificate of True Copy

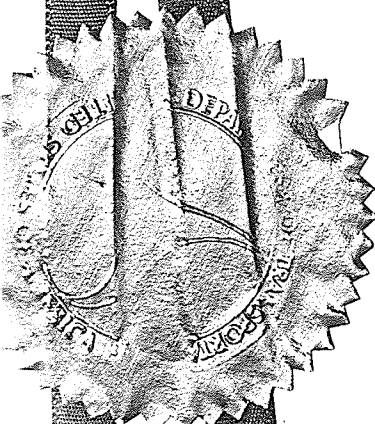
I HEREBY CERTIFY *that the annexed* _____ is a true copy of various documents in file
Moore D.D. Co. #5, as it appears on file _____

in the Maritime Administration, U.S. Department of Transportation

*IN WITNESS WHEREOF, I have hereunto set my hand, and caused
the seal of the Maritime Administration to be affixed, on the
day and year below written.*

Secretary JAMES E. SAARI
Maritime Administration

Washington, D.C. _____ 4/14/ _____ 1987



178-52-1032
55650

MOORE D. D. VV.
Plant Record
Pipe covering

APPROVED

Atkinson No. 1 - 1
Atkinson No. 2 - 1
Atkinson No. 3 - 1

UNITED STATES MARITIME COMMISSION

R. J. Loughery -- U.S.M.C.
PURCHASE CONTROLLER
Moore Dry Dock Company
2200 Adeline Street
Oakland, Calif.

October 5, 1943

L4-3

Regional Director of Construction
U.S. Maritime Commission
Oakland, California

SUBJECT: C2-S-B1 Cargo Vessels
MC Hull Nos. 1153 to 1217, Inc.
Bldrs. Hull Nos. 240 to 304 inc.
Contract No. MCC-7691-2-3-4-5
SUBCONTRACT OVER \$ 10,000

- Reference:
- (a) Form 27-a No. 2273-M dated 10/2/43
 - (b) Subcontract Nos. 1-2-3-4-5
Moore Dry Dock Co. and Plant Rubber &
Asbestos Works - dated May 20, 1943
 - (c) Blueprint Drawings Nos. E2-1992
and 2149-39000-1
 - (d) Abstract of bids dated May 20, 1943
 - (e) Purchase Requisitions Nos. 39021-1
and 39022-1
 - (f) Plant Rubber & Asbestos Works Bid
dated March 17, 1943
 - (g) Western Asbestos Co. Bid dated
March 30, 1943
 - (h) VanArsdale Harris Co. Bid dated
November 28, 1942
 - (i) Dutton Asbestos & Supply Co. letter
dated March 18, 1943
 - (j) Bay Cities Asbestos Co. letter
dated March 18, 1943
 - (k) L. T. McCarthy letter L4-3(PC)79-109
dated July 9, 1943 to R. J. Loughery
 - (l) R. J. Loughery letter L4-3 dated
June 9, 1943 to L. T. McCarthy
- Enclosure:
- (A) One copy each references (a), (c),
(d), (e), (f), (g), (h), (i), and
(j)
 - (B) Four copies reference (b)

-2

Regional Director of Construction
Oakland, Calif.
10/5/43

Attention: Mr. L. T. McCarthy, Chief,
Ship Purchase Approval Section

Dear Mr. McCarthy:

Enclosures (A) and (B) are referred to you for review and action. We believe that you will find this file complete and respectfully recommend approval of Reference (b).

Yours very truly,

/sgd./ R. J. Loughery
Purchase Controller

RJD:ld

CC: A.L. Wille
K. Haller
C.L. Wgar
D.S. Fagan

CONTRACT NO. 5.

THIS AGREEMENT, made and entered into this 20th day of May, 1943 by and between Moore Dry Dock Company, first party, hereinafter called "Contractor" and,

Plant Rubber and Asbestos Works,

second party, hereinafter called the "Subcontractor."

WITNESSETH:

WHEREAS, the Contractor has heretofore entered into a contract with the UNITED STATES OF AMERICA, represented by the UNITED STATES MARITIME COMMISSION, hereinafter referred to as the "Government", for the construction of certain vessels; and,

WHEREAS, the Subcontractor has read and is familiar with each and every part of said contract between the Contractor and the Government, hereinafter called the principal contract, and the respective rights, powers, benefits, and liabilities of the Contractor and the Government thereunder; and,

WHEREAS, the Subcontractor is willing to furnish the Materials, Articles and/or Services (herein sometimes referred to as Contract Products) and, to perform for Contractor so much of the above work as is hereinafter described on the terms and conditions and for the compensation hereinafter stated:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO:

1. WORK TO BE PERFORMED:

Subcontractor agrees in connection with furnishing Contract Products specifically to perform on the site to be furnished and at the location to be designated by Contractor, the following described work: Furnish all necessary labor, materials, tools and equipment to insulate Piping, Engine Room Auxiliaries, Boilers, etc., as detailed and listed on Drawings E2-1992, Sheets 1-9, inclusive, and 2149-39000-1, Sheets 1-4, inclusive. The above work to be performed on thirteen (13) vessels, Hulls 292-304, inclusive, as indicated on our purchase order 407500. This purchase order is herewith made part and parcel of the contract.

The above contract applies against USMC Hulls 1205-1217, inclusive, Moore Hulls 292-304, inclusive, USMC Contract No. Mcc-7695. Such work to be performed in accordance with the terms hereof and in strict conformity to the following plans, drawings, and/or specifications which by this reference are incorporated herein and made a part hereof and any changes in such plans, drawings and/or specifications which are made pursuant to Articles 5, 10 and 12 of this contract:

2. ITEMS TO BE FURNISHED BY CONTRACTOR:

Contractor agrees to furnish to Subcontractor, at the site of the work, for use in connection with the performance of the work under this contract, without charge to Subcontractor, the following items: Staging, temporary lights, air, water, power and crane service to and from dock to deck of ship.

e.e. McKee

Terms of payment

Subcontractor to be paid, prior

3. ITEMS TO BE FURNISHED BY SUBCONTRACTOR:

Subcontractor agrees to furnish at the location where said work is to be performed, with no extra charge other than the compensation provided in Article 17 hereof, everything necessary for the complete performance of this contract, including all labor, tools, implements, equipment, machinery, materials and supervision except those to be furnished by Contractor as described in Article 2 hereof.

Should the Subcontractor at any time during the performance of the contract be delayed in the performance of the work hereunder by reason of lack of materials, the Contractor reserves the right to purchase such materials and furnish the same to the Subcontractor and the cost of such materials will be deducted from the amounts becoming due to Subcontractor hereunder.

4. MUNICIPAL FEES AND DEPOSITS:

Subcontractor agrees to secure all necessary permits in connection with the performance of said work and to pay all municipal and other fees in connection therewith, and agrees to make any and all cash or other deposits, and furnish at its expense all bonds required by law or required by any lawful body having the right to make demand therefore.

Subcontractor, its employees and all others acting under its direction or control, shall at all times observe and comply with, insofar as they may be applicable, any and all laws, ordinances, statutes, rules and regulations of the United States and the State of California and their executive and administrative agencies and any and all other governmental agencies having any jurisdiction over the work to be done hereunder, and shall also observe and comply with any and all rules and regulations of the Contractor.

5. PLANS AND SPECIFICATIONS:

Subcontractor agrees fully to perform this agreement to the entire satisfaction of Contractor and in strict conformance with any plans, drawings, and/or specifications referred to or incorporated herein, and also in conformance with any plans, drawings, and/or specifications in effect at the date of this agreement, required by any lawful body having the right to demand that said work should be performed in the manner specified by such body.

6. COMMENCEMENT AND COMPLETION OF WORK:

Subcontractor agrees to begin said work for each vessel as designated by Moore Dry Dock Company.

and to proceed diligently with said work to completion and fully complete same

Time is of the essence of this agreement.

7. NO REPRESENTATIONS TO SUBCONTRACTOR:

It is distinctly understood and declared by the Subcontractor that this agreement is made for the consideration herein named and that the Subcontractor has, by careful examination, satisfied Subcontractor as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, 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 under this agreement. No verbal agreement or conversation with any officer, agent or employe of the Contractor, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

8. DELAYS AND EXTENSIONS:

The time during which Subcontractor is delayed in said work by the acts of omission or commission of Contractor, of the employees or agents of Contractor, or by the acts of God, or the elements which Subcontractor could not reasonably foresee and provide against, or other causes beyond Subcontractor's control including strikes, boycotts, or like obstructive action by employees or labor organizations, or lock-outs or other defensive action by other employers, whether general or individual, or by organization of other employers, or delay in securing necessary materials or labor, if the Subcontractor has used due diligence in attempting to secure such materials or labor, shall be added to the aforesaid time of completion of said work provided Subcontractor gives prompt written notice to the Contractor of the event causing such delay.

Subcontractor shall not be entitled to and hereby waives any and all damages which it may suffer by reason of Contractor hindering or delaying Subcontractor in the progress of said work or any portion thereof or from any cause whatsoever.

9. EXTRA WORK:

Subcontractor shall not be entitled to any payment for extra work performed in connection with the work provided for herein, unless such work shall have been previously authorized in writing by Contractor.

10. CHANGES AND/OR DEVIATIONS FROM PLANS, DRAWINGS AND/OR SPECIFICATIONS:

The Contractor at any time may make additions, deletions, or changes in the drawings or specifications covering the material to be furnished hereunder, and the Subcontractor shall be obligated to proceed at once with such additions, deletions, or changes. In such event, an equitable adjustment shall be made in the contract price. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article 11 hereof. The Subcontractor shall not be entitled to any claim for extras or changes unless the same have been ordered in writing by the Contractor.

11. DISPUTES:

Any determinations of any disputes under the Principal Contract shall be binding between the Contractor and the Subcontractor insofar as the same are applicable. In the absence of such applicable determination between the Contractor and the Commission, any disputes concerning any question under this Contract, or as to anything contained in the drawings, plans, or specifications, shall be referred at once to the Commission or any person it may designate, and the decision of the Commission or such other designated person shall be conclusive and binding upon the parties hereto. If the Commission should fail to act in such case, such dispute shall be referred to and settled by arbitrators. The Contractor and the Subcontractor each shall designate an arbitrator and the two thus appointed shall designate a third arbitrator. The decision of a majority of the arbitrators thus appointed shall be binding and conclusive upon each of the parties hereto.

12. ADDITIONAL DRAWINGS:

Contractor may furnish to Subcontractor such further drawings and explanations as may be necessary to detail and illustrate the work to be done, and Subcontractor agrees to conform to such drawings and explanations.

13. INSPECTION:

Subcontractor agrees that representatives of the Government and the Contractor, or any person appointed by Contractor the government, will be permitted to visit and inspect said work, any part thereof, at all times and places during the progress of the work, and Subcontractor agrees to provide sufficient, safe and proper facilities for such inspection. All materials and workmanship furnished in the performance of this contract shall be subject to inspection and tests by the Contractor at any and all times during the manufacture or construction and at any and all places where such manufacture or construction is carried on. The Contractor shall have the right to reject materials and workmanship determined to be defective, and require correction and replacement thereof, at no expense to the Contractor, if avoidable by due and reasonable diligence of the Subcontractor.

14. PERFORMANCE OF WORK:

Subcontractor agrees to proceed with said work, and each and every part and detail thereof, in the best and most workmanlike manner by qualified, careful and efficient workers, and agrees to do the several parts thereof at such time and in such order as Contractor may direct, and agrees to finish such work in strict conformance to said plans, drawings, and/or specifications, or any changes, modifications or amplifications thereof made by Contractor.

15. SUPERINTENDENCE:

Subcontractor agrees to designate a competent Superintendent, who, in behalf of Subcontractor, shall have complete charge of all work under this subcontract. Subcontractor shall advise Contractor in writing giving the name, address, and telephone number (day and night) of such designated Superintendent and any changes in such designation.

16. EVENTS OF DEFAULT:

The following shall constitute events of default under this contract:

(a) Failure of Subcontractor in any respect to use due diligence in proceeding with the performance of the work required under this contract, or failure to perform any of the covenants on its part to be performed hereunder or breach of any warranty contained herein, provided that Contractor in either instance shall give written notice to Subcontractor as to such failure or breach.

(b) The filing of Subcontractor of a petition in bankruptcy or for reorganization under the Bankruptcy Act or the entry of an order upon petition against Subcontractor adjudicating Subcontractor a bankrupt, or the appointment of a receiver or receivers of Subcontractors, or any property belonging to the Subcontractor necessary for the performance of its obligations under this agreement.

17. TERMINATION:

Upon the occurrence of any of the events of default set forth in Article 16 hereof Contractor may terminate this contract by written or telegraphic notice to Subcontractor. In the event of termination of this contract pursuant to this Article, Contractor may enter the plant of Subcontractor and take possession of all Contract Products to be furnished under this contract, either completed or uncompleted, and any apparatus, equipment, materials, fittings, and supplies, theretofore or thereafter delivered at the plant of Subcontractor to be incorporated in the construction of the Contract Products covered by this contract, together with all plans specifications, calculations, and other records required for the construction of the Contract Products. Contractor may purchase or cause to be manufactured or complete the manufacture of any Contract Products with respect to which Subcontractor defaulted, and any excess in cost over the contract price stipulated herein and adjustments thereof, if any, shall be charged to Subcontractor.

18. OPTIONAL CANCELLATION BY CONTRACTOR:

(a) At any time prior to the completion of the work to be performed hereunder Contractor may cancel this contract in whole or in part upon written or telegraphic notice to Subcontractor, and, on the effective date of such cancellation Subcontractor shall stop all work hereunder, except as otherwise directed by Contractor. In the event of cancellation under this Article, Contractor shall pay to Subcontractor the following amounts:

(1) For completed Contract Products, which are ready for shipment, or are in transit or have been delivered to Contractor in accordance with the provisions of this contract, the full portion of the contract price applicable thereto, less all amounts theretofore paid on account of the contract price of such completed Contract Products.

(2) For uncompleted Contract Products at Subcontractor's plant or elsewhere if title thereto has vested in Subcontractor or Contractor, an amount equal to all costs incurred by Subcontractor for labor, materials, supplies, services and administrative expenses applied to or intended for the production of the Contract Product, and work performed under this contract to the effective date of such cancellation, said costs to be determined in accordance with sound accounting practice, plus a reasonable cancellation fee in such amount as may be approved by the United States Maritime Commission, less an amount equal to the total amount of all payments theretofore paid on account of the contract price of such uncompleted Contract Products.

(3) An amount equal to reasonable cancellation charges and cancellation fees approved by Contractor incurred by Subcontractor in connection with the cancellation of any subcontract or other agreement for materials, machinery or equipment to be used or services to be performed in connection with the performance of the work hereunder if Contractor shall have permitted the cancellations of such subcontracts or other agreements. For the purpose of this subparagraph (3) the fees and charges incurred or paid by Subcontractor on account of the cancellation of any such subcontract or other agreement shall prima facie, be deemed reasonable if determined on the basis set forth in subparagraph (2) above.

(4) Any other expenses of Subcontractor in connection with the cancellation of this contract which are determined by Contractor to be necessary and reasonable.

(b) If this contract is cancelled pursuant to the provisions of this Article, Contractor shall permit Subcontractor to cancel all subcontracts or other agreements to be used or services to be performed in connection with the performance of the work hereunder except in those cases where continued performance of such subcontracts or other agreements is necessary for the completion of work which Contractor directs Subcontractor to perform or where Contractor offers to take over and perform Subcontractor's obligations under such subcontracts or other agreements.

(c) All payments to be made pursuant to the provisions of this Article shall be made as promptly as possible after receipt by Contractor of Subcontractor's vouchers supported by such statements and information as Contractor may prescribe, and in any event within 60 days after receipt of such vouchers, provided, that in the event there should be a dispute with regard to any portion of Subcontractor's claim in account of such cancellation, which cannot be settled within said 60 day period, Contractor will make prompt payment with respect to the undisputed portions thereof. Upon receipt of payment by Subcontractor pursuant to the provisions of this Article, Subcontractor shall convey to Contractor title to all uncompleted Contract Products and other items of materials, supplies and equipment covered by such payment.

19. COMPENSATION:

Contractor agrees to pay Subcontractor for the en-
work in conformance with said plans and/or specifications, the
following amount, to-wit:

TWENTY-FOUR THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$24,750.00)
for Ship.

This contract covers thirteen (13) vessels

or a total of THREE HUNDRED AND TWENTY-ONE THOUSAND SEVEN HUNDRED
AND FIFTY DOLLARS (\$321,750.00)

20. TERMS OF PAYMENT:

Payment to be made in full amount for each vessel upon its completion
and acceptance of the work by the United States Maritime Commission,
its representatives and/or Moore Dry Dock Company.

21. TITLE:

As progress payments, if any, are made, title free and
clear of any liens or encumbrances, to the material, machinery or
equipment on account of which such payments are made shall immediate-
ly vest in the Commission, even though the Subcontractor has not made
delivery thereof; otherwise, title, free and clear of any liens or
encumbrances, to all materials, equipment, supplies and other property
shall vest in the Commission upon delivery thereof to the Contractor
or to the site of the work to be performed hereunder; provided, how-
ever, that nothing herein contained shall be construed as a waiver by
the Contractor or Commission of their right to require the Contractor
to repair or replace at Contractor's expense defective or unsatisfac-
tory workmanship or materials, and that nothing herein contained shall
operate to relieve the Contractor from any duties imposed upon it by
the terms hereof.

