

(1) The following copies:
 (a) 100 copies of corrected copies for each of boards of each of cases to be covered.
 (b) 100 copies of corrected copies for each of boards of each of cases to be covered.
 (c) 100 copies of corrected copies for each of boards of each of cases to be covered.

The following copies of each of the above-mentioned cases should be made available to each of the following:

1. The Chief of Engineers, U. S. Army, Department of the Army, Washington, D. C., 20315.

2. The Chief of Engineers, U. S. Army, Department of the Army, Washington, D. C., 20315.

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3. The Chief of Engineers, U. S. Army, Department of the Army, Washington, D. C., 20315.

(1) Chief of the Staff of Engineers.

U. S. Army,
 Chief of Engineers,
 Department of the Army,
 Washington, D. C., 20315.

ARMY PEARL HARBOR BOARD EXHIBIT No. 56

[1] AFFIDAVIT OF COLONEL THEODORE WYMAN, JR. SUPPLEMENTING TESTIMONY BEFORE ARMY PEARL HARBOR BOARD

Colonel Theodore Wyman, Jr., a person subject to Military Law, appearing before me in person and being first duly sworn, deposes and says:

The following corrections should be made to the transcript of my testimony given before the Army Pearl Harbor Board on 14 September 1944:

Page 3375, line 8, the word "bridges" should be changed to "barges".

Page 3470, line 11, the phrase "not of serious occasions" should be changed to "not a series of occasions".

Page 3478, line 8, the word "light" should be deleted.

Page 3581, line 13, the name "Mr. Epsom" should be changed to "Mr. Epps".

The answer recorded as given by me on page 3539; line 16, to the effect that I did not see Mr. Rohl at the Palace Hotel is erroneous, either because of a stenographical error or because of my misunderstanding of the question when asked. I did see Mr. Rohl at the Palace Hotel with Mr. Grafe, but did not discuss the questions of whether the contract would be enlarged in scope and amount.

In view of the Board's questions on my previous appearance covering the point of when I first knew that Mr. H. W. Rohl was not an American citizen, how I discovered this fact and what I did about it, I have reviewed the files on this point to refresh my recollection. My review of these files on this point reveals an inaccuracy in my statement made [2] on page 3504, of the transcript and repeated on pages 3560, 3579, and 3580, to the effect that I "immediately" wrote the Chief of Engineers upon discovering that Mr. Rohl was not an American citizen. At the time I testified it was my recollection that I wrote the

Chief of Engineers immediately, but a review of the file indicates that I did not write this letter until August 15, 1941. Consequently I would like my answers in this regard stricken from the record and for the following statement to constitute my testimony with regard to my discovery of the fact that Mr. Rohl was not an American citizen and the action taken by me after such discovery.

The first knowledge I had that Mr. H. W. Rohl was not an American citizen was gained through the following letter dated June 2, 1941 from Hawaiian Constructors to me as District Engineer, Honolulu, T. H.:

Contract No. W-414-eng-602

JUNE 2, 1941.

THE DISTRICT ENGINEER,

U. S. Engineer Office, Honolulu, T. H.

DEAR SIR: Referring to your letter of May 7th—my answer thereto is supplemented by the following information:

1. Mr. H. W. Rohl, who owns 25% of the stock of the Rohl-Connolly Company, a member of the joint venture known as Hawaiian Constructors, was born in Germany and is not a citizen of the United States.

2. Mr. Rohl has an application for United States citizenship pending before the Naturalization Department of the U. S. Government in Los Angeles.

3. Mr. Rohl desires and intends, if permitted, to aid the United States Government in every way possible in the defense program of the present National Emergency.

[3] 4. Mr. Rohl is not employed by the Hawaiian Constructors; he is not now, nor has he been since prior to the execution of the contract, an officer or director of the Rohl-Connolly Company.

5. Mr. Rohl does not have, nor has he ever had, access to the plans or specifications for the work under this contract, nor has he participated in the contract trials; in fact, he has purposely refused to do any of these things and intends to continue to refuse in the future until he either receives U. S. citizenship, or express permission is granted to him as provided for in the Act.

Very truly yours.

HAWAIIAN CONSTRUCTORS,
/s/ Paul Grafe,
PAUL GRAFE.

This letter was written by Mr. Paul Grafe for Hawaiian Constructors in reply to a letter that I had written to Hawaiian Constructors on May 7, 1941, which reads as follows:

MAY 7, 1941.
TWJr/mlm

HAWAIIAN CONSTRUCTORS

Pier 2-A, Foot of Channel Street, Honolulu, T. H.

GENTLEMEN: Reference is made to Cost-Plus-A-Fixed-Fee Contract Eng. 602 of your company.

Your attention is invited to the following information relative to the employment of aliens on National Defense Contracts.

[4] "1. The employment of aliens by contractors on national defense contracts is not prohibited but is restricted as stated by War Department Circular No. 121, 1940, as follows:

"Protection of classified plans and specifications.—a. No aliens employed by a contractor in the performance of secret, confidential, or restricted Government contracts shall be permitted to have access to the plans or specifications, or the work under such contracts, or to participate in the contract trials, unless the written consent of the head of the Government department concerned has first been obtained, and any person who wilfully violates or through negligence permits the violation of the provisions of this subsection shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

"b. Any alien who obtains employment on secret, confidential, or restricted Government contracts by wilful misrepresentation of his alien status, or who makes such wilful misrepresentation while seeking such employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

"c. For the purpose of this section, the term *person* shall be construed to include an individual, partnership, association, corporation, or other business enterprise. Sec. II, act June 28, 1940 (Bull. 15, W. D., 1940)

"2. Should it become desirable, for any reason, that aliens be employed by contractors on contracts affected by the foregoing restriction, application should

be made through this office, requesting the written permission of the Secretary of War for such employment and stating fully the reasons therefor.

"By order of the Chief of Engineers:"

Information is requested as to whether or not any aliens are employed by your company who would come under the meaning of Section II, act June 28, 1940.

Very truly yours.

THEODORE WYMAN, JR.,
Lt. Col., Corps of Engineers,
District Engineer

[5] Prior to receiving Mr. Grafe's answer of June 2, 1941, I had already received an answer from Hawaiian Constructors, dated May 14, 1941, which reads as follows:

MAY 14, 1941.

Subject: Cost-Plus-A-Fixed-Fee Contract Eng.-602
THE DISTRICT ENGINEER,
U. S. Engineer Office,
Honolulu, T. H.

DEAR SIR: Reference is made to your letter of May 7, 1941 relating to employment of aliens by contractor on National Defense Contracts. We wish to report that to our knowledge we have no aliens employed by our company who would come under the meaning of Section II, act of June 28, 1940.

We require each man to sign an application for employment on which he states whether or not he is a citizen of the United States. If he is not a citizen we do not hire him, except that some Filipinos are hired in accordance with District Circular #4 of March 22, 1941.

Yours very truly.

HAWAIIAN CONSTRUCTORS,
/s/ R. A. Schwieger,
R. A. SCHWIEGEL.

The occasion for my writing my letter of May 7, 1941 to Hawaiian Constructors was the receipt by me on May 6, 1941 of the following Circular Letter, dated April 21, 1941, from the office of the Chief of Engineers:

[6]

4-H

WAR DEPARTMENT,
OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., April 21, 1941.

3820 (National Defense)

Re. O. & R. Chapter VII.

Circular Letter (Finance No. 104)

(Contracts No. 35)

Subject: Employment of Aliens on National Defense Contracts.

To: All Divisions and District Engineers.

1. The employment of aliens by contractors on national defense contracts is not prohibited but is restricted as stated by War Department Circular No. 121, 1940, as follows:

"Protection of classified plans and specifications.—a. No aliens employed by a contractor in the performance of secret, confidential, or restricted Government contracts shall be permitted to have access to the plans or specifications, or the work under such contracts, or to participate in the contract trials, unless he written consent of the head of the Government department concerned has first been obtained, and any person who wilfully violates or through negligence permits the violation of the provisions of this subsection shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

"b. Any alien who obtains employment on secret, confidential, or restricted Government contracts by wilful misrepresentation of his alien status, or who makes such wilful misrepresentation while seeking such employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

"c. For the purpose of this section the term *person* shall be construed to include an individual, partnership, association, corporation, or other business enterprise. Sec. II, act June 28, 1940 (Bull. 15, W. D., 1940)."

2. Should it become desirable, for any reason, that aliens be employed by contractors on contracts affected by the foregoing restriction, application should

be made through this office, requesting the written [7] permission of the Secretary of War for such employment and stating fully the reasons therefor.

By order of the Chief of Engineers:

E. E. GESLER,
Lt. Col., Corps of Engineers,
Chief, Finance Section.

41/774

It should be noted that Mr. Grafe advised in his letter of June 2, 1941 that Mr. Rohl was not employed by the Hawaiian Constructors; that he was not at that time, nor had been since prior to the execution of the contract, an officer or director of Rohl-Connolly Company. I knew, of course, that Mr. Rohl had not taken any active part in the supervision or management of the work under Contract No. 602. Therefore, the fact that he was not an American citizen was not important in connection with the administration of Contract No. 602.

