

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-114-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.

(SIGNED)

J. P. SULLIVAN, Jr.,

Secretary.

A true copy.

F. G. CHOW.

F. G. CHOW.

Chief Administrative Assistant.

ARMY PEARL HARBOR BOARD EXHIBIT No. 46D

[1]

(RESTRICTED)

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

600.1 (Hawaiian Dept. Airfields)-97/2

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:

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, 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 coadventurers acting as contractor, as follows:

First supplemental agreement, dated March 22, 1941.

Supplemental agreement No. 2, dated May 5, 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. 129) (Contracts No. 45), dated May 16, 1941, subject, "Requirement for Cost-Plus-A-Fixed Fee Contracts," and (b) so that construction work and services, more particularly hereinafter described, in addition to that covered by the said contract

and supplemental agreements thereto, 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 supplemental agreement No. 4, are authorized by, are for the purposes set forth in, and are chargeable to, Procurement Authorities, which, with the available balances, are listed below:

(a) Appropriation 211/20540 (C of BU & A), 1941-1942, Procurement Authority No. Eng-812 P 99 A-0540-12, the available balance of which is \$23,900.00;

[2] (b) Appropriation 211/20540 (C of BU & A 1941-1942, Procurement Authority No. Eng-917 P 99 A-0540-12, the available balance of which is \$27,000.00;

(c) Appropriation 21X0540.035 (C of BU & A), No Year, Procurement Authority No. Eng-714 P 99 A-0540.035-N, the available balance of which is \$8,968.13;

(d) Appropriation 210/10535 (B & QA), 1940-1941, Procurement Authority No. QM 2611 P 99 A 0535-01, the available balance of which is \$2,046.00;

(e) Appropriation 211/20540 (C of BU & A), 1941-1942, Procurement Authority No. Eng-991 P 99 A-0540-12, the available balance of which is \$215,300.00; and

(f) Second Supplemental Appropriation Act, September 9, 1940, Procurement Authority No. Eng-820 P 99 A-(0540).152-N, the available balance of which is \$600,000.00 cash and in addition \$1,400,000.00 in contract authorization.

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 as modified by prior supplemental agreements) described in Schedules "A" to "G", inclusive, attached to and made a part hereof.

2. It is estimated that the cost of all the work and services covered by this supplemental agreement is \$2,080,770.00, exclusive of the contractor's fee for said work and services. The estimated cost set forth above is based upon field data now available and is agreed to by both the Government and the contractor.

3. The fixed fee stated in said contract and in said contract as modified and amended shall be increased in the amount of \$50,915.00, which shall cover all the work and services described in said contract and in said contract as modified and amended, irrespective of the cost thereof. If the funds now available are not sufficient to perform all the work and services described in said contract and in said contract as modified and amended and if any additional sum or sums become available, the contractor may be required to perform any work and services described in said contract and in said contract as modified and amended which may be necessary to complete any of the said work and services, for which the contractor shall be paid no additional fee: Provided, however, that there shall be no adjustment in the amount of the fixed fee as provided in the said contract, or in the said contract as modified and amended because of any errors and or omissions made in computing the estimated cost of the construction of the work under the said contract, or under the said contract as modified and amended, or where the actual cost varies from the estimated cost of the work provided in the said contract, or in the said contract as modified and amended.

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 [3] faithfulness and energy and shall be completed as follows:

(a) Construct two (2) chapels on the Island of Oahu, T. H., as described in Schedule "A", within sixty (60) calendar days from date of notice to proceed.

(b) Construct one (1) paint shop and storage building on the Island of Oahu, T. H., as described in Schedule "B", within sixty (60) calendar days from date of notice to proceed.

(c) Construct two hundred ten (210) wooden tent floors on the Island of Oahu, T. H., as described in Schedule "C", within forty-five (45) calendar days from date of notice to proceed.

(d) Furnish and install shelving in Air Corps Barracks Building on Island of Oahu, T. H., as described in Schedule "D", within forty-five (45) calendar days from date of notice to proceed.

(e) Construct one (1) Armament, Instrument Inspection and Adjustment Building on the Island of Oahu, T. H., as described in Schedule "E", within one hundred and twenty (120) calendar days from date of notice to proceed.

(f) Construct protective fencing and provide floodlighting for the Hawaiian Air Depot, Hickam Field, Island of Oahu, Territory of Hawaii, as described in Schedule "F", within sixty (60) calendar days from date of notice to proceed.

(g) Construct bombproof underground storage for 200,000 barrels of war reserve aviation gasoline on the Island of Oahu, Territory of Hawaii, as described in Schedule "G", within two hundred (200) calendar days from date of notice to proceed.

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" to "G", inclusive, shall be in accordance with the applicable paragraphs of Standard Specifications attached to and made a part of the aforementioned Supplemental Agreement No. 2.