22. GUARANTEE:

The Subcontractor guarantees that all equipment,
materials and articles to be furnished hereunder shall be new, of
the best grade of their kind, and in every respect satisfactory
to the Contractor and the Commission and that all workmanship
shall be first class and also in every respect satisfactory to the
Subcontractor and the Commission. All such workmanship, equipment,
materials and articles shall conform strictly to the plans, speci-
fications, rules and regulations herein referred to and all re-
quirements of the principal Contract insofar as the same are
applicable; and also shall conform strictly to all applicable
rules and requirements of the Commission, the American Bureau of
Shipping, and the Bureau of Marine Inspection and Navigation.
The Subcontractor also guarantees all such workmanship, equipment,
materials and articles for the six-month guarantee period herein-
after referred to against any weakness, deficiency, defect, failure,
breaking down or deterioration other than that due to wear and tear,
or the negligence or other improper act or omission of the Commis-
sion or other owner of such vessel. The Subcontractor, at its own
expense, will repair or replace to the satisfaction of the Contractor
and Commission any workmanship or materials, equipment or articles
rejected by either the Contractor or the Commission with said six-
month guaranty period as defective or unsatisfactory or not meeting
the guarantees herein contained, and the Subcontractor shall be
responsible for any loss or damage of the Contractor, Commission or
other owner suffered thereby. The subcontractor assumes toward the
Contractor all obligations of the Contractor to the Government contained

Contract insofar as the same are applicable to this work to be performed or materials, equipment or articles under. The guarantees of the Subcontractor shall continue six months after the acceptance by the Commission of which any of the material, equipment or articles furnished used or installed.

23. PATENT RIGHTS:

It is mutually agreed that Subcontractor shall pay all owing out of any patent rights covering work under this or any part thereof, or any tools, implements or appliances used on or in connection with said work including their use by the Contractor and/or the governments after installation and Contractor agrees fully to reimburse Contractor and/or the government for any royalties, damages or other payments that Contractor and/or Government shall be called upon to be obligated to pay by virtue of patent rights, originating or growing out of said work or any part thereof, or any tools, implements or appliances used on or in connection therewith.

24. INSURANCE AND BOND:

The Subcontractor shall procure, carry and maintain upon all of its operations hereunder the following policies of insurance.

Workmen's compensation insurance, State of California statutory coverage; public liability insurance, with limits of not less than \$50,000.00 for injuries to or death of any one person, and \$100,000.00 for injuries to or death of two or more persons in any one accident; property damage insurance with limits of not less than \$10,000.00 for any one accident; and in the event automobiles are used in the performance of the work hereunder, automobile public liability insurance with limits of not less than \$50,000.00 for injuries to or death of any one person, and \$100,000.00 for injuries to two or more persons in any one accident, and automobile property damage insurance with limits of not less than \$10,000.00 for any one accident. Such policies shall be in such form and shall be issued by such insurance company or companies as may be satisfactory to Contractor.

Subcontractor shall pay all premiums on such insurance and on the bonds herein referred to. Subcontractor shall provide Contractor with insurance certificates in quadruplicate showing the above coverage and containing the following statement: "Ten (10) days' notice of reduction of coverage or of cancellation will be given to the Director, Division of Insurance, United States Maritime Commission, Washington, D.C., and to Moore Dry Dock Company, Oakland, California, before any reduction in coverage or cancellation of this policy will be effective."

25. LIABILITY:

Subcontractor expressly agrees to indemnify and save Contractor and/or the government harmless from and against any and all claims, loss, damage, injury and liability howsoever same may be caused, resulting directly or indirectly from work covered by this agreement.

26. LIENS:

Subcontractor expressly agrees to discharge at once all liens which may be filed in connection with said work and hold Contractor and the government and the owners of the premises upon which the work is to be performed harmless therefrom.

27. SUBCONTRACTOR TO REMOVE DEBRIS AND MATERIALS:

Upon termination or completion of said work, Subcontractor shall remove all debris and waste materials and leave the premises in a neat and clean condition, all to the satisfaction of the Contractor.

28. ASSIGNMENT:

This agreement shall not be assigned, sublet or transferred in whole or in part by Subcontractor, except with the previous written consent of Contractor.

29. ATTORNEYS' FEES:

In case Contractor shall bring suit to compel performance of or to recover for breach of any covenant, agreement or condition herein written, Subcontractor shall and will pay to Contractor a reasonable sum as attorneys' fees, in addition to the amount of judgment and costs.

30. UNION CONDITION:

Contractor has heretofore, on January 22, 1942, entered into a contract with the Building and Construction Trades Department and the Metal Trades Department of the American Federation of Labor and with certain international and local unions affiliated with such department, providing that all workman, with certain exceptions stated in said contract shall be employed only from and through such unions, and fixing the wages, hours and working conditions applying to such employment. The provisions of said contract apply to all subcontractors. Subcontractor acknowledges receipt of a copy of said agreement and agrees to abide by the terms thereof.

31. HOURS OF WORK:

If, in order to complete the work provided by this contract within the time specified for completion, it is necessary for subcontractor's operations to be carried on more than six days per week, legal holidays excepted, or more than one eight-hour shift per day and/or in excess of eight-hours per shift, no additional compensation shall be paid to subcontractor for such work. If however, Contractor for his own purposes requires the subcontractor's operations to be carried on more than six days per week, or more than one eight-hour shift per day, and/or in excess of eight hours per shift, and Extra Work Order covering the additional wages, taxes, and compensation insurance shall be issued subject to the approval of the United States Maritime Commission.

32. EIGHT-HOUR LAW - OVER TIME COMPENSATION:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Subcontractor, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Subcontractor shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of \$5.00 shall be imposed upon the Subcontractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld by the Contractor for use and benefit of the government; provided that this stipulation shall be subject in all respects to the exceptions and provisions of the U.S. Code, Title 40, Sections 321, 324, 325 and 326, relating to hours of labor, as in part modified by the provisions of Sections 303 of Public Act No. 731, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

33. CONVICT LABOR AND DISCRIMINATION:

The Subcontractor shall not employ upon the work covered by this contract any person undergoing sentence of imprisonment at hard labor. The Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and further agrees that it will include a provision similar to this provision in all subcontracts.

34. LABOR STATISTICS:

(a) The Subcontractor will report monthly within five days after the close of each calendar month, on forms to be furnished by the United States Department of Labor, (1) the number of persons on its payroll, (2) the aggregate amount of such payroll, (3) the man-hours worked, and (4) the total expenditures for such materials provided, however, that the requirements of this paragraph shall be applicable only to work done at the site of the construction project.

(b) Subcontractor shall make and file all affidavits concerning rates of pay for labor, etc., required by the regulations promulgated by the Secretary of the Treasury and the Secretary of the Interior pursuant to the provisions of the Act approved June 13, 1934, (40 U.S.C. 276 (b) and (c)).

35. DOMESTIC PREFERENCE:

In the performance of the work covered by the Subcontract the Subcontractor shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States; the foregoing provisions shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, materials, or supplies from which they are manufactured, as are not mined, produced, or manufactured, as commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the head of the Department under the proviso of Title 11, Section 3, of the Act of Congress approved March 3, 1933 (41 U.S.C. 10).

36. DEFENSE CLAUSE:

The Subcontractor shall take all reasonable precautions to prevent the employment on the work covered hereby of such persons as are prohibited from employment in and/or entry into any shipyard, plant or vessels under prohibitions of the United States Navy Department or the United States Maritime Commission.

The Subcontractor further agrees to take all reasonable measures to protect the work to be performed hereunder from sabotage. The Subcontractor further agrees to report to the United States authorities and the contractor any information coming to the attention of the Subcontractor which indicates that any danger of sabotage exists or that any act of sabotage has been committed.

37. INFORMATION CONFIDENTIAL:

All plans, specifications and information given Subcontractor in connection with the performance of this contract shall be held confidential by the Subcontractor and shall not be used for any purposes other than those for which they have been furnished or prepared. The Subcontractor agrees that, as far as possible, it will keep confidential the making of this contract and the terms thereof.

38. SUBCONTRACTOR NOT AGENT OF CONTRACTOR:

In the execution of the work provided for herein, Subcontractor shall operate as an independent contractor, and not as the agent of Contractor. It is expressly agreed that Subcontractor shall hold Contractor free and harmless from all liability of every kind and nature, and from all claims for damages by reason of any act or

resentation of Subcontractor, its agents or employees, and Sub-
ntractor hereby covenants and agrees to indemnify and save Con-
ractor harmless from all costs and expenses growing out of any such
claims and/or liability.

39. PRINCIPAL CONTRACT INCLUDED IN SUBCONTRACT:

In the performance of the subcontract the Subcontractor binds himself to the Contractor and to the government to comply fully with all the undertakings and obligations of the Contractor, excepting such as do not apply to the Subcontractor's work, as contained in the principal contract, which is hereby adopted and made a part of this subcontract. Subcontractor hereby acknowledges that he has received a copy of and has read and is familiar with the said principal contract.

40. CONTRACT TO INURE TO BENEFIT OF OWNER:

In the event before the completion of this contract the government shall take over the facilities hereinabove mentioned, this contract shall inure to its benefit and shall be completed in the same manner as if the contract had been with the government in the first instance.

41. REGARDING KICKBACK STATUTE:

The United States Maritime Commission requires that the Subcontractor furnish the Contractor with triplicate copies of all payrolls of the Subcontractor and of his own subcontractors for work performed on the site. In addition, a triplicate appointment affidavit giving a representative of the Subcontractor and representatives of the Subcontractor's subcontractors the authority to certify payrolls must be supplied. With each set of triplicate payrolls, triplicate certifications must be properly executed and attached. The affidavit forms will be supplied by the Contractor.

These requirements are necessary to comply with regulations promulgated by the Secretary of Labor in connection with the Kickback Statute.

42. AFFIDAVITS:

The Contractor may, if the United States Maritime Commission so directs require any person paid from any funds made available under this contract to execute and to file an affidavit in such form as to satisfy the requirements of Public Law No. 5 and/or No. 23 (77th Congress) but the execution and filing of such affidavit shall be without prejudice to the rights of the Contractor to require such further evidence in the premises as it may deem desirable.

43. REMOVAL OF EMPLOYEES:

The Contractor may require the removal or discharge of any person employed in or about the Contractor's facilities if it is determined that the employment of such person is detrimental to the performance of the work under this contract.

44. DAMAGE FROM ENEMY OPERATIONS:

It is expressly understood and agreed that in the event of actual damage to or destruction of the work hereunder or any part thereof at the building site resulting from enemy operations, the Subcontractor shall not be liable for the additional cost of completing the work necessitated by such damage or destruction and shall not be obligated to proceed with the replacement, reconstruction or repair of such work unless and except to the extent ordered by the Contractor pursuant to a change order stipulating the additional time for performance. In the event the work covered by this contract at the building site is destroyed or damaged due to enemy operations aforesaid, and the Contractor determines not to replace, reconstruct or repair such work, the subcontractor shall be promptly so notified and shall be paid all costs reasonably incurred in connection with the prosecution of the work hereunder to the date of receipt of notice of the Contractor's determination not to replace, reconstruct or repair.

45. RENEGOTIATION:

If this contract is for an amount in excess of \$100,000 is subject to the provisions of section 403 of the Sixth Supplemental Appropriation Act (Public Law 528, 77th Cong. 2d Session), as amended, and that;

1. The contract price may be renegotiated pursuant to the provisions of said section at a period or periods when, in the judgment of the Chairman of the United States Maritime Commission, the profits can be determined with reasonable certainty;

2. The United States may retain from amounts otherwise due Contractor, or may require the repayment by Contractor, if paid to him of any excessive profits not eliminated by reductions in the contract price, or otherwise, as said Chairman may direct;

3. Subcontractor will insert in each subcontract for an amount in excess of \$100,000 made by Subcontractor under this contract;

(a) A provision for the renegotiation by said Chairman and the subcontractor of the contract price of the subcontract at a period or periods when, in the judgment of said Chairman, the profits can be determined with reasonable certainty;

(b) A provision for the retention by Subcontractor for the United States of the amount of any reduction in the contract price of any subcontract, pursuant to its renegotiation hereunder, or for the repayment by the subcontractor to the United States of any excessive profits from such subcontract paid to him and not eliminated through reductions in the contract price, or otherwise, as said Chairman may direct.

(c) A provision for relieving Subcontractor from any liability to the subcontractor on account of any amount so retained by Subcontractor or repaid by the subcontractor to the United States; and

(d) If the Chairman, in his discretion, shall so require, a provision requiring the subcontractor to insert in any subcontract made by him under such subcontract, provisions corresponding to those of this paragraph (3) and paragraph (4) thereof.

4. The United States may retain from amounts otherwise due Subcontractor, or may require Subcontractor to repay to the United States, as said Chairman may direct, the amount of any reduction in the contract price of any subcontract made hereunder which Subcontractor is directed, pursuant to paragraph 3 of this article, to withhold from payments otherwise due the subcontractor and actually unpaid at the time Subcontractor receives such direction.

This contract is subject to the approval of the United States Maritime Commission.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MOORE DRY DOCK COMPANY

Witness:

[Signature]

By [Signature]
A. L. Wille
TITLE Purchasing Agent

Approved by: [Signature]
President

SUBCONTRACTOR

Witness:

E. J. Colman

PLANT RUBBER & ASBESTOS WORKS

By Sam J. Gillis

TITLE Marine Superintendent

Witness:

W. E. Covert

By R. H. Chan

TITLE Vice-Pres. & Gen'l. Mgr.

C O N T R A C T N O . 5 .

THIS AGREEMENT, made and entered into this 20th day of May, 1943 by and between Moore Dry Dock Company, first party, hereinafter called "Contractor" and,

Plant Rubber and Asbestos Works,

second party, hereinafter called the "Subcontractor."

W I T N E S S E T H :

WHEREAS, the Contractor has heretofore entered into a contract with the UNITED STATES OF AMERICA, represented by the UNITED STATES MARITIME COMMISSION, hereinafter referred to as the "Government", for the construction of certain vessels; and,

WHEREAS, the Subcontractor has read and is familiar with each and every part of said contract between the Contractor and the Government, hereinafter called the principal contract, and the respective rights, powers, benefits, and liabilities of the Contractor and the Government thereunder; and,

WHEREAS, the Subcontractor is willing to furnish the Materials, Articles and/or Services (herein sometimes referred to as Contract Products) and, to perform for Contractor so much of the above work as is hereinafter described on the terms and conditions and for the compensation hereinafter stated:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO:

1. WORK TO BE PERFORMED:

Subcontractor agrees in connection with furnishing Contract Products specifically to perform on the site to be furnished and at the location to be designated by Contractor, the following described work: Furnish all necessary labor, materials, tools and equipment to insulate Piping, Engine Room Auxiliaries, Boilers, etc., as detailed and listed on Drawings 82-1992, Sheets 1-9, inclusive, and 2149-39000-1, Sheets 1-4, inclusive. The above work to be performed on thirteen (13) vessels, Hulls 292-304, inclusive, as indicated on our purchase order 407500. This purchase order is herewith made part and parcel of the contract.

The above contract applies against USMC Hulls 1205-1217, inclusive, Moore Hulls 292-304, inclusive, USMC Contract No. WCC-7695.

Such work to be performed in accordance with the terms hereof and in strict conformity to the following plans, drawings, and/or specifications which by this reference are incorporated herein and made a part hereof and any changes in such plans, drawings and/or specifications which are made pursuant to Articles 5, 10 and 12 of this contract:

2. ITEMS TO BE FURNISHED BY CONTRACTOR:

Contractor agrees to furnish to Subcontractor, at the site of the work, for use in connection with the performance of the work under this contract, without charge to Subcontractor, the following items: taging, temporary lights, air, water, power and crane service to and from dock to deck of ship.

ITEMS TO BE FURNISHED BY SUBCONTRACTOR:

Subcontractor agrees to furnish at the location where said work is to be performed, with no extra charge other than the compensation provided in Article 17 hereof, everything necessary for the complete performance of this contract, including all labor, tools, implements, equipment, machinery, materials and supervision except those to be furnished by Contractor as described in Article 2 hereof.

Should the Subcontractor at any time during the performance of the contract be delayed in the performance of the work hereunder by reason of lack of materials, the Contractor reserves the right to purchase such materials and furnish the same to the Subcontractor and the cost of such materials will be deducted from the amounts becoming due to Subcontractor hereunder.

4. MUNICIPAL FEES AND DEPOSITS:

Subcontractor agrees to secure all necessary permits in connection with the performance of said work and to pay all municipal and other fees in connection therewith, and agrees to make any and all cash or other deposits, and furnish at its expense all bonds required by law or required by any lawful body having the right to make demand therefore.

Subcontractor, its employees and all others acting under its direction or control, shall at all times observe and comply with, insofar as they may be applicable, any and all laws, ordinances, statutes, rules and regulations of the United States and the State of California and their executive and administrative agencies and any and all other governmental agencies having any jurisdiction over the work to be done hereunder, and shall also observe and comply with any and all rules and regulations of the Contractor.

5. PLANS AND SPECIFICATIONS:

Subcontractor agrees fully to perform this agreement to the entire satisfaction of Contractor and in strict conformance with any plans, drawings, and/or specifications referred to or incorporated herein, and also in conformance with any plans, drawings, and/or specifications in effect at the date of this agreement, required by any lawful body having the right to demand that said work should be performed in the manner specified by such body.

