



**Department of Energy**  
Richland Operations Office  
P.O. Box 550  
Richland, Washington 99352

**MAY 18 2009**

Ms. Muriel Sorensen

Dear Ms. Sorensen:

**FREEDOM OF INFORMATION ACT REQUEST (FOI 2009-0046)**

Your Freedom of Information Act (FOIA) request dated May 14, 2009, was received in this office on May 18, 2009. In that letter you requested 13 historical Hanford Site contracts and subcontracts.

In addition, you requested a waiver of fees. The FOIA provides that "[d]ocuments shall be furnished without any charge or at a charge reduced below the fees established under clause (ii) if disclosure of the information is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requester." See 5 U.S.C. 552(a)(4)(A)(iii). The DOE has implemented this statutory standard for fee waivers or reduced fees in its FOIA regulation at Title 10, Code of Federal Regulations (CFR), Section 1004.9(a)(8).

Although you have requested a waiver of fees, you have not addressed the criteria established in that section. The regulation sets forth the following pertinent factors that are considered by the agency in applying the criteria:

- (1) The subject of the request: Whether the subject of the requested records concerns "the operations or activities of the government;"
- (2) The informative value of the information to be disclosed: Whether the disclosure is "likely to contribute" to an understanding of government operations or activities;
- (3) The contribution to an understanding by the general public of the subject likely to result from disclosure, taking into account your ability and intent to disseminate the information to the public in a form that can further understanding of the subject matter; and
- (4) The significance of the contribution to public understanding: Whether the disclosure is likely to contribute "significantly" to public understanding of government operations or activities.

Ms. Muriel Sorensen

-2-

MAY 18 2009

If you would like your request for a fee waiver to be considered, please provide additional information that addresses all the above factors to me by May 26, 2009. A decision about a waiver of fees or reduced fees will be made after receipt of the information. If additional information is not received from you by that date, we will consider your request for a waiver withdrawn.

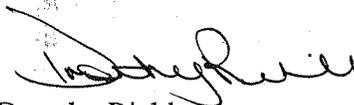
For purposes of assessment of fees, you have been categorized under 10 CFR 1004.9(b)(4), as an "other" requester. In this category, you are entitled to two free hours of search time and 100 pages of duplication at no cost.

The request has been sent to the Records Holding Area to conduct a search of its files for responsive documents. Upon completion of the search and the review of any documents located, you will be provided a response in accordance with the category to which you have been designated for purposes of assessment of fees.

A search for more than two hours will be conducted and more than 100 pages will be duplicated after (1) we have reviewed any additional information that you provide and have made a determination on your fee waiver request; or (2) you have provided us an assurance to pay any estimated processing fees.

If you have any questions regarding your request, please contact me on (509) 376-6288.

Sincerely,



Dorothy Riehle  
Freedom of Information Act Officer  
Office of Communications  
and External Affairs

OCE:DCR



**Department of Energy**  
Richland Operations Office  
P.O. Box 550  
Richland, Washington 99352

Certified Mail

June 3, 2009

Ms. Muriel Sorensen

Dear Ms. Sorensen:

**FREEDOM OF INFORMATION ACT REQUEST (FOI 2009-0046)**

Your Freedom of Information Act (FOIA) request dated May 14, 2009, was received in this office on May 18, 2009. In that letter you requested 13 historical Hanford Site contracts and subcontracts. Each item of your request is restated below and followed by our response:

1. W-7412-ENG-1 (RPG-53 ½) OLYMPIC COMMISSARY.

Pages of the contract that were located are enclosed. A complete copy of the contract may be located at the National Archives. Information on how to request documents from that agency are available on the Internet at: <http://www.archives.gov/southeast/>

2. 7412-ENG-1 (RPG-1451 ½) MORRISON-BECHTEL-MCCONE.

We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found.

3. PHX-13693 – MORRISON KNUDSEN CO., INC. (SUBCONTRACT UNDER DUPONT).

We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found. However, in our search we located two partial subcontracts held by Morrison-Knudsen Company shared with another subcontractor. Pages of the contract that were located are enclosed. A complete copy of the contracts may be located at the National Archives. Information on how to request documents from that agency are available on the Internet at: <http://www.archives.gov/southeast/>

4. W-31-109-ENG-52 (G-110, C-112) – WESTERN PIPE & STEEL CO. SAN FRANCISCO.

We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found.

