FILE #16-9

| | ACTION | NOTED | INITIAL | DATE | * RETAIN |
|---|---|---|---|---|---|
| A-1 Andreae, J. | | | | | |
| A-2 Wire, S. | | | | | |
| | | | | | |
| | | | | | |
| F-1 Flotten, E.A. | | | | | |
| F-2 Thompson, J.B. | | | | | |
| F-3 | | | | | |
| F-4 Bennett, C.H. | | | | | |
| F-5 MacFarlane, R.A. | | | | | |
| F-6 Bennett, J.W. | | | | | |
| F-7 Devine, H.J. | | | | | |
| F-8 Gordon, R.E. | | | | | |
| F-9 Patrey, R.J. | | | | | |
| F-10 Dempsey, T.J. | | | | | |
| F-11 Attest | | | | | |
| F-12 Repkie, C.F. | | | | | |
| | | | | | |
| I-1 Spellacy, M.F. | | | | | |
| I-2 Baillie, R.V. | | | | | |
| I-3 Gillies, J.C. | | | | | |
| I-4 Sachs, J.M. | | | | | |
| | | | | | |
| | | | | | |
| O-1 Moffitt, J.G. | | | | | |
| O-2 English, S.M. | | | | | |
| O-3 Avenell, N.B. | | | | | |
| O-4 Earle, L.H. | | | | | |
| O-5 Hooper, F.L. | | | | | |
| O-6 McTaggart, T.J. | | | | | |
| O-7 Hodges, D.A. | | | | | |
| O-8 Bade, L.B. | | | | | |
| O-9 Muir, J.B. | | | | | |
| O-10 | | | | | |
| O-11 Piltz, C.T. | | | | | |
| O-12 McEwan, P.J. | | | | | |
| O-13 Fischer, E.C. | | | | | |
| O-14 Randall, A.B. | | | | | |
| | | | | | |
| R-1 Hoagland, J.E. | V | | | | |
| R-2 Newton, F.F. | | | | | |
| R-3 Belsley, R.C. | | | | | |
| R-4 Thompson, H.A. | | | | | |
| R-5 Radut, W.H. | | | | | |
| S-1 Gardner, W.E. | | | | | |
| | | | | | |
| T-1 Robinson, W.F. | | | | | |
| T-2 | | | | | |
| T-3 Dixon, F.L., Jr. | | | | | |
| T-4 Reining, A.J. | | | | | |
| T-5 Ritter, C.H. | | | | | |
| T-6 Kelley, A.P. | | | | | |
| | | | | | |
| | | | | | |
| B-1 Baytown Agency | | | | | |
| | | | | | |

* P-PERMANENT RETENTION
6-6 MONTH RETENTION

**ROUTING SLIP** M-120 (1-63)

...ILDING AND DRY DOCK COMPANY

...ORT NEWS, VIRGINIA

...April 22, 1963

...DERS ARE SUBJECT TO IMMEDIATE ACCEPTANCE.

...OUT NOTICE. ALL AGREEMENTS AS TO TIME OF COMPLETION ARE MADE CON-...E, ACCIDENTS, DELAYS IN DELIVERY OF MATERIAL AND/OR CAUSES OF ANY ...NY WORK DONE OR MATERIALS SUPPLIED HEREUNDER, WHETHER AUTHORIZED ...LOOK TO BOTH VESSEL AND OWNER. WE ALLOW NO DISCOUNTS AND BILLS ...CTIVE WORKMANSHIP OR MATERIAL, OUR LIABILITY IS LIMITED STRICTLY TO ...AND REPORTED TO US IN WRITING WITHIN THIRTY (30) DAYS FROM THE COM-

...DRY DOCK VESSELS AND PROVIDE BERTH, WHARFAGE, TOWAGE AND OTHER ... (1) THAT NO LIABILITY SHALL ATTACH TO US FOR CONSEQUENTIAL OR CON-...IABLE IN RESPECT TO ANY ONE VESSEL, DIRECTLY OR INDIRECTLY IN CON-...HARTERERS OR UNDERWRITERS FOR ANY INJURY TO SUCH VESSEL, ITS CARGO, ...ONSEQUENCES THEREOF, UNLESS SUCH INJURY IS CAUSED BY OUR NEGLI-... AND (3) THAT IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO ALL SUCH ...Y THEM, AS A RESULT OF SUCH INJURY AND/OR DAMAGES, EXCEED THE ...300,000.00).

