

or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be with- [21] held for the use and benefit of the Government; *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325 and 328, relating to hours of labor, as in part modified by the provisions of Section 593 of Public Act No. 781, 76th Congress, approved September 9, 1910, relating to compensation for overtime."

1. A new Article, number XX, is added and shall read as follows:

"ARTICLE XX- *Loading and Unloading Railway Cars*. The contractor shall load promptly all railroad cars furnished for loading upon his order and shall unload from railroad cars promptly upon arrival all shipments consigned to him and shall provide storage facilities and other facilities necessary for these purposes; and the contractor shall not order railway cars for loading unless they can be loaded promptly and shall not cause or permit shipments to be consigned to him unless they can be unloaded from railroad cars promptly upon arrival."

End of Appendix "D"

Revised 9/25/40

40/1538

[1] ARMY PEARL HARBOR BOARD EXHIBIT No. 46-A

600.1 (Haw. Dept. Airfields) 62/3

RESTRICTED

Contract No. W-414-eng-602

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 22d day of March, 1941, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and The Hawaiian Constructors, a joint venture, composed of W. E. Callahan Construction Company, a Nebraska corporation; Gunther & Shirley Company, a Nebraska corporation, and Rohl-Connolly Company, a Nevada corporation, joint contractors and co-adventurers, hereinafter called the contractor, WITNESSETH That:

WHEREAS, On the 20th day of December, 1940, the parties hereto entered into contract No. W-414-eng-602 for the performance of work therein described at locations within the Territory of Hawaii, hereinafter referred to as the said contract; and

WHEREAS, It is found advantageous and in the best interests of the United States to modify the said contract so that construction work and services, more particularly hereinafter described, in addition to that covered by the said contract, may be performed for the benefit of the National Defense; and

WHEREAS, The work and services to be performed by this Supplemental Agreement are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. Eng-602 P99A-0540.063-N, the available balance of which is \$1,667,000, and to Procurement Authority No. Eng-716 P99A-0540.062-N, the available balance of which is \$283,880.

[2] Now, THEREFORE, The said contract is hereby modified in the following particulars, but in no others:

1. The contractor agrees, for and in consideration of the fixed fee being increased as hereinafter provided, to perform the work and services (in addition to that covered by the said contract) described in Schedules A and B herein and made a part hereof.

2. The estimated total cost of the work and services covered by this Supplemental Agreement is approximately \$1,671,000, exclusive of the contractor's fee for said work and services. The estimated total cost set forth above is based upon field data now available and agreed to by both the Government and the contractor.

3. The fixed fee stated in the said contract shall be increased in the amount of sixty-nine thousand dollars (\$69,000), which shall cover all the work and services irrespective of the cost thereof.

4. The work shall be done in conformity with the provisions of the War Department Construction policy dated June 15, 1940, File AG 600-12 (6-15-40) M-D-M, and its supplements.

5. Work to be done shall be undertaken immediately after receipt by the contractor of notice to proceed. The work shall be prosecuted with faithfulness and energy and shall be completed as follows:

(a) Temporary housing construction and facilities as described in Schedule A within sixty (60) calendar days from date of notice to proceed.

(b) Bomb storage magazines and facilities as described in Schedule B within one hundred (100) calendar days from date of notice to proceed.

[3] 6. Minor changes in structures and facilities as may be found necessary in the interest of economy or required due to climatic conditions may be directed by the contracting officer without additional compensation to the contractor.

7. The work as described in Schedules A and B shall be in accordance with applicable paragraphs of the Standard Specifications of the Quartermaster General (Construction Division) for similar items.

THIS SUPPLEMENT AGREEMENT shall be subject to the approval of the Under Secretary of War.

[4] *Schedule "A"*

*Construction for Increase in Air Corps. Hawaiian Department, Consisting of Temporary Housing Construction and Facilities To Be Located in Territory of Hawaii as Directed by the Contracting Officer*

