

PERGAD-Bayonne, N.J.

PLAINTIFF'S
EXHIBIT
BEA-37

SPECIFICATIONS
FOR
ALTERATIONS
TO THE
TWO EXISTING AMMONIA ABSORBERS
OF THE
WHEELING STEEL CORPORATION
AT
EAST STEUBENVILLE, WEST VIRGINIA
PROJECT #1-5270 - PROPOSITION #2

OCTOBER 24, 1955

SPECIFICATION DISTRIBUTION		
NO.	NAME	DATE
1	OLH	10/25/55
2	FILE	10/27/55
3	HAC	10/28/55
4	REPLY	
5	Comments	10/24/55 6
6		10/25/55
7	J. Chambers	11/10/55 3
8		
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10		
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12		

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These specifications cover the alterations that are to be made to the two (2) existing ammonia absorbers and their auxiliary equipment at the East Steubenville Plant of the Wheeling Steel Corporation.

These specifications are the property of Koppers Company, Inc. and are delivered to Wheeling Steel Corporation for the purpose of advising in detail the work to be performed. They may not be duplicated in any way or made public without written permission from Koppers Company, Inc., and Koppers Company, Inc. reserves the right to demand their return at any time, such demand to be made in writing.

The term "Seller" as used herein refers to Koppers Company, Inc. and the term "Purchaser" refers to Wheeling Steel Corporation.

The alterations to the absorbers will consist essentially of replacing the lower sections of the classification bowls of the two (2) existing ammonia absorbers with larger diameter bowls. In addition to the above alterations, new circulating pumps, mother liquor heaters and circulating liquor spray nozzles will be provided. Necessary alterations will also be made to the existing foundations, equipment supports and connecting piping to permit the installation of the new equipment.

No changes to the existing equipment other than those noted above are contemplated.

These specifications are based on burning and welding at the construction site.



313 STRUCTURAL STEELWORK - Continued

Structural steel field joints will be made up with high tensile strength bolts in lieu of rivets. Such joints will conform to Specifications for Assembly of Structural Joints using High Tensile Bolts as endorsed and distributed by A.I.S.C. 1951 (or current).

314 PAINTING

Seller shall provide material and labor for one primer coat and one finish coat of paint on steel parts of the existing equipment which has been altered or temporarily moved. The primer coat will be zinc chromate and the finish coat will be black carbon. Surfaces to be painted will be wire-brushed. Stainless steel and insulated carbon steel pipe and equipment will not be painted.

Two coats of engine finish oil paint will be applied to the new pumps.

315 MOTORS AND STARTERS

Seller shall reuse the existing sulphate liquor circulating pump motors and starters which were installed on Seller's Contract #1850. New baseplates will be provided for the existing motors to accommodate the new circulating pumps.

316 PIPING

Seller shall furnish and install the piping specified in the preceding pages in accordance with Seller's standard specifications covering each class of service unless otherwise noted.

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317 INSULATION

Seller shall furnish and install insulation on piping and equipment requiring same in accordance with Seller's Standard Specifications D-2127 for Piping and D-2207 for Apparatus.

318 EXISTING EQUIPMENT

Seller assumes that all equipment specified for reuse, whether in place or relocated, is in proper operating condition for such reuse.

319 SAFETY GUARDS

Seller shall provide safety guards for the new equipment in accordance with Seller's standard practice, the Purchaser's rules and regulations, the laws of the State of West Virginia, and the ordinances of any municipality embracing the plant site.

320 DEMURRAGE

Seller shall be responsible only for demurrage charges resulting from his inability to unload cars within 48 hours after Purchaser has spotted the cars.

Seller shall not be responsible for demurrage charges resulting from any delay on the part of Purchaser prior to the spotting of cars or to removing of cars from spot.

321 TEMPORARY PIPING

Seller shall furnish and install all piping of a temporary nature pending completion of the permanent installation.

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KOPPERS COMPANY, INC.
Engineering and Construction Division

CONFIDENTIAL
AUTHORITY NO. 45
COPY NO. 4

J. S. Atwood
H. A. Denny
A. B. Fisher, Jr.
J. A. Hartzell
C. E. Lindberg
R. K. Matthews
E. Preston

F. W. Rys
O. R. Rice
H. A. Semler
M. F. Scherr
W. S. Scherffius
R. W. Vollmer
G. P. Wilson, Jr.

FROM: Administrative
DATE: September 2, 1958
FILE: New Contract 2115

SUBJECT: Wheeling Steel Corporation
Wheeling, West Virginia

No. 5 Blast Furnace Reline

Under date of August 28, 1958, we were authorized by the Wheeling Steel Corporation to proceed with the relining of No. 5 Blast Furnace at the Steubenville South Works, at Mingo Junction, Ohio.

It will be in order to proceed with this work in accordance with our proposal letter dated August 18, 1958.

Previous costs were charged to Projects No. P2-5640-4 and P2-5675-4. All future costs should be charged to Contract No. 2115.

This is a Freyn Department contract and all work should be completed by approximately December 20, 1958.

