PLAINTIFF'S
EXHIBIT
KRC-346a

JOB 2543

FCS 3
TDS
MRSM

5/3/68

Job 2543 gen

per Call from Mr. F.E. Kemp @ S.W. Oil — UOP Just Advised that internal skirt insulation should be Beach insulation.

Cancel Order — Ok

Advised	Bruchs	✓		cancel W.O
✓	Kaiser	✓	MW ✓	mat'ls
✓	Berry	✓		A/C
✓	Ed Brown	✓		T Rect
✓	Thorpe Prod	✓		mat'ls to T.
✓	TICO	✓		mat'ls from T
✓	Bennie G.	✓		Order Rck

THORPE
MAY 3 1968

FCS		MPP	
TDS		KJ	
TH		FT	
MAS		WE	
JCR		JB	
WNC			
JP		GW	
LAK		WAB	
MW			
ELB		DJT	
JOB		GEN	
JOB		PURCH	
JOB		D & E	
PROSPECT			
GENERAL FILES			

May 3, 1968

Southwestern Oil & Refining Company
P. O. Drawer 809
Corpus Christi, Texas 78403

ATTENTION: Mr. F. E. Kemp, Purchasing Agent

FIREPROOFING OF VESSEL SKIRTS - SOUTHWESTERN OIL & REFINING COMPANY PLANT - CORPUS CHRISTI, TEXAS - YOUR PURCHASE ORDER 58106 - THORPE JOB 2543

We have received your confirming order covering the above work and thank you very much for this additional business.

All arrangements for tools, equipment, materials, and labor to perform this work have now been completed. Our crew will be at the jobsite ready to commence work at 8:00 A.M. on May 8 in accordance with the terms of your order. As expressed to you in our proposal, we plan to prosecute this work through to completion on the same day, clean-up the jobsite, and move-out.

Again, we appreciate this additional business, and the opportunity to be of continuing service to Southwestern Oil & Refining Company.

J T THORPE COMPANY

JACK PEIFFER
JP/bg cc:file

Order Cancelled
5/3
Letter Not Sent

5/23/68

Job 2543 gen
SW oil & Ref G.
Vessel Skirt F.P.

Talked to Mr. Kemp @ S.W.

Still hasn't been able to get some needed info from field & hasn't been able to get this job resolved yet

ASAP he'll advise us if we get job, etc..

JP

PURCHASE ORDER

SOUTHWESTERN OIL & REFINING COMPANY

CORPUS CHRISTI, TEXAS

Date April 30, 1968

To J T Thorpe Co.
P. O. Box 33399
Houston, Texas

Attn: Mr. Jack Peiffer

Liver To

1. Order No. MUST appear on all Invoices, B/L, Cases, Bundles, Packing Lists and Correspondence.
2. Tag all items as indicated.
3. Invoice in TRIPLICATE.
4. Complete Packing Lists must show Order No. and accompany each shipment.

ITEM	QUANTITY	ARTICLES	PRICE
		Furnish labor, materials and equipment to Fireproof Vessel Skirts (inside only) and bottom heads of Vessels AP-V2, V3 & V4 with 1 part Lumnite to 4 parts Haydite Fireproofing Material. Work to be done on a time and material basis with cost not to exceed	$1969.00
		Work to start Wednesday, May 8, 1968.	

THORPE
MAY 1 1968

FCS		MPP	
TDS	V2	KJ	
TH		FT	
MAS	V2	WE	
JCR		JB	
WNC			
JP		GW	
LAK		WAB	
MW			
ELB		DJT	
JOB	V2 V3	GEN	
JOB		PURCH	
JOB		P.A.F.	
PROSPECT			
GENERAL FILES			

Ack 5/7
JP

FOR YOUR INFORMATION, YOU ARE ADVISED THAT SOUTHWESTERN OIL & REFINING COMPANY COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS AND EXECUTIVE ORDERS RELATING TO EMPLOYMENT PRACTICES AND DOES NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, RELIGION, SEX OR NATIONAL ORIGIN.

