



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

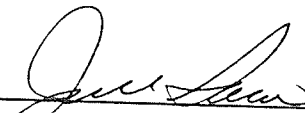
Certificate of True Copy

I HEREBY CERTIFY *that the annexed* is a true copy of various documents in file
Moore D.D. Co. #37, 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
Maritime Administration



JAMES E. SAARI

Washington, D.C. 4/17, 19 87

178-52-1032

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~~SECRET~~

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UNCLASSIFIED
DSP 4/14/87

MOORE D. D. (W) # 59
Plant Review Materials
not translation of Dist. One

Pine Approval Branch

C O N T R A C T N O . 12

THIS AGREEMENT, made and entered into this **15th** day of **December** 1943 by and between Moore Dry Dock Company, first party, hereinafter called "Contractor" and,

**PLANT RUBBER AND ASBESTOS WORKS
537 Brannan Street
San Francisco, California**

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:

HEREBY, NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES

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 necessary Labor, Tools, and Equipment, and Material as listed below to install insulation for Ventilation Ducts, as per attached Drawing No. 38010-1C, Sheets 1 to 4, inclusive. Plant Rubber and Asbestos Works to furnish silicate of soda, wire, asbestos cement, paste, and sewing twine. Moore Dry Dock Company to furnish EK-18 Insulation, Insulation Blocks, 1/2", 1", and 1 1/2" thick, as per specifications, and canvas and clips to complete same. The above work to be performed on thirteen (13) vessels, Hulls 253-265, inclusive, as indicated on our Purchase Order 413322. This purchase order is herewith made part and parcel of the contract. The above contract applies against USMC Hulls 1166-1178, inclusive, Moore Hulls 253-265, inclusive, USMC Contract No. MC- 7692.**

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.**

*McElwain
N.P.A.*

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 19 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, 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 name 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 are 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:

ONE THOUSAND NINE HUNDRED AND SEVENTY-FIVE DOLLARS (\$1,975.00) Per Ship.

This contract covers thirteen (13) vessels.

or a total of TWENTY-FIVE THOUSAND SIX HUNDRED AND SEVENTY-FIVE DOLLARS (\$25,675.00)

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 Contractor 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 with said six-month guaranty period as defective or unsatisfactory or not meeting the 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

In the Government Contract insofar as the same are applicable to this Agreement or the work to be performed or materials, equipment or article 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 an 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, an 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 -- OVERTIME 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 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. Taggart

By A. L. Wille
TITLE Purchasing Agent

APPROVED: [Signature]
By [Signature]
TITLE Vice-President

SUBCONTRACTOR

Witness

W.E. Caschot

By

R.H. Chase

TITLE

V.P. & Genl Mgr.

Witness

E.J. Colman

By

Lynn J. Gillis

TITLE

Marine Supt

PURCHASE ORDER
FROM

MOORE DRY DOCK COMPANY

MAIN OFFICE—SHOPS—DRY DOCKS
OAKLAND, CALIFORNIA

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

Page 1 of 3
Set of 5

PUT THESE NUMBERS ON ALL INVOICES

| | |
|-----------------|-----------------------|
| PURCHASE NUMBER | REQUISITION NUMBER |
| NO. 4 1 3 3 2 2 | R-240-292 38011-59 |
| HULLS 253-265 | 2532310 |

DATE: December 15, 1943
TERMS: See Page 3

F. O. B. OUR PLANT
DELIVERY REQ. AS Required

NOTE: ALL MATERIAL PURCHASED FOR RESALE UNLESS OTHERWISE NOTED.