...DIFFERENT BASIS WITH MORE EXTENSIVE LIABILITIES THAN HEREINBEFORE ...NG THE VALUE OF SUCH VESSELS AND SPECIFYING THE DESIRED INCREASED ...L TO US, TOGETHER WITH AN AGREEMENT TO PAY AN ADDITIONAL CHARGE ...R, WHARFAGE AND DRY DOCKING SUFFICIENT TO COVER THE COST OF INSUR-...S THE OWNER DOES SPECIFY IN ADVANCE AND MAKE PROVISION FOR PAY-...OF THE VESSEL OR MAKING THE VESSEL AVAILABLE TO US FOR REPAIRS ...AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPH.

... ACCIDENT AND/OR INDEMNITY AND/OR INSURANCE PROVISIONS, IF ANY, ...ATIONS, RELATING TO LIABILITY FOR DEATH OR PERSONAL INJURY, AND THAT ...AS IS IMPOSED UPON US BY LAW.

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...nd

...RG

...onditions printed hereon, and hereby made a ...reinafter contained, we hereby agree to ...plete all of the repairs, alterations and ...el as contained in your specifications of ... herein modified, to abide by all the condi-...therein, for the sum of ONE HUNDRED THIRTY ...Y-SEVEN DOLLARS ($130,837) and to complete ...INUOUS RUNNING DAYS after the arrival of the ... free condition.

...tion the above lumpsum may be segregated

| | |
|---|---|
| | $ 47,250 |
| | 12,110 |
| | 71,477 |
| | $ 130,837 |

EXX-MOR-006184

# NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY

NEWPORT NEWS, VIRGINIA

April 22, 1963

UNLESS OTHERWISE STATED HEREIN, ALL TENDERS ARE SUBJECT TO IMMEDIATE ACCEPTANCE.

QUOTATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS AS TO TIME OF COMPLETION ARE MADE CONTINGENT UPON STRIKES, LABOR DIFFICULTIES, FIRE, ACCIDENTS, DELAYS IN DELIVERY OF MATERIAL AND/OR CAUSES OF ANY KIND BEYOND OUR CONTROL. FOR PAYMENT FOR ANY WORK DONE OR MATERIALS SUPPLIED HEREUNDER, WHETHER AUTHORIZED ORALLY, BY LETTER, OR WRITTEN CONTRACT, WE LOOK TO BOTH VESSEL AND OWNER. WE ALLOW NO DISCOUNTS AND BILLS ARE PAYABLE WHEN RENDERED. IN CASE OF DEFECTIVE WORKMANSHIP OR MATERIAL, OUR LIABILITY IS LIMITED STRICTLY TO THE CORRECTION OF SUCH DEFECTS DISCOVERED AND REPORTED TO US IN WRITING WITHIN THIRTY (30) DAYS FROM THE COMPLETION OF THE WORK.

WE UNDERTAKE TO PERFORM WORK ON, AND DRY DOCK VESSELS AND PROVIDE BERTH, WHARFAGE, TOWAGE AND OTHER SERVICE AND FACILITIES, ONLY UPON CONDITION (1) THAT NO LIABILITY SHALL ATTACH TO US FOR CONSEQUENTIAL OR CONTINGENT DAMAGES; (2) THAT WE SHALL NOT BE LIABLE IN RESPECT TO ANY ONE VESSEL, DIRECTLY OR INDIRECTLY IN CONTRACT, TORT OR OTHERWISE, TO ITS OWNERS, CHARTERERS OR UNDERWRITERS FOR ANY INJURY TO SUCH VESSEL, ITS CARGO, EQUIPMENT OR MOVABLE STORES, OR FOR ANY CONSEQUENCES THEREOF, UNLESS SUCH INJURY IS CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AND (3) THAT IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO ALL SUCH PARTIES IN INTEREST FOR DAMAGES SUSTAINED BY THEM, AS A RESULT OF SUCH INJURY AND/OR DAMAGES, EXCEED THE SUM OF THREE HUNDRED THOUSAND DOLLARS ($300,000.00).

