



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. , Plant Rubber & Asbestos Pipe Covering, 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

Washington, D.C. \_\_\_\_\_ 4/14 \_\_\_\_\_, 19 87

178-52-1032  
55650

MOORE D. D. CO.

Plant Rubber & Radon  
Pipe Covering

APPROVED

addendum no 1 ✓  
addendum no 2 ✓  
addendum no 3 ✓

(4)

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

July 19, 1944

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

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

Subject: ADDENDUM NO. 3 TO SUBCONTRACT NO. 2  
PLANT RUBBER ASBESTOS WORKS  
MC HULL NOS. 1166 to 1178, Incl.  
BUILDER'S HULL NOS. 255 to 265, Incl.  
CONTRACT NO. MCo-7692

Reference: (a) Form 27-a No. M-36, dated 7/19/44  
(b) Addendum No. 3 to Subcontract No. 2  
(c) Plant Rubber Asbestos Wks. Invoices  
Nos. 1706, 3391, 3111, 2654, 3310,  
3661, 4168, 4187.

Enclosure: (A) One copy reference (a)

Dear Mr. Wille:

Reference (b) is being distributed without further action by this office. It is understood that Article 32 of the subcontract covers the overtime involved and any subsequent action we believe should be assumed by the Auditor's Office based on respective payrolls submitted to that office. Authorization covering overtime has been approved by the Principal Machinery Inspector in accordance with Material Control Letter No. 23, Series of 1944.

Yours very truly,  
R. J. Loughery  
Material Controller

EHPigeon:msa  
cc: DSFagan  
KHaller

WLKidneigh w/c Ref (a) ✓  
w/3 Ref (b) & (c)  
GWPhilpott w/c Ref (a)  
w/3 Ref (b) & (c)  
Reading

By *E. H. Pigeon*  
Acting Price Assistant

ADDENDUM NO. 3

This agreement, made and entered into this 14th day of June, 1944.

WHEREAS, it was necessary to perform work on an overtime basis on the hulls listed below, it is mutually agreed by and between the parties to Contract No. 2 and Purchase Order No. 407497, that the following shall be added to Section 19:

- HULL 255  
Overtime worked on Hull 255, USMC Hull 1168, Contract No. MCc-7692, as ordered by Mr. Wm. Gee, and in accordance with Invoice No. 1706. \$2,539.13
- HULL 256  
Overtime worked on Hull 256, USMC Hull 1169, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 3391. 736.12
- HULL 260  
Overtime worked on Hull 260, USMC Hull 1173, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 3111. 258.38
- HULL 261  
Overtime worked on Hull 261, USMC Hull 1174, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 2654. 63.75
- HULL 262  
Overtime worked on Hull 262, USMC Hull 1175, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 3310. 24.00
- HULL 263  
Overtime worked on Hull 263, USMC Hull 1176, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 3661. 871.50
- HULL 264  
Overtime worked on Hull 264, USMC Hull 1177, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 4188. 864.37
- HULL 265  
Overtime worked on Hull 265, USMC Hull 1178, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 4187. 1,019.62

In the event of any conflict between the terms of Purchase Order No. 407497 issued to Plant Rubber and Asbestos Works and Change Orders Nos. 1 to 4, inclusive, thereto, on the one hand, and Subcontract No. 2 and Addenda Nos. 1 to 3, inclusive, thereto, on the other hand, the provisions of the subcontract 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 mentioned.

Witness  
Arthur L. Nield

APPROVED BY  
Arthur L. Nield  
Arthur L. Nield  
USMC Prin. Mach. Inspector

Witness  
R. S. Bond

Witness  
Hortense Gusiak

MOORE DRY DOCK COMPANY  
By A. L. Wille  
A. L. Wille  
TITLE Purchasing Agent

APPROVED:  
By W. Levy  
W. Levy  
TITLE Vice-President

SUBCONTRACTOR  
PLANT RUBBER & ASBESTOS WORKS  
By W. E. Curbert  
TITLE DISTRICT MANAGER

By A. J. Stream  
TITLE ASSISTANT GENERAL MANAGER

RM

PURCHASE ORDER CHANGE  
FROM

MOORE DRY DOCK COMPANY

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

PURCHASE ORDER NO. 407497

CHANGE NO. 4

DATE June 14, 1944

FRANCISCO OFFICE  
44 BALFOUR BUILDING

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

HULLS 253-265  
Job No. 2532510  
Requisition No. 39021-1 &  
39022-1

Page 1 of 1  
Set of 1

DESCRIPTION OF CHANGE

COVERINGS: PIPE

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

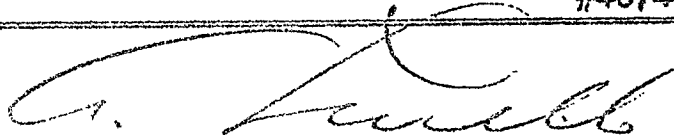
Addition to Purchase Order (Increase in Total Price)