5. W-7412-ENG-1 (RPG-78 ½) CHICAGO BRIDGE & IRON COMPANY.

Pages of the contract that were located are enclosed. A complete copy of the contract may be located at the National Archives. Information on how to request documents from that agency are available on the Internet at: <http://www.archives.gov/southeast/>

6. AT (45-1)-1676 – UNION MACHINE WORKS.

We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found.

7. W-7412-ENG-1 (RPG-4339) – JONES ET AL.

We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found.

8. W-7412-ENG-1 (RPG-4337) – JONES ET AL.

We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found.

9. W-7412-ENG-1 (RPG-403) – JONES ET AL.

Pages of the contract that were located are enclosed. A complete copy of the contract may be located at the National Archives. Information on how to request documents from that agency are available on the Internet at: <http://www.archives.gov/southeast/>

10. W-7412-ENG-1 (G-133) – JONES ET AL.

We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found.

11. RPG-5812 – ALUMINUM COMPANY OF AMERICA and RPG-4061 ½ -  
ALUMINUM COMPANY OF AMERICA.

We have conducted a thorough search and were unable to locate either contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found.

12. AT (45-1)-517 – KAISER STEEL COMPANY.

Our records indicate this contract was with Keleket X-Ray Corporation. We have conducted a thorough search and were unable to locate this contract. This search was conducted by those within the agency who are most familiar with the subject area of your request, in locations where documents would most likely be found

13. JAJ-1520 – AMERICAN BRIDGE.

As provided by the FOIA, you fall under a fee category which entitles you to two hours of search time. All search time has been exhausted for your request. To conduct a search for this contract, search time is estimated at approximately two hour @ \$37.80/hour. You will be responsible for search time whether documents are located or not. Therefore, before we can proceed we need authorization from you to pay such costs. If we do not hear from you with an authorization to be pay fees within seven days, we will consider your request withdrawn. For your information, our records indicate this contract does not fall within the DuPont or GE time range.

In your original request, you requested a waiver of fees for any information provided to you. We responded in a letter dated May 18, 2009, and denied your request until you were able to provide us with further information that would indicate a fee waiver is justified. You responded on May 25, 2009, stating that you would be posting the information on a website for which survivors from the Hanford facility will be able to look to see if their loved ones' employment at Hanford appears on the list.

According to the Department of Justice fee waiver policy guidance, fee waiver requests must satisfy a four prong test to qualify as being in "public interest." Prong three states, "the disclosure must contribute to the understanding of the public at large, as opposed to the individual understanding of the requester or a narrow segment of interested persons."

It does not appear that disclosure of the requested records will add to the public understanding of the agency and its operations or primarily benefit the public. Any benefit which the general public might derive from the disclosure of the records and the waiver of fees would be, at best, indirect and speculative. National Treasury Employees Union v. Griffin, 811 F2d 644 (D.C. Cir. 1987). Therefore, your request for a fee waiver is denied.

Ms. Muriel Sorensen

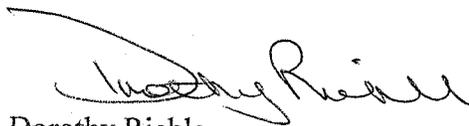
-4-

June 3, 2009

The undersigned individual is responsible for this determination. You have the right to appeal to the Office of Hearings and Appeals, as provided in 10 CFR 1004.8, for the adequacy of our search or for the denial of our request for a waiver of fees. Any such appeal shall be made in writing to the following address: Director, Office of Hearings and Appeals (HG-1), U.S. Department of Energy, L'Enfant Plaza Building, 1000 Independence Avenue SW, Washington, D.C. 20585-1615, and shall be filed within 30 days after receipt of this letter. Should you choose to appeal, please provide this office with a copy of your letter.

If you have any questions regarding your request, please contact me on (509) 376-6288.