6. COMMENCEMENT AND COMPLETION OF WORK:

Subcontractor agrees to begin said work for each vessel as designated by Moore Dry Dock Company.

and to proceed diligently with said work to completion and fully complete same

Time is of the essence of this agreement.

7. NO REPRESENTATIONS TO SUBCONTRACTOR:

It is distinctly understood and declared by the Subcontractor that this agreement is made for the consideration herein named and that the Subcontractor has, by careful examination, satisfied Subcontractor as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, 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 under this agreement. No verbal agreement or conversation with any officer, agent or employee of the Contractor, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

8. DELAYS AND EXTENSIONS:

The time during which Subcontractor is delayed in said work by the acts of omission or commission of Contractor, of the employees or agents of Contractor, or by the acts of God, or the elements which Subcontractor could not reasonably foresee and provide against, or other causes beyond Subcontractor's control including strikes, boycotts, or like obstructive action by employees or labor organizations, or lock-outs or other defensive action by other employers, whether general or individual, or by organization of other employers, or delay in securing necessary materials or labor, if the Subcontractor has used due diligence in attempting to secure such materials or labor, shall be added to the aforesaid time of completion of said work provided Subcontractor gives prompt written notice to the Contractor of the event causing such delay.

Subcontractor shall not be entitled to and hereby waives any and all damages which it may suffer by reason of Contractor hindering or delaying Subcontractor in the progress of said work or any portion thereof or from any cause whatsoever.

9. EXTRA WORK:

Subcontractor shall not be entitled to any payment for extra work performed in connection with the work provided for herein, unless such work shall have been previously authorized in writing by Contractor.

10. CHANGES AND/OR DEVIATIONS FROM PLANS, DRAWINGS AND/OR SPECIFICATIONS:

The Contractor at any time may make additions, deletions, or changes in the drawings or specifications covering the material to be furnished hereunder, and the Subcontractor shall be obligated to proceed at once with such additions, deletions, or changes. In such event, an equitable adjustment shall be made in the contract price. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article 11 hereof. The Subcontractor shall not be entitled to any claim for extras or changes unless the same have been ordered in writing by the Contractor.

11. DISPUTES:

Any determinations of any disputes under the Principal Contract shall be binding between the Contractor and the Subcontractor insofar as the same are applicable. In the absence of such applicable determination between the Contractor and the Commission, any disputes concerning any question under this Contract, or as to anything contained in the drawings, plans, or specifications, shall be referred at once to the Commission or any person it may designate, and the decision of the Commission or such other designated person shall be conclusive and binding upon the parties hereto. If the Commission should fail to act in such case, such dispute shall be referred to and settled by arbitrators. The Contractor and the Subcontractor each shall designate an arbitrator and the two thus appointed shall designate a third arbitrator. The decision of a majority of the arbitrators thus appointed shall be binding and conclusive upon each of the parties hereto.

12. ADDITIONAL DRAWINGS:

Contractor may furnish to Subcontractor such further drawings and explanations as may be necessary to detail and illustrate the work to be done, and Subcontractor agrees to conform to such drawings and explanations.

13. INSPECTION:

Subcontractor agrees that representatives of the government and the Contractor, or any person appointed by Contractor or the government, will be permitted to visit and inspect said work, or any part thereof, at all times and places during the progress of the work, and Subcontractor agrees to provide sufficient, safe and proper facilities for such inspection. All materials and workmanship furnished in the performance of this contract shall be subject to inspection and tests by the Contractor at any and all times during the manufacture or construction and at any and all places where such manufacture or construction is carried on. The Contractor shall have the right to reject materials and workmanship determined to be defective, and require correction and replacement thereof, at no expense to the Contractor, if avoidable by due and reasonable diligence of the Subcontractor.

14. PERFORMANCE OF WORK:

Subcontractor agrees to proceed with said work, and each and every part and detail thereof, in the best and most workmanlike manner by qualified, careful and efficient workers, and agrees to do the several parts thereof at such time and in such order as Contractor may direct, and agrees to finish such work in strict conformance to said plans, drawings, and/or specifications, or any changes, modifications or amplifications thereof made by Contractor.

15. SUPERINTENDENCE:

Subcontractor agrees to designate a competent Superintendent, who, in behalf of Subcontractor, shall have complete charge of all work under this subcontract. Subcontractor shall advise Contractor in writing giving the name, address, and telephone number (day and night) of such designated Superintendent and any changes in such designation.

16. EVENTS OF DEFAULT:

The following shall constitute events of default under this contract:

(a) Failure of Subcontractor in any respect to use due diligence in proceeding with the performance of the work required under this contract, or failure to perform any of the covenants on its part to be performed hereunder or breach of any warranty contained herein, provided that Contractor in either instance shall give written notice to Subcontractor as to such failure or breach.

(b) The filing of Subcontractor of a petition in bankruptcy or for reorganization under the Bankruptcy Act or the entry of an order upon petition against Subcontractor adjudicating Subcontractor a bankrupt, or the appointment of a receiver or receivers of Subcontractors, or any property belonging to the Subcontractor necessary for the performance of its obligations under this agreement.

17. TERMINATION:

Upon the occurrence of any of the events of default set forth in Article 16 hereof Contractor may terminate this contract by written or telegraphic notice to Subcontractor. In the event of termination of this contract pursuant to this Article, Contractor may enter the plant of Subcontractor and take possession of all Contract Products to be furnished under this contract, either completed or uncompleted, and any apparatus, equipment, materials, fittings, and supplies, theretofore or thereafter delivered at the plant of Subcontractor to be incorporated in the construction of the Contract Products covered by this contract, together with all plans specifications, calculations, and other records required for the construction of the Contract Products. Contractor may purchase or cause to be manufactured or complete the manufacture of any Contract Products with respect to which Subcontractor defaulted, and any excess in cost over the contract price stipulated herein and adjustments thereof, if any, shall be charged to Subcontractor.

18. OPTIONAL CANCELLATION BY CONTRACTOR:

(a) At any time prior to the completion of the work to be performed hereunder Contractor may cancel this contract in whole or in part upon written or telegraphic notice to Subcontractor, and, upon the effective date of such cancellation Subcontractor shall stop all work hereunder, except as otherwise directed by Contractor. In the event of cancellation under this Article, Contractor shall pay to Subcontractor the following amounts:

(1) For completed Contract Products, which are ready for shipment, or are in transit or have been delivered to Contractor in accordance with the provisions of this contract, the full portion of the contract price applicable thereto, less all amounts theretofore paid on account of the contract price of such completed Contract Products.

(2) For uncompleted Contract Products at Subcontractor's plant or elsewhere if title thereto has vested in Subcontractor or Contractor, an amount equal to all costs incurred by Subcontractor for labor, materials, supplies, services and administrative expenses applied to or intended for the production of the Contract Product, and work performed under this contract to the effective date of such cancellation, said costs to be determined in accordance with sound accounting practice, plus a reasonable cancellation fee in such amount as may be approved by the United States Maritime Commission, less an amount equal to the total amount of all payments theretofore paid on account of the contract price of such uncompleted Contract Products.

(3) An amount equal to reasonable cancellation charges and cancellation fees approved by Contractor incurred by Subcontractor in connection with the cancellation of any subcontract or other agreement for materials, machinery or equipment to be used or services to be performed in connection with the performance of the work hereunder if Contractor shall have permitted the cancellations of such subcontracts or other agreements. For the purpose of this subparagraph (3) the fees and charges incurred or paid by Subcontractor on account of the cancellation of any such subcontract or other agreement shall prima facie, be deemed reasonable if determined on the basis set forth in subparagraph (2) above.

(4) Any other expenses of Subcontractor in connection with the cancellation of this contract which are determined by Contractor to be necessary and reasonable.

(b) If this contract is cancelled pursuant to the provisions of this Article, Contractor shall permit Subcontractor to cancel all subcontracts or other agreements to be used or services to be performed in connection with the performance of the work hereunder except in those cases where continued performance of such subcontracts or other agreements is necessary for the completion of work which Contractor directs Subcontractor to perform or where Contractor offers to take over and perform Subcontractor's obligations under such subcontracts or other agreements.

(c) All payments to be made pursuant to the provisions of this Article shall be made as promptly as possible after receipt by Contractor of Subcontractor's vouchers supported by such statements and information as Contractor may prescribe, and in any event within 60 days after receipt of such vouchers, provided, that in the event there should be a dispute with regard to any portion of Subcontractor's claim in account of such cancellation, which cannot be settled within said 60 day period, Contractor will make prompt payment with respect to the undisputed portions thereof. Upon receipt of payment by Subcontractor pursuant to the provisions of this Article, Subcontractor shall convey to Contractor title to all uncompleted Contract Products and other items of materials, supplies and equipment covered by such payment.

19. COMPENSATION:

Contractor agrees to pay Subcontractor for the entire work in conformance with said plans and/or specifications, the following amount, to-wit:

TWENTY-FOUR THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$24,750.00)
Per ship

This contract covers thirteen (13) vessels

or a total of THIRTY-ONE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$321,750.00)

20. TERMS OF PAYMENT:

Payment to be made in full amount for each vessel upon its completion and acceptance of the work by the United States Maritime Commission, its representatives and/or Moore Dry Dock Company.

21. TITLE:

As progress payments, if any, are made, title free and clear of any liens or encumbrances, to the material, machinery or equipment on account of which such payments are made shall immediately vest in the Commission, even though the Subcontractor has not made delivery thereof; otherwise, title, free and clear of any liens or encumbrances, to all materials, equipment, supplies and other property shall vest in the Commission upon delivery thereof to the Contractor or to the site of the work to be performed hereunder; provided, however, that nothing herein contained shall be construed as a waiver by the Contractor or Commission of their right to require the Contractor to repair or replace at Contractor's expense defective or unsatisfactory workmanship or materials, and that nothing herein contained shall operate to relieve the Contractor from any duties imposed upon it by the terms hereof.

22. GUARANTEE:

The Subcontractor guarantees that all equipment, materials and articles to be furnished hereunder shall be new, of the best grade of their kind, and in every respect satisfactory to the Contractor and the Commission and that all workmanship shall be first class and also in every respect satisfactory to the Subcontractor and the Commission. All such workmanship, equipment, materials and articles shall conform strictly to the plans, specifications, rules and regulations herein referred to and all requirements of the principal Contract insofar as the same are applicable; and also shall conform strictly to all applicable rules and requirements of the Commission, the American Bureau of Shipping, and the Bureau of Marine Inspection and Navigation. The Subcontractor also guarantees all such workmanship, equipment materials and articles for the six-month guarantee period herein-after referred to against any weakness, deficiency, defect, failure, breaking down or deterioration other than that due to wear and tear, or the negligence or other improper act or omission of the Commission or other owner of such vessel. The Subcontractor, at its own expense, will repair or replace to the satisfaction of the Contractor and Commission any workmanship or materials, equipment or articles rejected by either the Contractor or the Commission within said six-month guaranty period as defective or unsatisfactory or not meeting the guarantees herein contained, and the Subcontractor shall be responsible for any loss or damage of the Contractor, Commission or other owner suffered thereby. The subcontractor assumes toward the Contractor all obligations of the Contractor to the Government contained

Government Contract insofar as the same are applicable to this agreement or the work to be performed or materials, equipment or articles furnished hereunder. The guarantees of the Subcontractor shall continue for a period of six months after the acceptance by the Commission of the vessel in which any of the material, equipment or articles furnished hereunder is used or installed.

23. PATENT RIGHTS:

It is mutually agreed that Subcontractor shall pay all claims growing out of any patent rights covering work under this agreement, or any part thereof, or any tools, implements or appliances used on or in connection with said work including their use by or for the Contractor and/or the governments after installation and subcontractor agrees fully to reimburse Contractor and/or the government for any royalties, damages or other payments that Contractor and/or the Government shall be called upon to be obligated to pay by virtue of any patent rights, originating or growing out of said work or any part thereof, or any tools, implements or appliances used on or in connection therewith.

24. INSURANCE AND BOND:

The Subcontractor shall procure, carry and maintain upon all of its operations hereunder the following policies of insurance.

Workmen's compensation insurance, State of California statutory coverage; public liability insurance, with limits of not less than \$50,000.00 for injuries to or death of any one person, and \$100,000.00 for injuries to or death of two or more persons in any one accident; property damage insurance with limits of not less than \$10,000.00 for any one accident; and in the event automobiles are used in the performance of the work hereunder, automobile public liability insurance with limits of not less than \$50,000.00 for injuries to or death of any one person, and \$100,000.00 for injuries to two or more persons in any one accident, and automobile property damage insurance with limits of not less than \$10,000.00 for any one accident. Such policies shall be in such form and shall be issued by such insurance company or companies as may be satisfactory to Contractor.

Subcontractor shall pay all premiums on such insurance and on the bonds herein referred to. Subcontractor shall provide Contractor with insurance certificates in quadruplicate showing the above coverage and containing the following statement: "Ten (10) days' notice of reduction of coverage or of cancellation will be given to the Director, Division of Insurance, United States Maritime Commission, Washington, D.C., and to Moore Dry Dock Company, Oakland, California, before any reduction in coverage or cancellation of this policy will be effective."

25. LIABILITY:

Subcontractor expressly agrees to indemnify and save Contractor and/or the government harmless from and against any and all claims, loss, damage, injury and liability howsoever same may be caused, resulting directly or indirectly from work covered by this agreement.

26. LIENS:

Subcontractor expressly agrees to discharge at once all liens which may be filed in connection with said work and hold Contractor and the government and the owners of the premises upon which the work is to be performed harmless therefrom.

27. SUBCONTRACTOR TO REMOVE DEBRIS AND MATERIALS:

Upon termination or completion of said work, Subcontractor shall remove all debris and waste materials and leave the premises in a neat and clean condition, all to the satisfaction of the Contractor.

28. ASSIGNMENT:

This agreement shall not be assigned, sublet or transferred in whole or in part by Subcontractor, except with the previous written consent of Contractor.

29. ATTORNEYS' FEES:

In case Contractor shall bring suit to compel performance of or to recover for breach of any covenant, agreement or condition herein written, Subcontractor shall and will pay to Contractor a reasonable sum as attorneys' fees, in addition to the amount of judgment and costs.

30. UNION CONDITION:

Contractor has heretofore, on January 22, 1942, entered into a contract with the Building and Construction Trades Department and the Metal Trades Department of the American Federation of Labor and with certain international and local unions affiliated with such department, providing that all workman, with certain exceptions stated in said contract shall be employed only from and through such unions, and fixing the wages, hours and working conditions applying to such employment. The provisions of said contract apply to all subcontractors. Subcontractor acknowledges receipt of a copy of said agreement and agrees to abide by the terms thereof.

31. HOURS OF WORK:

If, in order to complete the work provided by this contract within the time specified for completion, it is necessary for subcontractor's operations to be carried on more than six days per week, legal holidays excepted, or more than one eight-hour shift per day and/or in excess of eight-hours per shift, no additional compensation shall be paid to subcontractor for such work. If however, Contractor for his own purposes requires the subcontractor's operations to be carried on more than six days per week, or more than one eight-hour shift per day, and/or in excess of eight hours per shift, and Extra Work Order covering the additional wages, taxes, and compensation insurance shall be issued subject to the approval of the United States Maritime Commission.

32. EIGHT-HOUR LAW - OVER TIME COMPENSATION:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Subcontractor, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Subcontractor shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of \$5.00 shall be imposed upon the Subcontractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld by the Contractor for use and benefit of the government; provided that this stipulation shall be subject in all respects to the exceptions and provisions of the U.S. Code, Title 40, Sections 321, 324, 325 and 326, relating to hours of labor, as in part modified by the provisions of Sections 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

33. CONVICT LABOR AND DISCRIMINATION:

The Subcontractor shall not employ upon the work covered by this contract any person undergoing sentence of imprisonment at hard labor. The Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and further agrees that it will include a provision similar to this provision in all subcontracts.

34. LABOR STATISTICS:

(a) The Subcontractor will report monthly within five days after the close of each calendar month, on forms to be furnished by the United States Department of Labor, (1) the number of persons on its payroll, (2) the aggregate amount of such payroll, (3) the man-hours worked, and (4) the total expenditures for such materials provided, however, that the requirements of this paragraph shall be applicable only to work done at the site of the construction project.

(b) Subcontractor shall make and file all affidavits concerning rates of pay for labor, etc., required by the regulations promulgated by the Secretary of the Treasury and the Secretary of the Interior pursuant to the provisions of the Act approved June 13, 1934, (40 U.S.C. 276 (b) and (c)).

35. DOMESTIC PREFERENCE:

In the performance of the work covered by the Subcontract the Subcontractor shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States; the foregoing provisions shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, materials, or supplies from which they are manufactured, as are not mined, produced, or manufactured, as commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the head of the Department under the proviso of Title III, Section 3, of the Act of Congress approved March 3, 1933 (41 U.S.C. 10).

36. DEFENSE CLAUSE:

The Subcontractor shall take all reasonable precautions to prevent the employment on the work covered hereby of such persons as are prohibited from employment in and/or entry into any shipyard, plant or vessels under prohibitions of the United States Navy Department or the United States Maritime Commission.

The Subcontractor further agrees to take all reasonable measures to protect the work to be performed hereunder from sabotage. The Subcontractor further agrees to report to the United States authorities and the contractor any information coming to the attention of the Subcontractor which indicates that any danger of sabotage exists or that any act of sabotage has been committed.