Item	Size, Feet	Plan No. 700-	Capacity	Total Req'd
1. Barracks, Air Corps.....	29 x 80.....	1165	63	23
2. Barracks, Service Tr.....	29 x 80.....	1165	63	29
3. Mess, E. M.....	25 x 108.....	1116	250	3
4. Mess, E. M.....	82 x 160.....	1331	500	1
5. Mess, E. M.....	130 x 138.....	1325	1,000	2
6. Mess, Officers.....	25 x 72.....	1127	118	2
7. Mess, Officers.....	25 x 93.....	1127	170	1
8. Mess, Officers.....	25 x 114.....	1127	250	1
9. Day Rooms, AC, E. M.....	25 x 72.....	1110	250	7
10. Day Rooms, Ser. Tr. E. M.....	25 x 72.....	1110	250	5
11. Officers Quarters.....	30 x 146.....	1257	40	14
12. AC Operations Bldgs. A-12.....	25 x 108.....	397	38 Clerks	13
13. AC Utilities Shp SP-8.....	25 x 99.....	316		1
14. AC Utilities Shp SP-11.....	25 x 141.....	318		1
15. AC Mtncs Shed SD-8.....	28 x 90.....	312		1
16. Adm. Bldgs. Sqs. A-8.....	25 x 72.....	251	22 Clerks	6
17. Adm. Bldgs. Gp. A-22.....	25 x 63.....	253		3
18. AC Unit Adm. & Sup.....	25 x 78.....	377		7
19. AC Hangar Annex.....	25 x 99.....	316		8
20. AC Warehouse SH-9.....	25 x 108.....	322		1
21. Infirmary I-4.....	25 x 111.....	282		2
22. Service Warehouses SH-13.....	60 x 153.....	324		6
23. Ordnance Rep. Shop SP-6.....	25 x 39.....	315		3
24. QM & Ord. Paint & Oil Storage SP-13.....	25 x 36.....	319		4
25. Motor Repair Shop SP-2 (1-AC, 1-QM).....	37 x 84.....	314		4
26. Utilities Rep. Shop.....	25 x 45.....	3154		1
27. QM Utilities Shop SP-9.....	25 x 129.....	316		1
28. Med. Warehouse SH-8.....	25 x 54.....	322		1
29. Ord. Storehouse SH-8 (bomb sand loading).....	25 x 54.....	322		3
30. S. A. & Bomb Stor. Mag.....	24 x 60.....	289		6
31. S. A. & Bomb Stor. Mag.....	20 x 20.....	M-2 289		8
32. QM Oil Storage SH-11.....	25 x 54.....	M-1 323		1
33. Vehicle Gasoline Station GOS-2 (With pump) (1-A.C., 1-Q.M.).....	22 x 35.....	365		4
34. Radio Rep. Shop SH-9.....	25 x 108.....	322		3
[5]				
35. Adm. Bldgs. Ser. A-12.....	25 x 108.....	397		4
36. Photo Lab. Extension.....	25 x 100.....	282		1
37. Fire Station F-2.....	44 x 97.....	Modified 277		1
38. Guard House GH-2.....	25 x 66.....	260.1		1
39. AC Tech. Schools A-12.....	25 x 108.....	397		4
40. Commissary SH-18.....	60 x 153.....	326		1
41. Post Office PO-1.....	25 x 87.....	298		2
42. Post Exchange E-3.....	37 x 99.....	297	3000	1
43. Post Exchange E-2.....	37 x 63.....	297	1000	2
44. Post Exchange Whse SH-9.....	25 x 108.....	322		1
45. Recreation Bldg. RB-1.....	37 x 99.....	310		3
46. Bakery, Bak-2.....	34 x 108.....	255		1
47. Utilities to serve above bldgs.				

[6]

## Schedule "B"

Construction of Bomb Storage Magazines and Facilities in the Territory of Hawaii to be Located as Directed by the Contracting Officer

Item No.	Item	Unit	Quantity
1.....	New Fence.....	Lin. Ft.....	3,410
2.....	Fence (Relocated).....	" ".....	2,075
3.....	Railroad.....	" ".....	7,510
4.....	Road Surfacing.....	Sq. Yds.....	16,785
5.....	Excavation (Roads & Railroads).....	Cu. Yds.....	142,074
6.....	Ten (Igloo Type) Magazines.....	Each.....	10

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

THE UNITED STATES OF AMERICA,

By Warren T. Hannum,

WARREN T. HANNUM,

Contracting Officer,

Colonel, Corps of Engineers,

Division Engineer.

HAWAIIAN CONSTRUCTORS.

Contractor,

By Paul Grafe,

PAUL GRAFE,

71½ W. Olympic Blvd.,

(Business Address) Los Angeles, Calif.

Witnesses to signature of contractor:

WALTER PINKUS,

Off. of the Ch. of Engr., Wash., D. C.

1229 Noyes Drive,

Silver Spring, Md.