Sincerely,



Dorothy Riehle  
Freedom of Information Act Officer  
Office of Communications  
and External Affairs

OCE:DCR

Enclosures

*Extra*

Sub-Contract No. RPG-53½  
Principal  
Contract No. W-7412 eng.-1

REPOSITORY National Archives - Atlanta  
~~Accession 4NS-826-...~~  
COLLECTION Series 16  
BOX No. F-113  
FOLDER PRG-401 W-7412-ENG-1

P. O. No. RPG-53½

**FIXED FEE**

**CONSTRUCTION SUBCONTRACT**

**WAR DEPARTMENT**

CONTRACTOR:	E. I. du PONT de NEMOURS & COMPANY Wilmington, Delaware
SUBCONTRACTOR	OLYMPIC COMMISSARY COMPANY Chicago, Illinois
PLACE:	HANFORD ENGINEER WORKS
ESTIMATED COST OF WORK:	\$14,000,000.00
FIXED FEE:	\$224,000.00
ESTIMATED RENTAL FEE	\$79,284.60
SUBCONTRACT FOR:	FURNISHING EQUIPMENT AND THE MANAGEMENT AND SUPERVISION OF THE COMMISSARY OPERA- TIONS AT HANFORD ENGINEER WORKS
AT:	PASCO, WASHINGTON

*Proposed changes shown in ink.  
See Page 4 + Page 8.  
HAR*

FIXED FEE

CONSTRUCTION SUBCONTRACT

THIS SUBCONTRACT, entered into this 25th day of March, 1943, by E. I. du PONT de NEMOURS & COMPANY, a corporation organized and existing under the laws of the State of Delaware, with principal offices at Wilmington, Delaware (hereinafter called "du Pont"), and OLYMPIC COMMISSARY COMPANY, a corporation organized and existing under the laws of the State of Illinois, with principal offices at Chicago, Illinois (hereinafter called the "Subcontractor");

W I T N E S S E T H :

WHEREAS, du Pont has entered into a contract (identified as Contract W-7412 eng.-1 and hereinafter called "the principal contract") with THE UNITED STATES OF AMERICA (hereinafter called the "Government"), to construct for the Government a plant in the State of Washington (hereinafter called the "Plant"); and

WHEREAS, du Pont is desirous of obtaining the services of the Subcontractor for the operation of facilities (hereinafter called the "Facilities") for feeding and housing personnel employed at said Plant; and

WHEREAS, the Subcontractor represents that it is experienced in such operations and is willing to undertake said work upon the terms and conditions set forth hereinafter,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A.

1. In carrying out its work hereunder, the Subcontractor shall until the thirty-first day of May, 1943:

(a) Assign trained personnel (including but not limited to those listed in Schedule A dated March 19, 1943, attached hereto and made a part hereof), required to operate the Facilities properly. The Subcontractor's various existing offices are to be used for recruiting and replacing personnel but because of the unusual conditions surrounding work at the Plant, du Pont agrees to assist the Subcontractor in obtaining personnel when requested by the Subcontractor.

(b) Furnish for the Facilities the necessary equipment, for kitchens sufficient to prepare food for four thousand (4,000) men, and for dining rooms and barracks sufficient to feed and house two thousand (2,000) men, the nature of such equipment and the estimated quantities thereof being set forth in equipment inventories "A" and "B", attached hereto and made parts hereof.

(c) Procure all foodstuffs and commissary and other supplies required for the Facilities.

(d) Operate the Facilities and in so doing shall comply with all applicable laws and governmental regulations.

2. Du Pont shall make available the building, or buildings at the Plant, necessary for the operation of said Facilities and shall supply, without cost to the Subcontractor, the necessary steam, water, electricity, and all equipment and supplies other than those to be procured or furnished by the Subcontractor hereunder.

B.

1. Effective as of June 1, 1943 the scope of work as set forth hereinabove shall be increased as follows:

(a) The Subcontractor shall assign such additional trained key personnel to the operations and shall provide such other personnel as may be required for the successful operation of the Facilities, and further two (2) resident camp managers and a resident comptroller of the subcontractor's organization shall be assigned to the operation on a nonreimbursable basis as hereinafter provided.

(b) The Subcontractor shall operate camp facilities for the preparation of food, dining rooms for feeding, and barracks sufficient to house twenty thousand (20,000) persons.

