

entire highway surface shall be replaced to provide a surface across the tracks equal to that existing prior to any work being performed under this contract. After the base course has been reconstructed it shall be surfaced with asphaltic concrete wearing surface satisfactory to the contracting officer.

5 09. *Crossing tracks of other ownership.* The contractor shall reconstruct the trackage of other ownership at the location where the main load track specified crosses such track. The track shall be removed and reconstructed to the alignment, dimension, section and grade as shown on the drawing. All materials removed from the existing trackage shall be incorporated in the reconstruction of the crossed track. Materials unsuitable for use in reconstruction shall be removed and disposed of as directed by the contracting officer, and new materials necessary for proper installation as herein specified shall be provided and installed.

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ARMY PEARL HARBOR BOARD EXHIBIT NO. 46C

Contract No. W-414-eng-602  
Supplemental Agreement No. 3

[Stamped:] Chief of Engineers. Jun 30 1941.  
600.1 (Hawaiian Dept. Airfields)-99/2

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 22nd 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 Hawaiian Constructors, a joint venture consisting 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, and Ralph E. Woolley, an individual operating as Ralph E. Woolley, of the City of Honolulu, in the Territory of Hawaii, hereinafter called the contractor, WITNESSETH That:

WHEREAS, On the 20th day of December, 1940, the Government and Hawaiian Constructors entered into Contract No. W-414-eng-602, for the construction of works of National Defense at locations within the Hawaiian Islands, which contract was subsequently modified by Supplemental Agreements entered into March 22, 1941, and May 5, 1941, hereinafter referred to as the first Supplemental Agreement and Supplemental Agreement No. 2, respectively, and

WHEREAS, It is found advantageous and in the best interests of the United States to modify the said contract, as modified by the said first Supplemental Agreement and Supplemental Agreement No. 2, for the following reasons: The skill, experience and resources of an additional general and building contractor can be advantageously used in expediting the construction of works of National Defense in the Hawaiian Islands;

Now, THEREFORE, The said contract, as modified by the said first Supplemental Agreement and Supplemental Agreement No. 2, is hereby further modified in the following particulars, but in no others:

[2] Ralph E. Woolley, General and Building Contractor, operating as an individual of the City of Honolulu, Territory of Hawaii, is joined as coadventurer with W. E. Callahan Construction Company, a Nebraska Corporation, Gunther & Shirley Company, a Nebraska Corporation, and Rohl-Connolly Company, a Nevada Corporation, to constitute a joint venture and to act both jointly and severally, under the name of Hawaiian Constructors, as contractor in the performance of the said Contract.

THIS SUPPLEMENTAL AGREEMENT shall be subject to the favorable recommendation of the Chief of Engineers and approval of the Under Secretary of War.

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

Witnesses :

B. L. Robinson,  
B. L. ROBINSON,  
Major, Corps of Engineers,  
Executive Assistant.

Neoma Foster  
NEOMA FOSTER

Neoma Foster  
NEOMA FOSTER

Approval recommended Jul 3, 1941.

Approved Jul 8, 1941.

THE UNITED STATES OF AMERICA  
By Theodore Wyman, Jr.,  
THEODORE WYMAN, JR.,  
Lt. Col., Corps of Engineers,  
District Engineer,  
Contracting Officer.

HAWAIIAN CONSTRUCTORS (Contractor)  
By Paul Grafe,  
PAUL GRAFE,  
Honolulu, T. H.  
Ralph E. Woolley,  
RALPH E. WOOLLEY,  
Contractor,  
Honolulu, T. H.

J. L. Schley,  
J. L. SCHLEY,  
Major General,  
Chief of Engineers.

Robert P. Patterson,  
ROBERT P. PATTERSON,  
Under Secretary of War.

AFFIDAVIT

TERRITORY OF HAWAII,  
City of Honolulu, ss:

RALPH E. WOOLLEY, being first duly sworn, deposes and says:

That he is a General Contractor operating as an Individual, of the City of Honolulu, Territory of Hawaii; that his firm is about to enter negotiations with the United States for joining as a coadventurer with the coadventurers now doing business as the Hawaiian Constructors in the performance of Contract No. W-414-eng-602, for construction of works of National Defense in the Hawaiian Islands on a cost-plus-a-fixed fee basis; that he did not nor has any member of his firm employed any person, either directly or indirectly, to solicit or secure a commission, percentage, brokerage, or contingent fee; that all information and data submitted by him 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 his firm is joined as coadventurer under the said contract, no part of the fixed-fee given as compensation therefor shall be paid to any person, firm or corporation for soliciting or assisting in any manner whatsoever in securing a part in this contract.

By Ralph E. Woolley,  
RALPH E. WOOLLEY.

Subscribed and sworn to this 21st day of June 1941.

My commission expires the 30th day of June 1941.