Later, as the work on Contract No. 602 expanded, it was felt desirable by Hawaiian Constructors and by me that his services be utilized in connection with this work. On August 15, 1941, I received the following letter from Mr. Grafe of Hawaiian Constructors:

AUGUST 15, 1941.

THE DISTRICT ENGINEER
U. S. Engineer Office
Honolulu, T. H.

Re: PROGRESS OF NATIONAL DEFENSE PROGRAM
Contract No. W-414-Eng-602

[8] DEAR SIR: Mr. H. W. Rohl of 8519 Hollywood Boulevard, Los Angeles, California, applied in the U. S. District Court in Los Angeles on January 15, 1941, for his final citizenship papers, which have not yet been issued to him.

Mr. Rohl is one of the principal stockholders of the firm of Rohl-Connolly Company, members of the joint venture known as the Hawaiian Constructors, the contractors on Contract No. W-414-Eng-602.

Mr. Rohl is a man of outstanding ability, with good judgment, resourcefulness, and experience on construction work.

Mr. Rohl's services as an executive on work to be performed under subject contract are urgently needed to expedite the National Defense Program at this time, due to the large amount of work to be done, and the scarcity of supervisory personnel and efficient labor. Mr. Rohl has not taken any part in the performance of the work under subject contract, although anxious to do so, because, since he is not a naturalized citizen, he did not think it good policy to become associated with restricted and secret work.

It is requested that you ask the Department of Justice to give early attention to Mr. Rohl's application for citizenship, so that his valuable services will be available for this work, thus accelerating the progress of this part of the National Defense Program.

Very truly yours,

HAWAIIAN CONSTRUCTORS,
/s/ Paul Grafe,
PAUL GRAFE.

On the same date, I wrote the following memorandum to the Chief of Engineers, through the division Engineer, advising that Mr. Rohl's services would prove invaluable in prosecuting the work at hand under Contract No. 602, and requesting that the Attorney General's attention be invited to the facts with the request that action on Mr. Rohl's application for final citizenship papers be expedited.

[9]

VIA CLIPPER

WAR DEPARTMENT,
UNITED STATES ENGINEER OFFICE,
Honolulu, T. H., August 15, 1941.

ND 600.114-602

" 230

Request for Final Citizenship Papers of Mr. H. W. Rohl of Rohl-Connolly Company, San Francisco and Los Angeles, California.

THE CHIEF OF ENGINEERS,

U. S. Army,

Washington, D. C.

(Thru: The Division Engineer, South Pacific Division)

1. Mr. Paul Grafe, Attorney-in-fact for the Hawaiian Constructors, a joint venture consisting of the W. E. Callahan Construction Company, Los Angeles, California; Rohl-Connolly Company, San Francisco and Los Angeles, California; Gunther and Shirley Company, Los Angeles, California; and Mr. Ralph E. Woolley, contractor of Honolulu, prosecuting Cost-Plus-A-Fixed-Fee Contract No. W-414-Eng-602, has requested the District Engineer to bring to the attention of the Engineer Department the status of Mr. H. W. Rohl, 8519 Hollywood Boulevard, Los Angeles, California, one of the principal stockholders of the firm of Rohl-Connolly Company. Mr. H. W. Rohl has applied to the U. S. District Court at Los Angeles, California, on January 15, 1941, for his final citizenship papers which, it appears, have not been issued to date.

2. Mr. H. W. Rohl is a very skillful construction supervisor. He has personally supervised several large construction jobs for the Engineer Department under various contracts, also, other agencies of the United States. Some of the outstanding work performed by Mr. Rohl was the construction of the Los Angeles-Long Beach Detached Breakwater, the construction of the Headgate Dam and other heavy construction in the State of California. Mr. Rohl is a man of outstanding ability, and of excellent judgment and resourcefulness for the management of difficult construction work.

3. Due to the fact that part of the work being performed under Contract No. W-414-Eng-602 is of a restricted nature, and because of his alien status, Mr. Rohl has been reluctant to take any active part in the supervision or management of the work under Contract No. W-414-Eng-602; therefore, his valuable services have been lost.

4. While District Engineer at Los Angeles, California, the writer had frequent contacts with Mr. Rohl in connection with the Los Angeles-Long Beach Detached Breakwater construction and the dredging of the Los Angeles Harbor. It is the writer's opinion that Mr. Rohl's loyalty to the United States is beyond question.

[10] 5. In view of the scarcity of qualified supervisory personnel for construction work in the Hawaiian Islands, it is the District Engineer's opinion that Mr. Rohl's services would prove invaluable in prosecuting the work at hand under the above cited contract; therefore, it is recommended that the Attorney General's attention be invited to the case with a request that action on his application for final citizenship papers be expedited.

THEODORE WYMAN, JR.,
Lt. Col., Corps of Engineers,
District Engineer.

Inclosure: Ltr 8/15/41 fr
Hawn Constrs.

My recommendation in this memorandum was concurred in by the office of the Division Engineer at San Francisco through the following 1st indorsement:
Subject: Request for Final Citizenship papers of Mr. H. W. Rohl of Rohl-Connolly Company, San Francisco and Los Angeles, California.

3102 CONGRESSIONAL INVESTIGATION PEARL HARBOR ATTACK

Forts 665 (Hon) 15

1st Ind.

OFFICE, DIVISION ENGINEER,
SO. PAC. DIV.,
San Francisco, August 19, 1941.

To: The Chief of Engineers, U. S. Army, WASHINGTON, D. C.

Concurring in the views and recommendation of the District Engineer.

For and in the absence of the Division Engineer:

F. C. SCHEFFAUER,
Head Engineer.

Incl: n/c

[11] In response to this recommendation, I am advised that the office of the Chief of Engineers wrote the following letter to the office of the Attorney General on this matter:

WAR DEPARTMENT,
OFFICE OF THE CHIEF OF ENGINEERS,
Washington, August 28, 1941.

LEMUEL B. SCHOFIELD,
Special Assistant, Bureau of Immigration and Naturalization,
Office of the Attorney General, Department of Justice,
Washington, D. C.

DEAR MR. SCHOFIELD: The Hawaiian Constructors, a joint venture consisting of the W. E. Callahan Construction Co., Los Angeles, Calif.; Rohl-Connolly Co., San Francisco and Los Angeles, Calif.; Gunther & Shirley Co., Los Angeles, Calif.; and Ralph E. Woolley, contractor of Honolulu, T. H., are working on very important defense construction at Honolulu, T. H., pursuant to Engineer Corps Contract No. W-144-eng-602.

Mr. H. W. Rohl, 8519 Hollywood Boulevard, Los Angeles, Calif., one of the principal stockholders of the Rohl-Connolly Co., applied to the United States district court at Los Angeles, Calif., on January 15, 1941, for his final citizenship papers which have not, as yet, been issued. Mr. Rohl is possessed of outstanding ability, excellent judgment, and resourcefulness for the management of difficult construction work. Some of the outstanding work performed by Mr. Rohl was the construction of the Los Angeles-Long Beach detached breakwater, the construction of the Headgate Dam at Parker, Ariz., for the Indian Service, and miscellaneous dams, tunnels, and other heavy construction in the State of California. To date, Mr. Rohl's valuable services have not been available for Government defense projects because of his alien status.

The services of Mr. Rohl are of vital importance to the expeditious completion of the afore-mentioned defense construction project because of his peculiar qualifications and scarcity of qualified supervisory personnel. It is the understanding of this office that Mr. Rohl's loyalty to the United States is beyond question. It is therefore requested that the granting of Mr. Rohl's final citizenship papers be expedited.

[12] Your consideration and cooperation will be very much appreciated.
Very respectfully

JOHN J. KINGMAN,
Brigadier General,
Acting Chief of Engineers."

I was requested by the Board to determine the date on which Hawaiian Constructors actually initiated construction work under Contract No. 602. The file reveals that this date was February 5, 1941. This is shown in the attached exhibit marked Wyman Affidavit, Exhibit "J."

The Board requested that I determine who had final authority to approve drawings, plans and specifications. My research on this point reveals the following:

1. Plans prepared by the District Engineer were first submitted to the Commanding General, Hawaiian Department, for approval. Upon receipt of approval the plans, including design calculations and specifications, were transmitted to the Division Engineer in San Francisco for his approval.

2. For AWS projects certain items of equipment, such as towers, transmitter building, and power plant, were furnished by the using agency. Designs had to be held in abeyance until receipt of drawings from the using agency.