37. INFORMATION CONFIDENTIAL:

All plans, specifications and information given Subcontractor in connection with the performance of this contract shall be held confidential by the Subcontractor and shall not be used for any purposes other than those for which they have been furnished or prepared. The Subcontractor agrees that, as far as possible, it will keep confidential the making of this contract and the terms thereof.

38. SUBCONTRACTOR NOT AGENT OF CONTRACTOR:

In the execution of the work provided for herein, Subcontractor shall operate as an independent contractor, and not as the agent of Contractor. It is expressly agreed that Subcontractor shall hold Contractor free and harmless from all liability of every kind and nature, and from all claims for damages by reason of any act or

Representation of Subcontractor, its agents or employees, and Subcontractor hereby covenants and agrees to indemnify and save Contractor harmless from all costs and expenses growing out of any such claims and/or liability.

39. PRINCIPAL CONTRACT INCLUDED IN SUBCONTRACT:

In the performance of the subcontract the Subcontractor binds himself to the Contractor and to the government to comply fully with all the undertakings and obligations of the Contractor, excepting such as do not apply to the Subcontractor's work, as contained in the principal contract, which is hereby adopted and made a part of this subcontract. Subcontractor hereby acknowledges that he has received a copy of and has read and is familiar with the said principal contract.

40. CONTRACT TO INURE TO BENEFIT OF OWNER:

In the event before the completion of this contract the government shall take over the facilities hereinabove mentioned, this contract shall inure to its benefit and shall be completed in the same manner as if the contract had been with the government in the first instance.

41. REGARDING KICKBACK STATUTE:

The United States Maritime Commission requires that the Subcontractor furnish the Contractor with triplicate copies of all payrolls of the Subcontractor and of his own subcontractors for work performed on the site. In addition, a triplicate appointment affidavit giving a representative of the Subcontractor and representatives of the Subcontractor's subcontractors the authority to certify payrolls must be supplied. With each set of triplicate payrolls, triplicate certifications must be properly executed and attached. The affidavit forms will be supplied by the Contractor.

These requirements are necessary to comply with regulations promulgated by the Secretary of Labor in connection with the Kickback Statute.

42. AFFIDAVITS:

The Contractor may, if the United States Maritime Commission so directs require any person paid from any funds made available under this contract to execute and to file an affidavit in such form as to satisfy the requirements of Public Law No. 5 and/or No. 23 (77th Congress) but the execution and filing of such affidavit shall be without prejudice to the rights of the Contractor to require such further evidence in the premises as it may deem desirable.

43. REMOVAL OF EMPLOYEES:

The Contractor may require the removal or discharge of any person employed in or about the Contractor's facilities if it is determined that the employment of such person is detrimental to the performance of the work under this contract.

44. DAMAGE FROM ENEMY OPERATIONS:

It is expressly understood and agreed that in the event of actual damage to or destruction of the work hereunder or any part thereof at the building site resulting from enemy operations, the Subcontractor shall not be liable for the additional cost of completing the work necessitated by such damage or destruction and shall not be obligated to proceed with the replacement, reconstruction or repair of such work unless and except to the extent ordered by the Contractor pursuant to a change order stipulating the additional time for performance. In the event the work covered by this contract at the building site is destroyed or damaged due to enemy operations aforesaid, and the Contractor determines not to replace, reconstruct or repair such work, the subcontractor shall be promptly so notified and shall be paid all costs reasonably incurred in connection with the prosecution of the work hereunder to the date of receipt of notice of the Contractor's determination not to replace, reconstruct or repair.

45. RENEGOTIATION:

If this contract is for an amount in excess of \$100,000 it is subject to the provisions of section 403 of the Sixth Supplemental Appropriation Act (Public Law 528, 77th Cong. 2d Session), as amended, and that;

1. The contract price may be renegotiated pursuant to the provisions of said section at a period or periods when, in the judgment of the Chairman of the United States Maritime Commission, the profits can be determined with reasonable certainty;

2. The United States may retain from amounts otherwise due Contractor, or may require the repayment by Contractor, if paid to him of any excessive profits not eliminated by reductions in the contract price, or otherwise, as said Chairman may direct;

3. Subcontractor will insert in each subcontract for an amount in excess of \$100,000 made by Subcontractor under this contract;

(a) A provision for the renegotiation by said Chairman and the subcontractor of the contract price of the subcontract at a period or periods when, in the judgment of said Chairman, the profits can be determined with reasonable certainty;

(b) A provision for the retention by Subcontractor for the United States of the amount of any reduction in the contract price of any subcontract, pursuant to its renegotiation hereunder, or for the repayment by the subcontractor to the United States of any excessive profits from such subcontract paid to him and not eliminated through reductions in the contract price, or otherwise, as said Chairman may direct.

(c) A provision for relieving Subcontractor from any liability to the subcontractor on account of any amount so retained by Subcontractor or repaid by the subcontractor to the United States; and

(d) If the Chairman, in his discretion, shall so require, a provision requiring the subcontractor to insert in any subcontract made by him under such subcontract, provisions corresponding to those of this paragraph (3) and paragraph (4) thereof.

4. The United States may retain from amounts otherwise due Subcontractor, or may require Subcontractor to repay to the United States, as said Chairman may direct, the amount of any reduction in the contract price of any subcontract made hereunder which Subcontractor is directed, pursuant to paragraph 3 of this article, to withhold from payments otherwise due the subcontractor and actually unpaid at the time Subcontractor receives such direction.

This contract is subject to the approval of the United States Maritime Commission.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MOORE DRY DOCK COMPANY

Witness:

W. H. Rogers

By A. D. Mills
TITLE Purchasing Agent

Approved by: J. A. Moore
President

SUBCONTRACTOR

PLANT RUBBER & ASBESTOS WORKS

By Sam J. Gillis

TITLE Marine Superintendent

Witness:

E. J. Colman

Witness:

M. E. Gault

By R. A. Ghan

TITLE Vice-Pres. & Gen'l. Mgr.

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

Plant Rubber & Asbestos Works
TO 537 Brannan Street
San Francisco, California

PUT THESE NUMBERS ON ALL INVOICES

PRODUCT NUMBER	REGISTRATION NUMBER
NO. 4 0 7 5 0 0	2407292-
	39021-1
	39022-1
UNITS 292-304	292-3042510

DATE May 20, 1943
TERMS See Page (3)

F.O.B. OUR PLANT
DELIVERY REQ. See Page (4)

NOTE: ALL MATERIAL PURCHASED FOR RESALE UNLESS OTHERWISE NOTED.

M. D. C. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
			COVERINGS: PIPE		
			Furnish all necessary Labor, Materials, Tools and Equipment to Re-rigging, Engineer Room Auxiliaries, Dollers, etc., as detailed and listed on the attached Drawings M2-1992, Sheets 1 to 9, inclusive, and 2149-39000-1, Sheets 1 to 4, inclusive.	24,750.00	per Ship
			SPECIFICATION: Above work to be performed in exact detail as outlined on drawings, and to be done to the satisfaction of the United States Maritime Commission's representatives and/or Moore Dry Dock Company.	321,750.00	
			NOTE: Quantities shown are for thirteen (13) vessels. Above material required for USMC Halls 1205 to 1217, inclusive, Contract No. MCo-7695, our Halls 292 to 304, inclusive. This order or agreement is subject to the Provisions of Section 403 of the		
W-39			Plant Assembler of the Coast and Gulf of Mexico Basin		407500

[Handwritten signature]

PURCHASE ORDER
FROM

Moore Dry Dock Company

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

PUT THESE NUMBERS ON ALL INVOICES

PURCHASE NUMBER	REQUISITION NUMBER
NO. 407500	

Plant Rubber & Asbestos Works

DATE May 20, 1943

FRANCISCO OFFICE
44 BALFOUR BUILDING

TO

PAGE (2)

ITEM NO.	M. D. D. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
				<p>NOTE: (Cont'd.)</p> <p>Sixth Supplemental National Defense Appropriation Act of 1942.</p> <p>Above material is subject to USMC approval, ABS and BIMN Rules and Regulations, and Senate Report #184 where applicable.</p> <p>The quantities shown on this order are subject to increase or decrease due to changes or developments in design on the ship/s or to decrease if suitable material becomes available from Maritime surplus stock.</p> <p>The vendor shall adhere as closely as practicable to the delivery schedule set forth herein, and shall in no case anticipate delivery dates by more than sixty (60) days.</p> <p>This Purchase Order is herewith made part and parcel of the contract to be entered into between Moore Dry Dock Company and Plant Rubber & Asbestos Works. Contract to be approved by the United States Maritime Commission and to be submitted at a later date.</p> <p>All clauses in the contract are to govern the work. Where the clauses in the Purchase Order and the contract conflict, the Purchase Order clauses will be automatically nullified.</p>		

DSF:39

#407500

SAN FRANCISCO OFFICE
304 BALFOUR BUILDING

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

PUT THESE NUMBERS ON ALL INVOICES

PURCHASE NUMBER	REQUISITION NUMBER
NO. 4 0 7 5 0 0	

to Plant Rubber & Asbestos Works

DATE May 20, 1943

PAGE (3)

ITEM NO.	H. D. D. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
				<p>INSURANCE: Certificates to be furnished showing that you are fully covered for Workmen's Compensation Insurance, including Longshoremen's and Harbor Workers' Act, Shipwrights' Act and Public Liability Insurance.</p> <p>There is a possibility that insurance may be covered under the Maritime Commission blanket policy, which may be extended to sub-contractors. In the event that it is decided to take advantage of this policy, there will be a reduction in the contract price, removing therefrom the amount of insurance included.</p> <p>TERMS OF PAYMENT: Payment to be made upon the completion and acceptance of the work on each vessel.</p> <p>OVERTIME: It is understood that the figures presented above represent the work to be done on a straight time basis. Any overtime which may become necessary must be approved by a representative of the United States Maritime Commission. You are not to work overtime until you receive written notice from Moore Dry Dock Company. Any overtime worked without this written notice will not be authorized for reimbursement.</p>		
DSF:39						

3407500

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

PUT THESE NUMBERS ON ALL INVOICES

PURCHASE NUMBER


REQUISITION NUMBER

NO. 4 0 7 5 0 0

TO Plant Rubber & Asbestos Works

DATE May 20, 1943

PAGE (4)

ITEM NO.	M. D. D. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
				<p>DELIVERY: Four (4) vessels - July, 1944 Four (4) " - August, 1944 Four (4) " - September, 1944 One (1) vessel - October, 1944</p>		
				<p>PRIORITY: AA-1 (Allotment to Follow)</p>		
				<p>The undersigned purchaser certifies, subject to the provisions of Section 52 (A) of the United States Control Administration Act and to the War Production Board, that to the best of his knowledge and belief, the undersigned is authorized under applicable War Production Board regulations or orders to place this delivery order, to receive the item(s) ordered for the purposes for which ordered, and to use any preference rating or allotment number or number which the undersigned has placed on this order.</p>		
				<p>APPROVED BY  Vice President</p>		
						#407500

DST:39

PURCHASE ORDER CHANGE
FROM

Moore Dry Dock Company

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

PURCHASE ORDER NO. 407500
CHANGE NO. 1
DATE May 20, 1943

Job No. 292-3042510
Req. No. 340/292
39021-1
39022-1

70 Plant Rubber & Asbestos Works
537 Brannan Street
San Francisco California

Set 5 of 5

DESCRIPTION OF CHANGE

Wells 292-304

COVERINGS: PIPE

Kindly note the following change to the above purchase order.

Addition of clause to the order - No change in price.

The attached contract, dated May 20, 1943, is herewith made part and parcel of the purchase order, as indicated in Paragraph 4 on Page 2 of the purchase order.

See 37A - 2273M

CHANGE ORDER

ALW/45

Wells

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

Plant Rubber & Asbestos Works
to 537 Brannan Street
San Francisco, California

BUY THESE NUMBERS ON ALL INVOICES

PURCHASE NUMBER	REQUISITION NUMBER
MO. 407500	R-240/292-
	39021-1
	39022-1
HULLS 292-304	292-3042510

DATE July 20, 1943
TERMS: See Page (3)

F.O.B. OUR PLANT
DELIVERY REQ. See Page (4)

Handwritten: #5

NOTE: ALL MATERIAL PURCHASED FOR RESALE UNLESS OTHERWISE NOTED.

ITEM NO.	M. D. D. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
				COVERINGS PIPE		
				Furnish all necessary Labor, Materials, Tools and Equipment to Insulate Piping, Engine Room Auxiliaries, Boilers, etc., as detailed and listed on the attached Drawings E2-1932, Sheets 1 to 9, inclusive, and 2149-39003-1, Sheets 1 to 4, inclusive.		24,750.00 Per Ship 321,750.00
				SPECIFICATION: above work to be performed in exact detail as outlined on drawings, and to be done to the satisfaction of the United States Maritime Commission's representatives and/or Moore Dry Dock Company.		
				NOTE: quantities shown are for thirteen (13) vessels. above material required for USMC Hulls 1205 to 1217, inclusive, Contract No. MSC-7695, our Hulls 292 to 304, inclusive. This order or agreement is subject to the Provisions of Section 403 of the		
				PLEASE ACKNOWLEDGE THIS ORDER AND ONE COPY TO BE RETURNED TO MOORE DRY DOCK COMPANY		407500

Copies of written bids and circulation of Bids attached to Purchase Order #407500.

DSF:39

cc. M. H. ...

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

PUT THESE NUMBERS ON ALL INVOICES

FORMER NUMBER

REQUISITION NUMBER

NO. 407500

DATE May 20, 1943

MOORE OFFICE
MOORE BUILDING

Plant Rubber & Asbestos Works

TO

PAGE (2)

ITEM NO.	M. D. D. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
				<p>NOTE: (Cont'd.) Sixth Supplemental National Defense Appropriation Act of 1942.</p> <p>Above material is subject to USMC approval, ABS and BHM Rules and Regulations, and Senate Report #184 where applicable.</p> <p>The quantities shown on this order are subject to increase or decrease due to changes or developments in design on the ship/s or to decrease if suitable material becomes available from Maritime surplus stock.</p> <p>The vendor shall adhere as closely as practicable to the delivery schedule set forth herein, and shall in no case anticipate delivery dates by more than sixty (60) days.</p> <p>This Purchase Order is herewith made part and parcel of the contract to be entered into between Moore Dry Dock Company and Plant Rubber & Asbestos Works. Contract to be approved by the United States Maritime Commission and to be submitted at a later date.</p> <p>All clauses in the contract are to govern the work. Where the clauses in the Purchase Order and the contract conflict, the Purchase Order clauses will be automatically nullified.</p>		

37:39

#407500

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

PUT THESE NUMBERS ON ALL INVOICES

PURCHASE NUMBER	REQUISITION NUMBER
NO. 407500	

TO Plant Rubber & Asbestos Works

DATE May 20, 1943

PAGE (3)

ITEM NO.	M. D. D. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
				<p>INSURANCE: Certificates to be furnished showing that you are fully covered for Workmen's Compensation Insurance, including Longshoremen's and Harbor Workers' Act, Shipwrights' Act and Public Liability Insurance.</p> <p>There is a possibility that insurance may be covered under the Maritime Commission blanket policy, which may be extended to sub-contractors. In the event that it is decided to take advantage of this policy, there will be a reduction in the contract price, removing therefrom the amount of insurance included.</p> <p>TERMS OF PAYMENT: Payment to be made upon the completion and acceptance of the work on each vessel.</p> <p>OVERTIME: It is understood that the figures presented above represent the work to be done on a straight time basis. Any overtime which may become necessary must be approved by a representative of the United States Maritime Commission. You are not to work overtime until you receive written notice from Moore Dry Dock Company. Any overtime worked without this written notice will not be authorized for reimbursement.</p>		

57430

407500

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND, CALIFORNIA

PUT THESE NUMBERS ON ALL INVOICES


PURCHASE NUMBER	REQUISITION NUMBER
NO. 407500	

OFFICE BUILDING

TO Plant Rubber & Asbestos Works

DATE May 20, 1943

PAGE (4)

ITEM NO.	M. O. D. CO. STOCK NO.	QUANTITY	UNIT DESCRIPTION	DESCRIPTION	UNIT PRICE	EXTENSION
				<p>DELIVERY: Four (4) vessels - July, 1944 Four (4) " - August, 1944 Four (4) " - September, 1944 One (1) vessel - October, 1944</p> <p>PRIORITY: AA-1 (Allotment to Follow)</p> <p>The undersigned purchaser certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the effect and to the War Production Board, that to the best of his knowledge and belief the undersigned is authorized under applicable War Production Board regulations or orders to place this delivery order, to receive and to use the material for the purpose for which ordered, and to use any production control allotment number original of which the undersigned is in possession.</p> <p>APPROVED BY  Vice President</p>		
SF:39						#407500

PURCHASE ORDER CHANGE
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE--SHOPS--DRY DOCKS
OAKLAND, CALIFORNIA

PURCHASE ORDER NO. 407500
CHANGE NO. 1
DATE May 20, 1943

Job No. 292-3082510
Req. No. 340/292
39021-1
39022-1

TO Plant Rubber & Asbestos Works
537 Brannan Street
San Francisco California

Set 5 of 5

DESCRIPTION OF CHANGE

Hulls 292-304

COVERINGS: PIPE

Kindly note the following change to the above purchase order.

Addition of clause to the order - No change in price.