(c) Extend the scope of its operations to include the management and operation of recreation centers.

2. Du Pont will furnish without cost to the Subcontractor the necessary equipment for kitchens, dining rooms, barracks, and recreation centers in excess of those to be furnished by the Subcontractor under Paragraph (b), Section 1, Division A, of Article I. All equipment owned by the Government or du Pont and furnished for use by the Subcontractor shall be subject to reasonable care and shall be returned to du Pont or the Government in the same condition as it was when received by the Subcontractor less normal wear and tear and breakage.

C.

1. In the event of any conflict between any statements or provisions in the attachments made a part of this Subcontract, and the provisions of any article of this Subcontract, the provisions of the article thereof shall govern and shall be binding on the contracting parties hereto.

ARTICLE II - REIMBURSEMENT OF COSTS - RENTAL FOR EQUIPMENT - COMPENSATION

A.

1. The Subcontractor shall be reimbursed in the manner hereinafter described for its actual expenditures in the performance of work under this subcontract, when approved or ratified by the Contracting Officer, including but not limited to the following items:

(a) All wages and salaries of personnel employed by the Subcontractor in the operation of the Facilities at the site of the Plant, excluding the salaries of personnel referred to in Schedule "C" attached hereto and made a part hereof.

(b) All purchases, including transportation charges, made by the Subcontractor for the work hereunder, not including any item for which rental is to be paid to the Subcontractor as hereinafter set forth. No purchase in excess of Two Thousand Dollars (\$2,000.00) shall be made or placed without the prior approval of the Contracting Officer and du Pont.

(c) All Federal and State Social Security and Unemployment Compensation taxes applicable to salaries and wages reimbursable under paragraph (a) of this section.

(d) Rental for the equipment listed in equipment inventories

Sub-Contract No. RFG 404  
Principal  
Contract No. W-7412 eng.-1

LUMP SUM  
CONSTRUCTION SUBCONTRACT  
WAR DEPARTMENT

CONTRACTOR: E. I. du FONT de NEMOURS & COMPANY  
Wilmington, Delaware

SUBCONTRACTOR: FORD J. TRAVIS CO.  
Los Angeles, California and  
MORRISON-KNUDSEN COMPANY, INC.  
Boise, Idaho

PLACE: HANFORD ENGINEER WORKS

AMOUNT: \$2,205,700.00

SUBCONTRACT FOR: Furnishing all necessary labor,  
materials, and equipment and construct-  
ing Two Hundred Ninety (290) two family  
Housing Units consisting of One Hun-  
dred (100) two story buildings and  
One Hundred Ninety (190) one story  
buildings.

AT: PASCO, WASHINGTON

RFG-404

**National Archives - Atlanta**  
REPOSITORY Accession 4NS-326-97-08  
COLLECTION Series 16  
BOX No. F-113  
FOLDER PRG-40-W-7412-ENG-1

LUMP SUM  
CONSTRUCTION SUBCONTRACT

THIS SUBCONTRACT, entered into this 20th day of April 1943, by E. I. du PONT de NEMOURS & COMPANY, a corporation organized and existing under the laws of the State of Delaware, with principal offices at Wilmington, Delaware, hereinafter called "du Pont", and FORD J. TWAITS CO., a limited partnership consisting of FORD J. TWAITS, general partner, and EDNA M. TWAITS and JANE E. TWAITS, limited partners, with principal office at Los Angeles, California, and MORRISON-KNUDSEN COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, with principal offices at Boise, Idaho, which partnership and corporation acting jointly under this Subcontract are hereinafter called the "Subcontractor".