I have searched the files in the Office of the District Engineer in order to determine whether any written answer was received to my letter of January 22,

1941, written to Mr. Rohl requesting him to come to Hawaii in connection with the handling of Contract No. 602. I can find no answer. At the time I wrote this letter I did not realize that Mr. Rohl was not [13] employed by Hawaiian Constructors, nor that he was not at that time nor had been since prior to the execution of the contract, an officer or director of the Rohl-Connolly Company. I was first advised of this situation in the above quoted letter of June 2, 1941 from Mr. Grafe. I did not follow up the request in my letter of January 22, 1941 because the Hawaiian Constructors, shortly thereafter took steps to eliminate the difficulties that were being experienced in initiating work under Contract No. 602, the existence of which difficulties were the cause of my writing this letter.

The Board inquired as to who was immediately responsible for the quality and progress of work under Contract No. 602. My answer in this regard was not as complete as it should have been. This responsibility runs through the entire chain of engineering command. It begins with the selection of the contractor. Contractors are first chosen according to experience records as well as the knowledge of them possessed by contracting officer. The latter assures himself that the contractor can perform the work, both as to quality and time requirements, because he possesses finances, management, experience, plant, and personnel. A good contractor realizes his responsibility for progress and pushes the job.

The officer in immediate contact with the work is the Area Engineer. It is the Area Engineer who has the initial responsibility of checking progress and quality of work. An Area Engineer who has more than one job Engineer who is a resident on the Job. The Area Engineer and the Job Engineer are assisted by Inspectors who are chosen because of training and ability.

[14] Field Areas submit *semi-monthly* reports of progress of all items of work to the District Engineer. These reports showed the estimated percentage of work completed as originally scheduled or planned, and the *actual* percent of completion attained, with explanations of reasons for delay or of difficulties.

I offer in evidence as Exhibit "K" a sample of the monthly report for a semi-monthly period for the construction program at a station. As part of it is shown the bar diagram of progress of individual features. These reports were prescribed by instructions contained in Orders and Regulations, Corps of Engineers, Paragraphs 236 and 243, supplemented by instructions contained in Finance Circular Letter No. 225, Paragraph 21, December 9, 1940, and Circular Letter, July 24, 1941, Office of the Chief of Engineers.

Area Engineers are in constant contact with the District Office to report difficulties and seek assistance.

District Engineers carefully choose Area Engineers from men whom they know are able and vigorous operators. All District Offices have operations and/or inspection divisions whose tasks are to keep constantly in touch with the work and to inspect it both for progress and quality. Under pressure of war work most districts also had additional transportation divisions, control divisions for coordination, and expediting sections. The Honolulu District had a transportation division and a special coordinator in charge of inspection.

The next higher echelon is the Division Engineer. The Division Engineer normally receive monthly reports of operations which tell what was [15] accomplished during the month on all projects in all districts. During the war period semi-monthly reports were prescribed. (Insert here date when semi-monthly progress reports were initiated.) These reports show breakdowns for every major job into its important features. Reports show the scheduled percent of completion and the actual, with explanations and reasons for delays and difficulties. It also shows the progress expected in the next semi-monthly period. Division Engineers habitually visit all projects under them or have some of their assistants do so to the extent that the magnitude of their work permits. During the war period Division Engineers generally have so great a number of projects that they must select those projects with the highest priority or those which were suffering the most difficulties to personally inspect, leaving the others to their assistants.

The next echelon of command is the Chief of Engineers. The semi-monthly progress reports described above are transmitted to the Chief of Engineers. There the Control Section examines them minutely to determine which projects are falling behind. Those projects of chief importance which are falling behind would generally be visited at once by a special inspector. For practically every

project having fallen more than 2% behind, a special letter of explanation was required. Many times these were required by radio or telephone.

At a previous hearing I was asked, who was responsible for the "tedious process" in effect with respect to putting construction projects underway during the period from the receipt of approval of the Hawaiian Constructors contract, January 6, 1941, to December 7, 1941.

[16] These time-consuming processes were those required by law, regulations, or long established procedures. The general purposes of these laws, regulations, and long established procedures is to secure control by higher echelon and to protect the Government in expenditures as well as to insure quality of work.

The change from peacetime methods of procedure to wartime was generally accomplished by decentralization of contractual authorities to lower echelons and a relaxation of the extent of review by higher echelons. However, some changes had to be made in laws of long standing.

The procedures might be divided into general types, namely: securing technical approval through Engineer channels; and securing approvals by tactical agencies or the using services, responsible for operating, and also securing the coordination required between all responsible agencies.

In order to understand the limitations on the authority of the District Engineer and all the steps that had to be taken by him in cooperation and coordination with other agencies, it is of the utmost importance that the Board keep in mind that at the time of the negotiation of the Hawaiian Constructors' contract, it was about a year before Pearl Harbor. The great sense of urgency was not yet present, although changes from peacetime procedure were being gradually introduced. In order to make this clear I shall discuss the law, regulations, and procedures as they existed under the following general heads:

- a. Method of contracting
- b. Procedures for technical approvals
- c. Limitations on money magnitude for a and b

[17] Under each of these headings I shall compare the situation during:

(1) Peacetime procedures which were in effect through most of 1940, and up to just before the date of approval of the Hawaiian Constructors' contract, January 3, 1941.

(2) Transitional period beginning in 1940 and during the period of the Hawaiian Constructors' contract up to 7 December 1941.

(3) Immediately after Pearl Harbor and during the war period.

I submit in evidence as Wyman Affidavit, Exhibits "A", "B", "C", and "D", tabulations of the contracting authorities for advertised, negotiated lump sum, and negotiated CPFF contracts prescribed for the District Engineer, Division Engineer, and the Office, Chief of Engineers, as these authorities varied in peacetime of 1940, in later 1940, and at the time of negotiating the Hawaiian Constructors contract in December 1940, just after that date and during 1941, and just after Pearl Harbor. These tabulations were extracted from existing orders and regulations. Some orders and regulations were missing from the files of the District Engineer but any inaccuracies will not affect the conclusions from statements made. If any great inaccuracies are found corrections will be submitted after records in Washington have been examined.

The following points are stressed:

a. The low magnitude of the peacetime contractual authorities of the District Engineer and of the Division Engineer, namely \$10,000.00 for the District and \$50,000.00 for the Division.

b. The low limitation for the District Engineer continued up to February 19, 1941. As far as the approval of specifications was concerned this meant that most plans and specifications had to be submitted to the Division Engineer on the mainland.

[18] c. Under the pressure of preparation for war there was a progressive decentralization of authority as shown by the increased limits of authorities of the District and Divisions on the dates May 1, 1940, December 9, 1940, and February 19, 1941. This decentralization thus began 19 months before Pearl Harbor.

d. That negotiated contracts were not permitted before the latter part of 1940; that up to the war period the authority to negotiate had to first be secured from the Under Secretary of War.

e. That decentralization was progressive from 19 months before up to the date of Pearl Harbor. In no respect was it comparable to the great decentralization that came after Pearl Harbor. For example District Engineers during 1941

could approve lump sum advertised contracts up to \$100,000.00. Later in the war period their authority was increased to \$3,000,000.00.

f. Attention is invited to Note 2 in the District Engineers' Contractual Authority which states that decentralization up to \$3,000,000.00 went even below District Engineers to Area Engineers.

g. Exhibit "D" shows the relative authorities for the execution of change orders after contracts were once negotiated. It shows similar trends to those described above. Decentralization of authorities was begun before Pearl Harbor and immediately after almost completely decentralized for the war period. In the special case of the District Engineer in Honolulu, four days after the attack at Pearl Harbor, the Division Engineer delegated to the District Engineer all of his contractual authority. This enabled the District Engineer to take action on contract instruments up to \$5,000,000.00.

It will be seen from the above that the District Engineer in Honolulu during the period of 1941, which is the period under investigation, had [19] many limitations under the law and under regulations of the War Department which required submission of specifications, awards, and contracts to higher authority. At the same time the War Department and the Engineer Department had started decentralizing to meet the increasing tempo pressure of war work. As noted in my earlier statement priorities ascribed to Hawaiian contracts were the same as those on the continent in spite of its isolated position.

It should be added that all job orders had to be submitted by the District Engineer, Honolulu, to the Division Engineer for approval. With reference to the use of negotiated contracts, either lump sum or cost-plus-a-fixed-fee, revised statutes which had been most rigid on requiring advertising for competitive bids of contracts for public works had to be modified to permit execution of construction *without advertising* and to permit of the use of the cost-plus-a-fixed-fee form of contract. The Act which afforded this relaxation was Public No. 703, 76th Congress, approved July 2, 1940. This information was published to the field in a Circular Letter from the Chief of Engineers, December 9, 1940, and at first the negotiated contract was merely recommended in cases where competitive bidding would not fulfill the needs of National Defense. It will be noted that in the tabulation the field offices had their choice of advertised contracts and negotiated contracts; that later in the war period advertised contracts were prohibited and only the negotiated ones allowed.