The attached contract, dated May 20, 1943, is herewith made part and parcel of the purchase order, as indicated in Paragraph 4 on Page 2 of the purchase order.

CHANGED ORDER

27A - 2773 M

ADW/45

[Handwritten signature]

CONTRACT NO. 5

PURCHASE ORDER NO. 407500

APPENDUM NO. 1

This agreement, made and entered into this 17th day of January, 1945.

WHEREAS, Moore Dry Dock Company Hulls 292, 293, 294, 297 and 299, USMC Hulls 1205, 1206, 1207, 1210 and 1212, Contract No. MCC-7695, are being converted, and

WHEREAS, the material and quantities of material now required on said hulls differ from the original requirements,

It is, therefore, mutually agreed between the parties to Contract No. 5 and Purchase Order No. 407500 that as to Moore Dry Dock Hulls 292, 293, 294, 297 and 299, only, USMC Hulls 1205, 1206, 1207, 1210 and 1212, only, that the following shall be added to Section No. 1:

Furnish and install piping Insulation for Refrigeration Piping and Machinery, and for Hull Piping, all in accordance with specifications and listing given on Moore Dry Dock Drawing S39-2-1. Additions and changes in Engine Room to be in accordance with MDDCo. Drawing S39-2-1.

It is further agreed that as to Moore Dry Dock Company Hulls 292, 293, 294, 297 and 299, only, USMC Hulls 1205, 1206, 1207, 1210 and 1212, only, that Section No. 19 of Contract No. 5 shall be changed to read:

Contractor agrees to pay Subcontractor for the entire work hereunder in accordance with the following listed unit prices.

Any reference to specific piping systems, machinery, equipment or areas are as to type only, it being intended that such references are descriptive and not restrictive.

Quantities are to be established from physical measurements taken on each vessel by Contractor and Subcontractor and shall be mutually agreed upon by both parties and verified by representatives of the United States Maritime Commission.

STANDARD THICK 85% MAGNESIA PIPE COVERING
 SEWED WITH CANVAS FOR STEAM & EXHAUST & HOT
 WATER LINES

<u>PIPE SIZE</u>	<u>PRICE PER FOOT Straight</u>
3/8"	.80
1/2"	.80
3/4"	.85
1"	.90
1 1/4"	.95
1 1/2"	1.00
2"	1.10
2 1/2"	1.20
3"	1.30
3 1/2"	1.40
4"	1.50
5"	1.70
6"	1.90

All above unit prices are per lineal foot of straight pipe. Unit prices for other than straight pipe are as follows:

Bent pipe 2 times per lineal foot rate of corresponding style and size of straight pipe insulation.

Valve and fittings bodies two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Permanent flange covers three times per lineal foot rate of corresponding style and size of straight pipe insulation.

INDEX NO.
PAGE NO.

COMBINATION HIGH TEMPERATURE &
MAGNESIA PIPE COVERING

<u>PIPE SIZE</u>	<u>PRICE PER FOOT STRAIGHT PIPE</u>
3/8"	1.40
1/2"	1.40
3/4"	1.50
1"	1.60
1 1/4"	1.80
1 1/2"	2.00
2"	3.50
2 1/2"	3.75
3"	4.05
3 1/2"	4.30
4"	4.50
5"	4.85
6"	5.25

All above unit prices are per lineal foot of straight pipe. Unit prices for other than straight pipe are as follows:

Bent pipe 2 times per lineal foot rate of corresponding style and size of straight pipe insulation.

Valve and fittings bodies two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Permanent flange covers three times per lineal foot rate of corresponding style and size of straight pipe insulation.

ANTI-SWEAT COVERING FOR COLD WATER, FIRE AND
SANITARY LINES SEWED WITH CANVAS

<u>PIPE SIZE</u>	<u>STRAIGHT</u>
1/2"	.88
3/4"	.90
1"	1.00
1 1/4"	1.06
1 1/2"	1.10
2"	1.20
2 1/2"	1.30
3"	1.50
3 1/2"	1.65
4"	1.80
5"	2.00
6"	2.25
8"	2.50

All above unit prices are per lineal foot of straight pipe. Unit prices for other than straight pipe are as follows:

Bent pipe 2 times per lineal foot rate of corresponding style and size of straight pipe insulation.

Valve and fittings bodies two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Permanent flange covers three times per lineal foot rate of corresponding style and size of straight pipe insulation.

FORM NO.
PAGE NO.

FREON CORK COVERING
FCR
COPPER TUBING PRICE PER FOOT

<u>PIPE SIZE</u>	<u>STRAIGHT</u>
3/8 & 5/8	\$1.90
7/8	2.00
1 1/8	2.50
1 3/8	2.65
1 5/8	2.75
2 1/8	3.25

ICE WATER CORK COVERING

3/8" & 1/2"	1.80
3/4"	1.90
1"	2.10

BRINE CORK FOR REEFER PLANT

IRON PIPE SIZES

1/2"	1.75 per ft.
3/4"	1.89 per ft.
1"	2.17 per ft.
1 1/4"	2.67 per ft.
1 1/2"	3.15 per ft.
2"	3.29 per ft.
2 1/2"	3.78 per ft.
3"	4.62 per ft.
4"	5.53 per ft.
5"	6.72 per ft.
6"	7.42 per ft.

All above unit prices are per lineal foot of straight pipe

Unit prices for other than straight pipe are as follows:

Screwed or Tube fittings two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Bent pipe two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Permanent flange covers three times per lineal foot rate of corresponding style and size of straight pipe insulation.

APPLICATION OF MEDIUM AND HIGH TEMPERATURE
INSULATION ON SURFACES OTHER THAN PIPING

(Boilers, Superheat Drums, Pumps, Heaters, etc.)

	<u>PRICE PER SQUARE FOOT</u>
1 1/2" High Temp. Blocks	1.17
2" High Temp. Blocks	1.75
3" High Temp. Blocks	2.33
1" Mag. Blocks	.78
1 1/2" Mag. Blocks	.97
2" Mag. Blocks	1.68
Coverkote	.25

PORTABLE PADS ON EQUIPMENT
AND AUXILIARIES

High-Temp. pads 3" thick made with asbestos cloth and hardware cloth sewed with copper wire, filled with Amosite and lined with Plant #600 Insulating Cement for temperatures 500° and above.....\$6.20 per sq. ft.

High-Temp. pads 3" thick, asbestos cloth filled with Amosite for temperatures up to 499°.....\$5.20 per sq. ft.

CORK BLOCKS (Flat Work)

1" thick	\$1.00 per sq. ft.
1 1/2" thick	1.35 per sq. ft.
2" thick	1.75 per sq. ft.
3" thick	2.25 per sq. ft.
5" thick	4.00 per sq. ft.

STANDARD THICK 85% MAGNESIA PIPE COVERING

PIPE SIZE	PRICE PER FOOT		FITTINGS & VALVE BODIES		FLANGES	
	Straight	Bent	Fixed	Removable	Fixed	Removable
3/8"	.77	1.54	1.54	4.62	2.31	4.62
1/2"	.77	1.54	1.54	4.62	2.31	4.62
3/4"	.78	1.56	1.56	4.68	2.34	4.68
1"	.79	1.58	1.58	4.74	2.37	4.74
1 1/4"	.81	1.62	1.62	4.86	2.43	4.86
1 1/2"	.83	1.66	1.66	4.98	2.49	4.98
2"	.85	1.70	1.70	5.10	2.55	5.10
2 1/2"	1.06	2.12	2.12	6.36	3.18	6.36
3"	1.10	2.20	2.20	6.60	3.30	6.60
3 1/2"	1.14	2.28	2.28	6.84	3.42	6.84
4"	1.22	2.44	2.44	7.32	3.66	7.32
5"	1.36	2.72	2.72	8.16	4.08	8.16
6"	1.43	2.86	2.86	8.58	4.29	8.58
8"	1.67	3.34	3.34	10.02	5.01	10.02
10"	1.88	3.76	3.76	11.28	5.64	11.28
12"	2.38	4.76	4.76	14.28	7.14	14.28
16"	3.50	7.00	7.00	21.00	10.50	21.00
20"		8.76	8.76	26.28	13.14	26.28

1-1/2" Thick 85% Magnesite P/C

Temperature Range 267° F. to 337° F.

PIPE SIZE	PRICE PER FOOT		FITTINGS & VALVE BODIES		FLANGES	
	Straight	Bent	Fixed	Removable	Fixed	Removable
3/8"	.93	1.86	1.86	5.58	2.79	5.58
1/2"	.93	1.86	1.86	5.58	2.79	5.58
3/4"	.95	1.90	1.90	5.70	2.85	5.70
1"	.97	1.94	1.94	5.82	2.91	5.82
1 1/4"	1.00	2.00	2.00	6.00	3.00	6.00
1 1/2"	1.03	2.06	2.06	6.18	3.09	6.18
2"	1.05	2.10	2.10	6.30	3.15	6.30
2 1/2"	1.15	2.30	2.30	6.90	3.45	6.90
3"	1.20	2.40	2.40	7.20	3.60	7.20
3 1/2"	1.28	2.56	2.56	7.68	3.84	7.68
4"	1.36	2.72	2.72	8.16	4.08	8.16
5"	1.70	3.40	3.40	10.20	5.10	10.20
6"	1.80	3.60	3.60	10.80	5.40	10.80
8"	2.00	4.00	4.00	12.00	6.00	12.00
10"	2.40	4.80	4.80	14.40	7.20	14.40
12"	2.85	5.70	5.70	17.10	8.55	17.10

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2" THICK 85% MAGNESIA PIPE COVERING

TEMPERATURE RANGE 338° F. to 387° F.

<u>PIPE SIZE</u>	<u>PRICE PER FOOT</u>		<u>FITTINGS & VALVE BODIES</u>		<u>FLANGES</u>	
	<u>Straight</u>	<u>Bent</u>	<u>Fixed</u>	<u>Removable</u>	<u>Fixed</u>	<u>Removable</u>
3/8"	.93	1.86	1.86	5.58	2.79	5.58
1/2"	.93	1.86	1.86	5.58	2.79	5.58
3/4"	.95	1.90	1.90	5.70	2.85	5.70
1"	.97	1.94	1.94	5.82	2.91	5.82
1 1/4"	1.00	2.00	2.00	6.00	3.00	6.00
1 1/2"	1.03	2.06	2.06	6.18	3.09	6.18
2"	1.25	2.50	2.50	7.50	3.75	7.50
2 1/2"	1.35	2.70	2.70	8.10	4.05	8.10
3"	1.45	2.90	2.90	8.70	4.35	8.70
3 1/2"	1.58	3.16	3.16	9.48	4.74	9.48
4"	1.67	3.34	3.34	10.02	5.01	10.02
5"	2.05	4.10	4.10	12.30	6.15	12.30
6"	2.15	4.30	4.30	12.90	6.45	12.90
8"	2.40	4.80	4.80	14.40	7.20	14.40
10"	2.90	5.80	5.80	17.40	8.70	17.40
12"	3.35	6.70	6.70	20.10	10.05	20.10

- - - - -

DOUBLE STANDARD THICK 85% MAGNESIA P/C

PIPE SIZE	PRICE PER FOOT		FITTINGS & VALVE BODIES		FLANGES	
	Straight	Bent	Fixed	Removable	Fixed	Removable
3/8"	.93	1.86	1.86	5.58	2.79	5.58
1/2"	.93	1.86	1.86	5.58	2.79	5.58
3/4"	.95	1.90	1.90	5.70	2.85	5.70
1"	.97	1.94	1.94	5.82	2.91	5.82
1 1/4"	1.00	2.00	2.00	6.00	3.00	6.00
1 1/2"	1.03	2.06	2.06	6.18	3.09	6.18
2"	1.25	2.50	2.50	7.50	3.75	7.50
2 1/2"	1.35	2.70	2.70	8.10	4.05	8.10
3"	1.45	2.90	2.90	8.70	4.35	8.70
3 1/2"	1.58	3.16	3.16	9.48	4.74	9.48
4"	1.97	3.94	3.94	11.82	5.91	11.82
5"	2.35	4.70	4.70	14.10	7.05	14.10
6"	2.50	5.00	5.00	15.00	7.50	15.00
8"	2.70	5.40	5.40	16.20	8.10	16.20
10"	3.20	6.40	6.40	19.20	9.60	19.20
12"	3.55	7.10	7.10	21.30	10.65	21.30

NO. 1
NO. 5

COMBINATION HIGH TEMPERATURE & MAGNESIA PIPE COVERING

PIPE SIZE	PRICE PER FOOT		FITTINGS & VALVE BODIES		FLANGES	
	Straight	Bent	Fixed	Removable	Fixed	Removable
3/8"	1.33	2.66	2.66	7.98	3.99	7.98
1/2"	1.33	2.66	2.66	7.98	3.99	7.98
3/4"	1.37	2.74	2.74	8.22	4.11	8.22
1"	1.39	2.78	2.78	8.34	4.17	8.34
1 1/4"	1.52	3.04	3.04	9.12	4.56	9.12
1 1/2"	1.55	3.10	3.10	9.30	4.65	9.30
2"	2.88	5.76	5.76	17.28	8.64	17.28
2 1/2"	3.02	6.04	6.04	18.12	9.06	18.12
3"	3.20	6.40	6.40	19.20	9.60	19.20
3 1/2"	3.25	6.50	6.50	19.50	9.75	19.50
4"	3.54	7.08	7.08	21.24	10.62	21.24
4 1/2"	3.97	7.94	7.94	23.82	11.91	23.82
5"	4.19	8.38	8.38	25.14	12.57	25.14
6"	4.52	9.04	9.04	27.12	13.56	27.12
8"	5.12	10.24	10.24	30.72	15.36	30.72

- - - - -

APPLICATION OF MEDIUM AND HIGH TEMPERATURE
INSULATION ON SURFACES OTHER THAN PIPING

(Boilers, Superheat Drums, Turbines, Pumps, Heaters, etc.)

85% MAGNESIA BLOCKS

PRICE PER SQUARE FOOT

1" Thick Blocks	.78
1 1/2" Thick Blocks	1.17
2" Thick Blocks	1.68
Water Proof Finish	.25

PRASCO HIGH TEMPERATURE BLOCKS

2" Thick Blocks	1.75
-----------------	------

PORTABLE PADS ON EQUIPMENT AND AUXILIARIES

Thickness of Pad	Temperatures to 499°	Temperatures 500° or over.
1" Thick	\$ 2.72 per sq. ft.	
1 1/2" Thick	3.12 per sq. ft.	
2" Thick	3.32 per sq. ft.	\$ 4.60 per sq. ft.
2 1/2" Thick	4.00 per sq. ft.	5.40 per sq. ft.
3" Thick	5.20 per sq. ft.	6.20 per sq. ft.
4" Thick		6.80 per sq. ft.

NOTE: Minimum Price of any Pad - \$4.00 ea.

- - - - -

REFRIGERATION INSULATION

<u>PIPE SIZE</u>	<u>BRINE THICKNESS</u> (Freon)	<u>ICE WATER THICKNESS</u>
3/8" & 1/2"	\$1.90	\$1.80
5/8" & 3/4"	2.00	1.90
1"	2.25	
1 5/8"	2.75	
2 1/8"	3.25	

All above Unit Prices are per lineal foot of straight pipe.

Unit Prices for other than straight pipe are as follows:

Screwed or Tube Fittings two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Bent Pipe two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Permanent Flange Covers three times per lineal foot rate of corresponding style and size of straight pipe insulation.

CORK BLOCKS

1" Thick	\$1.00 per sq. ft.
1 1/2" Thick	1.35 per sq. ft.
2" Thick	1.75 per sq. ft.
3" Thick	2.25 per sq. ft.

High Temperature Blocks

1-1/2" thick
 3" thick

Price Per Sq. Ft.

\$1.25
 2.33

Waterproof Finish on Flat Surface Work

Plant Coverkote

Price Per Sq. Ft.

\$.25

Ice Water Thickness Cork

1"

Price Per Lineal Foot

\$2.10

Brine Thickness Cork

1/2"
 3/4"
 1"
 1-1/4"
 1-1/2"
 2"
 2-1/2"
 3"
 4"
 5"
 6"

Price Per Lineal Foot

\$1.85
 2.00
 2.17
 2.67
 3.15
 3.29
 3.78
 4.62
 5.53
 6.72
 7.42

No Sweat Covering for Cold Water, Fire and Sanitary Lines Sewed with Canvas

Pipe Size

1/2"
 3/4"
 1"
 1-1/4"
 1-1/2"
 2"
 2-1/2"
 3"
 3-1/2"
 4"
 5"
 6"
 8"

Straight

\$.88
 .90
 1.00
 1.06
 1.10
 1.20
 1.30
 1.50
 1.65
 1.80
 2.00
 2.25
 2.50

All above unit prices are per lineal foot of straight pipe. Unit prices for other than straight pipe are as follows:

Bent pipe 2 times per lineal foot rate of corresponding style and size of straight pipe insulation.

Valve and fittings bodies two times per lineal foot rate of corresponding style and size of straight pipe insulation.

Permanent flange covers three times per lineal foot rate of corresponding style and size of straight pipe insulation.

It is further agreed between the parties to Contract No. 5 and Purchase Order No. 407500 that the following shall be added to Article No. 45 of Contract No. 4 for Moore Dry Dock Company Hulls 292, 293, 294, 297 and 299, USMC Hulls 1205, 1206, 1207, 1210 and 1212:

Provided that if all or part of this subcontract is entered in the business renegotiated on an overall basis by any Price Adjustment Board, such renegotiation agreement and settlement with such Price Adjustment Board shall certify the provisions of Section 45 of this subcontract.