W I T N E S S E T H :

WHEREAS, du Pont has heretofore, entered into a contract (No. W-7412 -eng.1), hereinafter called the principal contract, with THE UNITED STATES OF AMERICA, hereinafter called the Government, to construct for the Government a plant, hereinafter called the "Plant", for the manufacture of certain chemical products at or near Pasco, Washington; and

WHEREAS, the parties have agreed that the Subcontractor shall for and in the stead of du Pont fulfill and perform such part of said principal contract, as hereinafter set forth:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The Subcontractor shall in the shortest time practicable furnish under the general supervision of du Pont the labor, materials, tools, machinery, equipment, facilities, supplies and services not

furnished by du Pont or the Government and do all things necessary for the construction and completion of the following work:

Furnish all necessary labor, materials and equipment and constructing Two Hundred Ninety (290) Two family Housing Units consisting of 100-two story buildings and 190-one story buildings; all in accordance with "Invitation for Bid and Instruction To Bidders for Village Subcontract No. I, Type A & B Units", and Subcontractor's proposal "Bid Form For Village Subcontract No. I" dated April 10, 1943, as supplemented by Subcontractor's proposals dated April 14, 1943 and April 19, 1943 all attached hereto and made a part hereof; and further in accordance with plans for "Hanford Engineer Works Village" bearing following identifications:

Architectural - Type "A" Dwelling - Sheets 1 to 5 inclusive, dated March 31, 1943.

Architectural - Type "B" Dwelling - Sheets 6 to 10 inclusive, dated March 31, 1943.

Electrical - Types "A" and "B" Dwellings - Sheets EI to E3 inclusive, dated April 1, 1943.

Heating and Plumbing - Types "A" and "B" Dwellings - Sheets HPI to HP4 inclusive, dated April 1, 1943.

and specifications entitled "Specifications For Hanford Engineer Works Village, Subcontract No. I, Two Family Units - Type A & B, E. I. du Pont de Nemours & Company", dated April 1, 1943, modified by Subcontractor's aforementioned proposals dated April 14, 1943 and April 19, 1943.

#### ARTICLE II - CHANGES - TERMINATION

(a) Subject to the approval of the Contracting Officer, du Pont may by a written order change the extent or amount of the work covered by this subcontract. If any such change causes a material increase or decrease in the amount or character of such work, an equitable adjustment shall be made, and this subcontract shall be modified in writing accordingly. If the Subcontractor and du Pont fail to agree upon an equitable adjustment of the amount of the additions or deductions hereunder, the dispute shall be determined as provided in Article V.

(b) Subject to the approval or at the direction of the Contracting Officer, du Pont shall have the right to terminate this subcontract at any time by written notice to the Subcontractor. In

*Handwritten marks and signature*

*R.P.G.*

Sub-Contract No. 409  
Principal  
Contract No. W-7412 eng. - 1

LUMP SUM  
CONSTRUCTION SUBCONTRACT  
WAR DEPARTMENT

CONTRACTOR: E. I. du PONT de NEMOURS & COMPANY  
Wilmington, Delaware

SUBCONTRACTOR: FORD J. TWAITS CO.,  
Los Angeles, California and  
MORRISON-KNUDSEN COMPANY, INC.  
Boise, Idaho

PLACE: HANFORD ENGINEER WORKS

AMOUNT: \$419,392.00 Estimated (to be determined  
in accordance with prices  
set forth herein.)

SUBCONTRACT FOR: Furnishing all necessary labor, mater-  
ials, and equipment and constructing  
all utilities, roads, and general  
grading for Plant Village.

AT: PASCO, WASHINGTON

PRG-409

**National Archives - Atlanta**  
REPOSITORY ~~Accession~~ **488-326-97-037**  
COLLECTION Series 16  
BOX No. F-113  
FOLDER PRG-401 N-7412-ENG-1

LUMP SUM

CONSTRUCTION SUBCONTRACT

THIS SUBCONTRACT, entered into this 12th day of May, 1943, by E. I. du PONT de NEMOURS & COMPANY, a corporation organized and existing under the laws of the State of Delaware, with principal offices at Wilmington, Delaware, hereinafter called "du Pont", and FORD J. TWAITS CO., a limited partnership consisting of FORD J. TWAITS, general partner, and EDNA M. TWAITS and JANE E. TWAITS, limited partners, with principal office at Los Angeles, California, and MORRISON-KNUDSEN COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, with principal offices at Boise, Idaho, which partnership and corporation acting jointly for the performance of this subcontract are hereinafter called the "Subcontractor".