<u>HULL 255</u> Overtime worked on Hull 255 as ordered by Mr. Wm. Gee, and in accordance with Invoice No. 1706.	\$2,539.13
<u>HULL 256</u> Overtime worked on Hull 256 as ordered by Mr. S. Knapp, and in accordance with Invoice No. 3391.	736.12
<u>HULL 260</u> Overtime worked on Hull 260 as ordered by Mr. S. Knapp, and in accordance with Invoice No. 3111.	258.38
<u>HULL 261</u> Overtime worked on Hull 261 as ordered by Mr. S. Knapp, and in accordance with Invoice No. 2654.	63.75
<u>HULL 262</u> Overtime worked on Hull 262 as ordered by Mr. S. Knapp, and in accordance with Invoice No. 3310.	24.00
<u>HULL 263</u> Overtime worked on Hull 263 as ordered by Mr. Knapp, and in accordance with Invoice No. 3661.	871.50
<u>HULL 264</u> Overtime worked on Hull 264 as ordered by Mr. Knapp, and in accordance with Invoice No. 4188.	864.37
<u>HULL 265</u> Overtime worked on Hull 265 as ordered by Mr. Knapp, and in accordance with Invoice No. 4187.	1,019.62

REASON FOR CHANGE:  
Overtime necessary to make  
delivery on schedule.

APPROVED  
R.J. Loughery, USMC Material Controller  
6/14/44

By  
E.H. Pigeon, USMC Acting Price Ass't. #407497



# PLANT RUBBER & ASBESTOS WORKS

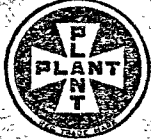
INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO

TELEPHONE SUTTER 2100

CABLE ADDRESS PRAWO

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

MOORE DRY DOCK COMPANY  
FOOT ADELIN ST.  
TO OAKLAND, 4, CALIF.

REG. NO. 7150	DATE 2/28/44	INVOICE NO. 1706
------------------	-----------------	---------------------

TERMS:  
APPLIED CONTRACT JOBS AND/OR LABOR, NET CASH UPON  
COMPLETION OF OUR WORK. NO CASH DISCOUNT. ROUTE  
MDSE.: 2% 10TH PROX. OR NET 30TH PROX.  
ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

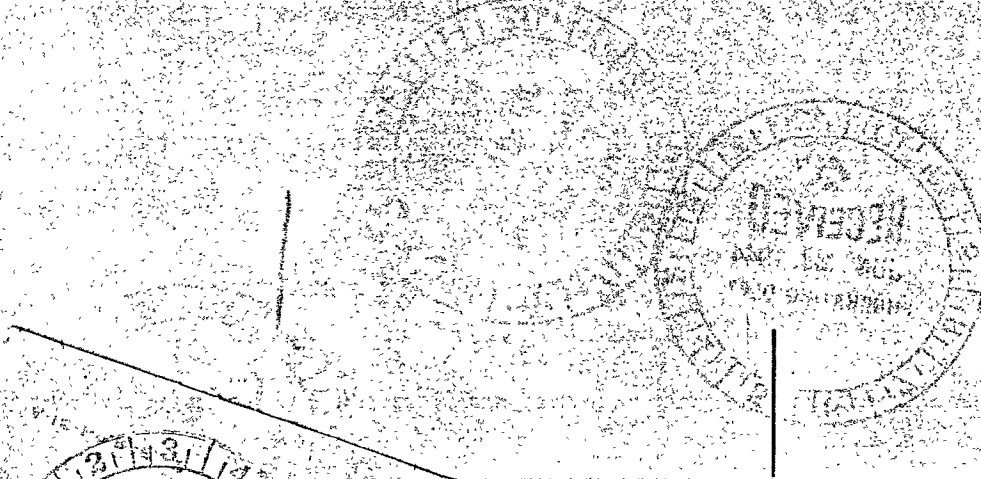
SPECIAL TERMS NET	F. O. B. SAN FRANCISCO	CUSTOMER ORDER NO. <del>413322</del> 407497	SALESMAN 1
----------------------	---------------------------	--	---------------

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

OVERTIME WORKED ON HULL 255 ORDERED BY MR. WM GEE AS PER LIST OF NAMES AND HOURS  
3385 1/2 HOURS LABOR MECHANCC 3385 1/2 HR .75 PER HR 2539.13

I HEREBY CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST; THAT PAYMENT THEREFOR HAS NOT BEEN RECEIVED; THAT ALL STATUTORY REQUIREMENTS AS TO AMERICAN PRODUCTION AND LABOR STANDARDS, AND ALL CONDITIONS OF PURCHASE APPLICABLE TO THE TRANSACTIONS HAVE BEEN COMPLIED WITH; AND THAT STATE OR LOCAL SALES TAXES ARE NOT INCLUDED IN THE AMOUNTS BILLED.

*[Signature]*  
\_\_\_\_\_  
CHIEF CLERK



INVOICE

# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO, 7

TELEPHONE SU TTER 2100

CABLE ADDRESS PRAWO

FACTORIES

SAN FRANCISCO



LOS ANGELES

REDWOOD CITY

TO

MOORE DRYDOCK CO  
FT OF ADELINE ST  
OAKLAND CALIF

REG. NO.

8818

DATE

4 20 44

INVOICE NO.

3391

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR. NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT. MDSE.: 2% 10TH PROX. OR NET 30TH PROX.

ROUTE

JOB 253-2652510

ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

SPECIAL TERMS

F. O. B.

CUSTOMER ORDER NO.