From the foregoing it will be seen that the responsibility for many of the procedures which might have been said to have delayed work because of limitations of authority was not that of any individual but lay collectively in existing laws, regulations of the War Department, and of the Engineer Department which laws and regulations had many fundamental sound reasons for existence, [20] and that those responsible for such laws and regulations recognized the need for their alteration in and took proper steps to that end to meet the increased speed of pre-war conditions even though there was no certainty of war.

As stated above some of the time-consuming procedures were those necessary for coordination with the Commanding General, Hawaiian Department, and the Using Services. In my original statement I submitted one example of the procedure involved in this coordination as Exhibit "N". I desire to submit a few additional examples marked Wyman Affidavit Exhibits "E", "F", "G", and "H". It will be noted that the time interval to cover the interchange of indorsements in these coordinating staff memoranda ran up in one instance of the four examples to nine weeks. These are merely additional examples selected at random. As noted in my original statement there are hundreds of examples of such coordinating memoranda in the District Engineer files.

Through oversight one page of the schedule attached to Exhibit E, which was the study on priorities introduced by me in evidence during my testimony was not included in the exhibit. I submit this missing page in evidence as Wyman Affidavit Exhibit "I".

In connection with my statements on page 28 of my original statement read before the Board on September 14, I submitted several exhibits illustrating efforts on my part toward expediting the work under the Hawaiian Constructors' contract. I would like to submit in evidence, another exhibit bearing on this point since it is quite pertinent thereto. I am therefore submitting exhibit designed Wyman Affidavit Exhibit "L", which is a letter to [21] all contractors engaged on defense projects within the Honolulu District emphasizing how

imperative the expedition of this work was and urging anticipation of their material and equipment requirements.

I desire to submit a reply to the "Testimony of Mr. Robert Hoffman, Area Superintendent, Hawaiian Constructors, Bellows Field, T. H., taken at Hickam Field on 21 April 1942, by Colonel Lathe B. Row, Inspector General's Department." This report was answered completely and adequately in letter of May 9, 1942 addressed to the Commanding General, Hawaiian Department, and signed by Colonel A. K. B. Lyman, Department Engineer. The latter became my successor, inasmuch as the Hawaiian Department absorbed the District Engineer's activities in February of 1942. I submit in evidence this letter in refutation of the charges made by Mr. Hoffman in said Inspector General's Report as an exhibit marked Wyman Affidavit Exhibit "M".

[22]

Theodore Wyman, Jr.,
THEODORE WYMAN, JR.,
Colonel, C.E.

Signed and sworn to before me, the undersigned authorized to administer this oath by the 114th Article of War, on this 16th day of September 1944.

Lue C. Lozier,
LUE C. LOZIER,
*Major, Commissioned in the Judge Advocate's Department,
Army of the United States.*

EXHIBIT "A".—District Engineer Contractual Authorities

	ADVERTISED CONTRACTS			AUTHORITY TO NEGOTIATE		AUTHORITY TO EXECUTE NEGOTIATED CONTRACTS	
	Approval of Specifications	Making Awards	Approval of Contracts	Lump Sum	CPFF	Lump Sum	CPFF
1. Peace Time.....	Up to \$10,000.....	Up to \$10,000.....	Up to \$10,000.....	None.....	None.....	None.....	None.
2. May 1, 1940 Changes...	Up to \$10,000.....	Up to \$50,000. (If no protest.)	Up to \$50,000. (Stan. forms.)	None.....	None.....	None.....	None.
3. Dec. 9, 1940 Changes...	Up to \$10,000.....	Up to \$50,000. (If no protest.)	Up to \$50,000. (Stan. forms.)	Up to \$50,000.....	None USW only (Note 1).	Up to \$50,000. (Stan. forms.)	Up to \$50,000. (Stan. forms.)
4. Feb. 19, 1941 Changes...	Up to \$50,000.....	Under \$500,000. (If regular.)	Lump sum up to \$100,000. (Stan. forms.)	Up to \$50,000.....	None USW only (Note 1).	Up to \$100,000. (Stan. forms.)	Up to \$100,000. (Stan. forms.)
5. War Period (After Pearl Harbor; published 2/19/42.)	All, except unusual cases over \$100,000 and certain other specified cases.	Up to \$1,000,000. (If no protest.)	Up to \$2,000,000. (Stan. forms.)	Up to \$1,000,000...	Up to \$1,000,000...	Up to \$2,000,000. (Stan. forms.)	Up to \$2,000,000. (Stan. forms.)
LATER IN WAR PERIOD	ADVERTISED CONTRACTS PROHIBITED			Up to \$3,000,000...	Up to \$3,000,000....	Up to \$3,000,000.....	Up to \$3,000,000.

NOTE 1. Authority must be secured from Under Secretary of War in each specific case.

NOTE 2. The authority to negotiate contracts up to \$3,000,000 was still further decentralized to Area Engineers.

EXHIBIT "B".—Division Engineer Contractual Authorities

	ADVERTISED CONTRACTS			AUTHORITY TO NEGOTIATE		AUTHORITY TO EXECUTE NEGOTIATED CONTRACTS	
	Approval of Specifications	Making Awards	Approval of Contracts	Lump Sum	CPFF	Lump Sum	CPFF
1. Peace Time.....	\$10,000 to \$50,000.....	\$10,000 to \$50,000.....	\$10,000 to \$50,000..	None.....	None.....	None.....	None.
2. May 1, 1940 Changes..	\$10,000 to \$50,000.....	Over \$50,000 if no protest.	Over \$50,000 (Stan. forms).	None.....	None.....	None.....	None.
3. Dec 9, 1940 Changes...	\$10,000 to \$50,000.....	Over \$50,000 if no protest.	Over \$50,000.....	Up to \$100,000....	None (Note 1)....	Up to \$100,000.....	Up to \$50,000.
4. Feb 19, 1941 Changes..	All, unless unusual.....	Under \$500,000 (certain exceptions).	Lump sum over \$100,000 (Stan. forms).	\$50,000 to \$100,000.	None USW only (Note 1).	\$100,000 to \$500,000 (Stan. forms).	\$100,000-\$500,000 (Stan. forms).
5. War Period (After Pearl Harbor; published 2/19/42.)	Unusual cases \$100,000 to \$250,000.	Up to \$1,000,000 (certain exceptions).	Over \$2,000,000 (Stan. forms).	Up to \$1,000,000...	Up to \$1,000,000...	Over \$2,000,000 (Stan. forms).	Over \$2,000,000 (Stan. forms).
LATER IN WAR PERIOD.	ADVERTISED CONTRACTS PROHIBITED			Up to \$5,000,000...	Up to \$5,000,000...	Up to \$5,000,000.....	Up to \$5,000,000.

NOTE 1. Authority must be obtained from Under Secretary of War in each specific case.†

EXHIBIT "C".—Office Chief of Engineer Contractual Authorities

	ADVERTISED CONTRACTS			AUTHORITY TO NEGOTIATE		AUTHORITY TO EXECUTE NEGOTIATED CONTRACTS	
	Approval of Specifications	Making Awards	Approval of Contracts	Lump Sum	CPFF	Lump Sum	CPFF
1. Peace Time.....	Over \$50,000.....	Over \$50,000.....	Over \$50,000.....	None.....	None.....	None.....	None.
2. May 1, 1940 Changes...	Over \$50,000.....	Over \$50,000 if protest or special conditions.	All contracts not on stan. forms.	None.....	None.....	None.....	None.
3. Dec 9, 1940 Changes...	Over \$50,000.....	Over \$50,000 if protest or special conditions.	All contracts not on stan. forms.	\$100,000-\$500,000 (Note 1)	None (Note 2)....	\$100,000-\$500,000.....	\$50,000 to \$500,000 (Note 3)
4. Feb 19, 1941 Changes..	Unusual cases.....	Over \$500,000.....	All contracts not on stan. forms.	Over \$100,000.....	None USW only (Note 2)	Over \$500,000; contracts on other than stan. forms. (Note 4)	Over \$500,000; contracts on other than stan. forms. (Note 4)
5. War Period (After Pearl Harbor; published 2/19/42)	Unusual cases over \$250,000	Over \$1,000,000.....	Over \$2,000,000 or on non-stan. forms to USW	Over \$1,000,000....	Over \$1,000,000....	Over \$2,000,000 or non-stan. forms to USW	Over \$2,000,000 or on non-stan. forms to USW (or if fee in excess of schedule).
LATER IN WAR PERIOD	ADVERTISED CONTRACTS PROHIBITED			OVER \$5,000,000 to Under Secretary of War			

NOTE 1. Over—Subject to approval by Asst. Secretary of War.

NOTE 2. Authority must be obtained from Under Secretary of War in each specific case.

NOTE 3. Over—Subject to approval by Secretary of War.

NOTE 4. Over \$500,000—Subject to approval by Under Secretary of War.