| ITEM NO. | M. D. D. CO. STOCK NO. | QUANTITY | UNIT MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------------------------|----------|--------------|---|------------|------------------------|
| | | | | INSULATION | | |
| | | | | Furnish necessary Labor, Tools, and Equipment, and Material as listed below to Install Insulation for Ventilation Ducts, as per attached Drawing No. 38010-1C, Sheets 1 to 4, inclusive. | | |
| | | | | Plant Rubber and Asbestos Works to furnish silicate of soda, wire, asbestos cement, paste, and sewing twine. Moore Dry Dock Company to furnish BX-18 Insulation, Insulation Blocks, 1/2", 1", and 1 1/2" thick, as per specifications, and canvas and clips to complete same. | | \$1,975.00 Per ship |
| | | | | NOTE: Above material required for USMC Hulls 1166 to 1178, inclusive, Contract No. MCC-7692, our Hulls 253 to 265, inclusive. | | |
| | | | | Above material is subject to USMC approval, ABS and BIM Rules and Regulations, and Senate Report #184 where applicable. | | |
| | | | | APPROVED AS TO COST ONLY 12/15/43 | | |
| | | | | USMC ACTING MATERIAL CONTROLLER | | |
| | | | | DSF:3 9 | | |
| | | | | PLEASE ACKNOWLEDGE THIS ORDER AND GIVE SHIPPING DATE. | | |
| | | | | | | #413322 |

E

W. Hill

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 1 3 3 2 2 | |

TO Plant Rubber and Asbestos Works

DATE December 15, 1943

Page 2 of 3

| U. D. D. CO. STOCK NO. | QUANTITY | UNIT MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|------------------------|----------|--------------|---|------------|-----------|
| | | | <p>INDUSTRY:</p> <p>NOTE: (Cont'd.) 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>All in strict accordance with contract entered into this day between Plant Rubber and Asbestos Works and Moore Dry Dock Company, Contract No. 37, attached, dated December 15, 1943.</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> <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> | | |

DEF:39

#413322

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 1 3 3 2 2 | |

TO Plant Rubber and Asbestos Works

DATE December 15, 1943

Page 3 of 3

| M. D. D. CO. STOCK NO. | QUANTITY | UNIT MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|------------------------|----------|--------------|---|------------|-----------|
| | | | <p>INSULATION</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> <p>PRIORITY: AA-1</p> <p style="text-align: right; margin-top: 20px;">APPROVED BY <u></u> Vice President</p> | | |
| DSF:39 | | | CONFIRMING | | #413322 |

[Handwritten Signature]

R. J. Loughery--U.S.M.C.
Resident Material Controller
Moore Dry Dock Company
2200 Adeline Street
Oakland 4, Calif.

March 30, 1944

Mr. A. L. Wille, Pur. Agent
Moore Dry Dock Co.
Oakland, Calif.

Attention: Mr. D. S. Fagan, Purchasing Department

Subject: C2-S-B1 Cargo Vessels
MC Hull Nos. 1153 to 1156, incl.
and 1159 to 1178, incl.
Builder's Hulls Nos. 240 to 243 and
246 to 265, incl.
CONTRACTS NOS. MCC-7691 and 2
SUBCONTRACTS NOS. 36 and ADDENDUM NO. 1,
AND 37
PLANT RUBBER AND ASBESTOS COMPANY

Reference: (a) Form 27-A, Sheet No. M-9 dated 2/1/44
(b) Form 27-A, Sheet No. M-15 dated 3/13/44
(c) Subcontracts Nos. 36 and Addendum No. 1
and 37 with supporting papers furnished.
(d) W.L. Kidneigh letter S39 (PA) dated
3/24/44 to R.J. Loughery

Enclosure: (A) Seven copies reference (c)
(B) One copy reference (d)

Dear Mr. Wille:

Enclosure (A) is returned herewith for correction as
directed in enclosure (B).