WE WILL ACCEPT VESSELS FOR REPAIRS ON A DIFFERENT BASIS WITH MORE EXTENSIVE LIABILITIES THAN HEREINBEFORE SET FORTH, BUT ONLY UPON THE OWNER DECLARING THE VALUE OF SUCH VESSELS AND SPECIFYING THE DESIRED INCREASED LIABILITY IN ADVANCE OF DELIVERY OF THE VESSEL TO US, TOGETHER WITH AN AGREEMENT TO PAY AN ADDITIONAL CHARGE OVER AND ABOVE THE USUAL CHARGES FOR REPAIR, WHARFAGE AND DRY DOCKING SUFFICIENT TO COVER THE COST OF INSURANCE EQUAL TO SUCH DECLARED RISK AND UNLESS THE OWNER DOES SPECIFY IN ADVANCE AND MAKE PROVISION FOR PAYMENT OF ADDITIONAL INSURANCE, THE DELIVERY OF THE VESSEL OR MAKING THE VESSEL AVAILABLE TO US FOR REPAIRS SHALL BE DEEMED AN ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPH.

PLEASE NOTE THAT WE DO NOT AGREE TO THE ACCIDENT AND/OR INDEMNITY AND/OR INSURANCE PROVISIONS, IF ANY, CONTAINED IN YOUR INVITATION AND/OR SPECIFICATIONS, RELATING TO LIABILITY FOR DEATH OR PERSONAL INJURY, AND THAT IN SUCH CASES WE ACCEPT ONLY SUCH LIABILITY AS IS IMPOSED UPON US BY LAW.

Humble Oil & Refining Company
Marine Division
P. O. Box 1512
Houston 1, Texas

Attention: Mr. J. E. Hoagland

Subject: SS ESSO GETTYSBURG

Gentlemen:

Subject to the conditions printed hereon, and hereby made a part hereof, and to those hereinafter contained, we hereby agree to faithfully carry out and complete all of the repairs, alterations and renewals to the subject vessel as contained in your specifications of April 5, 1963, and except as herein modified, to abide by all the conditions expressed or implied therein, for the sum of ONE HUNDRED THIRTY THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS ($130,837) and to complete the work in THIRTY (30) CONTINUOUS RUNNING DAYS after the arrival of the vessel in our Yard in a gas free condition.

For your information the above lumpsum may be segregated as follows:

| | |
|---|---|
| Machinery | $ 47,250 |
| Cargo | 12,110 |
| Hull | 71,477 |
| | $ 130,837 |

Humble Oil & Refining Co.
SS ESSO GETTYSBURG

NNS & DD Co.
April 22, 1963

| | |
|---|---|
| Brought forward | $ 130,837 |

Not included in the above total:

| | |
|---|---|
| Item 22 | $ 1,080 |
| Item 53 | 9,068 |
| Item 59 | 17,400 |
| Item 60 | 3,155 |
| Item 89 | 212,400 |
| Item 90 | 12,950 |
| Item 91 | 68,340 |
| Item 92 | 14,520 |
| Item 93 | 800 |
| Item 94 | 1,600 |
| Item 95 | 1,460 |
| Item 96 | 3,180 |
| | $ 476,790 |

The above items can be completed within the thirty (30) day period.

Very truly yours,

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY
By:

L. C. Robertson
Vice President in Charge
of Ship Repairs

LCR
RMC:ls

Three carbon duplicates herewith

FM. 20-4

# NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY

NEWPORT NEWS, VIRGINIA

April 22, 1963

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WE WILL ACCEPT VESSELS FOR REPAIRS ON A DIFFERENT BASIS WITH MORE EXTENSIVE LIABILITIES THAN HEREINBEFORE SET FORTH, BUT ONLY UPON THE OWNER DECLARING THE VALUE OF SUCH VESSELS AND SPECIFYING THE DESIRED INCREASED LIABILITY IN ADVANCE OF DELIVERY OF THE VESSEL TO US, TOGETHER WITH AN AGREEMENT TO PAY AN ADDITIONAL CHARGE OVER AND ABOVE THE USUAL CHARGES FOR REPAIR, WHARFAGE AND DRY DOCKING SUFFICIENT TO COVER THE COST OF INSURANCE EQUAL TO SUCH DECLARED RISK AND UNLESS THE OWNER DOES SPECIFY IN ADVANCE AND MAKE PROVISION FOR PAYMENT OF ADDITIONAL INSURANCE, THE DELIVERY OF THE VESSEL OR MAKING THE VESSEL AVAILABLE TO US FOR REPAIRS SHALL BE DEEMED AN ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPH.