407497

SALESMAN

1

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

OVERTIME WORKED ON HULL #256 ORDERED BY MR. S. KNAPP AS PER LIST OF NAMES AND HOURS

981-1/2 HRS LABOR MECHANIC

981-1/2 HR .75

736.12

I certify that the above bill is correct and just; that payment therefore has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local taxes are not included in the amounts billed.

PLANT RUBBER & ASBESTOS WORKS

By

*N. Rogers*

Chief Clerk

INVOICE

# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO, 7

TELEPHONE SU TTER 2100

CABLE ADDRESS PRAWO

REG. NO. 8518	DATE 4 10 44	INVOICE NO. 3111
------------------	-----------------	---------------------

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

TO

MOORE D D CO  
FOOT OF ADELINE ST  
OAKLAND CALIF

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR, NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT. MDSE.; 2% 10TH PROX. OR NET 30TH PROX. ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

R-240/292-39021-1-39022-1  
ROUTE JOB 253-2652510

SPECIAL TERMS

F. O. B.

CUSTOMER ORDER NO.

SALESMAN

407497

1

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

OVERTIME WORKED ON HULL #260 AS PER LIST OF NAMES AND HOURS ORDERED BY MR KNAPP

344-1/2 HRS LABOR MECHANIC

344-1/2 HR .75

258.38

1-80 3-20 3 2

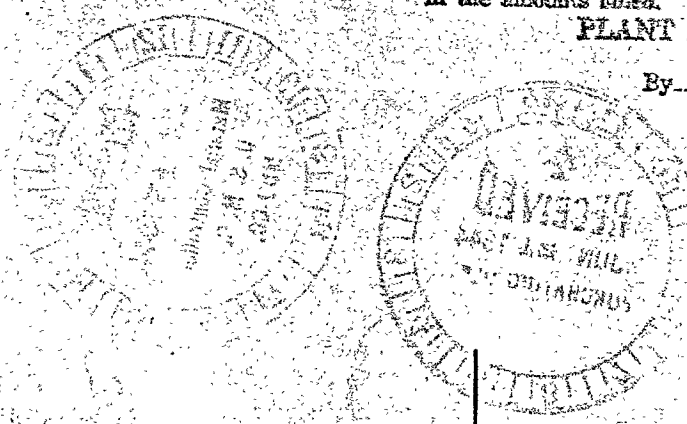
I certify that the above bill is correct and just; that payment therefore has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local taxes are not included in the amounts billed.

PLANT RUBBER & ASBESTOS WORKS

By

*H. Rogers*

Chief Clerk





# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO, 7

TELEPHONE SU TTER 2100

CABLE ADDRESS PRAWO

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

TO

MOORE DRYDOCK CO  
FT OF ADELIN ST  
OAKLAND CALIF

INVOICE

REG. NO. 8097	DATE 3 28 44	INVOICE NO. 2654
------------------	-----------------	---------------------

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR, NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT. MDSE.: 2% 10TH PROX. OR NET 30TH PROX. ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

ROUTE R-240/292-39021-1-39022-1

SPECIAL TERMS

F. O. B.

CUSTOMER ORDER NO.

SALESMAN

407497

1

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

OVERTIME WORKED ON HULL #261 AT MOORE WEST YARD AS PER LIST OF NAMES AND HOURS

85

HOURS LABOR MECHANIC

85

HR

.75

63.75

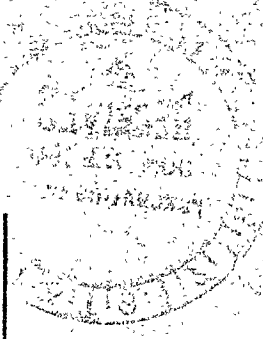
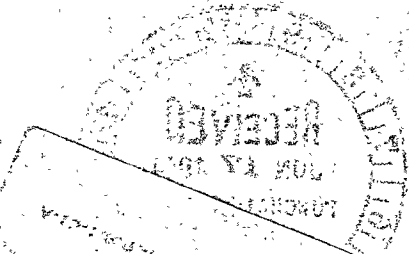
I certify that the above bill is correct and just; that payment therefore has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local taxes are not included in the amount billed.

PLANT RUBBER & ASBESTOS WORKS

By

*H. Rogers*

Chief Clerk



# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO, 7

TELEPHONE SU TTER 2100

CABLE ADDRESS PRAWO

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

REG. NO. 8673	DATE 4 18 44	INVOICE NO. 3310
------------------	-----------------	---------------------

MOORE DRYDOCK CO  
FT OF ADELINE ST  
OAKLAND CALIF

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR. NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT. MDSE.: 2% 10TH PROX. OR NET 30TH PROX.

ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

TO  
ROUTE

JOB 253-26510

SPECIAL TERMS <b>NET</b>	F. O. B. <b>SF</b>	CUSTOMER ORDER NO. <b>407497</b>	SALESMAN <b>1</b>
-----------------------------	-----------------------	-------------------------------------	----------------------

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

32 1 3 2	OVERTIME WORKED ON HULL #262 ORDERED BY MR KNAPP AS PER LIST OF NAMES AND HOURS	32	HR	.75			24.00
-------------	---	----	----	-----	--	--	-------

I certify that the above bill is correct and just; that payment therefore has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local taxes are not included in the amounts billed.