W I T N E S S E T H :

WHEREAS, du Pont has heretofore, entered into a contract (No. W-7412 eng.-1), hereinafter called the principal contract, with THE UNITED STATES OF AMERICA, hereinafter called the Government, to construct for the Government a plant, hereinafter called the "Plant", for the manufacture of certain chemical products at or near Pasco, Washington; and

WHEREAS, the parties have agreed that the Subcontractor shall for and in the stead of du Pont fulfill and perform such part of said principal contract, as hereinafter set forth:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The Subcontractor shall in the shortest time practicable furnish under the general supervision of du Pont, the labor, materials,

s, machinery, equipment, facilities, supplies and services not furnished by du Pont or the Government and do all things necessary for the construction and completion of the following work:

Constructing all utilities and roads, and completing general grading for Plant Village in accordance with "Invitation for Bid and Instruction to Bidders for Village Subcontract No. 2 Utilities", and Subcontractor's proposal on "Bid Form for Village Subcontract No. 2 Utilities" dated May 8, 1943, both attached hereto and made a part hereof. Roads and streets forming area boundaries as set forth in aforementioned Invitation for Bid and necessary utilities servicing buildings adjacent to but outside of said boundaries shall be included as a part of the work hereunder. Utilities shall only be furnished to buildings shown on drawings as set forth on page 3 of aforementioned Invitation for Bid.

#### ARTICLE II - CHANGES - TERMINATION

(a) Subject to the approval of the Contracting Officer, du Pont may by a written order change the extent or amount of the work covered by this subcontract. If any such change causes a material increase or decrease in the amount or character of such work, an equitable adjustment shall be made, and this subcontract shall be modified in writing accordingly. If the Subcontractor and du Pont fail to agree upon an equitable adjustment of the amount of the additions or deductions hereunder, the dispute shall be determined as provided in Article V.

(b) Subject to the approval or at the direction of the Contracting Officer, du Pont shall have the right to terminate this subcontract at any time by written notice to the Subcontractor. In such event, settlement shall be made with the Subcontractor on an equitable basis in accordance with the terms of this Article.

#### ARTICLE III - COMPENSATION OF SUBCONTRACTOR - PAYMENT

(a) In consideration of the Subcontractor's undertakings hereunder, the Subcontractor shall receive compensation for the

Sub-Contract No. 78 1/2  
Principal  
Contract No. W-7412-eng.-1

LUMP SUM  
CONSTRUCTION SUBCONTRACT  
WAR DEPARTMENT

CONTRACTOR: E. I. du PONT de NEMOURS & COMPANY  
Wilmington, Delaware

SUBCONTRACTOR: CHICAGO BRIDGE & IRON COMPANY  
Philadelphia, Pennsylvania

PLACE: HANFORD ENGINEER WORKS

AMOUNT: \$11,475.00

SUBCONTRACT FOR: Furnishing certain replacement parts  
and all labor, and equipment necessary  
and re-erecting 75,000 gallon capacity  
elevated steel tank

AT: Pasco, Washington

RPG-781

**National Archives - Atlanta**  
REPOSITORY Accession 4NS-326-97-001  
COLLECTION Series 16  
BOX No. F-113  
PRG-401 W-7412-ENG-1

LUMP SUM

CONSTRUCTION SUBCONTRACT

THIS SUBCONTRACT, entered into this 26th day of April, 1943, by E. I. du PONT de NEMOURS & COMPANY, a corporation organized and existing under the laws of the State of Delaware, with principal offices at Wilmington, Delaware, hereinafter called "du Pont", and CHICAGO BRIDGE & IRON COMPANY, a corporation organized and existing under the laws of the State of Illinois, with principal offices at Philadelphia, Pennsylvania, hereinafter called the "Subcontractor".