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Marine Division
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For your information the above lumpsum may be segregated as follows:

| | |
|---|---|
| Machinery | $ 47,250 |
| Cargo | 12,110 |
| Hull | 71,477 |
| | $ 130,837 |

EXX-MOR-006187

Humble Oil & Refining Co.
SS ESSO GETTYSBURG

NNS & DD Co.
April 22, 1963

| | |
|---|---|
| Brought forward | $ 130,837 |

Not included in the above total:

| | |
|---|---|
| Item 22 | $ 1,080 |
| Item 53 | 9,068 |
| Item 59 | 17,400 |
| Item 60 | 3,155 |
| Item 89 | 212,400 |
| Item 90 | 12,950 |
| Item 91 | 68,340 |
| Item 92 | 14,520 |
| Item 93 | 800 |
| Item 94 | 1,600 |
| Item 95 | 1,460 |
| Item 96 | 3,180 |
| | $ 476,790 |

The above items can be completed within the thirty (30) day period.

Very truly yours,

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY
By:

L. C. Robertson
Vice President in Charge
of Ship Repairs

LCR
RMC:ls

Three carbon duplicates herewith

FM. 2C-4

# NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY

NEWPORT NEWS, VIRGINIA

April 22, 1963

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Marine Division
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Subject: SS ESSO GETTYSBURG

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For your information the above lumpsum may be segregated as follows:

| | |
|---|---|
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| Cargo | 12,110 |
| Hull | 71,477 |
| | $ 130,837 |

EXX-MOR-006189

Humble Oil & Refining Co.
SS ESSO GETTYSBURG

NNS & DD Co.
April 22, 1963

| | |
|---|---|
| Brought forward | $ 130,837 |

Not included in the above total:

| | |
|---|---|
| Item 22 | $ 1,080 |
| Item 53 | 9,068 |
| Item 59 | 17,400 |
| Item 60 | 3,155 |
| Item 89 | 212,400 |
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| Item 93 | 800 |
| Item 94 | 1,600 |
| Item 95 | 1,460 |
| Item 96 | 3,180 |
| | $ 476,790 |

The above items can be completed within the thirty (30) day period.

Very truly yours,

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY
By:

L. C. Robertson
Vice President in Charge
of Ship Repairs

LCR
RMC:ls

Three carbon duplicates herewith

April 19, 1963

R-5 2805-24 P

VIA AIR MAIL

Mr. L. B. Peterson, Purchasing Agent
Newport News Shipbuilding & Drydock Company
Newport News, Virginia

Owner's Material
Rust-Ban 190 Coating

Dear Mr. Peterson:

This is in reference to our letter of February 25, in which we discussed the 392 gallons of Rust-Ban 190 which is currently stored on your premises for our use.

We would like to use 185 gallons of this material on the ESSO GETTYSBURG which is scheduled to arrive at your yard on or about April 29. For your information, this coating will be supplied for the work to be performed under Item 59R of our Repair Spec on the subject vessel dated April 5.

We would appreciate your keeping the balance of the material until such time as we can dispose of it.

Thank you for being so helpful ~~and~~ in keeping this material for us.

Very truly yours,

W. H. Radut

WHR:mj

cc: Mr. C. Challoner - Newport News SB&DD Company

bcc: Messrs. J. E. Hoagland
C. E. Smith, Jr., Humble Marketing
F. M. Summers, Eastern Esso Region - Marketing
H. A. Thompson

EXX-MOR-006191

Via Air Mail

April 19, 1963
02 416-9 P

Mr. L. C. Robertson
Newport News Shipbuilding &
Dry Dock Company
Newport News
Virginia

Dear Sir:

With reference to telephone conversation today with your Mr. Challoner, attached is Preamble (pages 1-5) to our Specification (pages 6-52) dated April 5, 1963 concerning repairs and renewals to the SS ESSO GETTYSBURG. We understand that these repairs are to be completed within thirty (30) continuous running days.

Yours very truly,

F. F. NEWTON

Attachment
FFN.el

EXX-MOR-006192