In the event of any conflict between the terms of Contract No. 5 and Addendum No. 1 thereto, on the one hand, and the terms of Purchase Order No. 407500 and Change Orders Nos. 1, 2 and 3 thereto, on the other hand, the provisions of the Contract and Addendum shall prevail.

This Addendum is subject to the approval of the United States Maritime Commission.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Witness

[Signature]

MOORE DRY DOCK COMPANY

By [Signature]
A. L. Wille
Purchasing Agent

APPROVED:

By [Signature]
N. Levy
Vice President

SUBCONTRACTOR

Witness

[Signature]

PLANT RUBBER & ASBESTOS WORKS

By [Signature]
Title ASSISTANT GENERAL MANAGER

Witness

[Signature]

By [Signature]
Title Marine Supt

PURCHASE ORDER CHANGE
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE—SHOPS—DRY DOCKS
OAKLAND 4, CALIFORNIA

PURCHASE ORDER NO. 407500²²⁴
CHANGE NO. 3
DATE January 24, 1945

TO OFFICE
BUILDING

TO Plant Rubber & Asbestos Works
537 Brannan Street
San Francisco 7, California

Hulls 292-304
Job No. 292-2510
Req. No. 39021-1
39022-1
S-39-2-1-1

Set of 2
Page 1 of 1

DESCRIPTION OF CHANGE

COVERINGS: PIPE

Please ADD the following to Change Order No. 2 on Purchase Order No. 407500

NOTE:

Increase in price of \$12,390.00 per vessel is approximate only.

Exact price for all of the work covered by Purchase Order No. 407500 for Hulls 292, 293, 294, 297 & 299 to be in accordance with unit prices specified in Moore Dry Dock Company Contract No. 5

In the event of any conflict between the terms of Contract No. 5 and Addendum No. 1 thereto, on the one hand, and the terms of Purchase Order No. 407500 and Change Orders Nos. 1, 2 and 3 thereto, on the other hand, the provisions of the Contract and Addendum shall prevail.

A. F. Walker

PURCHASE ORDER CHANGE
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND 4, CALIFORNIA

Plant Rubber and Asbestos Works
to 537 Brannan Street
San Francisco 7, California

PURCHASE ORDER NO. 4 0 7 5 0 0
CHANGE NO. 2
DATE November 17, 1944

HULLS 292-304
Job No. 292-2510
Requisitions Nos. 39021-1
39022-1
S-39-2-1-1

Page 1 of 1
Set of 2

DESCRIPTION OF CHANGE

COVERINGS: PIPE

Kindly make the following change on the above-numbered Purchase Order:

Addition to Purchase Order (Increase in Price)

ADD for Hulls 292, 293, 294, 297 and 299, USMC Hulls 1205, 1206, 1207, 1210 and 1212 the following:

Furnish and install Piping Insulation for Refrigeration Piping and Machinery, and for Hull Piping, all in accordance with specifications and listing given on Moore Dry Dock Drawing S39-2-1. Additions and changes in Engine Room to be in accordance with MDDCo. Drawing S39-2-1. \$12,390.00
Per Vessel

In the event of any conflict between the terms of Purchase Order No. 407500 issued to Plant Rubber and Asbestos Works and Change Orders Nos. 1 and 2, thereto, on the one hand, and Subcontract No. 5 and Addendum No. 1, thereto, on the other hand, the provisions of the subcontract and the addendum shall prevail.

REASON: On account of conversion to Refrigerator Ships.

APPROVED


Vice-President

USE:39

407500

MUOKE DRY DOCK CO.
REQUISITION FOR SHIPS' MATERIAL

REQUISITION NO.

R- GROUP - 0-20-2-1 - 1
ACCOUNT - REQ.
HULLS 257, 252-257, 257, 259
DATE 10-26-44 PG. 1 OF 1

SUBJECT (ONE COMMODITY ONLY) SUB-CONTRACT

M/L PLAN NO. 3-39-2-1 SYSTEM PIPING AND MACHINERY INSTALLATION FOR REEFER BILLS

REQ'D. DELIVERY IN YARD BY VESSELS: AT ONCE.

MATERIAL SHOWN FOR ONE SHIP - REQ'D. FOR 6 SHIPS

PLAN PCE	M/P OR C/L NO.	QUANT. I-SHIP	DESCRIPTION	MAT'L.	TOTAL AVAIL. STOCK	TOTAL AVAIL. SURPLUS	TOTAL PURCH.
			Furnish and install one set of Piping Insulation for refrigeration Piping and machinery, and for Hull Piping, all in accordance with specifications and drawings given on Rev. 32-539-2-1.				
			Insulation in engine room to be in accordance with Inv. 300-12-1002, name of standard 82 Vocals, except where superseded by 830-2-1.				
			See Contract No 4 attached No 2 for complete file				

17/2/44

UNITED STATES MARITIME COMMISSION
OAKLAND REGIONAL CONSTRUCTION OFFICE

December 18, 1944

539 (PA)

Mr. R. J. Loughery
U.S.M.C. Material Controller
c/o Moore Dry Dock Company
19th and Union Streets
Oakland, California

Subject: ADDENDUM NO. 2 TO SUBCONTRACT NO. 4
ADDENDUM NO. 1 TO SUBCONTRACT NO. 5
Plant Rubber and Asbestos Works
Additional Insulation
MC Hull Nos. 1202, 1205, 1206, 1207, 1210 and 1213
Builder's Hulls 289, 292, 293, 294, 297 & 299
Contract Nos. MCo-7694 and MCo-7695

Reference: (a) Transmittal Form 27-A, Sheet No. M-48,
dated December 1, 1944
(b) Your letter of December 14, 1944

Enclosure: (A) Two (2) copies each of subject Addenda

Dear Mr. Loughery:

Approval is withheld on the above subject Addenda showing
Lump Sum amounts to cover additional Piping Insulation for conversion
requirements.

We have no way of checking lump sum amounts in this manner,
and as I discussed with you over the telephone a few days ago, arrange-
ments should be made to have requests for approval of this type presented
on a unit price basis similar to Addendum No. 1 to Subcontract No. 4.
The Plant Rubber and Asbestos people always give us quotations on a unit
price basis at the other Yards where they are performing this type of
work.

When unit prices are once established and approved, then all
conversions, additions or deletions are taken care of by a certificate
of completion signed by the U.S.M.C. Principal Inspector. With this
certificate and approval of unit prices contained in the Subcontract,
the Maritime Auditor then reimburses for the amount of work performed on
each hull. This is a general practice for this type of work in all
Pacific Coast Maritime Yards.

Encls
WLK/ca/dk
cc: C. W. Flesher
J. A. Hull
D. A. Newton
Reading
General Files

Very truly yours,
J. A. Hull, Chief,
Material Control Section

By direction, W. L. Kidneigh, Head,
Price Approval Branch

UNITED STATES MARITIME COMMISSION
INTEROFFICE MEMORANDUM

To: W. L. Kidneigh

December 16, 1944

From: John F. Harrell

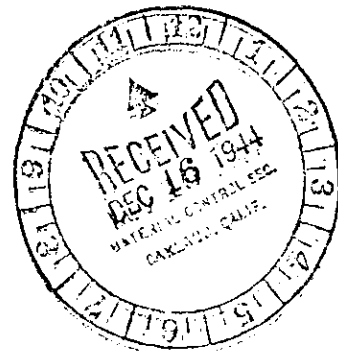
Subject: Addendum No. 1, dated November 17, 1944, to Subcontract
No. 5, between Plant Rubber & Asbestos Works and
Moore Dry Dock Company;

Addendum No. 2, dated November 17, 1944, to Subcontract
No. 4, between Plant Rubber & Asbestos Works and
Moore Dry Dock Company

I have examined said addenda and approve same
as to legal form.

John F. Harrell
John F. Harrell
Regional Attorney

Attachments

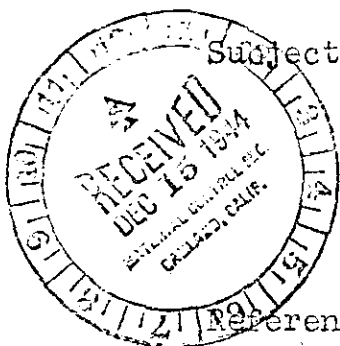


UNITED STATES MARITIME COMMISSION

R. J. LOUCHERY--U.S.M.C.
MATERIAL CONTROLLER
Moore Dry Dock Company
Fish & Union
Oakland, Calif.
December 14, 1944

Mr. C. W. Flesher, Director
West Coast Regional Construction Office
U. S. Maritime Commission
Financial Center Bldg.
Oakland, 12, California

Attention: Mr. W. L. Kidneigh, Head
Price Approval Branch



Subject: ADDENDUM NO. 2 TO SUB-CONTRACT NO. 4
ADDENDUM NO. 1 TO SUB-CONTRACT NO. 5
PLANT RUBBER & ASBESTOS-PIPE COVERING
C2-S-B1 Cargo Vessels (R2-S-BV1)
MC Hull Nos. 1202, 1205-7, 1210, 1212
Builder's Hull Nos. 289, 292-4, 297, 299
Contract Nos. Mcc-7694-5

Reference: (a) 27-a No. M-48, dated 12/1/44
(b) Addendum No. 2 to Sub-Contract No. 4
(c) Addendum No. 1 to Sub-Contract No. 5
(d) Plant Rubber ltr to MDDCo., dated
8/1/44
(e) Requisition No. R2899-S-39-2-1-1;
Change No. 2 to Requisition No. R2404-39021-
1; Change No. 2 to Requisition No. R2404-
39022-1
(f) Change Order No. 3 to Purchase Order
No. 407499; Change Order No. 2 to
Purchase Order No. 407500

Enclosure: (A) One copy References (a), (d), and (e)
(B) Three copies References (b), (c), and
(f)

Dear Sir:

We submit and recommend for your approval, References
(b) and (c).

This Sub-Contractor has the contract for the 65 vessels,
MC Hulls 1153-1217, Contract Nos. MC-7691-2-3-4-5, His bid of
\$24,750 per vessel was approved by you on October 16, 1943 cover-
ing Specifications in effect at that time.

W. L. Kinnear

-2-

December 14, 1944

In arriving at the additional figure of \$12,390 for the work required on the six Refrigerator Vessels, submitted in References (b) and (c), we have no way of determining the fairness of this figure as it is a matter for our Engineering Department to determine the extent of the changes involved. However, from past experience the Sub-Contractor has remitted certain voluntary credits on other vessels when his cost was definitely established.

In other respects our file on these Addenda seem to be in order and your action will be appreciated.

Yours very truly,

R. J. Loughery
Material Controller



E. H. Pigeon
Price Assistant

EHP:msa
cc: DSFagan
GWPhilpott
ALWille attn. KHaller
Reading

ADDENDUM NO. 1

This agreement, made and entered into this 17th day of November, 1944.

WHEREAS, Moore Dry Dock Company Hulls 292, 293, 294, 297 and 299, USMC Hulls 1205, 1206, 1207, 1210 and 1212, Contract No. MDC-7895, are being constructed, and

WHEREAS, the material and quantities of material now required on such hulls differ from the original requirements,

It is, therefore, mutually agreed between the parties to Contract No. and Purchase Order No. 407500 that as to Moore Dry Dock Hulls 292, 293, 294, 297 and 299, only, USMC Hulls 1205, 1206, 1207, 1210 and 1212, only, that the following shall be added to Section No. 1:

Furnish and install Piping Insulation for Refrigeration Piping and Machinery, and for Hull Piping, all in accordance with specifications and listing given on Moore Dry Dock Drawing S39-2-1. Additions and changes in Engine Room to be in accordance with MDDCo. Drawing S39-2-1

It is further agreed that as to Moore Dry Dock Company Hulls 292, 293, 294, 297 and 299, only, USMC Hulls 1205, 1206, 1207, 1210 and 1212, only, that section No. 19 of Contract No. 5 shall be changed to read:

THIRTY-SEVEN THOUSAND ONE HUNDRED AND FORTY DOLLARS (\$37,140.00) PER VESSEL.

In the event of any conflict between the terms of Purchase Order No. 407500 issued to Plant Rubber and Asbestos Works and Change Orders Nos. 1 and 2, thereto, on the one hand, and Subcontract No. 5 and Addendum No. 1, thereto, on the other hand, the provisions of the subcontract and the addendum shall prevail.

This addendum is subject to the approval of the United States Maritime Commission.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above mentioned.

Witness

[Handwritten signature]

MOORE DRY DOCK COMPANY

[Handwritten signature]

A. L. Wille

TITLE Purchasing Agent

APPROVED:

By *[Handwritten signature]*

W. Levy

TITLE Vice-President

Witness

[Handwritten signature]

SUBCONTRACTOR

PLANT RUBBER & ASBESTOS WORKS

By *[Handwritten signature]*

DISTRICT MANAGER

Witness

[Handwritten signature]

By *[Handwritten signature]*

ASSISTANT GENERAL MANAGER

TITLE

*Balance of \$12,375 per hull
total increase of \$61,990.00*

PURCHASE ORDER CHANGE
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE-SHOPS-DRY DOCKS
OAKLAND 4, CALIFORNIA

Plant Rubber and Asbestos Works
to 537 Brannan Street
San Francisco 7, California

11-23
PURCHASE ORDER NO. 407500
CHANGE NO. 2
DATE November 17, 1944

HULLS 292-304
Job No. 292-2510
Requisitions Nos. 39021-1
39022-1
S-39-2-1-1

Page 1 of 1
Set of 2

DESCRIPTION OF CHANGE

COVERINGS: PIPE

Kindly make the following change on the above-numbered Purchase Order:

Addition to Purchase Order (Increase in Price)

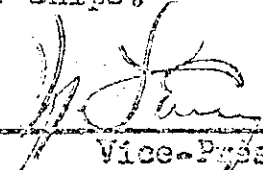
ADD for Hulls 292, 293, 294, 297 and 299, USMC Hulls 1205, 1206, 1207, 1210 and 1212 the following:

Furnish and install Piping Insulation for Refrigeration Piping and Machinery, and for Hull Piping, all in accordance with specifications and listing given on Moore Dry Dock Drawing S39-2-1. Additions and changes in Engine Room to be in accordance with MDDCo. Drawing S39-2-1. \$12,390.00
Per Vessel

In the event of any conflict between the terms of Purchase Order No. 407500 issued to Plant Rubber and Asbestos Works and Change Orders Nos. 1 and 2, thereto, on the one hand, and Subcontract No. 5 and Addendum No. 1, thereto, on the other hand, the provisions of the subcontract and the addendum shall prevail.

REASON: On account of conversion to Refrigerator Ships.

APPROVED


Vice-President

DSF:39

407500

UNITED STATES MARITIME COMMISSION
OAKLAND REGIONAL CONSTRUCTION OFFICE

October 16, 1943

1015-130

Mr. R. J. Loughery
U.S.M.C. Material Controller
c/o Moore Dry Dock Company
2800 Adeline Street
Oakland, California

Subject: SUBCONTRACT NO. 5
Plant Rubber and Asbestos Works
Piping Insulation
KC Hulls 1205-1217, Incl.
Moore Hulls 292-304, Incl.
Contract No. MCC-7695

Reference: (a) Your letter of October 5, 1943
(b) Your letter of October 12, 1943

Dear Mr. Loughery:

This office hereby approves Subcontract No. 5, awarded to the Plant Rubber and Asbestos Works for the insulation of Piping, Engine Room Auxiliaries, Boilers, etc., at the price of \$24,750.00 per hull or a total of \$321,750.00 for thirteen (13) hulls.

Very truly yours,

W. L. Kidneigh
Head, Price Approval Branch

cc: WLK/BA/dk
C. W. Flesher
W. H. Quarg (2)
Resident Auditor
Principal Inspectors
J. A. McKeown (encl.)
Engineering Plan Approval
Reading
General Files

10-15-43

These Orders covering
work were registered
some time ago, and Mack
said that if Moore's
would put this work on
subcontracts we would
approve same. This has
been done and the P.O.
is made part and parcel
of the subcontract.

We haven't a comparable
contract in our files but
Plant Rubber was law
Gilder of Van Arsdale Harris
and Western Asbestos
Dutton & Bay Cities could

Just as they are
ing work for Yards
and # 2, respectively.

Western under-bid
tton & Bay Cities at
and # 3.

2)

UNITED STATES MARITIME COMMISSION

R. J. Loughery -- U.S. M.C.
Purchase Controller -
Moore Dry Dock Company
2200 Adeline Street
Oakland, Calif.

October 12, 1943

Regional Director of Construction
U.S. Maritime Commission
Oakland, California

SUBJECT: C2-S-B1 Cargo Vessels
MC Hull Nos. 1153-1217, Incl.
Bldrs. Hull Nos. 240 to 304, Incl.
Contract No. Mcc-7691-2-3-4-5
SUBCONTRACT OVER \$ 10,000

Reference: (a) R. J. Loughery letter dated
October 5, 1943 to L. T. McCarthy

Enclosure: (A) Four (4) copies each of the
following Purchase Orders and
Change Orders:

#407496	and	C.O.	#1
407497	"	"	"
407498	"	"	"
407499	"	"	"
407500	"	"	"

Attention: Mr. W. L. Kidneigh, Acting Chief,
Ship Purchase Approval Section

Dear Mr. Kidneigh:

Supplementing reference (a), enclosure (A) is forwarded herewith as requested by Miss Ethel Anderson of your office. These purchase orders and changes thereto we understand are necessary due to the fact that reference is made in the sub-contract that the purchase order is made part and parcel of the contract.