EXHIBIT "D."—*Authorities for Approval of Change Orders*

	District Engineer	Division Engineer	Chief of Engineers
1 May 1940 Changes.....	Change orders not in excess of \$500 providing for changes in plans and specifications within general scope thereof; extension of time of performance.	Change orders in excess of \$500 under contracts not exceeding \$50,000 (construction & supply).	Change orders in excess of \$500 under contracts in excess of \$50,000 (construction & supply); all change orders under contracts executed on other than prescribed stan. forms regardless of amount.
19 Feb. 1941 Changes.....	Same as above.....	Change orders in excess of \$500 and not more than \$25,000 under lump sum contracts only.	Change orders in excess of \$25,000 under lump sum and all change orders CPFF contracts (latter subject to approval of higher authority as required).
War Period. (After Pearl Harbor; published 2/19/42.)	Change orders up to \$2,000,000 under stan. form contracts and where the award (authority to bind Government in cases of \$1,000,000 or more) has been approved.	Change orders in excess of \$2,000,000 and less than \$5,000,000 under stan. form contracts and where award of change order (in cases of \$1,000,000 or more) has been approved.	Due to changed conditions—where amount less than \$5,000,000. (USW—change orders above \$5,000,000)

Wyman Affidavit—Exhibit E

HEADQUARTERS HAWAIIAN DEPARTMENT

INTER-STAFF ROUTING SLIP

The Inter-Staff Routing Slip is for use of the Department Staff including the Department C/A and the B&LDO. It will be used solely for Departmental Staff inter-communication.

This slip and accompanying papers, when transferred from one Staff Office to another, will be forwarded to the interested Staff section direct, with the exception that matters concerning personnel will be routed through the Adjutant General unless a policy has been established. The Staff section originating a routing slip will fill in the subject and at the end of the 1st Indorsement list accompanying papers. Notation of enclosures added subsequently will be made by the responsible office at the end of its indorsement. Indorsements herein will be numbered in sequence and initialed by the officer in charge or an officer authorized to sign for him.

No. of Ind. From and Date	To	Subject: Gasoline Storage Tanks	
1st Ind. Sig. O. 17 July 41	Dept Engr	<p>1. Your drawing of the Kaala Station site shows a provision for a gasoline storage tank at the summit. This office has received six of these tanks and after inspection, questions the feasibility of initially installing one of them on Kaala, as well as keeping it filled. These tanks are 4000 gallon capacity and require a tank truck to properly service them.</p> <p>2. An alternate suggestion is made—Install the tank at the base of the cableway, equip it with a pump so as to fill standard drums. These drums can then be accommodated by the cable car and hauled to the top. Tank trucks can readily be driven to the base of the cableway to refill the tank. This will also provide a storage for gasoline to be used by the cable hoist.</p>	/s/ C. A. P. C. A. P.
2nd Ind. Engr. 8 Aug 41	Sig. O.	<p>1. Since receiving your first R/S Indorsement, I have found out that the gasoline for the power plants for these stations must be a special white gasoline. If stored at the base of the cableway, the gasoline there could not be used for the power for the cableway operations.</p> <p>2. I have discussed this matter with the District Engineer. Both of us believe that these tanks probably can be cut and hauled to the top of Mount Kaala in sections and then rewelded. If this is done and the tank is installed at the top of Mount Kaala, then it could be filled by gasoline carried up in drums without any great hurry, and having the tank at the top of Mount Kaala would insure that there was a supply of gasoline for the power units. On the other hand, if the tanks were placed at the bottom and gasoline hauled to the top in drums as needed, in actual operations it might be possible for the cableway to be knocked out of action, and this would make the supply of gasoline very difficult. I therefore suggest that we plan on installing the tanks at the top of the mountain.</p> <p>3. Captain Tetley told me the other day that these tanks were all designed to be located above the ground in concrete cradles. I believe if it is at all possible they should be installed under the ground and I have asked the District Engineer to have a man look at the tanks to see if this can be done.</p> <p style="text-align: center;">For the Department Engineer:</p>	/s/ R. F. R. J. F., Jr.
3d Ind. Sig. O 21 Aug 41	Engr. O	<p>1. Concur in cutting the tanks as suggested in par 2, 2nd R/S Ind.</p> <p>2. The latest information received by this office regarding the installation of these tanks indicates that they may be placed underground after being treated with hot asphalt applications. Attention is invited to Drawing OCSigO ES-D-327.</p> <p>3. The question of white gasoline to be used with the PE 74 has been taken up with the Signal Corps Laboratories. The PE 74 can be modified to use regular issue gasoline. Steps are being taken to effect this modification at the earliest practical date.</p>	/s/ C. A. P. C. A. P.

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No. of Ind. From and Date	To	Subject: Gasoline Storage Tanks	
4th Ind. Engr. 22 Aug 41	Dist. Engr.	1. To note 2nd and 3rd Indorsements. 2. Return of correspondence is requested. For the Department Engineer:	/s/ F. W. H. F. W. H. DB.
5th Ind. Dist. Engr. 2 Sept. 41	Dept. Engr.	1. Noted and concurred.	T. W., Jr.

Wyman Affidavit—Exhibit F

HEADQUARTERS HAWAIIAN DEPARTMENT

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No. of Ind. From and Date	To	Subject: Installation of Gasoline Storage Tanks at Bellows Field. (S-13)	
1st Ind. Air O. 10 May 41	Engr.	With reference to your request of 9 May 1941—attached hereto is a section of the Bellows Field Reservation on which is outlined the area selected for gasoline tank installations. Plans call for an installation of twelve (12) fifty thousand (50,000) gallon tanks. It is desired that these tanks be bombproofed. The area as shown will be covered by the end of the proposed runway and is placed in a section that will need a minimum of excavation. 1 Incl: Sketch showing Gas Storage for Bellows Field. For the Air Officer:	/s/ W. J. F.
2nd Ind. Engr. 26 May 41	Air O.	1. This office does not believe that the location selected for the installation of these gasoline tanks at Bellows Field should be accepted. 2. If these tanks are to be bombproofed they must be placed a considerable distance below the level of the ground where the burster course is located. At the point chosen there will not be sufficient fill above the tanks to provide this distance, and if the tanks are dug into the ground at this point to secure greater overhead cover, there will undoubtedly be difficulties encountered with seepage water as the tanks will be below the ground water level. 3. When preliminary discussions occurred several months ago regarding the bombproofing of these 80 50,000-gallon tanks, the recommendation that this be done was based upon being able to locate the tanks where they could be dug in or tunneled into the side of a hill in long galleries where several tanks could be placed end to end. I believe that these tanks are fabricated from $\frac{1}{2}$ " or less steel plate with no supporting ribbing. If the tanks are placed in a long pit end to end, the pit could probably be dug narrow enough so that an undisturbed berm could be left at the edge of the trench and the eventual weight of the burster course could be supported in large part upon this undisturbed berm. The tanks in this case would only carry the weight of the backfill above them. If, however, the tanks are placed in a trench parallel to each other, the tank would not only have to carry the weight of the backfill but would also have to carry the weight of the burster slab and there would be some question as to whether the tanks would have sufficient structural strength to do this.	

No. of Ind. From and Date	To	Subject: Installation of Gasoline Storage Tanks at Bellows Field. (S-15)	
2nd Ind. (Con't.) Engr. 26 May 41	Air O.	<p>4. Based on a very hasty estimate made by this office, the cost of bombproofing these tanks will be about \$200,000 more than installing them without this protection. It is believed that locating them rather widely separated in locations away from the runways where the installation can be camouflaged by vegetation should be considered in lieu of bombproofing in view of this increased cost. There is a hill about 100 yards to the south of the existing runway where some of them could be installed and camouflaged and some more high ground to the west of the proposed new runway where possibly some more of the tanks could be installed and camouflaged.</p> <p>5. It is requested that these comments be given your consideration in order that an acceptable method of installation and location may be reached.</p> <p style="text-align: center;">For the Department Engineer:</p> <p style="text-align: center;">2 Incls: Added Map</p>	/s/ RF R. J. F., Jr
3rd Ind. Air O. 29 May 41	Engr.	<p>The site as shown in the attached drawing for installation of gasoline tanks at Bellows Field is approved by this office. The matter of bombproofing is considered vital and should be provided for these tanks. Gasoline is obviously one of the most important items of supply for the Air Force. Any failure of this vital item would immobilize our service.</p> <p style="text-align: center;">For the Air Officer:</p> <p style="text-align: center;">Incls—n/c</p>	/s/ WJF W. J. F
4th Ind. Engr. 2 June 41	Dist. Engr.	<p>1. The attached file is on the subject of location of the gasoline tanks for Bellows Field.</p> <p>2. The Air Office originally proposed that these tanks be installed on the western end of the existing runway under the fill necessary for this extension and that the tanks should be bombproofed. This office believes that the tanks installed in this location would have to be below the ground water line in order to get sufficient overhead cover and raised the question in 2nd R/S Indorsement as to whether the tanks should be bombproofed or given protection by dispersion and camouflage. We made a very hasty estimate based upon the cost of the burster course that bombproofing would cost about \$300,000 additional.</p> <p>3. The 3rd R/S Indorsement from the Air Office states definitely that they desire the tanks bombproofed and proposes locating them in the small hill to the south of the existing runway. Before the question of installing these tanks and bombproof storage is presented to the Department Commander for decision, I would like your comments on the proposal and on the additional cost required to bombproof the tanks. As stated, my estimate of this additional cost at \$300,000 was based upon a very hasty comparison of bombproof costs.</p> <p style="text-align: center;">For the Department Engineer:</p> <p style="text-align: center;">Incls: n/c</p>	/s/ RI R. J. F., Jr
5th Ind. Dist. Engr.	Dept. Engr.	<p>1. This office concurs in the recommendation of the Department Engineer, that gasoline tanks be not located under the ends of the runway as shown on attached tracing.</p> <p>2. The location indicated on the blue-line print has the disadvantage of being near the center of the camp and of having too little area to permit dispersion and therefore would require an expensive bombproof protection.</p> <p>3. A suggested site which is shown on the attached print has the advantage of:</p> <ol style="list-style-type: none"> (1) Ample room for dispersion. (2) Ease of excavation, as material is sand with no rock in evidence. (3) Ease of access, to large area in which planes may be dispersed for protection, without crossing the runways. (4) Natural camouflage by existing brush and Keawe trees. <p style="text-align: center;">Incl.: 3 Incl. Added Map.</p>	/s/ T. W T. W
6th Ind. Engr. 24 June 41	Dist. Engr.	<p>1. What is your rough estimate of increased cost if these tanks are bombproofed?</p> <p style="text-align: center;">For the Department Engineer.</p> <p style="text-align: center;">Incl: No change.</p>	/s/ R. I R. J. F., Jr