Yours very truly

R. J. Loughery
Res. Material Controller.

RJL:mc

cc: ALWille
KHaller w/c enc. (B)
WLKidneigh
CENagar
Reading

*Subcontract No. 37 is okay
and will be resubmitted
(ea) 4/8/44*

UNITED STATES MATERIALS COMMISSION
OAKLAND REGIONAL CONSTRUCTION OFFICE

March 24, 1944

459 (PA)

Mr. R. J. Loughery
U.S.M.C. Material Controller
c/o Moore Dry Dock Company
2200 Adeline Street
Oakland 4, California

Subject: SUBCONTRACT NO. 36 AND ADDENDUM NO. 1
SUBCONTRACT NO. 37
Plant Rubber and Asbestos Works
Installation of Insulation for Ventilation Ducts
Contract Nos. MCC-7591 and MCC-7592

Reference: (a) Transmittal Form 27-A, Sheet No. M-9,
dated February 1, 1944
(b) Transmittal Form 27-A, Sheet No. M-15,
dated March 13, 1944
(c) Your letter of March 20, 1944
(d) Our telephone conversation of March 23, 1944

Enclosure: (A) Four (4) copies of Subcontract No. 36 and
Addendum No. 1
(B) Four (4) copies of Subcontract No. 37

Dear Mr. Loughery:

In line with Reference (d), we are herewith returning copies of the above subject Subcontracts for correction of Article 31, which we understand is not in accordance with the Plant Rubber and Asbestos Works bid of March 17, 1943.

Very truly yours,

L. T. McCarthy, Chief,
Material Control Section

Encls. (A) & (B)
WLK/EA/dk
cc: C. W. Fleisher
Reading
General Files

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

March 23, 1944

Mr. Cuthbert, of the Plant Rubber and Asbestos Works was in the office today discussing Article II of Subcontracts Nos. 36, 37, 38, 39 and 40 which does not correspond with the bid letter from the Plant Rubber and Asbestos Works dated March 17, 1943.

Mr. Kidneigh talked to Mr. Clark on the telephone while Mr. Cuthbert was in the office (2:20). Mr. Clark suggested that the Subcontracts 36 and 37 be revised to comply with the bid letter inasmuch as they are the only contracts under which work has been done—all hulls under 36 and 4 hulls under 37. Mr. Cuthbert will give a supplemental bid letter which will correspond with Subcontracts 38, 39 and 40.

Mr. Kidneigh also phoned Mr. Loughery while Mr. Cuthbert was in the office telling him that we were returning Subcontracts 36 and 37 for correction of Article II, page 8, titled "Hours of Work".

EA

Subcontract 37 is okay and will be resubmitted for approval.

Mr. Cuthbert was in error and the contract in question should have been # 2.

However, the Yard will arrange to cover correction through Principal Inspector @ 4/8/44

W.C.
WILLER
Company
Oakland 4, Calif.

March 20, 1944

In reply refer to: JJ-12aa-316-35

Mr. C. W. Flesher
Regional Director of Construction
U. S. Maritime Commission
Financial Center Building
Oakland, Calif.

Attention: Head, Price Approval Branch

Subject: C2-S-B1 Cargo Vessels, MC Hull Nos. 1153
to 1156, inclusive, and 1159 to 1217 inclusive,
Builders Hull Nos. 240 to 243 inclusive,
246 to 304 inclusive.
Contracts Nos. MCo-7691-2-3-4-5
SUBCONTRACTS NOS. 36 and ADDENDUM NO. 1
THERETO, 37, 38, 39, 40.
PLANT RUBBER & ASBESTOS COMPANY

Reference: (a) Form 27-a No. M-9 dated 2/1/44
(b) Form 27-a No. M15 dated 3/13/44
(c) Subcontracts Nos. 36 and Addendum No. 1
thereto, 37, 38, 39, 40.
(d) Purchase orders Nos. 413321 and Change
Order No. 1 thereto, 41322, 413323,
413324, and 413325
(e) Abstract of Bids dated 12/15/43
(f) Purchase Requisition No. 240-292-
38011-39
(g) Plant Rubber & Asbestos Works letter
bid dated 11/24/43
(h) VanArsdale Harris Co. bid dated 12/8/43
(i) Western Asbestos Works bid dated
12/8/43

Enclosures: (A) One copy each references (a) (b)
(c) (f) (g) (h) (i)
(B) Four copies each references (c) and (d)

Kidneigh
3/20/44

Enclosures (A) and (B) are referred to you for review and action. Approval is recommended by this office as concerns deletions of hulls defined.