[SEAL]

Wm. Austin Cottrell,  
WM. AUSTIN COTTRELL,  
Notary Public, 1st Judicial Circuit,  
Territory of Hawaii.

Certificate

The undersigned do hereby certify that subject to the approval and consent of the United States, that RALPH E. WOOLLEY, of Honolulu, T. H., has by mutual agreement of the undersigned, been made a member of the joint venture, Hawaiian Constructors, the contractor under Contract No. W-414-eng-602, and that Hawaiian Constructors is now composed of all the undersigned, each having a participating share in the benefits and obligations thereof, all as of the date of its inception.

The undersigned do hereby further certify that Paul Grafe has been and is hereby duly authorized by each and all of the undersigned to act alone, either in person or by or through any other person or persons by him duly authorized in writing, in all matters for the joint venture, in the name of Hawaiian Constructors, including the execution of contracts with the United States, either modifying said Contract No. W-414-eng.-602 or new contracts for additional or new construction work, the making of subcontracts, contracts for the purchase or materials and supplies, contracts for the purchase or rental of equipment, the employment of assistants and workmen, the opening of bank accounts, the endorsement of checks for deposit in and the writing of checks for the withdrawal of funds from such bank accounts for any purpose, the signing of estimates and certificates, and the execution of any and all other documents and the performance of any and all other acts and deeds in the name of Hawaiian Constructors, as he, Paul Grafe, may determine in his sole discretion to be for the best interests of the undersigned, with the same legal effect as if the same were executed by each and all of the undersigned joint venturers.

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 B. L. Robinson,  
 B. L. ROBINSON,  
*Lt. Col., Corps of Engineers,*  
*Contracting Officer.*  
 HAWAIIAN CONSTRUCTORS,  
*Contractor.*

By H. P. Benson,  
 H. P. BENSON,  
*Attorney-in-fact,*  
*Honolulu, T. H.*

Witnesses to signature of contractor :

Matilda S. Demmert,  
 MATILDA S. DEMMERT,  
*Seaside, Honolulu, T. H.*

Bruce Gentry,  
 BRUCE GENTRY,  
*Pleasanton Hotel, Honolulu, T. H.*

Dated this 27th day of May 1941.

[CORPORATE SEAL]  
 Attest:  
 IRMA DICKEY, *Secretary.*

ROHL-CONNOLLY Co.  
 By T. E. Connolly,  
 T. E. CONNOLLY

[CORPORATE SEAL] W. E. CALLAHAN CONSTRUCTION COMPANY,  
 Attest: By Paul Grafe

H. L. CAMPBELL, *Asst. Secy.* PAUL GRAFE

[CORPORATE SEAL] GUNTHER & SHIRLEY COMPANY,  
 Attest By J. P. Shirley  
 J. P. SHIRLEY, Jr., *Sec.* J. P. SHIRLEY

*President.*

Ralph E. Wooley  
 RALPH E. WOOLLEY.

Witness:  
 NEOMA FOSTER,  
*3610 Bethshan Rd., Honolulu, T. H.*

A True Copy.

P. C. Chew,  
 P. C. CHEW.  
*Chief Administrative Assistant.*

RESOLUTION

RESOLVED, that T. E. Connolly, President, J. L. Connolly, Vice-President, or Irma Dickey, Secretary, each be and any one of them acting alone is hereby authorized and empowered in so far as this corporation is concerned, to execute a certificate on behalf of this Company for delivery to the United States and to any other firms or persons who may be dealing with Hawaiian Constructors, certifying that Hawaiian Constructors is a joint venture composed of Rohl-Connolly Co., W. E. Callahan Construction Company, Gunther & Shirley Company, and Ralph E. Woolley; that Paul Grafe has been authorized to act alone,

either in person or by or through any other person or persons by him duly authorized in writing, in all matters for the joint venture, in the name of Hawaiian Constructors, including the execution of contracts with the United States, either modifying Contract No. W-414-eng.-602, or new contracts for additional or new construction work, contracts for the purchase of materials and supplies, contracts for the purchase or rental of equipment, the employment of assistants and workmen, the opening of bank accounts, the endorsement of checks for deposit in and the writing of checks for the withdrawal of funds from such bank accounts for any purpose, the signing of estimates and certificates, and the execution of any and all other documents and the performance of any and all other acts and deeds in the name of Hawaiian Constructors, as said Paul Grafe may determine in his discretion to be for the best interests of the joint venture, all with the same legal effect as if the same were executed by all of the members of the joint venture.

*Certificate*

I hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Rohl-Connolly Co., at a Special Meeting duly held on May 27, 1941, at which a majority were present.

[SEAL] IRMA DICKEY,  
*Secretary.*

A True Copy.