(Address)

Approved: Mar 25, 1941.

Robert P. Patterson,

ROBERT P. PATTERSON,

Under Secretary of War.

Approval recommended: Mar 24, 1941.

J. L. Schley,

J. L. SCHLEY,

Major General,

Chief of Engineers.

## AFFIDAVIT

DISTRICT OF COLUMBIA

City of Washington, ss:

Paul Grafe, being first duly sworn, deposes and says:

That he is authorized and empowered to execute any and all contracts for construction work, and modifications and amendments thereto, in connection with such work in the Territory of Hawaii, by signing the name Hawaiian Constructors, by Paul Grafe (the said Hawaiian Constructors being a joint venture composed of W. E. Callahan Construction Company, a Nebraska Corporation; Gunther & Shirley Company, a Nebraska Corporation, and Rohl-Connolly Co., a Nevada Corporation, joint contractors and co-adventurers) with the same effect and efficacy as if the same were executed by each and all of the said co-adventurers; that the Hawaiian Constructors is about to enter negotiations with the United States for the following work: Construction for increase in air corps consisting of temporary housing and facilities and construction of bomb storage magazines and facilities, in the Territory of Hawaii; that he did not nor has any of the joint adventurers, or any officer or member of the said joint adventurers employed any person, either directly or indirectly, to solicit or secure a contract or supplemental agreement for the above described work or services upon any agreement for a commission, percentage, brokerage, or contingent fee; that all information and data submitted by them to the United States incident to

the above mentioned negotiations are accurate and true to the best of his knowledge and belief. Furthermore, that in event the aforementioned contract or supplemental agreement is awarded to any of the above firms, no part of the fixed-fee given as compensation therefor shall be paid to any persons, firm or corporation for soliciting or assisting in any manner whatsoever in securing this contract.

HAWAIIAN CONSTRUCTORS,  
*Contractor.*

By Paul Grafe,  
PAUL GRAFE.

Subscribed and sworn to this 22d day of March 1941.  
My commission expires the 14th day of March 1946.

CHARLES B. EBBECKE,  
*Notary Public.*

ARMY PEARL HARBOR BOARD EXHIBIT No. 46B

[RESTRICTED]

Contract No. W-414 eng 602

[1] 600.1 (How. Dept. Affairs) 75/3

SUPPLEMENTAL AGREEMENT No. 2

This supplemental agreement entered into this 15th day of May, 1941, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and The Hawaiian Constructors, a joint venture, composed of W. H. Calhoun Construction Company, a Nebraska corporation, Gensler & Shirley Company, a Nebraska corporation, and Roll-Gonsky, a Nevada corporation, joint contractors and adventurers, hereinafter called the contractor, WYKONAHU TANI:

WHEREAS, On the 29th day of December, 1940, the parties hereto entered into Contract No. W-414-eng-602 for the performance of work therein described as located within the Territory of Hawaii, hereinafter referred to as the said contract, and

WHEREAS, On the 22nd day of March, 1941, the parties hereto executed a supplemental agreement modifying said contract, in order to provide for additional construction work and services, which supplemental agreement is hereinafter referred to as the first Supplemental Agreement; and

WHEREAS, It is found advantageous and in the best interests of the United States to modify the said contract as modified by said first Supplemental Agreement so that construction work and services, more particularly hereinafter described, in addition to that covered by the said contract as modified by said first Supplemental Agreement, may be performed for the benefit of the National Defense; and

WHEREAS, The work and services to be performed by this Supplemental Agreement hereinafter referred to as the Second Supplemental Agreement are authorized by, and for the purposes set forth in, and are chargeable to, Procurement Authorities which, with the available balances are listed below:—

- (a) Procurement Authority No. SC 140 196A-0005-01, the available balance of which is \$150,000.00.
- (b) Procurement Authority No. CAW 131 196A-1210-N, the available balance of which is \$30,400.00.
- (c) Procurement Authority No. CAC 126 196A-1210-01, the available balance of which is \$7,258.00.
- (d) Procurement Authority No. CAC 128 196A-1294-01, the available balance of which is \$5,212.00.
- (e) Procurement Authority No. Reg. 512 196A-0540,068-N, the available balance of which is \$150,000.00.
- (f) Procurement Authority No. Reg. 750 196A-0540,067-N, the available balance of which is \$221,000.00.
- (g) Procurement Authority No. Reg. 754 196A-0540,067-N, the available balance of which is \$138,600.00.