PLANT RUBBER & ASBESTOS WORKS

By *H. Rodgers*  
Chief Clerk



# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO, 7

TELEPHONE SUTTER 2100

CABLE ADDRESS FRAWO

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

MOORE DRYDOCK CO  
FT OF ADELINE ST  
OAKLAND CALIF

REG. NO. 9057	DATE 4 26 44	INVOICE NO. 3661
------------------	-----------------	---------------------

**TERMS:**  
 APPLIED CONTRACT JOBS AND/OR LABOR. NET CASH UPON  
 COMPLETION OF OUR WORK. NO CASH DISCOUNT.  
 MDSE.: 2% 10TH PROX. OR NET 30TH PROX.  
 ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

ROUTE JOB 253-2652510

SPECIAL TERMS <b>NET</b>	F. O. B. <b>SF</b>	CUSTOMER ORDER NO. <b>407497</b>	SALESMAN <b>I</b>				
QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL

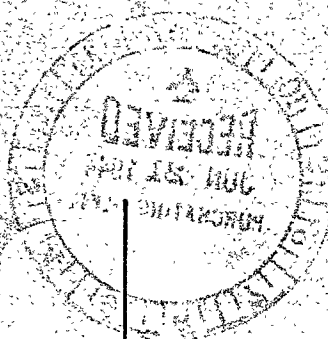
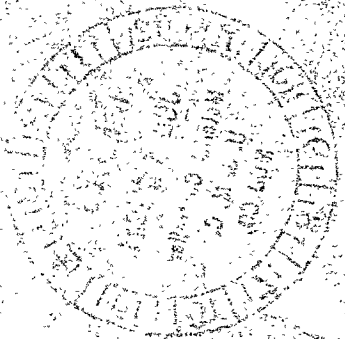
OVERTIME WORKED ON HULL 263 ORDERED BY MR KNAPP AS PER LIST OF NAMES AND HOURS

1162	HRS LABOR MECHANIC	1162 HR	.75	871.50
132				

I certify that the above bill is correct and just; that payment therefore has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local taxes are not included in the amount billed.

PLANT RUBBER & ASBESTOS WORKS

By *M. Rogers*  
Chief Clerk



INVOICE

# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO, 7

TELEPHONE SUTTER 2100

CABLE ADDRESS PRAWO

REG. NO. 9593	DATE 5 12 44	INVOICE NO. 4188
------------------	-----------------	---------------------

FACTORIES

SAN FRANCISCO

LOS ANGELES



REDWOOD CITY

TO MOORE DRYDOCK COMPANY  
FT OF ADELINE ST.  
OAKLAND, CALIF.

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR. NET CASH UPON  
COMPLETION OF OUR WORK. NO CASH DISCOUNT.

MDSE.: 2% 10TH PROX. OR NET 30TH PROX.

ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

ROUTE JOB 266-2782510

SPECIAL TERMS

NET

F. O. B.

SF

CUSTOMER ORDER NO.

407498

SALESMAN

1

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

OVERTIME WORKED ON HULL #264 ORDERED BY MR. KNAPP AS PER  
LIST OF NAMES & HOURS

1152 1/2 HRS. LABOR MECHANIC  
1-80 3-20 3 2

1152 1/2 HR. .75

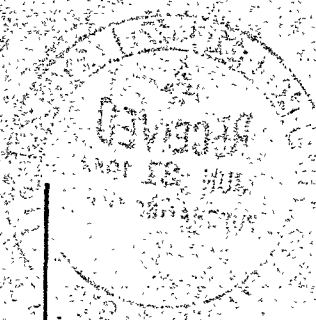
864.37

I certify that the above bill is correct and just; that payment  
therefore has not been received; that all statutory requirements  
as to American production and labor standards, and all con-  
ditions of purchase applicable to the transactions have been  
complied with; and that State or local taxes are not included in  
the amounts billed.

PLANT RUBBER & ASBESTOS WORKS

By *H. Rogers*

Chief Clerk



# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO, 7

TELEPHONE SUTTER 2100

CABLE ADDRESS PRAWO

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

TO

MOORE DRYDOCK CO  
FT OF ADELINE ST  
OAKLAND CALIF

ROUTE

JOB 253-26525 10

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR, NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT.

MDSE.: 2% 10TH PROX. OR NET 30TH PROX.

ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

SPECIAL TERMS	F. O. B.	CUSTOMER ORDER NO.	SALESMAN
NET	SF	407497	I

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

OVERTIME WORKED ON HULL #265 ORDERED BY MR KNAPP AS PER LIST OF NAMES AND HOURS

1359-1/2 HRS LABOR MECHANIC  
1-80 3-20 3 2

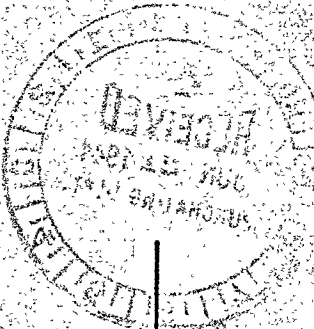
1359-1/2 HR .75

1019.62

I certify that the above bill is correct and just; that payment therefore has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local taxes are not included in the amounts billed.

PLANT RUBBER & ASBESTOS WORKS

By H. Rodgers  
Chief Clerk



RESIDENT MATERIAL CONTROLLER  
Moore Dry Dock Company  
2200 Adeline Street  
Oakland, Calif.

(4)

May 23, 1944.