CONFIRMATION

CONDITIONS

The right is reserved to cancel this order if not filled within the time and in accordance with the terms specified. All material subject to inspection and approval of buyer notwithstanding prior payment to obtain cash discount. Seller must pay all transportation charges both ways on rejected material. No charges allowed for boxing, packing or drayage unless otherwise agreed. Do not invoice material covered by more than one purchase order on any invoice. Separate invoices must be rendered on material covered by each purchase order. The vendor agrees that all requirements of the federal and state laws referring to employment and Labor Standards have been complied with in the production and manufacture of the material called for on this order. The Seller shall have provided Workman's Compensation and Public Liability Insurance and shall hold the Purchaser harmless from and against any and all damages suffered or done to any and all persons or property while engaged on the work covered by this order, in the event that any work performed under this order. Unless otherwise agreed upon in writing the seller agrees to assume the defense of any suits for infringement of patents, brought against the buyer by reason of the use of these goods and to indemnify the buyer against any decree of costs in such suits. If these conditions are not acceptable please advise us upon receipt of the orders, and before you make shipment.

ORDER NO. 58106

By F. E. Kemp
Purchasing Agent
F. E. Kemp

THORPE
APR 30 1968

FCS		MPP	
TDS		KJ	
TH		FT	
MAS		WE	
JCR		JB	
JP		GW	
LAK		WAB	
MW			
ELB		DJT	
JOB 2543		GEN	
JOB		PURCH	
JOB		D & E	
PROSPECT			
GENERAL FILES			

April 30, 1968

Southwestern Oil & Refining Company
P. O. Box 809
Corpus Christi, Texas 78403

ATTENTION: Mr. Foster Kemp, Purchasing Agent

FIREPROOFING OF VESSEL SKIRTS - SOUTHWESTERN CORPUS CHRISTI REFINERY - SOUTHWESTERN OIL & REFINING COMPANY PURCHASE ORDER NO. 58106 - THORPE JOB NO. 2543

We are pleased to confirm our quotation for the above work in accordance with your verbal inquiry.

We propose and will agree to furnish all necessary labor and materials, including supervision, insurance, payroll taxes, job expense items, tools and equipment, necessary to install the 2" thick fireproofing on the inside of three (3) vessel skirts at the Southwestern Oil & Refining Company plant in Corpus Christi, Texas, in a complete and workmanlike manner, and in accordance with the following terms, conditions, and specifications.

SPECIFICATIONS

The work upon which we quote is the installation of 2" thick Lumnite-Haydite fireproofing on the inside only of three (3) vessel skirts. The skirts to be fireproofed are AP-V2, AP-V3, and AP-V4. The fireproofing material will be mixed in the proportions of one part Lumnite to four parts Haydite. After application, which will be left with a natural cement gunned finish, the fireproofing material will be cured using membrane curing compound. All studs and reinforcing mesh necessary for the completed installation are to be furnished and installed by others.

GENERAL

You will furnish free to us utilities of power, water, electrical hook-up of our equipment if needed, and conveniences for our men. Thorpe will provide compressed-air for the gunite operations. In addition, we are to be afforded adequate working space and access to the work to be performed.

Continued.....

OUR BID IS CONDITIONED UPON

Our bid is conditioned upon continuous prosecution of the work until complete, availability of labor and materials at the time of installation, and existing labor rates and material costs at this date. The work is to be performed on a week day, ie Monday through Friday.

It is understood and agreed that additional compensation shall be paid by you to reflect any increase in the cost of labor and/or materials above today's amounts, and pay for delays or interference in the work not due to our fault.

You will make payment before the 10th of each month of our invoice for 90% of labor expended and materials delivered during the preceding month, and will pay the balance within 35 days thereafter. Our price is firm for completion prior to June 1, 1968. Otherwise and thereafter, the above noted conditions of escalation shall apply.

PRICE

Work to be done on a cost-plus basis with a guaranteed maximum cost not to exceed $1,969.00.

In accordance with our telephone conversation on April 29, we are enclosing two (2) copies of our Standard Maintenance & Repair Proposal which we suggested as a basis for performing this work. We will load our tools and equipment and transport it to the jobsite on Tuesday, May 7, 1968, and commence work at 8:00 A.M. on Wednesday, May 8, 1968. As discussed with you, the work should require approximately 10 hours, and we will work through until completion on Wednesday the 8th.