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No. of Ind. From and Date	To	Subject: Installation of Gasoline Storage Tanks at Bellows Field. (S-15)	
		District Engr verbally confirmed our estimate for \$300,000 additional.	
7th Ind. Engr. 14 July 41	Dist. Engr.	<p>1. I have discussed this question of location of the gasoline tanks at Bellows Field with General Martin. I explained to him that bombproofing these tanks would take additional funds, and that these funds have not been included in the estimates submitted for Bellows Field. I also explained to him the status in regard to the \$2,000,000 allotment for installation of gasoline tanks at Hickam Field and at Wheeler Field which you recently received.</p> <p>2. General Martin agrees with our belief that the first proposed location at the end of the runway is not satisfactory, and also with your statement in the 5th R/S Indorsement above, that the location in the small hill south of the existing runway is not satisfactory. He does not like the location that you suggested, however, because these tanks would then be practically in the bombing range at Bellows Field. I suggested to him then that we consider an area in the hill north of the proposed runway as indicated in red on your print. He agreed that this location would be satisfactory but before approving it finally would like to leave the question open to your engineering determination. I also passed on to General Martin your suggestion that these tanks now be installed without bombproofing, but in such a manner that a burster course could be later added when additional funds are made available. General Martin also concurred in this suggestion.</p> <p>3. It is therefore requested that you give consideration to installing these tanks in the hill indicated on your print. If this site is feasible from Engineering considerations it will be approved by General Martin.</p> <p style="text-align: right;">For the Department Engineer:</p>	/s/ RF R. J. F.
		3 Incls: n/c	

Wyman Affidavit—Exhibit G

WAR DEPARTMENT,
UNITED STATES ENGINEER OFFICE,
Honolulu, T. H., July 1, 1941.

Refer to File No: 461

X-633 Ammunition Mag.

Subject: Transmittal of Definite Project Report and Drawings for the Installation of War Reserve Aviation Gasoline Storage in the Hawaiian Islands.

To: The Commanding General,
Hawaiian Department,
Fort Shafter, T. H.

1. Attached herewith is a copy of the Definite Project Report for the Installation of War Reserve Aviation Gasoline Storage in the Hawaiian Islands, including necessary drawings.

2. A copy of this report was forwarded to the Office of the Chief of Engineers with recommendations for the adoption of the cut and cover type of gasoline storage at Site "B" and tunnel type of construction to be used for site "A".

/s/ THEODORE WYMAN, JR.,
Lt. Col., Corps of Engineers,
District Engineer.

Incls.:

Report Copy No. 7.

Drawings File Nos. F-26/1 to F-26/10

HEADQUARTERS HAWAIIAN DEPARTMENT

INTER-STAFF ROUTING SLIP

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No. of Ind. From and Date	To	Subject: Installation of War Reserve Aviation Gasoline Storage in the Hawaiian Islands
1st Ind Engr. 11 July 41	G-4	<p>1. There is attached a letter dated 1 July from the District Engineer which forwards a copy of his report to the Chief of Engineers on the installation of War Reserve Storage for Aviation Gasoline. In brief this report discusses four items:</p> <ol style="list-style-type: none"> a. Installation of gasoline and tunnel-type galleries at Site A near Salt Lake. b. Installation of gasoline in tunnel-type galleries at Site B in the Waikakalaua Gulch. c. The installation of gasoline in cut-and-cover bombproofed tanks at Site B. d. The installation of necessary pipelines and appurtenant pumps. <p>2. The District Engineer finds that 83,000 barrels can be installed in tunnel-type galleries at Site A for \$1,020,374.00 or \$12.29 per barrel. At Site B storage of 200,000 barrels in tunnel construction would cost \$2,991,048.00 or \$14.96 cents per barrel. At Site B installation of storage of 200,000 barrels in cut and cover bombproof constructions would cost \$2,111,808.00 or \$10.56 per barrel; and the pipeline from Pearl Harbor to Sites A & B and distribution lines to Hickam and Wheeler Fields would cost \$407,339.00.</p> <p>3. The District Engineer recommends that projects be adapted for the storage of 83,000 barrels at Site A; for 200,000 barrels at Site B in cut-and-cover bombproof construction, and for the installation of a pipeline.</p> <p>4. This recommendation follows in general the original recommendations of this headquarters and the Navy when this matter was discussed last spring. At that time it was recommended that of the Army storage 50,000 barrels be installed at Site B; 50,000 installed at Site A; that the Navy storage be installed at Site A; and that all tanks be bombproofed. In the event that bombproof protection was not permitted, it was strongly recommended that the storage be installed in the sites selected, but in sufficiently small tanks to permit proper protection by dispersion. Since the project now provides for fully bombproofed protection, dispersion in small tanks is not believed essential.</p> <p>5. Time for finishing the project is estimated at 8 months. Colonel Wyman has informed me that he is ready to commence operations at Site B; that the construction is included in his cost plus fixed fee contract with the Hawaiian Constructors; and that he expects to receive allotment of funds from the Chief of Engineers in the very near future to permit him to initiate construction at Site B. He also informed me that he was receiving funds from the Navy to pay for their share of the project at Site A.</p> <p>6. The present War Department status of this project is as follows: We have been informed by The Adjutant General that the original</p>

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No. of Ind. From and Date	To	Subject: Installation of War Reserve Aviation Gasoline Storage in the Hawaiian Islands	
1st Ind. Engr. 11 July 41	G-4	<p>project for 100,000 barrels of storage has been increased to 250,000 barrels, and that funds in the amount of \$2,000,000 will be available, and that additional funds will probably be forthcoming if needed. The Navy has not specified any set amount of storage, but has specified that as much storage be secured as possible with the funds to be made available. Colonel Wyman estimates that this Navy money will be sufficient to provide storage for about 33,000 barrels of gasoline, and therefore the entire project consists of storage for between 275,000 and 283,000 barrels of gasoline, 250,000 of which is the Army share.</p> <p>7. In a further discussion with Colonel Wyman today we discussed the question of the storage at Site B. As indicated on the drawings, this storage is now planned for four separate tanks of 50,000 barrels each, each with its own burster course. The tanks are separated by 200 feet as this was the original directive from the War Department before the study was made. Colonel Wyman believes that since bombproof protection is to be provided with a reinforced concrete burster course, that the tanks can be placed closer together. This will enable more than one tank to be placed under a burster course and will save concrete which can be utilized to extend the amount of lateral protection.</p> <p>8. The Department Commander has been informed in general of this study, Commanding General, Hawaiian Air Force, has been informed. The District Engineer has consulted the Navy. This memorandum is submitted for information only as no action is necessary at this time.</p> <p style="text-align: center;">For the Department Engineer:</p> <p style="text-align: center;">1 Incl: Ltr. No. 461 x-633 Ammunition Mag. 1 July 41 w/Incls</p>	/s/ R. F. R. J. F., Jr.
2nd Ind. G-4 15 July 41	C/S.....	<p>1. The Engineer Officer forwards herewith for the information of this headquarters one copy of the engineering study which was prepared by the District Engineer covering the storage of a war reserve of aviation gasoline. This study was prepared as a result of a directive from the Chief of Engineers direct to the District Engineer.</p> <p>2. This Headquarters is vitally interested in the manner in which its war reserve of aviation gasoline is stored. While the W. D. has taken no action to indicate whether the instant study will be approved it is probable that its principal features will be used as a guide in designing the installations. It is believed that the Department Commander should be fully informed on the recommendations which have been submitted by the District Engineer. With that object in view, it is recommended that the District Engineer be requested to discuss the details of this study with the Department Commander.</p> <p>3. In general, this study discusses the following:</p> <ol style="list-style-type: none"> a. Installation of gasoline storage in tunnels at Site "A", southwest of Aliamanu Crater. b. Installation of gasoline storage in tunnels at Site "B", in gulch near RR Station of Robinson, south of Wheeler Field. c. Same as b, except storage in cut and cover tanks. d. Pipe lines, pumps and other appurtenances. <p>4. It is recommended that:</p> <ol style="list-style-type: none"> a. The District Engineer discuss this study with the Department Commander. <p style="text-align: center;">1 Incl. n/c.</p>	/s/ C. C. B. C. C. BANK, Col. G. S. C. Asst. C. of S.