Yours, very truly,

/sgd./ R. J. Loughery
Purchase Controller

RJL.Ld
CC: Reading

UNITED STATES MARITIME COMMISSION
OAKLAND REGIONAL CONSTRUCTION OFFICE

July 11, 1945

Dot 339 (PA)

Mr. R. J. Loughery
U.S.M.C. Material Controller
c/o Moore Dry Dock Company
Foot of Adeline Street
Oakland 4, California

Subject: ADDENDUM NO. 3 TO SUBCONTRACT NO. 5
ADDENDUM NO. 4 TO SUBCONTRACT NO. 4
Flat Rubber and Asbestos Works
Repairing or Replacing of Damaged Insulation
MC Hull Nos. 1192-1217, Incl.
Builder's Hull Nos. 279-304, Incl.
Contract No. MCc-7694 and MCc-7695

Reference: (a) Transmittal Form 27-a, Sheet No. 4-71,
dated July 5, 1945
(b) Your letter of July 7, 1945

Dear Mr. Loughery:

This office hereby approves the above subject Addenda, providing for payment for the repairing and replacing of damaged insulation in accordance with the unit prices shown in previous Addenda to the Subcontracts, upon certification on the invoice by the USMC Head Hull Inspector that the quantities of material thereon listed are correct and that the materials furnished and work performed is the liability of the United States Maritime Commission.

Very truly yours,

J. A. Hull, Chief,
Material Control Section

WJK/EA
cc: J. A. Hull
W. L. Kidneigh
W. H. Quarg (2)
Resident Auditor
Eng. Plan Approval
Hull Plan Approval (encl.)
J. A. McKeown (encl.)
Reading
General

By direction, W. L. Kidneigh, Head,
Price Approval Branch

UNITED STATES MARITIME COMMISSION

INTEROFFICE MEMORANDUM

To: W. L. Kidneigh July 10, 1945

From: John F. Harrell

Subject: Addendum No. 4, dated May 18, 1945, to Subcontract No. 4, between Plant Rubber & Asbestos Works and Moore Dry Dock Company;

Addendum No. 3, dated May 18, 1945, to Subcontract No. 5, between Plant Rubber & Asbestos Works and Moore Dry Dock Company.

I have examined said addenda and approve
the same as to legal form.

John F. Harrell
John F. Harrell
Regional Attorney

Attachments



UNITED STATES MARITIME COMMISSION

R. J. LOUGHERY--U.S.M.C.
MATERIAL CONTROLLER
Moors Dry Dock Company

APPROVED BY: *e*

Oakland, Calif.

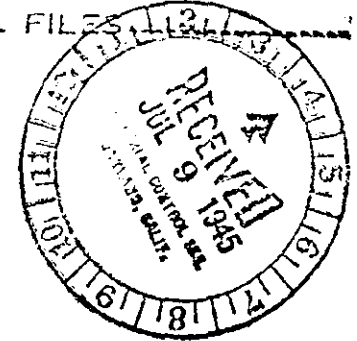
July 7, 1945

DATE OF ACTION _____

NO ACTION _____

GENERAL FILE _____

Mr. C.W.Flesher, Director
West Coast Regional Construction Office
U. S. Maritime Commission
Financial Center Bldg.
Oakland, 12, California



Attention: Mr. W.L. Kidneigh, Head
Price Approval Branch

Subject: ADDENDUM NO. 3 TO SUBCONTRACT NO. 5
PLANT RUBBER & ASBESTOS WORKS
&
ADDENDUM NO. 4 TO SUBCONTRACT NO. 4
PLANT RUBBER & ASBESTOS WORKS
C2-S-B1 Cargo Vessels
MC Hulls 1192-1217
Builder's Hulls 279-304
Contract Nos. Mcc-7694-7695

*Referred to Special
7/10/45*

Reference: (a) 27-A No. M-71, dated 7/5/45
(b) Subject Addenda, dated 5/18/45
(c) Change Order No. 6 to Purchase
Order No. 407499
(d) Change Order No. 5 to Purchase
Order No. 407500

Enclosure: (A) One copy Reference (a)
(B) Three copies References (b),
(c) and (d)

Dear Mr. Kidneigh:

Enclosure (B) is submitted for your review and legal approval by the Regional Attorney. The policy outlined, we believe, was discussed with you over the telephone several weeks ago and would simplify the handling of any repairs that might be necessary prior to the delivery of each vessel. This office would be relieved of the responsibility of approving a Purchase Order, as it would appear from the construction of the subject Addenda, that it is the wish of the Contractor that reimbursement be made on the strength of invoices approved by the U.S.M.C. Head Inspectors.

RJL:msa
cc: KHaller GWPPhilpott
Reading

Yours very truly,
R. J. Loughery
R. J. Loughery, Material Controller

ADDENDUM NO. 3

This agreement made and entered into this 18th day of May, 1945.

WHEREAS, portions of the insulation installed in accordance with Contract No. 5 may be damaged before delivery of the vessels; and

WHEREAS, repair or replacement of such damaged insulation will be required,

It is, therefore, mutually agreed by the parties to Contract No. 5 and Purchase Order No. 407500 that the following shall be added to the description of the work to be performed as set out in Article 1 of said contract:

And repair or replace such insulation as may be damaged after the original installation has been completed, before delivery of each vessel.

It is further agreed that Contractor shall pay to Subcontractor for repairing or replacing damaged insulation in accordance with the unit prices listed in Addendum number 1 of said contract, upon certification on the invoice by the USMC Head Hull Inspector at Moore Dry Dock Company that the quantities of material thereon listed are correct and that the materials furnished and work performed is the liability of the US Maritime Commission.

In the event of any conflict between the terms of Contract No. 5 and Addenda Nos. 1 to 3 inclusive, thereto, on the one hand, and the terms of Purchase Order No. 407500 and Change Order Nos. 1 to 5 inclusive, thereto, on the other hand, the provisions of the Contract and the Addenda shall prevail.

This addendum is subject to the approval of the United States Maritime Commission.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Witness

A. Fragan

MOORE DRY DOCK COMPANY

By A. L. Wille
A. L. Wille
Purchasing Agent

APPROVED:

By N. Levy
N. Levy
Vice President

SUBCONTRACTOR

PLANT RUBBER & ASBESTOS WORKS

By A. J. Green
Title ASSISTANT GENERAL MANAGER

By S. J. Gills
Title General Supt

Witness

C. M. Hammond

Witness

Alice M. Gentry

[Handwritten initials and notes]

7-5

PURCHASE ORDER CHANGE
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE—SHOPS—DRY DOCKS
OAKLAND 4, CALIFORNIA

PURCHASE ORDER NO. 4 0 7 5 0 0

CHANGE NO. 5

DATE May 18 1945

SAN FRANCISCO OFFICE
FOUR BUILDING

TO Plant Rubber & Asbestos Works
537 Brannan Street
San Francisco 7 California

HULLS 292-304
Job No. 292-2510
Req.No. 39021-1
39022-1
S-39-2-1-1

Set of 2
Page 1 of 1

DESCRIPTION OF CHANGE

COVERINGS:PIPE

Kindly make the following change on the above purchase order:

ADD THE FOLLOWING TO THE DESCRIPTION OF THE WORK TO BE PERFORMED:

And repair or replace such insulation as may be damaged after the original installation has been completed, before delivery of each vessel.

Price for above to be in accordance with unit prices as listed in Addendum Number 1 to Contract No. 5

In the event of any conflict between the terms of Contract No. 5 and Addenda Nos. 1 to 3, inclusive, thereto, on the one hand, and the terms of Purchase Order No. 407500 and Change Orders Nos. 1 to 5 inclusive, thereto, on the other hand, the provisions of the Contract and the Addenda shall prevail.

DSF:42

[Handwritten signature]

R. J. LOUGHERY--U.S.M.
MATERIAL CONTROLLER
Moore Dry Dock Company

Oakland, Calif.

May 24, 1945

Mr. A.L. Wille, Pur. Agent
Moore Dry Dock Company
Oakland, California

Attention: Mr. K. Haller, Purchasing

Subject: ADDENDUM NO. 2 to SUBCONTRACT
PLANT RUBBER & ASBESTOS
C2-S-B1 Cargo Vessels
MC Hulls Nos. 1208, 1211.
Bldr's Hulls Nos. 295, 296
Contract No. MCC-7695

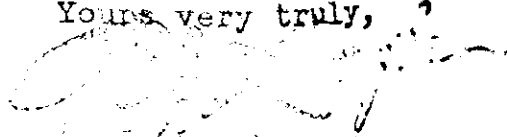
Reference: (a) 27-a No. M-67, dated
(b) Subject Addendum dated
(c) Change Order No. 4 to
Order No. 407500
(d) Change No. 3 to Requirement
R2404-39022-1
(e) Plant Rubber & Asbestos
ltr to MDDCo., dated 5/1

Enclosure: (A) One copy Reference (a)

Dear Sir:

Approval is hereby granted of Reference (b)
basis of unit prices, Reference (e), previously approved
the Price Approval Branch, Regional Office, as part
of Addendum No. 1 to Subcontract No. 5.

Yours very truly,


R. J. Loughery
Material Controller



ADDENDUM NO. 2

This agreement made and entered into this 10th day of May, 1945.

WHEREAS, deep tanks 1, 2, 3 and 4 on Moore Dry Dock Company Hulls 298, 301, 302, 303 and 304, USMC Hulls 1208, 1211, 1214, 1215, 1216, 1217, USMC Contract MCo-7695, are being converted from dry cargo to liquid cargo, and

WHEREAS, it is required that the piping to said tanks as converted be insulated

It is, therefore, mutually agreed that the following shall be added to Article 1 of Contract No. 5 as to Moore Dry Dock Company Hulls 295, 298, 301, 302, 303 and 304 only, USMC Hulls 1208, 1211, 1214, 1215, 1216 and 1217 only:

Furnish and install piping insulation for conversion of deep tanks 1, 2, 3 and 4 in accordance with United States Maritime Commission specifications and Moore Dry Dock Company Drawings 300-E6-2245, 300-48100-4 and 300-48100-5.

It is further agreed that the following shall be added to Article 19 of said contract:

For furnishing and installing piping insulation for conversion of deep tanks 1, 2, 3 and 4--prices in accordance with the unit prices contained in Addendum No. 1 of this contract.

In the event of any conflict between the terms of Contract No. 5 and Addenda Nos. 1 and 2 thereto, on the one hand, and Purchase Order No. 407500 and Change Orders Nos. 1 to 4 inclusive, thereto, on the other hand, the provisions of the contract and the addenda shall prevail.

This addendum is subject to the approval of the United States Maritime Commission.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Witness

R. T. Fagan

MOORE DRY DOCK COMPANY

By A. L. Wille
A. L. Wille
Purchasing Agent

APPROVED:

By N. Levy
N. Levy
Vice President

SUBCONTRACTOR

Witness

Alice McGinty

Plant Rubber & Asbestos Works

By A. J. Hiram
TITLE ASSISTANT GENERAL MANAGER

Witness

E. M. H. Baker

By S. J. Gelli
TITLE Marine Dept

PURCHASE ORDER CHANGE
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE--SHOPS--DRY DOCKS
OAKLAND, 4. CALIFORNIA

PURCHASE ORDER NO. 4 0 7 5 0 0
CHANGE NO. 4
DATE May 10, 1945

to Plant Rubber & Asbestos Works
537 Brannan Street
San Francisco 7 California

Hulls 292-304
Job No. 292-2510
Req. No. 39021-1
39022-1
S-39-2-1-1

Set of 1
Page 1 of 1

DESCRIPTION OF CHANGE

COVERINGS: PIPE

Kindly make the following change on the above purchase order:

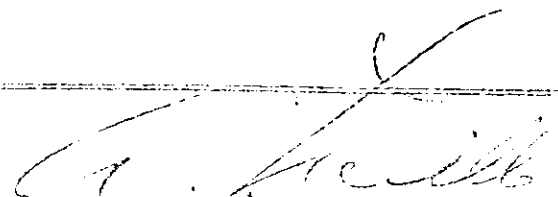
ADD:

Furnish and install piping insulation for conversion of deep tanks 1, 2, 3 and 4 in accordance with United States Maritime Commission specifications and Moore Dry Dock Company Drawings 300-116-2245, 300-43100-4 and 300-43100-5 (Hulls 295, 298, 301, 302, 303, & 304 only)

Note: Prices in accordance with the unit prices contained in Addendum No. 1 to Contract No. 5

In the event of any conflict between the terms of Contract No. 5 and Addenda Nos. 1 and 2 thereto, on the one hand, and Purchase Order No. 407500 and Change Orders Nos. 1 to 4, inclusive, thereto, on the other hand, the provisions of the contract and the addenda shall prevail.

DSF:42



260

MOORE DRY DOCK CO.
REQUISITION CHANGE AND TRACER NO. 3

REQUISITION NO. 2404 39022 - 1
GROUP ACCOUNT REQ. 240-304
HULLS DATE 5-8-45 PG. 1 OF 1

SUBJECT (ONE COMMODITY ONLY) Piping Insulation

M/L E142 ALT. PLAN NO. SYSEM Hull Piping

PLEASE NOTE THE FOLLOWING CHANGES:

ITEM	DESCRIPTION	CHANGE
1	1 set of Hull Piping insulation for Hull Piping completely installed, all in accordance with Specifications and list	Add to reqn. the following: Furnish and install Piping insulation for conversion of deep tanks 1,2,3,4 in accordance with Drwg's 300-E6-2245 300-48100-4, 300-48100-5 for Hulls 295,298,301-304
	Drwg. 2149-39000-1	Above in accordance with USMC Specifications.

P. O. OR CONTRACT NO.	QUANT. ORDERED	REC'D.	NOW REQ'D.	SURPLUS ACTION REQUESTED	SURPLUS ACTION TAKEN	PURCHASING ACTION REQUESTED	PURCHASING ACTION TAKEN	P. O. CHG. NO.
					Note: Reference P.O. 407500			
					<i>Plant Rubber x Architect's Work</i>			
					<i>P.O. 407500 - Change Order # 1</i>			
					<i>May 10, 1945</i>			

P. O. OR CONTRACT NO.	SURPLUS ACTION REQUESTED	SURPLUS ACTION TAKEN	FORM "B" NO.	M/T NO.	REMARKS

APP'D. 5/10/45 *O. ...*

PLANT RUBBER & ASBESTOS WORKS

FACTORIES AT SAN FRANCISCO, EMERYVILLE AND REDWOOD CITY, CALIFORNIA
 SALES OFFICES AT SAN FRANCISCO, LOS ANGELES, WILMINGTON AND HOUSTON

GENERAL OFFICES
 537 BRANNAN ST.
 SAN FRANCISCO
 CALIFORNIA

MANUFACTURERS
 CONTRACTORS - ENGINEERS

DISTRICT OFFICE
 537 BRANNAN STREET
 SAN FRANCISCO 7, CALIF.



May 17, 1945

Moore Dry Dock Company
 Ft. of Adeline Street
 Oakland, California

Attention: Mr. A. L. Wille

Gentlemen:

Agreeable to your request for price on insulating steam and exhaust lines to and from deep tanks on Hulls #295, 298, 301, 302, 303 & 304 - 6 C-2 ships in your west yard.

We are pleased to quote you the following price which is based on unit per foot prices as shown in Contract #5, Addendum #1, Purchase Order #407500:

1140 ft. 1" Pipe Straight	@ .79 per ft.	-	900.60
62 ft. 1" pipe curved	@ 1.58 per ft.	-	97.96
14 only 1" Fittings	@ 1.58 each	-	22.12
			\$1,020.68
526 ft. 1 1/2" pipe straight	@ .83 per ft.		435.78
74 ft. 1 1/2" pipe curved	@ 1.66 per ft.		122.84
4 only 1 1/2" Fittings	@ 1.66 each		6.64
			\$565.26

Respectfully yours,

PLANT RUBBER & ASBESTOS WORKS

S. J. Gillis
 S. J. GILLIS, MARINE DEPARTMENT



UNITED STATES MARITIME COMMISSION
OAKLAND REGIONAL CONSTRUCTION OFFICE

April 19, 1945

File: 339 (PA)

Mr. R.J. Loughery
U.S.M.C. Material Controller
Moore Dry Dock Company
Foot of Adeline Street
Oakland 4, California

Subject: ADDENDUM NO. 2 TO SUBCONTRACT NO. 4
ADDENDUM NO. 1 TO SUBCONTRACT NO. 5
Plant Rubber and Asbestos Works
Pipe Insulation
Contract No. MCC-7694 and MCC-7695

Reference: (a) Your letter of April 3, 1945
(b) Your letter of April 17, 1945

Dear Mr. Loughery:

The above subject Addenda as revised by corrected sheets submitted with reference (a) are hereby approved as the explanation with reference (b) seems to indicate that the prices are satisfactory under the circumstances.

Very truly yours,

J.A. Hull, Chief,
Material Control Section

by direction, W.L. Kidneigh, Head,
Price Approval Branch

WLK/EA/egs

cc

JAHull

DANewton

WHQuarg (2)

Resident Auditor

Hull Plan Approval - Encl.

JAMcKeown - Encl.