W. C. Rueschel

Vice President and General Manager
Engineering and Construction Division

cc:

F. C. Foy
G. M. Walker
Ralph Winslow
J. M. Veeder
E. B. Shuck
E. S. Ruffin

P. W. Bachman
J. F. Haley
P. D. Shollar
M. S. Griffith, Jr.
G. W. Naylor
Fred Denig

This is a Cost Plus contract; guaranteed maximum cost \$292,000.00; plus a Fixed Fee of \$91,100.00 for profit, overhead and certain non-reimbursable cost; additional work on Lump Sum Unit Price basis.

WHEELING STEEL CORPORATION
WHEELING, W. VA.
PURCHASE ORDER

DATE **A** **1ST 29, 1958**
 PLEASE SHOW
 ORDER NO. ON
 YOUR INVOICE **NO. 219589**
 AND ON EACH
 PK'G. SHIPPED
 REQUISITION No. **50009 8/26**
 CHARGE ACCOUNT **SEE BELOW**
 DEPARTMENT **ADEM/ENG.**

TO **KOPPERS CO.**
ENGINEERING & CONSTRUCTION DIV.
FREYN DEPT.
PITTSBURGH 19, PENNA.

2400
9-3-58

SHIPPING INSTRUCTIONS AS SHOWN IN LOWER LEFT HAND CORNER MUST BE FOLLOWED.

PLEASE SHIP THE FOLLOWING ARTICLES, AND SEND INVOICE IN DUPLICATE TOGETHER WITH BILLS OF LADING AT ONCE FOR EACH SHIPMENT DIRECT TO THE PURCHASING DEPARTMENT, WHEELING STEEL CORPORATION, WHEELING, W. VA. SEND NOTICE OF EACH SHIPMENT TO DESTINATION OF CONSIGNMENT, GIVING CAR NUMBER, CONTENTS AND ORDER NUMBER.

FOR FURNISHING ALL LABOR, TOOLS, EQUIPMENT, TEMPORARY PLATFORMS, FORMS, RIGGING, SCAFFOLDING, MISCELLANEOUS MATERIAL, EQUIPMENT AND SUPERVISION NECESSARY IN CONNECTION WITH PERFORMING THE WORK COVERED BY OUR SPECIFICATIONS TITLED "SPECIFICATIONS FOR THE TEAR-OUT AND RELINING OF #5 BLAST FURNACE", REVISED COPY DATED AUGUST 6, 1958.

FOR FURNISHING ALL LABOR, TOOLS, EQUIPMENT, RIGGING, SCAFFOLDING, MISCELLANEOUS MATERIAL, SHORING AND SUPERVISION NECESSARY IN CONNECTION WITH REMOVING EXISTING FURNACE IRON AND STEEL WORK, RAISING FURNACE STACK, MAKING NECESSARY ALTERATIONS FOR AND INSTALLING IRON AND STEEL WORK IN STRICT ACCORDANCE WITH OUR SPECIFICATIONS TITLED "SPECIFICATIONS FOR THE IRON AND STEELWORK ALTERATIONS FOR #5 BLAST FURNACE REBUILD", REVISED COPY DATED AUGUST 6, 1958.

PRICE: "COST PLUS" FIXED FEE OF \$91,100.00 WITH GUARANTEED MAXIMUM COST OF \$593,000 EXCLUSIVE OF FIXED FEE, F.O.B. OUR WORKS, MINGO JUNCTION, OHIO.

TERMS: NET CASH 20TH PROX. ON MONTHLY ESTIMATES BASED ON ACTUAL COST OF WORK PERFORMED PLUS 90% OF APPLICABLE PROPORTION OF FEES ON VALUE OF WORK PERFORMED; BALANCE OF FEE TO BE DUE 30 DAYS AFTER COMPLETION AND ACCEPTANCE OF WORK.

(SEE PAGE 2)

THIS ORDER SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO. SEND MONTHLY STATEMENT OF ACCOUNT TO AUDITOR, WHEELING, W. VA. WHEN PRICE IS DELIVERED OUR WORKS PREPAY TRANSPORTATION CHARGES. WHEN PRICE IS F. O. B. SHIPPING POINT, HAVE TRANSPORTATION CHARGES FOLLOW SHIPMENT. GJE/K
 BY ACCEPTING THE WITHIN ORDER, AND IN CONSIDERATION THEREOF, THE SELLER AGREES TO INDEMNIFY AND SAVE HARMLESS WHEELING STEEL CORPORATION, ITS SUCCESSORS AND ASSIGNS FROM ALL CLAIMS FOR PATENT INFRINGEMENT ARISING FROM THE PURCHASE, INSTALLATION AND USE OF THE MATERIAL ORDERED, AND FURTHER AGREES TO DEFEND ANY ACTION OR ACTIONS BROUGHT AGAINST WHEELING STEEL CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OR ON ACCOUNT OF ANY SUCH PATENT INFRINGEMENT. THE SELLER ASSUMES ALL THE CONDITIONS OF THIS ORDER BY ITS ACCEPTANCE.