Yours very truly,

R. J. Loughery
Res. Material Controller

RJL:mcc
cc: ALWille Attn. D.S. Fagan
KHaller
CIWager
Reading

SS 12.7.45

UNITED STATES MARITIME COMMISSION

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

May 26, 1944

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

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

Subject: VOLUNTARY CREDITS BY PLANT RUBBER
& ASBESTOS COMPANY

Reference: (a) D. S. Fagan ltr. 5/12/44 to
R. J. Loughery
(b) W. L. Kidneigh ltr. S-39 (PA) dated
5/20/44 to R. J. Loughery
(c) D. S. Fagan ltr. 5/16/44 to R. J.
Loughery
(d) R. J. Loughery ltr. 5/18/44 to
W. L. Kidneigh

Enclosure: (A) One copy reference (a)

Dear Mr. Kidneigh:

Enclosure (A) is in acknowledgment of reference (b) and
we believe clarifies the situation as originally covered in
reference (c) which was sent you as enclosure (A) of reference
(d).

Yours very truly,

R. J. Loughery
Material Controller

RJL:LD
CC: EHPigeon w/c Encl. (A)
Reading

67 37

Company

May 24, 1944

Mr. R. J. Loughery
U. S. Maritime Commission
Resident Material Controller
Moore Dry Dock Company
Oakland, California

Subject: VOLUNTARY CREDITS BY PLANT RUBBER AND ASBESTOS
WORKS

References: (a) Mr. W. L. Kinnear's letter dated May 20, 1944
File S39(PA)
(b) Mr. R. J. Loughery's letter dated May 23, 1944
(c) Plant Rubber and Asbestos Works' letter dated
April 26, 1944

Dear Mr. Loughery:

In checking our files of Plant Rubber and Asbestos Works' subcontracts, we find that addenda have been issued covering all the credits listed in reference (a) and, in addition, Addendum No. 3 dated January 21, 1944 of Subcontract No. 27, Purchase Order No. 195624, listed a credit of \$1,719.00, not listed by Plant Rubber and Asbestos Works in reference (c). We have not checked to determine if all such addenda have been submitted to your office, as it seems that at all times a number of addenda cannot be submitted for approval for the reason that preceding addenda to a subcontract are temporarily withheld pending collection of documents to support such preceding addenda. They have, however, been issued and your office, in the regular course of events, will receive those which may not already have been submitted.

Referring to Subcontracts Nos. 36 and 37, credits for which were not listed in reference (c), apparently no credits in the accepted sense of the word will be forthcoming on them. Billings on Subcontract No. 37 have not yet been received but on Subcontract No. 36, billings are complete and equivalents of

Moore Dry Dock Company

Mr. R. J. Loughery
USMC Resident Material Controller
May 24, 1944
Page Two

\$4,994.15 in credits are listed by Addendum No. 2 dated February 21, 1944. We refer you to such addenda for the manner in which the billings were handled.

It has occurred to us that the office of the U. S. Maritime Commission Auditor resident at Moore Dry Dock Company should be in a position to supply any statement of costs required on any subcontract.

Very truly yours,

MOORE DRY DOCK COMPANY

A. L. Wille
Purchasing Agent

D. S. Fafen
Purchasing Department

DSF:msn

cc: EHPigeon
KHaller
ALWille
General File--E. Yd.

APR - 8 1944

UNITED STATES MARITIME COMMISSION

TO: W. H. Quarg

Attention: W. G. Clark

FROM: L. T. McCarthy

As per our telephone conversation
of some time ago this is for your
information.