P. C. Chew,  
P. C. CHEW.  
*Chief Administrative Assistant.*

RESOLUTION

RESOLVED, that Paul Grafe, Vice-President of this corporation, be and he is hereby authorized and empowered in so far as this corporation is concerned, to execute a certificate on behalf of this Company for delivery to the United States and to any other firms or persons who may be dealing with Hawaiian Constructors, certifying that Hawaiian Constructors is a joint venture composed of Rohl-Connolly Co., W. E. Callahan Construction Company, Gunther & Shirley Company, and Ralph E. Woolley; that Paul Grafe has been authorized to act alone, either in person or by or through any other person or persons by him duly authorized in writing, in all matters for the joint venture, in the name of Hawaiian Constructors, including the execution of contracts with the United States, either modifying Contract No. W-414-eng.-602, or new contracts for additional or new construction work, contracts for the purchase of materials and supplies, contracts for the purchase or rental of equipment, the employment of assistants and workmen, the opening of bank accounts, the endorsement of checks for deposit in and the writing of checks for the withdrawal of funds from such bank accounts for any purpose, the signing of estimates and certificates, and the execution of any and all other documents and the performance of any and all other acts and deeds in the name of Hawaiian Constructors, as said Paul Grafe, may determine in his discretion to be for the best interests of the joint venture, all with the same legal effect as if the same were executed by all of the members of the joint venture.

*Certificate*

I hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of W. E. Callahan Construction Company, at a Special Meeting duly held on May 27, 1941, at which a majority were present.

[CORPORATE SEAL]  
A true copy.

H. L. CAMPBELL,  
*Ass't Secretary.*  
P. C. Chew,  
P. C. CHEW,  
*Chief Administrative Assistant.*

RESOLUTION

RESOLVED, that J. P. Shirley, President of this corporation, be and he is hereby authorized and empowered in so far as this corporation is concerned, to execute a certificate on behalf of this Company for delivery to the United States and to any other firms or persons who may be dealing with Hawaiian Constructors,

certifying that Hawaiian Constructors is a joint venture composed of Rohl-Connolly Co., W. E. Callahan Construction Company, Gunther & Shirley Company, and Ralph E. Woolley; that Paul Grafe has been authorized to act alone, either in person or by or through any other person or persons by him duly authorized in writing, in all matters for the joint venture, in the name of Hawaiian Constructors, including the execution of contracts with the United States, either modifying Contract No. W-414-eng.-602, or new contracts for additional or new construction work, contracts for the purchase of materials and supplies, contracts for the purchase or rental of equipment, the employment of assistants and workmen, the opening of bank accounts, the endorsement of checks for deposit in and the writing of checks for the withdrawal of funds from such bank accounts for any purpose, the signing of estimates and certificates, and the execution of any and all other documents and the performance of any and all other acts and deeds in the name of Hawaiian Constructors, as said Paul Grafe, may determine in his discretion to be for the best interests of the joint venture, all with the same legal effect as if the same were executed by all of the members of the joint venture.

*Certificate*

I hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Gunther & Shirley Company, at a Special Meeting duly held on May 27, 1941, at which a majority were present.

(SEAL)

J. P. SHIRLEY, Jr.,  
*Secretary.*

A true copy.

P. G. Chew.  
P. G. CHEW,  
*Chief Administrative Assistant.*

ARMY PEARL HARBOR BOARD EXHIBIT NO. 3D

(71)

(RESTRICTED)

(Stamped:) Office Chief of Engineers, June 30, 1941.

000.1 (Hawaiian Dept. Airfile)s-67/2

Contract No. W 414-eng-602.

SUPPLEMENTAL AGREEMENT No. 4

This supplemental agreement entered into this nineteenth day of June, 1941, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and Hawaiian Constructors, consisting of W. E. Callahan Construction Company, a Nebraska corporation, Gunther & Shirley Company, a Nebraska corporation; Rohl-Connolly Company, a Nevada corporation; and Ralph E. Woolley, an individual trading as Ralph E. Woolley of Honolulu, T. H.; constituting a joint venture and acting both jointly and severally; hereinafter called the contractor. WITNESSETH That:

WITNESSETH, On the 20th day of December, 1940, the Government and Hawaiian Constructors entered into Contract No. W-414-eng-602, for the construction of works of National Defense at locations within the Hawaiian Islands, hereinafter referred to as the said contract, and

WHEREAS, On the dates shown below the parties hereto executed supplemental agreements modifying said contract, in order to provide for additional construction work and services, and to increase the number of constructioners acting as contractor, as follows:

First supplemental agreement, dated March 22, 1941.

Supplemental agreement No. 2, dated May 2, 1941, and

Supplemental agreement No. 3, dated May 22, 1941, and

WHEREAS, It is found advantageous and in the best interests of the United States to further modify the said contract (a) in conformity with the directive of the Under Secretary of War as published in Circular Letter (Finance No. 120) (Contract No. 45), dated May 16, 1941, subject, "Requirement for Cool-Plan-A-Plan Few Contracts," and (b) so that construction work and services, more particularly hereinafter described, in addition to that covered by the said contract