SHIP TO: **WHEELING STEEL CORPORATION**
STEUBENVILLE WORKS
SOUTH DIV.
MINGO JUNCTION, OHIO

DIRECTOR OF PURCHASES
 MARK ALL CORRESPONDENCE
 FOR
PURCHASING AGENT

WHEELING STEEL CORPORATION
WHEELING, W. VA.
PURCHASE ORDER

DATE A JST 29, 1958
PLEASE SHOW
ORDER NO. ON
YOUR INVOICE NO. 219589
AND ON EACH
P.O. SHIPPED
REQUISITION No. 50009 8/26
CHARGE ACCOUNT SEE BELOW
DEPARTMENT ADEM/ENG.

TO KOPPERS CO.
ENGINEERING AND CONSTRUCTION DIV.
FREYN DEPT.
PITTSBURGH 19, PENNA.

(PAGE 6)

SHIPPING INSTRUCTIONS AS SHOWN IN LOWER LEFT HAND CORNER MUST BE FOLLOWED.

PLEASE SHIP THE FOLLOWING ARTICLES, AND SEND INVOICE IN DUPLICATE TOGETHER WITH BILLS OF LADING AT ONCE
FOR EACH SHIPMENT DIRECT TO THE PURCHASING DEPARTMENT, WHEELING STEEL CORPORATION, WHEELING, W. VA. SEND
NOTICE OF EACH SHIPMENT TO DESTINATION OF CONSIGNMENT, GIVING CAR NUMBER, CONTENTS AND ORDER NUMBER.

- ★ L. INSTALLING CASTABLE MATERIALS UNDER
IRON RUNNER BOXES. \$ 3.30 CU. FT.
✓ M. INSTALLING FIRE BRICK AND CARBON INSIDE
OF STEEL IRON RUNNER BOXES. \$282.00 M
✓ N. REMOVING EXISTING AND INSTALLING NEW
LININGS IN TUYER & STOCK ELBOWS (UPPER
AND LOWER). \$ 67.00 EA.
X 110. 315CFM AIR COMPRESSOR, FULLY OPERATED,
TWO (2) 8 HOUR TURNS FIVE (5) DAYS PER
WEEK. \$1450.00 WEEK

IN THE EVENT WE FIND IT NECESSARY OR DESIRABLE TO
REQUIRE ABOVE WORK TO BE PERFORMED ON A WORK-WEEK
OF TWO (2) 10 HOUR SHIFTS PER DAY SEVEN (7) DAYS
PER WEEK, ABOVE "GUARANTEED MAXIMUM COST" WILL BE
INCREASED BY THE ACTUAL EXTRA COST OF OVER-TIME
OR PREMIUM TIME PAY PLUS APPLICABLE TAXES AND
INSURANCES AND "FIXED FEE" WILL BE INCREASED BY
AN AMOUNT EQUAL TO 15.3% OF SAID ACTUAL EXTRA COST.
IT IS TO BE NOTED THAT ERECTION ENGINEER AND ASS'T.
ERECTION ENGINEER MONTHLY SALARIES INCLUDE ANY AND
ALL OVER-TIME.

UNLESS SPECIFICALLY OTHERWISE CALLED FOR ABOVE ALL
TERMS AND CONDITIONS SET FORTH IN OUR FORMS #SC-
1071-C "GENERAL CLAUSES"; #SC-1071-D "COST PLUS
FIXED FEE FORMULA" AND #SC-188-C "GENERAL SAFETY
REQUIREMENTS" ARE TO APPLY AND MUST BE CONSIDERED A
(SEE PAGE 7)

THIS ORDER SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.
SEND MONTHLY STATEMENT OF ACCOUNT TO AUDITOR, WHEELING, W. VA.
WHEN PRICE IS DELIVERED OUR WORKS PREPAY TRANSPORTATION CHARGES.
WHEN PRICE IS F. O. B. SHIPPING POINT, HAVE TRANSPORTATION CHARGES FOLLOW SHIPMENT.
BY ACCEPTING THE WITHIN ORDER, AND IN CONSIDERATION THEREFOR, THE SELLER AGREES TO INDEMNIFY AND SAVE HARM-
LESS WHEELING STEEL CORPORATION, ITS SUCCESSORS AND ASSIGNS FROM ALL CLAIMS FOR PATENT INFRINGEMENT ARISING
FROM THE PURCHASE, INSTALLATION AND USE OF THE MATERIAL ORDERED, AND FURTHER AGREES TO DEFEND ANY ACTION OR
ACTIONS BROUGHT AGAINST WHEELING STEEL CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OR ON ACCOUNT OF ANY
SUCH PATENT INFRINGEMENT. THE SELLER ASSUMES ALL THE CONDITIONS OF THIS ORDER BY ITS ACCEPTANCE.

GJE/K

SHIP TO: WHEELING STEEL CORPORATION

STEUBENVILLE WORKS
SOUTH DIV.
MINGO JUNCTION, OHIO

DIRECTOR OF PURCHASES

MARK ALL CORRESPONDENCE
FOR

PURCHASING AGENT