We appreciate the opportunity to submit our proposal for this work, and welcome the opportunity to once again be of service to Southwestern Oil & Refining Company. If you have any questions upon our proposal, or if the schedule for the work should change within the next few days, please let us know.

J T THORPE COMPANY

JACK PEIFFER
JP/bg cc:file-JP

In Duplicate

J T THORPE COMPANY
HOUSTON TEXAS

WORK ORDER

THORPE APR 30 1968			
TCS		MPP	
TDS		KJ	
TH		FT	
MAS		WE	
JCR	Job No. 2543		
WNC			
IP		GW	
LAK		WAB	
MW			
ELB		DJT	
JOB 2543		GEN	
JOB		PURCH	
JOB		D & E	
PROSPECT			
GENERAL FILES			

Date April 30, 1968

Name of Job Vessel Skirt Fireproofing

Contract with Southwestern Oil & Refining Company

Location of Job Southwestern Refinery
Corpus Christi, Texas

Kind of Work Gunite Fireproofing

Customer's Order No. 58106 Person in Charge Mr. Doyle Williams

Date When Job must be Started May 8, 1968 and Completed May 8, 1968

GENERAL INSTRUCTIONS:

Plans Attached NO

Specifications Attached SEE BELOW

Mr. E. L. Brooks:

We have a contract with Southwestern Oil & Refining Company to fireproof the inside of 3 vessel skirts at their Corpus Christi refinery, and would like for you to handle this work for us.

The vessels skirts to be fireproofed are AP-V2, AP-V3, and AP-V4. The inside only of these skirts are to be fireproofed as well as the bottom head of the vessels. Southwestern will install the studs and mesh prior the time you arrive at the jobsite, and the material to be applied is Lumnite-Haydite mixed in the proportions of 1:4. Haydite for the job will be bag Haydite, which will be shipped to the job along with the Lunite from Kaiser Refractories in Houston, and will arrive at the jobsite at 8:00 A.M. on Wednesday May 8. Immediately upon arrival of the material, you should pour water into each of the Haydite bags and allow it some time to saturate the material. The vessels will be horizontal on the ground for fireproofing installation, as this work must be done prior to erection of the vessels, since there is no access to the inside of the skirt. The finish is to be a natural gun finish with no hand finishing required, 2" thick and sprayed with membrane curing compound upon completion of the fireproofing.

Any surplus materials left over after the job is completed are to be given to Southwestern for storage in their warehouse and we will credit them for these materials. These materials will later be used on the heater job which we will line in July.

Please plan to load the gunite equipment from Shell on our truck on Tuesday, May 7, and have it arrive in Corpus Christi early Wednesday morning May 8th. I will make arrangements with Berry Contracting in Corpus Christi (or some other source) for an air compressor and will have it at Southwestern at 8:00 A.M., Wednesday morning. The work is to be run through to completion on Wednesday in order that we might bang the job out in one day, clean up and move out on the same day. The truck can then travel on Thursday back to Shell, and should be back at the jobsite at Deer Park on Friday morning.

Continued.....

ALL BLUE PRINTS AND SPECIFICATIONS TO BE RETURNED TO OFFICE UPON COMPLETION OF JOB.

Signed _____

J T THORPE COMPANY
HOUSTON TEXAS

WORK ORDER

Date_____ Job No._____

Name of Job_____

Contract with_____

Location of Job_____

_____

Kind of Work_____

Customer's Order No._____ Person in Charge_____

Date When Job must be Started_____ and Completed_____

GENERAL INSTRUCTIONS: Plans Attached_____

Page 2 Specifications Attached_____

The work is to be done on a cost plus basis in accordance with our Standard Maintenance Proposal, and we have given Southwestern a guaranteed maximum cost for this work. Accordingly, you will need to have all of your time sheets, material receipts and tool and equipment lists signed for by Mr. Williams or his representative.

Scales for the work are as follows:

Yourself	$5.625/hr plus $10/day plus motel
Bricklayer	$5.00/ hr plus $10 day
Other crafts	Local Scale

In addition to the above, we will pay you 4 hours travel time each way to and from the jobsite plus .08¢ per mile each way to and from the jobsite for your truck. We have assumed that you will take a Houston based Bricklayer with you to run the nozzle and we will pay him 4 hours travel time each way to and from the jobsite, and roundtrip bus ~~trip~~ Ford unless he rides with you in your truck, which we assume he will.