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

Attention: Mr. C. Haller, Purchasing Department

Subject: ADDENDUM No. 2 to SUBCONTRACT NO. 2  
PLANT RUBBER & ASBESTOS COMPANY  
USMC Hulls Nos. 1166-1178  
Builder's Hulls Nos. 253-265  
USMC Contract No. MOC-7692

References: (a) 27-a form No. M-29 dated 5/16/44  
(b) Addendum No. 2 to Subcontract No. 2  
(c) G.L. Kidneigh ltr. S-39(PA) dated  
5/20/44 to R.J. Loughery

Dear Mr. Wille:

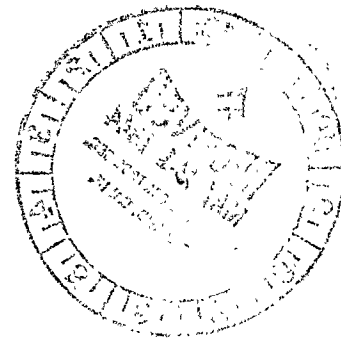
This office hereby approves Addendum No. 2 to subcontract  
No. 2 in the amount of \$ 9,660.47 total reduction.

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

BHPigeon.lid

cc: DFPagan ✓  
VLKidneigh w/3 ref (b)  
CIFagar w/3 ref (b)  
Reading

Actg. Price As istant.



ADDENDUM NO. 2

This agreement, made and entered into this 19th day of April, 1944.

WHEREAS, the actual cost of the total work performed on each of the hulls listed below was less than the original estimate of Plant Rubber and Asbestos Works, and

WHEREAS, Plant Rubber and Asbestos Works has issued credits to Moore Dry Dock Company in the amounts set out below,

THEREFORE, the contract price in Section No. 19 of Contract No. 2 for the following designated hulls shall be reduced the following amounts:

- HSMC Hull 1166, Contract No. MCc-7692, Moore Hull 253.....\$3,351.41 ✓
- USMC Hull 1167, Contract No. MCc-7692, Moore Hull 254.....\$4,201.57 ✓
- USMC Hull 1168, Contract No. MCc-7692, Moore Hull 255.....\$1,380.27 ✓
- USMC Hull 1171, Contract No. MCc-7692, Moore Hull 258.....\$ 727.22 ✓

In the event of any conflict between the terms of Purchase Order No. 407497 issued to Plant Rubber and Asbestos Works and Change Orders Nos. 1, 2 and 3, thereto, on the one hand, and Subcontract No. 2 and Addenda Nos. 1 and 2, thereto, on the other hand, the provisions of the subcontract 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 mentioned.

Witness

*R. Fagan*

MOORE DRY DOCK COMPANY

By *A. L. Wille*  
TITLE Purchasing Agent

APPROVED *N. Levy*  
By *N. Levy*  
TITLE Vice-President

Witness

*G. Miller*

SUBCONTRACTOR

PLANT RUBBER & ASBESTOS WORKS

By *W. E. Cuthbert*  
TITLE Dist. Mgr.

Witness

*G. Miller*

By *A. J. Stream*  
TITLE Asst. Gen. Mgr.

LD

*McK...*

470

PURCHASE ORDER CHANGE  
FROM

**MOORE DRY DOCK COMPANY**

PURCHASE ORDER NO. 4 0 7 4 9 7

CHANGE NO. 3

DATE April 19, 1944

SAN FRANCISCO OFFICE  
204 BALFOUR BUILDING

MAIN OFFICE—SHOPS—DRY DOCKS  
OAKLAND, 4, CALIFORNIA

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

HULLS 253-265  
Job No. 253-2652510  
Requisition No. 39021-1 &  
39022-1

Page 1 of 1  
Set of 1

DESCRIPTION OF CHANGE

COVERINGS:PIPE

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

PRICE DECREASE

Refund on Hull 253 . . . . .	\$3,351.41 ✓
Refund on Hull 254 . . . . .	\$4,201.57 ✓
Refund on Hull 255 . . . . .	\$1,380.27 ✓
Refund on Hull 258 . . . . .	\$ 727.22 ✓

REASON FOR CHANGE: Above price reductions made at the request of the vendor. Due to economies effected they were able to offer this reduction from their original estimate.

LD



UNITED STATES MARITIME COMMISSION

WEST COAST REGIONAL CONSTRUCTION OFFICE

May 20, 1944

S-39(PA)

Mr. H. J. Loughery  
U.S.M.C. Material Controller  
Moore Dry Dock Company  
2200 Adeline Street  
Oakland, California

*See Sub. # 1 for complete file*

Subject: VOLUNTARY CREDITS BY  
PLANT RUBBER & ASBESTOS WORKS.

Reference: (a) Letter H. J. Loughery to C. W. Fleisher,  
May 18, 1944, with attachments.

Dear Mr. Loughery:

Attached to reference (a) we find a credit memorandum in favor of Moore Dry Dock Company showing the following credits:

A-418 - Subcontract No. 31	6,553.28
A-4976 - Subcontract No. 29	10,182.79
195623 - Subcontract No. 26	19,223.27
195625 - Subcontract No. 26	33,449.56
407496 - Subcontract No. 1	49,752.54
407497 - Subcontract No. 2	9,660.47
TOTAL	<u>\$128,821.91</u>

It is our understanding from a letter addressed to you under date of May 16, from Mr. Wille of the Moore Dry Dock Company, that addendums are going to be issued by the contractor on each of the above subcontracts showing the credits granted by Plant Rubber & Asbestos. If this is done, we will not require a statement of costs on these particular subcontracts. However, my letter of April 11, 1944, which is referred to in Mr. Wille's letter of May 16, I believe refers to subcontracts 36 and 37, and I do not see any credits listed for these two subcontracts.

