



ENGINEERS AND CONSTRUCTORS
FOR INDUSTRY AND GOVERNMENT

THE LUMMUS COMPANY

144-244 HAYNES AVE., NEWARK 14, N. J.

ENGINEERING FILE
PURCHASE ORDER SUPPLEMENT

ALWAYS REFER TO THIS NO.			
5479	GS-2522	4	
DIV	JOB	PO	SUP

21		04	07	66
T.A.L.	VEN	CODE	SUP	DATE

Thorpe Insulation Company
Subsidiary of J. T. Thorpe Company
1721 N. Mesquite Drive
Corpus Christi, Texas

Att: Mr. W. D. Leonard

**PLAINTIFF'S
EXHIBIT**

TIC-1

THIS SUPPLEMENT TO THE ORIGINAL PURCHASE ORDER IS ISSUED TO ESTABLISH THE FOLLOWING:

ITEM	EQUIP TAG NO		QUAN	DESCRIPTION	UNIT PRICE	AMOUNT
	ACCT	NO				

LA

The unit price is as follows on 6" pipe using
Johns-Manville 3-1/2" thk. Thermobestos pipe
covering and finished with .020" thk. Reynolds
Aluminum.

6" x 3-1/2" thk. \$5.50 per lin. ft.

The following invoice is based on repairs and
replacing of insulation on existing plant done
on an hourly basis.

Invoice #	Date	Amount
C-59	2-24-66	\$1,555.30

The above is in accordance with vendor's letter
dated March 29, 1966.

Previous Total	\$78,899.98	Approximate
Add	1,555.30	
Revised Total	\$80,455.28	Approximate

R. J. VerHoven:hrrf

ALL OTHER TERMS AND CONDITIONS ARE IN ACCORDANCE WITH ORIGINAL ORDER.

ACCEPTANCE: The attached Acceptance Copy of this supplement must be signed by an official
or otherwise authorized representative of the Seller, and returned to The Lummus Company.

THE LUMMUS COMPANY

002404

BY J. J. Braddy / R. J.
MANAGER OF PROCUREMENT

1000035



ENGINEERS AND CONSTRUCTORS
FOR INDUSTRY AND GOVERNMENT
THE LUMMUS COMPANY

146-246 HAYNES AVE., NEWARK 14, N. J.

PURCHASE ORDER SUPPLEMENT

ALWAYS REFER TO THIS NO.			
5479	GS-2522	3	
DIV	JOB	PO	SUP

21		03	03	66
TAL	VEN	CODE	SUP	DATE

Thorpe Insulation Company
Subsidiary of J. T. Thorpe Co.
1721 N. Mesquite Dr.
Corpus Christi, Texas

Att: Mr. W. D. Leonard

THIS SUPPLEMENT TO THE ORIGINAL PURCHASE ORDER IS ISSUED TO ESTABLISH THE FOLLOWING:

ITEM	EQUIP TAG NO		QUAN	DESCRIPTION	UNIT PRICE	AMOUNT
	ACCT	NO				
	LA					

For record purposes, the vendor of the subject purchase order has been changed from Thorpe Products Company to Thorpe Insulation Company. J. T. Thorpe Company guarantees satisfactory performance of the contract by Thorpe Insulation Company.

This supplement is issued to add the following items to the scope of the applied Piping Insulation work:

- 1 The Unit Price on Heat Traced Piping Insulation as defined in Thorpe Products Co. letter of January 10, 1966, for \$1.39 per lineal foot of each pipe involved.
- 2 The Labor Rates per hour for Extra Work at the existing plant site to be in accordance with The Thorpe Products Co. letter of January 11, 1966, and in effect thru June 30, 1966.

In accordance with Item XIV of the General Terms and Conditions of P.O. No. 5479-GS-2522, the labor rates per hour for Extra Work at the above plantsite are broken down as follows, and will be in effect through June 30, 1966.

(continued)

R. J. VerHoven:hmf

ALL OTHER TERMS AND CONDITIONS ARE IN ACCORDANCE WITH ORIGINAL ORDER.