L. T. McCarthy

W. H. Quarg

Letter 37

PLANT RUBBER & ASBESTOS WORKS

March 29, 1944
San Francisco

Mr. L. T. McCarthy
U.S. Maritime Commission
Regional Office
Financial Center Bldg.
Oakland, California

Subject: Voluntary Refunds for Moore Dry Dock
Company

Dear Mac:

I am attaching hereto copy of a letter going forward to
the Moore Dry Dock Company today covering refunds in
the amount of \$25,270.59.

Very truly yours,

PLANT RUBBER & ASBESTOS WORKS

DISTRICT MANAGER

WEC:am

(Handwritten -- "This Refund is applicable to M. D. D.
Subcontract #36 and 37")

March 29, 1944
San Francisco

Moore Dry Dock Company
22nd & Adeline Street
San Francisco, California

Attention: Mr. A. L. Wille

Subject: Hull Nos. 250, 251, 252, 253, 254, 255
and 258

Gentlemen:

In accordance with our established policy as outlined in Mr. Chase's letter of December 27, 1943, we are herewith enclosing credit memorandums covering voluntary reduction on subject hulls in the amount of \$25,270.59.

May we take this opportunity to express our sincere appreciation for the cooperation and assistance extended to us by the members of your organization which has made this reduction possible.

Very truly yours,

PLANT RUBBER & ASBESTOS WORKS

District Manager

WEC:am

cc: Mr. Chase

Mr. L. T. McCarthy, U. S. Maritime Commission
Regional Office - Oakland

April 11, 1944

839 (PA)

Mr. V. J. Loughery
U.S.N.C. Material Controller
c/o Moore Dry Dock Company
2520 Amelia Street
Oakland 4, California

Subject: SUBCONTRACT NO. 36 AND ADDENDUM NO. 1
SUBCONTRACT NO. 37
Plant Rubber and Asbestos Works
Installation of Insulation for Ventilation Ducts
Contract Nos. NCC-7691 and NCC-7692

Reference: (a) Our letter of March 24, 1944, returning
copies of subject Subcontracts for
correction
(b) Our telephone conversation of April 5, 1944
(c) Your letter reinstating request for approval
dated April 5, 1944

Dear Mr. Loughery:

In accordance with Reference (b), we are hereby approving
Subcontract No. 36 and Addendum No. 1 thereto, and Subcontract No.
37, awarded to the Plant Rubber and Asbestos Works for the install-
ation of insulation for Ventilation Ducts at a price of \$1,975.00
per ship.

It is understood that upon completion of these contracts,
the Vendor will furnish a statement of his costs which should be
forwarded to this office in order to complete our files.

Very truly yours,

L. T. McCarthy, Chief,
Material Control Section

cc: WLR/KA
D. H. Flesher
W. H. Quarg (2)
Resident Auditor
Principal Inspectors
L. T. McCarthy
D. A. Newton
J. A. McKeown (encl.)
Hull Plan Approval (encl.)
Reading
General Files

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

(Handwritten -- "This Refund is applicable to M. D. D.
Subcontract #36 and 37")

March 29, 1944
San Francisco

Moore Dry Dock Company
22nd & Adeline Street
San Francisco, California

Attention: Mr. A. L. Wille

Subject: Hull Nos. 250, 251, 252, 253, 254, 255
and 258

Gentlemen:

In accordance with our established policy as outlined in Mr. Chase's letter of December 22, 1943, we are herewith enclosing credit memorandums covering voluntary reduction on subject hulls in the amount of \$25,270.59.

May we take this opportunity to express our sincere appreciation for the cooperation and assistance extended to us by the members of your organization which has made this reduction possible.