If there are any particular subcontracts with this vendor which do not show a voluntary credit, it may be necessary for us to request a statement of costs. This would be particularly true of subcontracts of this type which contain an Excess Profits Clause. I do not believe you have had any subcontracts with this Excess Profits Clause, but I merely referred to it for the reason that there is a possibility that we may require such a clause in future lagging and insulation subcontracts.

WLK/mrh  
cc CWFleisher  
LIMcCarthy  
DANewton  
EAnderson Rm 205 (3)  
Files

Yours very truly,

L. T. McCarthy, Chief,  
Material Control Section.

*[Signature]*  
by direction, W. L. Kildough, Head,  
Price Approval Branch.

ADDENDUM NO. 1

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

WHEREAS, it was necessary to perform work on an overtime basis on the hulls listed below, it is mutually agreed by and between the parties to Contract No. 2 and Purchase Order No. 407497, that the following shall be added to Section 19:

- HULL 253  
Overtime worked on Hull 253, USMC Hull 1166, Contract No. MCc-7692, as ordered by Mr. Wm. Gee, and in accordance with Invoice No. 1682. \$2,154.75
- HULL 254  
Overtime worked on Hull 254, USMC Hull 1167, Contract No. MCc-7692, as ordered by Mr. Wm. Gee, and in accordance with Invoice No. 1668. \$2,154.38
- HULL 257  
Overtime worked on Hull 257, USMC Hull 1170, Contract No. MCc-7692, as ordered by Mr. Knapp, and in accordance with Invoice No. 2625. \$ 567.75
- HULL 258  
Overtime worked on Hull 258, USMC Hull 1171, Contract No. MCc-7692, as ordered by Mr. Wm. Gee, and in accordance with Invoice No. 1836. \$1,990.69

In the event of any conflict between the terms of Purchase Order No. 407497 issued to Plant Rubber and Asbestos Works and Change Orders Nos. 1 and 2, inclusive, thereto, on the one hand, and Subcontract No. 2 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

*A. Thagan*

MOORE DRY DOCK COMPANY

By *A. L. Wille*  
A. L. Wille  
TITLE Purchasing Agent

APPROVED: *N. Levy*  
By *N. Levy*  
N. Levy  
TITLE Vice-President

Witness

*Ed Miller*

SUBCONTRACTOR  
PLANT RUBBER & ASBESTOS WORKS

By *N. E. Cuthbert*  
TITLE *Asst. Mgr.*

Witness

*Ed Miller*

By *A. J. Stream*  
TITLE *Asst. Gen. Mgr.*

APPROVED BY

*Arthur L. Nield*  
Arthur L. Nield  
Prin. Mach. Inspector

420

PURCHASE ORDER CHANGE  
FROM

MOORE DRY DOCK COMPANY

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

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

PURCHASE ORDER NO. 407497  
CHANGE NO. 2  
DATE April 17, 1944

HULLS 253-265  
Job No. 253-2652510  
Req. No. 39022-1 & 39022-

FRANCISCO OFFICE  
44 CALIFOUR BUILDING

Page 1 of 1  
Set of 1

DESCRIPTION OF CHANGE

COVERINGS: PIPE

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

Addition to Purchase Order (Increase in Total Price)

HULL 253

Overtime worked on Hull 253 as ordered by Mr. Wm. Gee,  
and in accordance with Invoice No. 1682. \$2,154.75

HULL 254

Overtime worked on Hull 254 as ordered by Mr. Wm. Gee,  
and in accordance with Invoice No. 1668. \$2,154.38

HULL 257

Overtime worked on Hull 257 as ordered by Mr. Knapp,  
and in accordance with Invoice No. 2625. \$ 567.75

HULL 258

Overtime worked on Hull 258 as ordered by Mr. Wm. Gee,  
and in accordance with Invoice No. 1836. \$1,990.69

REASON FOR CHANGE: Additional work necessary due to breakage  
and changes.

APPROVED AS TO COST ONLY  
4/17/44



USMC RESIDENT MATERIAL CONTROLLER

DSF:39

407497

# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO

TELEPHONE SUTTER 2100

CABLE ADDRESS PRAWO

FACTORIES

SAN FRANCISCO

LOS ANGELES



REDWOOD CITY

TO MOORE DRY DOCK COMPANY  
FOOT ADELINE ST.  
OAKLAND, 4, CALIF.

REG. NO.	DATE	INVOICE NO.
7139	2/22/44	1682

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR. NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT. MDSE.: 2% 10TH PROX. OR NET 30TH PROX.