ACCEPTANCE: The attached Acceptance Copy of this supplement must be signed by an official or otherwise authorized representative of the Seller, and returned to The Lummus Company.

THE LUMMUS COMPANY

002405

BY

J. Brady
MANAGER OF PROCUREMENT

1000036

THE LUMMUS COMPANY

ORDER NO. 5479-OS-2522

Sup. 3

A/C NO. LA

SHEET NO. 2

TO: Thorpe Insulation Company

	General Foreman	Foreman	Mechanic
Wages	\$4.90	\$4.65	\$4.40
Welfare Fund	.10	.10	.10
Pension Fund	.10	.10	.10
Travel	.19	.19	.19
Sub-Total	5.29	5.04	4.79
Taxes & Insurance 12%	.59	.56	.53
Sub-Total	5.88	5.60	5.32
Overhead 10%	.59	.56	.53
Sub-Total	6.47	6.16	5.85
Profit 5%	.32	.31	.29
TOTAL WAGES PER HOUR	\$6.79	\$6.47	\$6.14

The following invoices are based on repair and replacing of Insulation on existing plant done on an hourly bases.

Invoice #	Date	Amount
C-3	1-11-66	\$ 343.91
CC-172	12-28-65	3,918.77
C-6	1-18-66	873.06
C-41	1-27-66	5,003.36
	TOTAL	\$10,139.10

Previous Total	\$68,760.88	Approximate
Add	10,139.10	
Revised Total	\$78,899.98	Approximate

R. J. VerHoven:hrt

002406

T000037

ENGINEERING FILE PURCHASE ORDER SUPPLEMENT



ENGINEERS AND CONSTRUCTORS
FOR INDUSTRY AND GOVERNMENT

THE LUMMUS COMPANY

146-346 HAYNES AVE., NEWARK 14, N. J.

ALWAYS REFER TO THIS NO.

DIV	5479	GS-2522	2
	36	PO	SUP

21		12	27	65
Y & L	YEN	CODE	SUP	DATE

Thorpe Products Company
1721 No. Mesquite Drive
Corpus Christi, Texas

THIS SUPPLEMENT TO THE ORIGINAL PURCHASE ORDER IS ISSUED TO ESTABLISH THE FOLLOWING:

ITEM	EQUIP TAG NO		QUAN	DESCRIPTION	UNIT PRICE	AMOUNT
	ACCT	NO				

Specification No. 5479-GS-2511, Hot Insulation Material and Application: Page 10 of 20 is hereby revised (revision 3) to show that heat conservation insulation shall be required for piping having an inside fluid temperature above 200°F and as indicated on the piping schedules:

Piping schedules are hereby transmitted showing insulation legend for:

<u>Facility</u>	<u>Flow Dwg. No:</u>	<u>No. Pages</u>
24	24-K-2001	6
26	26-K-4001	18

V. P. O'Donnell:bcf

ALL OTHER TERMS AND CONDITIONS ARE IN ACCORDANCE WITH ORIGINAL ORDER.

ACCEPTANCE: The attached Acceptance Copy of this supplement must be signed by an official or otherwise authorized representative of the Seller, and returned to The Lummus Company.

M³ 12/13/65

[Handwritten signature]

THE LUMMUS COMPANY
002407

BY *[Handwritten signature]*
MANAGER OF PROCUREMENT

1000078

tractor's work except as to defects which proper inspection would not have disclosed. Contractor will supervise and be responsible for the coordination and proper performance of all work of its subcontractors. (d) If Contractor should cause damage to any separate contractor at the worksite or to any of its subcontractors, Contractor will, upon due notice, settle with such separate contractor or subcontractors. (e) If any separate contractor or subcontractor of Contractor sues Owner on account of any damage alleged to have been caused by Contractor, Owner shall have the right to notify Contractor who will thereupon defend such proceedings at Contractor's expense and if any judgment against Owner arise therefrom Contractor will pay or satisfy it and pay all costs incurred by Owner.