No. of Ind. From and Date	To	Subject: Installation of War Reserve Aviation Gasoline Storage in the Hawaiian Islands	
3rd Ind. C/S 7/15/41	Lt. Col. Wyman District Engineer	Please present this to the Department commander, in person. Incls: n/c	/s/ H. PHILIP HAYES, Colonel, G. S. C., Chief of Staff.
4th Ind. Dist. Engr. 16 July 41	C/S.....	1. The District Engineer discussed this study with the Department Commander Wednesday, July 16th. 2. The District Engineer discussed the study with Admiral Bloch on Monday, July 14th. Admiral Bloch stated that be concurred in the plans and recommendations of the District Engineer with one exception. In view of the Naval Regulation that gasoline will not be passed over the fuel oil dock located at Pearl Harbor, the loading point should be moved to another location. The Admiral suggested that the loading point be located in the vicinity of the Quartermaster Dock at Hickam Field. The District Engineer has no objection to changing the loading point to Hickam Field. A loading point can be designed in the vicinity of the Quartermaster Dock at Hickam Field which will not interfere with normal traffic at the dock. Admiral Bloch also stated that he would desire a connection from the pipe line to the proposed Navy air facility at Barbers Point, the cost to be financed by the Navy Department. Incl. n/c	/s/ T. W., Jr.
5th C/S 7/17/41	Engr O.....	Please present to D. C. Incls: n/c	/s/ PHILIP HAYES Colonel, G. S. C., Chief of Staff.

Wyman Affidavit—Exhibit H

[SECRET]

[Paraphrase of Radiogram—Action Copy]

AG 676.3 (6-10-41) MC-D

EHB/cdm—1712

To: CG., Haw. Dept.

From: TAG.

JUNE 26, 1941.

Kaala aws station priority contract has been advanced to A-1-C from W-414 Engr 784. Should results under this priority be unsatisfactory Chief of Engineers will instruct Division Engineer on procedure. Above reference your radio No. thirty naught nine. AGMC.

[Stamped:] Office Chief of Engineers Jun 30 1941. 676.3 (AWS—Hwn Dept) 37/1.

676.3 (A. W. S.—Haw. Dept.) 37

Subject: Cableway, Kaala Aircraft Warning Station, Hawaii.

Forts 660 (Honolulu) 54.3

5th Ind.

OFFICE, DIVISION ENGINEER,
SO. PAC. DIV.,
San Francisco, July 9, 1941.

To: The District Engineer, U. S. Engineer Office, HONOLULU, T. H.

To note.

For and in the absence of the Division Engineer.

J. R. D. MATHESON,
Colonel, Corps of Engineers,
Executive Assistant.

Incl.—n/c exc. copy
Sub 1 added.

3118 CONGRESSIONAL INVESTIGATION PEARL HARBOR ATTACK

2014.1-8

6th Ind.

OFFICE, DISTRICT ENGINEER,
U. S. ENGINEER OFFICE,
Honolulu, T. H., July 18, 1941.

To: The Division Engineer, So. Pac. Division, SAN FRANCISCO.
Noted.

THEODORE WYMAN, JR.,
*Lt. Col., Corps of Engineers,
District Engineer.*

Incl.—n/c exc. dup.
Sub 1 w/d

4th Ind.

4

676.3 (A. W. S.-Haw. Dept.) 37

OFFICE, C. OF E., *July 1, 1941.*

To the Division Engineer, South Pacific Division, San Francisco, Calif.
For your information.
By order of the Chief of Engineers:

JOSEPH L. D. MISIORA,
*Lieut., Corps of Engineers,
Assistant Chief, Finance Section.*

1 Incl.

[IMMEDIATE ACTION]

WAR DEPARTMENT

THE ADJUTANT GENERAL'S OFFICE

Washington

Subject: Cableway, Kaala Aircraft Warning Station, Hawaii.

AG 676.3 (6-10-41) MC-D

3rd Ind.

EHB/cdm-1712 (7-1-41)

WAR DEPARTMENT, A. G. O., *June 27, 1941.*

To: Chief of Engineers.

1. Inclosed for your information and guidance is paraphrase copy of radiogram, this office, June 26, 1941, to the Commanding General, Hawaiian Department.

2. It is desired that this correspondence be forwarded to the Division Engineer, San Francisco for further necessary action.

By order of the Secretary of War:

/s/ D. R. VAN SICKLER,
Adjutant General.

1 Incl. (Added)

Prph Cy of Radio,
AGO, 6-26-41, to
CG., Haw. Dept.

Office Chief of Engineers Jun 30, 1941. Sub 1 accmpg

[IMMEDIATE ACTION]

WAR DEPARTMENT
THE ADJUTANT GENERAL'S OFFICE
Washington

[IMMEDIATE ACTION]

On Paraphrase of: Radiogram, No. 3009, June 10, 1941, from Hawaii.
Subject: Cableway, Kaala Aircraft Warning Station.
AG 676.3 (6-10-41) MC 1st Ind. BLW/cdm-1712 (6-14-41)
WAR DEPARTMENT, A. G. O., June 11, 1941.

To: Chief of Engineers.

For remark and recommendation.
By order of the Secretary of War:

/s/ D. R. VAN SICKLER,
Adjutant General.

C. of E. 676.3
(A. W. S.-Haw. Dept.) 37

2nd Ind.

6-E

OFFICE, C. OF E., June 17, 1941.

To: The Adjutant General.

1. By telephonic conversation with the Priorities Committee, A. N. M. B., a rating of A-1-C was authorized.
2. The contractor should contact his suppliers to determine if satisfactory delivery can be made with this rating. If not, he should contact other sources for earlier delivery.
3. In the event further assistance is requested, instructions in Circular Letter Finance No. 144 should be followed.

For the Chief of Engineers:

/s/ Joseph L. D. Misiara,
JOSEPH L. D. MISIARA,
1st Lieut., Corps of Engineers,
Assistant Chief, Finance Section.

[Stamped:] Jun 19 1941, Received Misc. Div., AGO. W. P. Sub Section.
Rec'd Back Jun 19 1941 46 A G O. Rec'd W. P. D. Jun 23 1941
[Stamped:] In G-4 Jun 23 1941.

[Paraphrase of Radiogram—Action Copy]

[SECRET]

AG 676.3 (6-10-41) MC

BLW/cdm-1712.

To: TAG

June 11, 1941.

From: Hawaii

8:10 A. M.

No. 3009 June 10

I have been informed by the Division Engineer San Francisco that A-1-G is the priority covering contract W-414 Engr 784 with Interstate Equipment Corporation Elizabeth New Jersey. Materials for cableway to Kaala aircraft warning station covered by this contract. General Electric has subcontract for motor and all electrical equipment. According to division engineer a delay of about fifteen weeks in the delivery of this electrical material to contractor is strongly probable under this priority. As this Kaala station is the most important in aircraft warning system, it is essential that this cableway be completed early. In this department this aircraft service is considered to be the most important single project. War Department assistance to the Chief of Engineers to have priority on this contract changed to A-1-B is strongly recommended.

[Stamped:] Rec'd W. P. D. Jun 23 1941.