Please set your job up at Shell to run in your absence with a minimum of supervision. If you have any questions on this job, please let us know. We will probably receive an order from Southwestern to fireproof the outside of these skirts and some additional vessel skirts at a later date, and trust you will be able to give them your usual firstclass job.

J T THORPE COMPANY

JACK PEIFFER
JP/bg cc:file

ALL BLUE PRINTS AND SPECIFICATIONS TO BE RETURNED TO OFFICE UPON COMPLETION OF JOB.

Signed_____

[redacted]

TO: J. Peiffer DATE 4/29/68

TIME 1:10

Fred Harnish
Prod. Die Casting Co.

THORPE
APR 5 1968

FCS		MPP	
TDS		KJ	
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MAS		WE	
JCR		JB	
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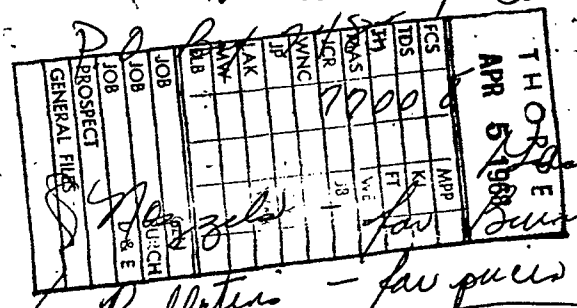
JOB		GEN	
JOB		PURCH	
JOB		D & E	
PROSPECT			
GENERAL FILES			

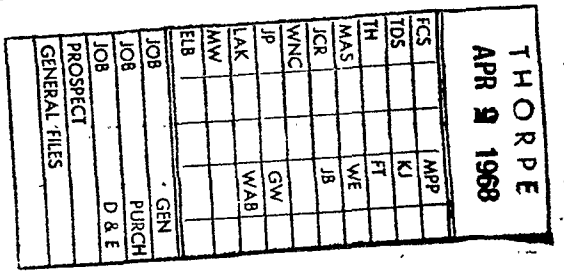


Nozzles for Burner
Bulletins - for pucks

HU-5-2398

THORPE
APR 9 1968

FCS		MPP	
TDS		KJ	
TH		FT	
MAS		WE	
JCR		JB	
WNC			
JP		GW	
LAK		WAB	
MW			
ELB			
JOB		GEN	
JOB		PURCH	
JOB		D & E	
PROSPECT			
GENERAL FILES			



FCS S
T125 TS

4/24/68

Job 2543 gen
Sw Oil & Ref

Per Kemp

Furnish L&M & Equip to FP

Skirts & Fos. only Ap: V2, V3 & V4

w/ 1:4 Lumnite-Haydite mix.

#58106 work to Start Wed 5/8

Cost Not to Exceed $1969.

(work order & Confirming proposal written — mat'ls ordered 4/30)

4/29/68

Per Foster Kemp

Will put WWF on this wk.
Ready for us 5/7 or 5/8 if Better for us.

	Skirt	Hd	TOTAL
6'-6" x 8'-0"	163	64	227
7'-0" x 8'-0"	176	64	240
8'-0" x 8'-0	201	64	265
			732

include Head.
1:4 L.H

JP will call price in Am. & Kemp will give order &. Will advise sked then

4/29 After talking to Brooks, Set up for wed 5/8.

Kemp in sending add'l info on vessel skirt
F.P. added vessel & changed D.S. etc.
Refigure & Pe'll give us Sep. Order No.

4/29/68

SW Oil & Ref Prospect
Vessel Stair F.P.

732 b × 7/12 = 122 CF × 1.5 = 171 CF gross

Say 700 CF Haydite @ 1.05/CF = 210
50 SY Lumnite @ 4.65/SY = 233
443

TAX 3% 13
456
Kaiser Truck 135
591

LABOR figure $300/Day Crew × 1.5 days = 450
Brooks Travel 8 hrs @ 5.625 = 45
fig OT × 2 & Add 45
Misc. 100
$630

Summary

mat'ls	591
Labor	630
I&T 15%	95
Subs 15%	95
Equip	150
Truck 400 mi @ 20	80
	1641
O&P 20%	328
	$1969

Gave Kemp
C+GM