10. **OWNER'S RIGHT TO OCCUPY OR USE THE WORK BEFORE COMPLETION:**— Owner reserves the right at any time and from time to time during the performance of The Work to enter upon the worksite, or to permit other contractors of Owner to enter upon the worksite, for any purpose. Owner shall endeavor not to exercise such reserved rights so as to unreasonably delay performance of The Work by Contractor. If Owner deems it necessary to perform start-up operations, Owner may occupy part or all of The Work, whether or not complete, for the purpose of performing start-up operations. In such event, Contractor shall, in the performance of The Work, schedule, coordinate and conduct its work so as not to interfere with start-up operations.

11. **EFFECT OF PARTIAL OCCUPANCY OR USE BEFORE COMPLETION:**— No occupancy by Owner prior to completion and final acceptance in writing by Owner shall relieve Contractor from any provisions of this Contract with respect to The Work whether Owner's occupancy be for use, testing or any other purpose. No occupancy by Owner prior to completion and final acceptance of The Work in writing by Owner shall be deemed to constitute a final acceptance of The Work.

12. **CLEANING UP:**— Contractor shall at all times keep Owner's premises occupied or used by it free from accumulations of waste material or rubbish. At the completion of The Work, Contractor shall remove all rubbish from and about such premises as well as all tools, equipment and machinery belonging to it. Disposition of temporary structures shall be made by Contractor as directed by Owner. Contractor shall leave the premises of Owner occupied or used by it "broom clean", or the equivalent, unless more exactly specified by Owner.

13. **SPECIFICATIONS AND DRAWINGS:**— (a) Owner will furnish to Contractor sufficient copies of all Drawings and Specifications. Upon completion of The Work or any termination of this Contract, Contractor will deliver "as-built" drawings to Owner.

(b) Contractor will keep at least one complete set of all Drawings and Specifications at the worksite in good condition and available to Owner.

(c) In general, the Drawing will show dimensions, position and kind of construction, and the Specifications will show qualities and methods. However, minor modifications may be made in either from time to time. Anything mentioned in the Specifications and not shown in the Drawings or shown in the Drawings and not mentioned in the Specifications shall be of like effect as if shown and mentioned in both. In case of conflict between the Drawings and Specifications, the Specifications, except as otherwise determined by Owner, shall govern. Omissions from the Drawings or Specifications or the misdescription of details of The Work which are evidently necessary to carry out the intent of the Drawings and Specifications or which are customarily performed shall not relieve Contractor from performing such omitted or misdescribed details of The Work but they shall be performed as if fully set forth and described in the Drawings and Specifications. Detail Drawings shall take precedence over schedule drawings. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

(d) Contractor shall promptly notify Owner of any discrepancies which Contractor observes in the Drawings and Specifications, and should an error appear in the Drawings or Specifications, or in the work done by others, affecting The Work, Contractor shall notify Owner promptly and Owner will issue instructions as to procedure. If the Contractor proceeds with work as affected without instructions from Owner, Contractor shall make good any resulting damage or defects. Such errors shall include without limitation typographical errors in the Specifications and notational errors on the Drawings where doubtful of interpretation. Where on any Drawing a portion of The Work is drawn out and the remainder is indicated in outline the parts drawn out shall apply also to other like portions of The Work, where ornament or other detail is indicated by starting only such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts of The Work.

(e) Contractor will compare all Drawings and verify the figures before laying out The Work. When measurements are affected by conditions already established Contractor will take physical measurements notwithstanding the giving of scale or figure dimensions on the Drawings. Contractor will check all Drawings and place his approval thereon and if Drawings show variations from this Contract because of standard shop practice or other reasons Contractor will specifically identify such variations. Approval of Drawings by Owner shall be general and shall not relieve Contractor of responsibility and liability for any errors which may exist or from strict adherence to this Contract. Deviations from the Drawings and the dimensions therein given whether or not error is believed to exist, shall be made only after written authority from Owner. Shop drawings of any fabricated work and equipment shall be submitted to