Engineering Plan Approval

Reading

General Files

R. J. LOUGHERY-- U.S.M.C.
MATERIAL CONTROLLER
Moore Dry Dock Company

Oakland, Calif.

April 17, 1945

Mr. C.W. Flesher, Director
West Coast Regional Construction Office
U.S. Maritime Commission
Financial Center Bldg.
Oakland, 12, California

Attention: Mr. W.L. Kidneigh, Head
Price Approval Branch

Subject: SUBCONTRACT NO. 4 - ADDENDUM NO. 2.
SUBCONTRACT NO. 5 - ADDENDUM NO. 1.
PLANT RUBBER & ASBESTOS WORKS
PIPE COVERING INSULATION
C2-S-B1 Cargo Vessels (R2-S-BV1)
MC Hull Nos. 1202, 1205-1207, 1210, 1212
Builder's Hull Nos. 289, 292-294, 297, 299
Contract No. MCc-7694-7695

Reference: (a) E.H. Pigeon ltr to W.L. Kidneigh,
dated 4/3/45
(b) Telcon, E.H. Pigeon-W.L. Kidneigh,
of 4/7/45
(c) K. Haller transmittal ltr of 4/16,
with P.R. & A. ltr of 4/14/45, attached

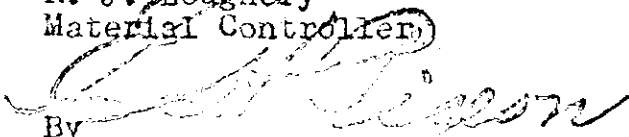
Enclosure: (A) One copy Reference (c)

Dear Mr. Kidneigh:

Supplementing Reference (a) relative to subject matter and in conformance with your telephone conversation, Reference (b), we are forwarding Enclosure (A).

There is nothing this office can add to this except it might be interesting to know that the refrigeration area on the subject vessels is comprised of 350,000 cubic feet, according to the Naval Architect at Moore Dry Dock Company. In fact, these vessels are one large refrigerating unit.

Yours very truly,
R. J. Loughery
Material Controller

By 
E.H. Pigeon, Price Asst.

EHP:msa
cc: Reading

*See Sub #4
for enclosure*

R. J. LOUGHERY-- U.S.M.C.
GENERAL SUPERVISOR
Moore Dry Dock Company
Isthmian Union
Oakland, Calif.

April 3, 1945

Mr. C. W. Flesher, Director
West Coast Regional Construction Office
U. S. Maritime Commission
Financial Center Bldg.
Oakland, 12, California

Attention: Mr. W.L. Kidneigh, Head
Price Approval Branch

Subject: SUBCONTRACT NO. 4 - ADDENDUM NO. 2.
SUBCONTRACT NO. 5 - ADDENDUM NO. 1.
PLANT RUBBER & ASBESTOS WORKS
PIPE COVERING INSULATION
C2-S-B1 Cargo Vessels (R2-S-BV1)
MC Hull Nos. 1202, 1205-1207, 1210, 1212
Builder's Hull Nos. 289, 292-294, 297, 299
Contract No. MCC-7694-7695

Reference: (a) 27-a No. M-48, dated 2/26/45
(b) Addendum No. 2 to Subcontract No. 4
(c) Addendum No. 1 to Subcontract No. 5
(d) MDCCo. (K.Haller) ltr to R.J.
Loughery, dated 3/27/45
(e) Plant Rubber ltr to MDCCo.,
dated 3/12/45
(f) W.L.Kidneigh ltr to R.J.Loughery,
dated 3/5/45

Enclosure: (A) Three copies of sheets 1 and 2
(of 3) of Reference (b)
(B) Three copies of sheets 2 thru 9
(of 10) of Reference (c)
(C) One copy each References (d) and (e)

Dear Sir:

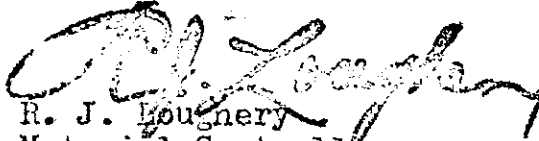
We submit and recommend Enclosures (A) and (B) for your approval. We herewith wish to call your attention to the fact that you retained the previously disapproved addenda, per your letter, Reference (f), and as agreed upon by yourself and Mr. Haller, of the Moore Dry Dock Company, we are only enclosing the pages to be inserted as instructed in Reference (d).

Mr. W.L.Kidneigh
Page -2-
April 3, 1945

The unit price schedule submitted herewith is identical to Addendum No. 1 of Subcontract No. 4, with the exception of Sheet 9 of 10, of Enclosure (B), which is being added. We have no information on file in this office with which to compare the unit prices stated therein.

Enclosures (A) and (B) contain a special provision relative to Section 45 - Renegotiation - which this office was informed by you was legally approved in other Maritime contracts where the Excess Profits Clause was not included. While it is true the Excess Profits Clause, Section 46, and Price and Rate Regulations, Section 47, are made a part of Subcontract No. 4 through Addendum No. 1, it does not apply to Builder's Hull No. 289 (MC Hull No. 1202) which is the hull covered in Enclosure (A). The Excess Profits Clause was not originally or has not subsequently been added to Subcontracts No. 4 and 5 which contain the hulls now under consideration. (Exception - Addendum No. 1 to Contract No. 4.)

Yours very truly,


R. J. Loughery
Material Controller

EHPigeon:msa
cc: DSFagan
KHaller
GWPhilpott
Reading

OAKLAND REGIONAL COMMISSION OFFICE

March 5, 1945

11c 339 (2)

Mr. R. J. Loughery
U. S. M. C. Material Controller
c/o Moore Dry Dock Company
19th and Union Streets
Oakland, California

Subject: ADDENDUM NO. 1 TO SUBCONTRACT NO. 5
Plant Rubber and Asbestos Works
Increase in Unit Prices
Contract No. MDC-7695

Reference: (a) Transmittal Form 27-A, Sheet No. H-48,
Dated February 26, 1945
(b) Your letter of February 28, 1945

Dear Mr. Loughery:

Approval of the subject Addendum is withheld for the reason that these prices are in excess of those previously established on Subcontract No. 4 with the same Vendor.

We refer you to separate correspondence forwarded to you in connection with Subcontract No. 4 with Plant Rubber and Asbestos Works in which we discuss the matter of prices more fully.

Very truly yours,

J. A. Hull, Chief,
Material Control Section

By direction, W. L. Kidneigh, Head,
Price Approval Branch

WLK/ea
cc: W. H. Quarg (2)
J. A. Hull
D. A. Newton
Resident Auditor
Reading
General Files

W. L. Kidneigh

March 3, 1945

John F. Harrell

Addendum No. 2, dated January 17, 1945, to Contract
No. 4, between Plant Rubber & Asbestos Works and
Moore Dry Dock Company;

Addendum No. 1, dated January 17, 1945, to Contract
No. 5, between Plant Rubber & Asbestos Works and
Moore Dry Dock Company

I have examined said addenda and approve the
the same as to legal form.

John F. Harrell
Regional Attorney

Attachments

JFHarrell/of 3-3-45

R. J. LOUGHERY-- U.S.M.C.
MATERIAL CONTROLLER
Moore Dry Dock Company
I. W. O. Union
Oakland, Calif.

February 28, 1945

Mr. C. W. Flesher, Director
West Coast Regional Construction Office
U. S. Maritime Commission
Financial Center Bldg.
Oakland, 12, California

Attention: Mr. W. L. Kidneigh, Head
Price Approval Branch

Subject: SUBCONTRACT NO. 4 - ADDENDUM NO. 2
SUBCONTRACT NO. 5 - ADDENDUM NO. 1
PLANT RUBBER & ASBESTOS WORKS
PIPE COVERING INSULATION
C2-S-B1 Cargo Vessels (B2-S-BV1)
MC Hull Nos. 1202, 1205-7, 1210, 1212
Builder's Hull Nos. 289, 292-4, 297, 299
CONTRACT NO. MCC-7694-5

Reference: (a) 27-a No. M-48, dated 2/26/45
(b) Addendum No. 2 to Subcontract No. 4
(c) Addendum No. 1 to Subcontract No. 5
(d) Change Orders No 3 and 4 to Purchase
Order No. 407499, and Change Orders
No. 2 and 3 to Purchase Orders No.
407500
(e) MDDCo. Requisition No. R-2899-S-39-
2-1-1
(f) Plant Rubber & Asbestos Works ltr
to M.D.D.Co., dated 1/10/45
(g) E.H. Pigeon ltr to K. Haller, dated
2/14/45

Enclosure: (A) One copy References (a), (e), (f), (g)
(B) Three copies References (b), (c), (d)

Dear Sir:

We are submitting and recommending herewith References
(b) and (c) for your approval. Briefly the situation is as
follows:

SUBCONTRACT NO. 4.

Original Contract covered Hulls 279-291, MCC Hulls
1192-1204, as listed on Drawings E2-1992, sheets

Mr. W.L.Kidneigh

-2-

February 28, 1945

No. 1-9 and 2149-39000-1, sheets 1-4, regular
C-2 Cargo Vessels.

ADDENDUM NO. 1

This addendum covered Hulls 279 and 280, Mcc Hulls
1192 and 1193, as listed on Drawings E-11043 and
E2-1992C, sheets 1 to 9, inclusive, for C-2s con-
verted into AKAs, Combat Cargo Vessels.

ADDENDUM NO. 2

This addendum covers Hulls 289, Mcc 1202, in accord-
ance with specifications and listings on MDDCo.
drawing S39-2-1, for C-2 converted into R2-S-Bvl,
Refrigerated Cargo Vessels.

The unit prices contained in Addendum No. 2 are a
little higher than the unit prices in Addendum No.
1 due to a more difficult application. It will be
noted, however, that the unit prices in Addendum No.
1 did not apply to the MDDCo. Hull 289 being converted
into a Refrigerated Cargo Vessel under Addendum No. 2

We also wish to call your attention to the omission
of the Excess Profits Clause, Sections No. 46 and
47, from Addendum No. 2 because said sections were
never included heretofore as applying to the Hull
now under Addendum No. 2. In lieu of the Excess
Profits Clause there is a special provision inserted
in Addendum No. 2 which this office understands has
been accepted and approved by you as satisfactory in
other Subcontracts entered into by the Commission
and this Contractor.

While Contract No. 4 was originally placed on a Lump
Sum basis, we subsequently placed certain Hulls on
a Unit Price basis, as indicated under Addendum No.
1 and now under Addendum No. 2.

SUBCONTRACT NO. 5

Original contract covered Hulls 292-304, Mcc 1205-
1217, as listed on Drawings E2-1992, sheets 1-9,
Drawing 2149-39000-1, sheets 1-4, regular C-2
Cargo Vessels. Placed on a Lump Sum basis.

Mr. W.L. Kidneigh

-3-

February 28, 1945

ADDENDUM NO. 1

This Addendum covers Hulls 292, 293, 294, 297 and 299, MCo Hulls 1205, 1206, 1207, 1210, and 1212, which are being converted into Refrigerated Cargo Vessels and are being placed on a Unit Price basis instead of a Lump Sum basis.

Sections No. 46 and 47, Excess Profits Clause, were not included in this Subcontract or in this Addendum No. 1. The paragraph on Addendum No. 2 of Subcontract No. 4, pertaining to the Excess Profits Clause, applies also to Addendum No.1 to Subcontract No. 5.

Both of the subject Contracts are of the old type, containing Sections 16 (Events of Default) and 17 (Termination). It occurs to us to inquire when an addendum to such contracts is entered into, if these Sections should not be amended to conform with the revised "Termination For Convenience" Section.

In all other respects, we believe you will find all the necessary requirements in order and References (b) and (c) ready for your approval.

Yours very truly,

R. J. Loughery
Material Controller

By 

E. H. Pigeon
Price Assistant

EHP:msa
cc: DSFagan
GWPhilpott
ALWille attn. KHaller
Reading

February 14, 1945

Mr. A. L. Wille, Pur. Agent
Moore Dry Dock Company
Oakland, California

Attention: Mr. K. Haller, Purchasing Department

Subject: SUBCONTRACTS NOS. 4 AND 5.
PLANT RUBBER AND ASBESTOS WORKS
Addenda Occasioned by Conversion of C-2
Vessels to Refrigerator Vessels.

Reference: (a) W. L. Kidneigh ltr to R.J. Loughery,
dated 2/13/45
(b) R. J. Loughery (E.H. Pigeon) ltr to
W. L. Kidneigh, dated 2/5/45
(c) K. Haller ltr to R. J. Loughery,
dated 2/2/45 with Addenda Nos. 3 & 1.

Enclosure: (A) One copy each References (a) and (b)
(B) Two copies Addenda Nos. 3 to Sub-Contract
No. 4 and 1 to Subcontract No. 5

Dear Sir:

Referring to Reference (a), we wish to clarify this approval of the proposed changes mentioned therein. This has reference to the second paragraph, of Reference (a), that when Sections 46 and 47 pertaining to the Excess Profits Clause are once made a part of a Sub-Contract, we will not approve a deletion, once the Sub-Contract has been approved. In this particular instance, insofar as Subcontracts No. 4 and 5 are concerned we find Sections 46 and 47 not contained in same. Therefore, Reference (a) does not apply.

Please submit the Addenda substituting in lieu of Sections 46 and 47 the proposed changes submitted by Sub-Contractor which I understand is an exact duplicate of a similar change made in another Sub-Contract approved by the Commission.

Yours very truly,
R. J. Loughery
Material Controller

EHP:msa
cc: Reading

By _____
E. H. Pigeon
Price Assistant

UNITED STATES MARITIME COMMISSION
OAKLAND REGIONAL CONSTRUCTION OFFICE

February 13, 1945

(PA)

Mr. A. J. Loughery
U.S.M.C. Material Controller
c/o Moore Dry Dock Company
18th and Union Streets
Oakland, California

Subject: SUBCONTRACT NOS. 4 and 5
Plant Rubber and Asbestos Works
Addenda Occasioned by Conversion of C-2
Vessels to Refrigerator Vessels

Reference: (a) Your letter of February 5, 1945
(b) Memorandum from J. F. Harrell, dated
February 13, 1945

Enclosure: (A) One copy of Reference (b)

Dear Mr. Loughery:

In accordance with my telephone conversation with Mr. Pigeon today, we are forwarding herewith a copy of Mr. Harrell's memorandum of February 13, 1945, wherein he states that the changes proposed by Plant Rubber and Asbestos Works cannot be approved.

Although we agreed to these changes on new subcontracts, we cannot go back on Subcontracts already approved and change the terms and conditions, especially where an Excess Profits Clause has been included.

Very truly yours,

J. A. Hull, Chief,
Material Control Section

Encl. (A)
WLK/ea/dk
cc: JAHull
DANewton
Reading
General Files

By direction, W. L. Kidneigh, Head,
Price Approval Branch

W. L. Kidneigh

February 13, 1945

John F. Harrell

Subcontract No. 4 between Plant Rubber & Asbestos
Works and Moore Dry Dock Company; and
Subcontract No. 5 with the same company

Your memorandum of February 8, 1945, transmitting
a copy of Mr. Loughery's letter of February 5, 1945 has
been received.

The proposed changes requested by Plant Rubber
& Asbestos Works cannot be approved.

John F. Harrell
Regional Attorney

Attachment

JFHarrell/of 2-13-45

February 8, 1945

Mr. J. F. Harrell, Regional Attorney

W. L. Kidneigh, Head Price Approval Branch

ADDENDA OCCASIONED BY CONVERSION OF C-2 VESSELS TO
REFRIGERATOR VESSELS

- Attachments:
- (A) Complete File on Moore Dry Dock Company Subcontract No. 4
 - (B) Complete File on Moore Dry Dock Company Subcontract No. 5
 - (C) Letter R. J. Loughery to W. L. Kidneigh, dated
February 5, 1944 with attachments

May we have a ruling as requested
in Mr. Loughery's letter of February 5, 1945

W. L. Kidneigh, Head,
Price Approval Branch

#LK/EA/dk

C O P Y

Complete File to

R. J. LOUGHERY -- U.S.M.C.
MATERIAL CONTROLLER
Moore Dry Dock Company
19th & Union
Oakland, Calif.

Harrell

2-8-45

February 5, 1945

Mr. C. W. Flesher, Director
West Coast Regional Construction Office
U.S. Maritime Commission
Financial Center Bldg.
Oakland, 12, Calif.

Attention: ~~Mr. W. L. Kidneigh, Head~~
Price Approval Branch

Subject: PLANT RUBBER & ASBESTOS BORKS
SUB-CONTRACTS NOS. 4 & 5
ADDENDA OCCASIONED BY CONVERSION
OF C-2 VESSELS TO REFRIGERATOR VESSELS

Reference: a-MDDCo. (K.Haller) ltr to R.J. Loughery,
dated 2/2/45
b-Plant Rubber & Asbestos Co. ltr to
MDECo., dated 2/1/45

Enclosure: (A-One copy references (a) and (b))

all sub #4

Dear Sir:

We are submitting Reference (b) in which the Sub-Contractor proposes a change in Section 45 - Renegotiation - of subject sub-contract. We ask for your legal ruling as to its admissibility.

Yours very truly,

R. J. Loughery
Material Controller

OK'D BY
REGIONAL OFFICE
U.S. MARITIME COMMISSION

By

E. H. Pigeon
E. H. Pigeon
Price Assistant

EHP:msa
cc: Reading

1945 FEB 9 10 58

RECEIVED