W I T N E S S E T H:

WHEREAS, du Pont has heretofore, entered into a contract (No. W-7412-eng.-1), hereinafter called the principal contract, with THE UNITED STATES OF AMERICA, hereinafter called the Government, to construct for the Government a plant, hereinafter called the "Plant", for the manufacture of certain Chemical Products at or near Pasco, Washington; and

WHEREAS, the parties have agreed that the Subcontractor shall for and in the stead of du Pont fulfill and perform such part of said principal contract as hereinafter set forth:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The Subcontractor shall in the shortest time practicable furnish under the general supervision of du Pont the labor, materials, tools, machinery, equipment, facilities, supplies and services not

furnished by du Pont or the Government and do all things necessary for the construction and completion of the following work:

Furnishing certain replacement parts and erecting on du Pont foundations at the Plant one used 75,000 gallon capacity elevated steel tank in accordance with Subcontractor's proposal of April 2, 1943, and drawing referred to therein; said proposal and drawing attached hereto and made a part hereof. All erection work at the Plant shall be executed eight hours per day during the regular day time working hours Monday to Saturday, inclusive. Du Pont may authorize the Subcontractor in writing to execute the work at the Plant in excess of eight hours per day or forty-eight hours per week, in which case Subcontractor shall be compensated for such overtime worked in accordance with Article III (a) of this Subcontract.

#### ARTICLE II - CHANGES - TERMINATION

(a) Subject to the approval of the Contracting Officer, du Pont may by a written order change the extent or amount of the work covered by this subcontract. If any such change causes a material increase or decrease in the amount or character of such work, an equitable adjustment shall be made, and this subcontract shall be modified in writing accordingly. If the Subcontractor and du Pont fail to agree upon an equitable adjustment of the amount of the additions or deductions hereunder, the dispute shall be determined as provided in Article V.

(b) Subject to the approval or at the direction of the Contracting Officer, du Pont shall have the right to terminate this subcontract at any time by written notice to the Subcontractor. In such event, settlement shall be made with the Subcontractor on an equitable basis in accordance with the terms of this Article.

#### ARTICLE III - COMPENSATION OF SUBCONTRACTOR - PAYMENT

(a) In consideration of the Subcontractor's undertakings hereunder, the Subcontractor shall receive the sum of Eleven Thousand

Subcontract No. RPG-403  
Modification No. 5  
Principal Contract No. W-7412 eng.-1

*W.L.L.*  
.....  
L  
of Engineers

SUPPLEMENTAL AGREEMENT

TO

LUMP SUM

CONSTRUCTION SUBCONTRACT

WAR DEPARTMENT

CONTRACTOR:

E. I. du PONT de NEMOURS & COMPANY  
Wilmington, Delaware

SUBCONTRACTOR:

GUY F. ATKINSON COMPANY  
San Francisco, California

PLACE:

HANFORD ENGINEER WORKS

AMOUNT:

Original Subcontract Price	\$888,972.40 (Est.)
Previous Modifications (Add)	2,070,027.57
This Modification	0.00
Revised Subcontract Price	<u>\$2,958,999.97</u>

SUPPLEMENTAL AGREEMENT FOR:

Extending completion date and reducing  
percentage of retainer.

AT:

PASCO, WASHINGTON

RPG-403

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this third day of October, 1944, by and between E. I. du PONT de NEMOURS & COMPANY, a corporation organized and existing under the laws of the State of Delaware, with principal offices at Wilmington, Delaware, hereinafter called "du Pont", and GUY F. ATKINSON COMPANY, a corporation organized and existing under the laws of the State of Nevada, with principal offices at San Francisco, California, hereinafter called the "Subcontractor"

W I T N E S S E T H T H A T :

WHEREAS, on the 21st day of April, 1943, the parties hereto entered into Subcontract No. RPG-403 to Principal Contract No. W-7412 eng.-1, (which subcontract has been amended by Modifications Nos. 1, 2, 3 and 4) providing for furnishing all labor, construction equipment and certain materials, and constructing railroads, by the Subcontractor at the Hanford Engineer Works at or near Pasco, Washington: and

WHEREAS, it is found advantageous and in the best interest of the United States to modify the said subcontract for the following reasons:

To extend the completion date for the purpose of determining final quantities of work actually performed prior to March 15, 1944 and to reduce the percentage of retainer from five per cent (5%) to one per cent (1%), inasmuch as the Subcontractor's work is essentially complete, and a retained percentage of one per cent (1%) is sufficient to guarantee completion.

NOW THEREFORE, the said subcontract is modified in the following particulars but in no others:

Refer to ARTICLE I - SCOPE OF WORK, and, effective March 15, 1944, modify same to include the following:

"All field work required hereunder shall be completed on or before March 15, 1944; however, the final completion date shall be extended until such time as actual quantities of work performed prior to March 15, 1944 are determined and final payment is made."