Owner for approval and no work shall be fabricated by Contractor so his own risk until such approval has been given. Contractor shall furnish to Owner a sufficient number of copies of all shop drawings for check and for execution of all field work. Contractor shall submit all drawings sufficiently in advance of requirements to allow Owner a time for checking same, including time for correcting, re-examination and recheck, if necessary, and no claim for delay will be granted Contractor by reason of his failure in this respect. All shop drawings submitted to Owner must bear the stamp of approval of Contractor as evidence the shop drawings have been checked by Contractor and any drawings submitted without this stamp of approval will not be considered and will be returned to Contractor for resubmission. If the shop drawings show variations from the requirements of this Contract because of standard shop practice or for other reasons, Contractor shall make specific mention of such variation in order that suitable action may be taken for adjustment should such variations be acceptable; otherwise Contractor shall not be relieved of responsibility for executing The Work in accordance with this Contract even though such shop drawings have been approved by Owner. The approval of shop drawings by Owner will be general and shall not relieve Contractor from responsibility and liability for any errors which may exist.

(f) All questions regarding the figures, drawings, plans, and specifications and the interpretation thereof, and the resolving of conflicts or inconsistencies therein, shall be determined by Owner.

(g) Except for the purpose of performing The Work, Contractor will disclose or make copies of any ideas, designs, specifications, blueprints or like data received by it from Owner without the prior written consent of Owner.

14. **OVERTIME:**— Contractor will not work any overtime if Owner instructs it not to do so. If Owner should direct Contractor to work overtime, this is a Lump Sum Contract, Owner will pay Contractor the premium such overtime and Contractor's obligations for Social Security benefit unemployment compensation and workmen's compensation on the premium and if Owner should direct Contractor to work overtime, and this Contract is other than a Lump Sum Contract, the costs of such overtime shall be paid as provided in Exhibit B; provided in each case Owner has ordered such overtime by written notice to Contractor. All overtime worked by Contractor must be approved in advance by Owner and any overtime ordered by Owner will be for Contractor's account whether this Contract be a Lump Sum Contract or otherwise.

15. **MATERIALS AND WORKMANSHIP:**— (a) It is required that all of The Work be in accord with the latest and best knowledge of the arts and conform to the best accepted practice of the trades involved. Contractor shall fabricate, work, fit and furnish all materials and erect or install them in The Work and fit them to other work as may be required in a first class workmanlike manner. Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades subcontractors, or materialmen engaged in The Work. It shall do the patching necessary to make the several parts of The Work come together properly and to fit The Work to receive or be received by work of all contractors. Except as otherwise expressly set forth in this Contract The Work shall be delivered complete and all piping systems, electrical systems, equipment, fixtures, appliances, operating parts and moving parts involved in The Work shall be in perfect working order and ready for use.

(b) Contractor shall use only skilled craftsmen, experienced in the respective trades and work, to prepare the materials and to perform The Work and all work shall be done in the best and most workmanlike manner using qualified, careful and efficient employees. Contractor will furnish adequate and efficient supervision and keep an adequate supply of workmen and materials on The Work at all times and will prosecute The Work in the most expeditious manner.

(c) All materials shall be new and of good quality. Contractor, if required, will furnish evidence satisfactory to Owner that the materials are of good quality. Whenever any material, apparatus, equipment or process is indicated or specified by patent or proprietary name or by name of manufacturer, the name so indicated or specified shall be deemed to be used for the purpose of facilitating the description of the item desired. Contractor may offer any material, apparatus, equipment or process which considers equal in every respect to the item specified; provided, however, if the material, apparatus, equipment or process offered by Contractor is not, in Owner's opinion, substantially equal in every respect to the item specified, then Contractor shall furnish such material, apparatus, equipment or process as indicated or specified or one which is, in Owner's opinion, the substantial equal of the item specified. On demand Contractor, at its own expense, shall furnish to Owner information or data concerning the material, apparatus, equipment or process offered by it as equal and as a substitute for that indicated or specified by name and if Owner shall so require Contractor, at its own expense, shall have such material, apparatus, equipment or process tested under Owner's direction as to its quality, strength, physical, chemical or other characteristics by a test laboratory specified by Owner. Machinery, equipment, materials or articles substituted by Contractor without Owner's approval shall be subject to subsequent rejection.

(d) All material shall be stored in such manner as will prevent deterioration or damage and as will allow easy access for inspection and identification.

16. **SCHEDULES AND ESTIMATES:**— (a) Upon request of Owner Contractor