ROUTE

ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

SPECIAL TERMS		F. O. B.		CUSTOMER ORDER NO.		SALESMAN		
QUANTITY ORDERED	NET	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL

OVERTIME WORKED ON HULL 253 ORDERED BY MR. WM. GEE AS PER LIST OF NAMES AND HOURS

2873 HOURS LABOR MECHANIC 2873 HRS @ \$7.5 PER HR

2154.75

I HEREBY CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST; THAT PAYMENT THEREFOR HAS NOT BEEN RECEIVED; THAT ALL STATUTORY REQUIREMENTS AS TO AMERICAN PRODUCTION AND LABOR STANDARDS, AND ALL CONDITIONS OF PURCHASE APPLICABLE TO THE TRANSACTIONS HAVE BEEN COMPLIED WITH; AND THAT STATE OR LOCAL SALES TAXES ARE NOT INCLUDED IN THE AMOUNTS BILLED.

*[Signature]*  
CHIEF CLERK

FOR CONDITIONS MATURING ACCOUNT EARLIER SEE REVERSE SIDE

# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

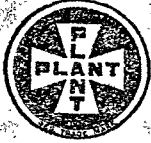
537 BRANNAN STREET, SAN FRANCISCO

TELEPHONE SUTTER 2100

CABLE ADDRESS PRAWO

REG. NO.	DATE	INVOICE NO.
7109	7/26/44	1668

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

TO

MOORE DRY DOCK COMPANY  
FOOT ADELINE ST.  
OAKLAND, 4, CALIF.

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR, NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT.

MDSE.: 2% 10TH PROX. OR NET 30TH PROX.

ROUTE

ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

SPECIAL TERMS

F. O. B.

CUSTOMER ORDER NO.

SALESMAN

NET

SAN FRANCISCO

407407

1

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL
------------------	-------------	------------------	------	-------	-----------	----------	-------

OVERTIME WORKED ON HULL 254 ORDERED BY MR. WM. GEE AS PER LIST OF NAMES AND HOURS ATTACHED

2872 1/2 HOURS LABOR MECHANICS 2872 HRS .75 PER HR 2154.38

I HEREBY CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST; THAT PAYMENT THEREFOR HAS NOT BEEN RECEIVED; THAT ALL STATUTORY REQUIREMENTS AS TO AMERICAN PRODUCTION AND LABOR STANDARDS, AND ALL CONDITIONS OF PURCHASE APPLICABLE TO THE TRANSACTIONS HAVE BEEN COMPLIED WITH; AND THAT STATE OR LOCAL SALES TAXES ARE NOT INCLUDED IN THE AMOUNTS BILLED.

*[Signature]*  
CHIEF CLERK

FOR CONDITIONS MATURING ACCOUNT EARLIER SEE REVERSE SIDE

# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO

TELEPHONE SUTTER 2100

CABLE ADDRESS PRAWO

REG. NO. 7834	DATE 3/27/44	INVOICE NO. 2625
------------------	-----------------	---------------------

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

MOORE DRY DOCK COMPANY  
FOOT ADELINE ST.  
TO OAKLAND, 4, CALIF

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR, NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT. MDSE.: 2% 10TH PROX. OR NET 30TH PROX. ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

JOB 253-2652510

SPECIAL TERMS

F. O. B.

CUSTOMER ORDER NO.

SALESMAN

NET

SAN FRANCISCO

407497

1

QUANTITY ORDERED

DESCRIPTION

QUANTITY SHIPPED

UNIT

PRICE

EXTENSION

DISCOUNT

TOTAL

OVERTIME WORKED ON HULL 257 ORDERED BY MR. KNAPP

757 HOURS LABOR MECHANICS 757 HRS .75 PER HR 567.75

I HEREBY CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST; THAT PAYMENT THEREFOR HAS NOT BEEN RECEIVED; THAT ALL STATUTORY REQUIREMENTS AS TO AMERICAN PRODUCTION AND LABOR STANDARDS, AND ALL CONDITIONS OF PURCHASE APPLICABLE TO THE TRANSACTIONS HAVE BEEN COMPLIED WITH; AND THAT STATE OR LOCAL SALES TAXES ARE NOT INCLUDED IN THE AMOUNTS BILLED.

*Grants*  
CHIEF CLERK

FOR CONDITIONS MATURING ACCOUNT EARLIER SEE REVERSE SIDE

# PLANT RUBBER & ASBESTOS WORKS

INCORPORATED

537 BRANNAN STREET, SAN FRANCISCO

TELEPHONE SUTTER 2100

CABLE ADDRESS PRAWO

FACTORIES



SAN FRANCISCO

LOS ANGELES

REDWOOD CITY

MOORE DRY DOCK COMPANY  
TO FOOT ADELINE ST.  
OAKLAND, 4, CALIF.

REG. NO.	DATE	INVOICE NO.
7216	3/29/44	1336

**TERMS:**

APPLIED CONTRACT JOBS AND/OR LABOR, NET CASH UPON COMPLETION OF OUR WORK. NO CASH DISCOUNT. ROUTE MDSE.: 2% 10TH PROX. OR NET 30TH PROX. ABOVE TERMS APPLY UNLESS SPECIAL TERMS NOTED BELOW.