Refer to ARTICLE III - COMPENSATION OF SUBCONTRACTOR - PAYMENT, and, effective March 15, 1944, change subparagraph (c) to read as follows:

"In making such partial payments before January 1, 1944, there shall be retained ten per cent (10%) of the estimated amount; after January 1, 1944 and until September 20, 1944, there shall be retained five per cent (5%) of the estimated amount; and after September 20, 1944 there shall be retained one per cent (1%) of the estimated amount until completion of and acceptance by du Pont of all work covered by this contract."

It is understood and agreed that all terms and conditions of sub-contract No. RPG-403, as amended by Modifications Nos. 1, 2, 3 and 4, except as modified hereby, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

/s/ F. C. Baylis

F. C. Baylis  
Richland, Washington  
(Address)

/s/ Donald K. Grant

Donald K. Grant  
662 Russ Bldg. San Francisco,  
Calif.  
(Address)

E. I. DU PONT DE NEMOURS & COMPANY

BY /s/ W. V. Krewatch

W. V. Krewatch  
Asst. Field Project Manager

GUY F. ATKINSON COMPANY

BY /s/ Geo. H. Atkinson

Geo. H. Atkinson, President  
662 Russ Bldg., San Francisco 4, Calif.

(Business Address)

Order No. RPG-403  
Alteration No. 15  
Subcontract No. RPG-403  
Modification No. 5

APPROVED:

/s/ F. T. Matthias

F. T. MATTHIAS  
COL., CORPS OF ENGINEERS  
AREA ENGINEER

*Interlog*

Sub-Contract No. 403  
Principal  
Contract No. W-7412 eng.-1

LUMP SUM  
CONSTRUCTION SUBCONTRACT  
WAR DEPARTMENT

CONTRACTOR: E. I. du PONT de NEMOURS & COMPANY  
Wilmington, Delaware

SUBCONTRACTOR: GUY F. ATKINSON COMPANY  
San Francisco, California

PLACE: HANFORD ENGINEER WORKS

AMOUNT: \$888,972.40 (Estimated - to be de-  
termined in accordance  
with unit prices set  
forth herein)

SUBCONTRACT FOR: Furnishing all labor, construction  
equipment, and certain materials, and  
constructing railroads.

AT: PASCO, WASHINGTON

PPG-403

**National Archives - Atlanta**  
REPOSITORY Accession 4NS-326-97-037  
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COLLECTION \_\_\_\_\_  
BOX No. F-113  
FOLDER PPG-401 W-7412-ENG-1

Furnish all labor, construction equipment, and certain materials, and construct all railroad grading and trackwork as set forth in "Invitation For Bid and Instructions To Bidders For Railroads" and Subcontractor's proposal "Bid Form For Railroads" dated April 16, 1943, all attached hereto and made a part hereof; and further in accordance with plans furnished by du Pont. Du Pont may inspect all work performed and furnished by Subcontractor.

#### ARTICLE II - CHANGES - TERMINATION

(a) Subject to the approval of the Contracting Officer, du Pont may by a written order change the extent or amount of the work covered by this subcontract. If any such change causes a material increase or decrease in the amount or character of such work, an equitable adjustment shall be made, and this subcontract shall be modified in writing accordingly. If the Subcontractor and du Pont fail to agree upon an equitable adjustment of the amount of the additions or deductions hereunder, the dispute shall be determined as provided in Article V.

(b) Subject to the approval or at the direction of the Contracting Officer, du Pont shall have the right to terminate this subcontract at any time by written notice to the Subcontractor. In such event, settlement shall be made with the Subcontractor on an equitable basis in accordance with the terms of this Article.

#### ARTICLE III - COMPENSATION OF SUBCONTRACTOR - PAYMENT

(a) In consideration of the Subcontractor's undertakings hereunder, the Subcontractor shall receive compensation for the performance of the work and services authorized herein on the basis of unit prices and methods of measurement set forth in aforementioned Invitation For Bid and Bid Form attached hereto and made a part hereof. It is estimated that the total cost of the construction work