Very truly yours,

PLANT RUBBER & ASBESTOS WORKS

District Manager

WEC:am

cc: Mr. Chase

Mr. L. T. McCarthy, U. S. Maritime Commission
Regional Office - Oakland

April 11, 1944

221 (VA)

Mr. E. J. Loughery
U.S.N.C. Material Controller
c/o Moore Dry Dock Company
3200 Euclid Street
Oakland 4, California

Subject: SUBCONTRACT NO. 36 AND ADDENDUM NO. 1
SUBCONTRACT NO. 37
Plant Rubber and Asbestos Works
Installation of Insulation for Ventilation Ducts
Contract Nos. NCC-7591 and NCC-7692

Reference: (a) Our letter of March 24, 1944, returning
copies of subject Subcontracts for
correction
(b) Our telephone conversation of April 6, 1944
(c) Your letter reinstating request for approval
dated April 6, 1944

Dear Mr. Loughery:

In accordance with Reference (b), we are hereby approving
Subcontract No. 36 and Addendum No. 1 thereto, and Subcontract No.
37, awarded to the Plant Rubber and Asbestos Works for the install-
ation of insulation for Ventilation Ducts at a price of \$1,975.00
per ship.

It is understood that upon completion of these contracts,
the Vendor will furnish a statement of his costs which should be
forwarded to this office in order to complete our files.

Very truly yours,

L. T. McCarthy, Chief,
Material Control Section

MLK/KA
cc: D. E. Fleisher
W. H. Quarg (2)
Resident Auditor
Principal Inspectors
L. T. McCarthy
D. A. Newton
J. A. McKown (encl.)
Hull Plan Approval (encl.)
Pending
General Files

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

R. J. LOUGHERY — U.S.M.C.
RESIDENT MATERIAL CONTROLLER
Moore Dry Dock Company
2200 Adeline Street
Oakland 4, Calif

April 8, 1944.

L4-3

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

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

Subject: C2-S-B1 Cargo Vessels
MC Hull Nos. 1153 to 1156, Incl.
and 1159 to 1178, Incl.
Builder's Hulls Nos. 240 to 243 and
246 to 265, incl.
CONTRACTS NOS. MCc-7691 and 2
SUBCONTRACTS NOS. 36 AND ADDENDUM NO. 1
AND 37
PLANT RUBBER AND ASBESTOS COMPANY

Reference: (a) W.L. Kidneigh letter S39 (PA)
dated 3/24/44 to R.J. Loughery
(b) Phone conversation between
Mr. Loughery and Mr. Kidneigh
4/8/44

Enclosure: (A) Four (4) copies of Subcontract No. 36
and Addendum No. 1
(B) Four (4) copies of Subcontract No. 37

Dear Mr. Kidneigh:

Enclosures (A) and (B) are being resubmitted for approval
in accordance with reference (b).

Yours very truly,

R.J. Loughery
Res. Material Controller.

RJL.LD
cc: KHaller
CIWagar
ALWille Attn. D.S. Pagan
Reading

MOORE DRY DOCK COMPANY
Foot of Adeline Street
Oakland, California

April 7, 1944

Mr. R. J. Loughery
U.S. Maritime Commission
Resident Material Controller
Moore Dry Dock Company
Oakland, California

Subject: SUBCONTRACTS NOS. 36 and ADDENDUM NO. 1
and SUBCONTRACT NO. 37
PLANT RUBBER AND ASBESTOS WORKS

Reference: (a) Your letter, dated 3/30/44
(b) Letter, dated 3/24/44, from W. L. Kidneigh
to R. J. Loughery

Enclosure: (a) Seven (7) copies each of Subcontracts No.
36 and Addendum No. 1 and Subcontract No.
37 with supporting papers attached.

Dear Mr. Loughery:

In connection with the above subject, we are
returning herewith the subject contracts for your approval.

These contracts were placed in accordance with
Plant Rubber and Asbestos Work's bid of November 24, 1943,
and we believe they are in order.

Very truly yours,

MOORE DRY DOCK COMPANY
A. L. Wille, Purchasing Agent

By _____
D. S. Fagan
Purchasing Department

DSF:Msb
Encl.

cc: WLKidneigh
CIWagar
ALWille
Ehaller
General File--E.Yd.