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

[4]

SCHEDULE "A"

Construction of two (2) chapels at Air Corps stations to be located on the Island of Oahu, in the Territory of Hawaii, as directed by the Contracting Officer.

The chapels are to be mobilization-type buildings and construction thereof will be in general conformity with Quartermaster Corps drawings Nos. 700-1800 to 1809, inclusive, and No. 643-100, Regiment Chapel.

SCHEDULE "B"

Construction of one (1) paint shop and storage building on the Island of Oahu, in the Territory of Hawaii, as directed by the Contracting Officer.

The building shall be constructed in accordance with plans to be furnished.

SCHEDULE "C"

Construction of two hundred ten (210) wooden tent floors, each size 16' x 16', at Air Corps station(s) on the Island of Oahu, in the Territory of Hawaii, as directed by the Contracting Officer.

The work shall conform to plan to be furnished.

SCHEDULE "D"

Furnishing and installation of shelving in 600-Man Barracks Building at Air Corps station on the Island of Oahu, in the Territory of Hawaii, as directed by the Contracting Officer.

The work shall conform to plan(s) to be furnished.

SCHEDULE "E"

Construction of one (1) Armament, Instrument Inspection and Adjustment Building at Air Corps Station on the Island of Oahu, in the Territory of Hawaii, as directed by the Contracting Officer.

The work shall conform to plans and specifications to be furnished.

[5]

SCHEDULE "F"

Construction of protective fencing and floodlighting for Hawaiian Air Depot, Hickam Field, Territory of Hawaii.

The fencing and floodlighting shall conform to drawings and specifications to be furnished. The work shall consist of an eight-foot chain link fence, together with necessary poles, gates, floodlights and wiring.

SCHEDULE "G"

Construction of bombproof underground storage for 200,000 barrels of war reserve aviation gasoline on the Island of Oahu, in the Territory of Hawaii.

The work shall conform to drawings as follows and shall be of cut and cover type.

U. S. E. D. Honolulu District Drawings F-26/1 F-26/6 F-26/9 F-26/10

The work consists of the following items:

- (1) Excavation: Approximately 152,000 cu. yds.
- (2) Backfill: Approximately 92,000 cu. yds.
- (3) Concrete: Approximately 23,000 cu. yds.

- (4) Reinforcing steel: Approximately 5,500 lbs.
- (5) Structural steel: Approximately 1,000 tons.
- (6) Steel tanks installed: 4 50,000-barrel tanks.
- (7) Construction of two ethyl blending plants.
- (8) Construction of access road, railway siding, necessary fuel piping, valves, etc., service pipe line and pumping equipment to road and railroad, electric power and lighting system, fire protection equipment, water supply system, and such other minor appurtenances as are necessary to the proper functioning of the installation but not including piping and pumping equipment from deck to site of installation.
- (9) Disposal of excess spoil material and concealment of the site as directed by the contracting officer.

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

Witnesses to signature of contractors:

B. L. Robinson,
 B. L. ROBINSON,
*U. S. Engineer Office,
 Honolulu, T. H.*
 P. C. Chew,
 P. C. CHEW,
*U. S. Engineer Office,
 Honolulu, T. H.*

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

Approval recommended Jul 12 1941

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

HAWAIIAN CONSTRUCTORS
 By Paul Grafe,
 PAUL GRAFE,
Honolulu, T. H.

Approved Jul 15, 1941

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

ARMY PEARL HARBOR BOARD EXHIBIT No. 47

[Copy]

WAR DEPARTMENT,
 HEADQUARTERS, ARMY SERVICE FORCES,
 Washington, D. C., May 2, 1942.

SPAAW 201 Wyman, Jr., Theodore
 Subject: Reprimand Under 104th Article of War.
 To: Commanding General,
 Eighth Service Command.

1. It is directed that you administer a reprimand under the 104th Article of War to Colonel Theodore Wyman, Jr., now a member of your command, substantially as follows:

a. Pursuant to instructions of the Commanding General, Army Service Forces, War Department, you are hereby reprimanded under the 104th Article of War for your failure to enforce safety precautions in connection with the field operations of the Miller Construction Company and the Ocean Smith Company, which failure was in part responsible for the explosion and fire which occurred at Dawson Creek, British Columbia, on February 13, 1942.

b. Should you prefer to stand trial, under the provisions of the 104th Article of War rather than accept this reprimand, you will so indicate, by indorsement hereon, within three (3) days following receipt hereof. Should you elect to accept this reprimand in lieu of trial, no action other than to acknowledge receipt hereof need be taken by you.

2. Advise this office of your action.

By command of Lieutenant General SOMERVILLE:

/s/ Madison Pearson,
 MADISON PEARSON,
*Brigadier General, U. S. G.,
 Deputy Chief of Administrative Services.*