SPECIAL TERMS		F. O. B.		CUSTOMER ORDER NO.		SALESMAN	
NET		SAN FRANCISCO		407497		1	
QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	UNIT	PRICE	EXTENSION	DISCOUNT	TOTAL

OVERTIME WORKED ON HULL #258 ORDERED BY MR. WM GEE AS PER LIST OF NAMES AND HOURS

2654 1/4 HOURS LABOR MECHANIC	2654 1/4 HRS	.75 PER HR	1990.69
-------------------------------	--------------	------------	---------

I HEREBY CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST; THAT PAYMENT THEREFOR HAS NOT BEEN RECEIVED; THAT ALL STATUTORY REQUIREMENTS AS TO AMERICAN PRODUCTION AND LABOR STANDARDS, AND ALL CONDITIONS OF PURCHASE APPLICABLE TO THE TRANSACTIONS HAVE BEEN COMPLIED WITH; AND THAT STATE OR LOCAL SALES TAXES ARE NOT INCLUDED IN THE AMOUNTS BILLED.

*[Signature]*  
CHIEF CLERK

FOR CONDITIONS MATURING ACCOUNT EARLIER SEE REVERSE SIDE

COMMISSION  
OAKLAND REGIONAL CONSTRUCTION OFFICE

October 16, 1943

PA-1016-144

Mr. R. J. Loughery  
US.MC. Material Controller  
c/o Moore Dry Dock Company  
2200 Adeline Street  
Oakland, California

Subject: SUBCONTRACT NO. 2  
Plant Rubber & Asbestos Works  
Piping Insulation  
MC Hulls 1166-1178, Incl.  
Moore Hulls 253-265, Incl.  
Contract No. MCo-7692

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

Dear Mr. Loughery:

This office hereby approves Subcontract No. 2, awarded to the Plant Rubber & 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/EA/dk  
C. W. Flesher  
W. H. Quarg (2)  
Resident Auditor  
Principal Inspectors  
J. A. McKeown (encl.)  
Engineering Plan Approval  
Reading  
General Files



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

October 12, 1943

L4-3

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

*Subcontract #2*

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) 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.

RECEIVED  
REGIONAL OFFICE  
U.S. MARITIME COMMISSION

Yours very truly,

RJL:Ld  
CC: Reading

MA 11 100 230  
R.J. Loughery  
Purchase Controller.

RECEIVED

SAN FRANCISCO OFFICE  
904 BALFOUR BUILDING

PURCHASE ORDER  
FROM

**MOORE DRY DOCK COMPANY**

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

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

PUT THESE NUMBERS ON ALL INVOICES

PURCHASE NUMBER	REQUISITION NUMBER
NO. 4 0 7 4 9 7	R-240/292- 39021-1 39022-1
HULLS 253-265	253-2652510

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

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

*Subcontract #2*

NOTE: ALL MATERIAL PURCHASED FOR RESALE UNLESS OTHERWISE NOTED.

ITEM NO.	M. D. D. CO. STOCK NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
				COVERLINGS: 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 E2-1992, Sheets 1 to 9, inclusive, and 2149-39000-1, Sheets 1 to 4, inclusive.		24,750.00 Per Ship 321,750.00
				<b>SPECIFICATION:</b> 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.		
				<b>NOTE:</b> Quantities shown are for thirteen (13) vessels. Above material required for USEC Hulls 1166 to 1178, inclusive, Contract No. MCo-7692, our Hulls 253 to 265, inclusive. This order or agreement is subject to the Provisions of Section 403 of the		
				PLEASE ACKNOWLEDGE THIS ORDER AND GIVE SHIPPING DATE.		#407497

Copies of written bids and tabulation of bids attached to Purchase Order #407496.

DSF:39

*[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. 407497	

SAN FRANCISCO OFFICE  
804 BALFOUR BUILDING

TO Plant Rubber & Asbestos Works

DATE May 20, 1943

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 BLIN 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 &amp; 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

#407497

**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 4 9 7	

SAN FRANCISCO OFFICE  
804 BALFOUR BUILDING

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><b>INSURANCE:</b> 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><b>TERMS OF PAYMENT:</b> Payment to be made upon the completion and acceptance of the work on each vessel.</p> <p><b>OVERTIME:</b> 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

#407497

*[Handwritten Signature]*



PURCHASE ORDER CHANGE  
FROM

**MOORE DRY DOCK COMPANY**

MAIN OFFICE-SHOPS-DRY DOCKS  
OAKLAND, CALIFORNIA

PURCHASE ORDER NO. 407497  
CHANGE NO. 1  
DATE May 20, 1943

Job No. 253-2652510  
Req. No. 240-292  
39021-1  
39022-1

SAN FRANCISCO OFFICE  
BALFOUR BUILDING

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

Set 2 of 5

DESCRIPTION OF CHANGE

Hulls 253-265

COVERING: 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.

CHANGES ORDER

*See 2773 M.*

ALW/45

*[Handwritten Signature]*

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  
(B) (j)  
Four copies reference (b)

*See Subcontract #1  
for bids*

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

-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,

R.J. Loughery  
Purchase Controller

RJL:ld  
CC: A.L. Wille  
K. Haller  
C.I. Wagar  
D.S. Fagan



C O N T R A C T N O . 2 .

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:

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 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 253-265, inclusive, as indicated on our purchase order 407497. 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. MCo-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.

cc: McKee  
Com.

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 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 Subcontractors 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 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 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 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

the 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

resentation 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:

*[Signature]*

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

Approved by:

*[Signature]*  
President

SUBCONTRACTOR

PLANT RUBBER & ASBESTOS WORKS

Witness:

C. J. Colman

By

Sam J. Gillis

TITLE Marine Superintendent

Witness:

M. E. Quirkert

By

R. H. Chase

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