[Stamped:] Office, Chief of Engineers Jun 13 1941. 676.3 (A. W. S.-Haw. Dept.)-37

3120 CONGRESSIONAL INVESTIGATION PEARL HARBOR ATTACK

Wyman Affidavit—Exhibit I

File: 600.1 (Hickam Field)

Date	File Serial No.	Offices Originating & Receiving Corres.	Substance of Correspondence
14 July 41	(317).....	OCE to DE, Hon.....	TT advising that A-1-c is proper for W-414-eng-606.
22 July 41	344.....	DE, Hon. to OCE.....	Requests that "rating assigned [be] as high as possible, consistent with current priorities directives". Cover W-414-eng-670, 668, 672, 702, 697, and 698.
21 July 41	345.....	DE, Hon. to OCE.....	
21 July 41	346.....	DE, Hon. to OCE.....	
21 July 41	347.....	DE, Hon. to OCE.....	
21 July 41	348.....	DE, Hon. to OCE.....	
21 July 41	349.....	DE, Hon. to OCE.....	
7 Aug. 41	1st-344 to 349	OCE to ANMB.....	Requests A-1-c and states that DE, Hon. "has been informed by wire that the [A-1-c] Rating will be applicable."
7 Aug. 41	(344-9)...	OCE to DE, Hon.....	TT advising of A-1-c ratings on Ser. Nos. 344-349. Advises A-1-c approved.
8 Aug. 41	2nd, 344-9.	ANMB to OCE.....	
30 July 41	361.....	DE, Hon. to OCE.....	Contr. 609: Same as Ser. Nos. 344-349 above. Notifies DE, Hon. of A-1-c on W-414-eng-609. Quotes TT from DE, Hon. that steel for W-414-eng-602 for armament bldg. at Hickam with A-1-c is promised for Nov. 41. DE, Hon. advises work will shut down if steel not delivered by 15 Sept. and that it is impossible to secure steel without A-1-a. Desires delivery by 5 Sept. to meet transport at San Francisco.
13 Aug. —	(361).....	OCE to DE, Hon.....	
29 Aug. 41	383.....	So. Pac. Div. to OCE.....	
30 Aug. 41	(383).....	OCE to So. Pac. Div.....	Advises that OPM is unable to render assistance & that ANMB will not consider higher rating. OPM believes steel can be picked up on West Coast.
28 Aug. 41	385.....	Contractor 696 to OCE.....	Reports difficulty in obtaining wire and cable.
30 Aug. 41	(385).....	OCE to DE, Hon.....	Requests verification of Ser. 385 and necessary information.
10 Sept. 41	396.....	ANMB to OCE.....	Incloses letter from contractor 722 requesting information on applicable rating.
26 Sept. 41	2nd, 396.	OCE to So. Pac. Div.....	Transmits information on steel deliveries arranged by OUSW on W-414-eng-722 as result of Ser. 396
11 Sept. 41	397.....	OPM to OCE.....	Transmits Pref. Rating Order No. 18 of A-1-c for Hickam for all materials—critical and non-critical. (Pursuant to request submitted to ANMB 27 Aug. 41. See 3820 (Priority Preference Rating) 3, herein.)

Wyman Affidavit Exhibit "J"

Semi-monthly Report of Operations—Military Construction—3rd Field Area—Period Nov. 16-30

Report Section
Form No. M-1 (Rev. as of Nov. 15, 1941)

Job Order No.	Item of Construction	Date Construction Begun	Probable Date of Completion	% of Completion		Work Done During Month	Probable Operations next month	Date last insp. by Engr. Off.
				End of This Per.	Probable next Per.			
1.0.....	Fire Control Station "M".....	Feb. 5, '41	July 26, '41	100	100			
2.0.....	Cableway at Mt. Kaala.....	Sept. 8, 41	Apr. 31, 42	20	30	Excavation, stringing cable putting up temporary tower to carry equipment to job site.	Excavation, stringing cable putting up temporary tower to carry equipt to job site.	
2.1.....	Access Road at Mt. Kaala.....	Mar. 11, 41	Dec. 15, 41	99	100	Riprapping and masonry work...	Riprapping and masonry work...	
Add. 1.....	Paving of Road.....	Aug. 27, 41	Dec. 15, 41	96	100	Laying rock, hot top and rolling...	Laying rock, hot top and rolling.	
2.2.....	A. W. S. Camp and install Utilities, Mt. Kaala.					Not started		
	Mess Hall.....					Not started		
	30-Man Barracks Building.....					Not started		
	Power House.....					Not started		
	Caretaker's Quarters.....					Not started		
	Radio Communication Bldg.....					Not started		

REMARKS:

NOTE: This form shall be fully completed and returned to the Report Section, Civil Engineering Subdivision, U. S. Engineer Office, Honolulu, T. H. on the 1st and 16th day of each month.
Nov. 16-30.

[1]
Hickam Field

Wyman Affidavit—Exhibit K

Aug. 16-31, 1941.

CONSTRUCTION PROGRAM AT AIR CORPS STATIONS

NO. 1—HICKAM FIELD, T. H.

1. LOCATION AND GENERAL DESCRIPTION:

Hickam Field is an existing military airfield located on the south shore of Oahu, approximately three miles west of the City of Honolulu. The current project consists of construction of the additional buildings, facilities, and miscellaneous works required to house and serve an Air Force Headquarters, a Wing Headquarters, two Bombardment Groups, one Air Base Group, one Transport Squadron, and attached service troops of the Quartermaster Corps, Signal Corps, Ordnance Department, etc.

2. PERTINENT DATA:

a. Directive:

(1) 4th Ind., from the Adjutant General, dated January 2, 1941, File No. AG 600.12 (12-6-40) M-D, to the Commanding General, Hawaiian Department.

(2) Letter from A. G. O. April 2, 1941, to Q. M. C. Subject: Construction of Chapels.

(3) Letter from Chief of Engineers dated May 29, 1941, to Division Engineer, S. P. D. Subject: Armament, Instrument Inspection, and Adjustment Building, Hickam Field.

b. Date layout plan approved by Air Corps:

(1) December 2, 1939.

(2) Revised layout plan approved February 8, 1941.

c. Lease of land approved: Construction is on military reservation.

d. Troop capacity of housing:

(1) Completed, 357.

(2) Under construction, 1,386.

(3) Authorized but not under construction, none.

e. Number of troops occupying stations: 5,475.

[2] f. Construction begun: Existing works begun in 1936 prior to transfer of project to Corps of Engineers.

Present construction:

(1) Administration and Housing, November 13, 1939.

(2) Hospital or Medical Corps Installation, May 28, 1940.

(3) Technical Facilities, November 20, 1939.

3. STATUS OF CONSTRUCTION:

See Table I, progress chart, and map herewith.

Percentage of Completion:	Original program	Additional program	Total program
Administration & Housing (including utilities).....	99	67	76
Hospital or Medical Corps Installation.....	98.5	92.5	94
Technical Facilities.....	88	42	60
Project as a Whole.....	93	57	69
Readiness for Occupancy and Use.....	93	57	69

4. AUTHORIZED AND ESTIMATED COST OF PROJECT:

	Original program	Additional program	Total program
a. Authorized Cost.....	\$12,821,882.00	\$3,188,906.19	\$16,010,788.19
b. Estimated Cost:			
(1) Work constructed or in place (from "Cost to 7/31/41", Fm 38A).....	6,554,888.01	422,509.17	6,977,397.18
(2) Work under way.....	1,569,127.54	1,548,947.18	3,118,074.72
(3) Work authorized, but not yet under way.....	5,100.00	818,420.76	823,520.76
(4) Total estimated cost (from "Present working Estimate as of 7/31/41", Form 38A).....	7,382,323.57	1,660,866.04	9,043,189.91

[3] 5. STATUS OF PLANS AND SPECIFICATIONS:

	Per Cent Complete	
	Plans	Specifications
Gasoline Storage Tanks.....	0	0
Aqua Gasoline Storage from domestic water to salt water.....	70	0
Chapel.....	100	0
Headquarters Building.....	98	55
Commissary Warehouse.....	95	0
Theatre (800-Man).....	70	0
Utilities.....	100	65
Pump House.....	90	0
Concrete Reservoir (60,000 gals.).....	90	0
Alterations to Hangar #15.....	3	0

6. OPERATIONS DURING THIS HALF-MONTH PERIOD:

See Table 1, progress chart, and map herewith.

7. PROBABLE OPERATIONS NEXT HALF-MONTH:

See Table 1 and progress chart.

8. ESTIMATED DATE OF COMPLETION:

	Original Program	Additional Program
a. Administration & Housing (including utilities).....	Nov. 30, 1941	Jan. 31, 1942
b. Hospital or Medical Corps Installation.....	Dec. 26, 1941	Nov. 30, 1941
c. Technical Facilities.....	Jan. 12, 1942	Jan. 31, 1942
d. Project as a Whole.....	Jan. 12, 1942	Jan. 31, 1942
e. Readiness for Occupancy and Use.....	Jan. 12, 1942	Jan. 31, 1942

9. Remarks: None.

[4] TABLE I.—Hickam Field Semi-Monthly Progress Table

Contract Symbol	Map Item	No. of Units	Item	Date Construction Begun	Per Cent of Completion	
					August 31, 1941	Probable September 15, 1941
ADDITIONAL PROGRAM						
Admin. and Housing.....					67	70
W-414-Eng-602...	1	1	Barracks, A. C.—63-Man.....	Mar. 20, 1941	98	99
602...	2	23	Barracks, Service Troop.....	Mar. 20, 1941	96	98
602...	3	3	Mess, Enlisted Men.....	Mar. 20, 1941	96.1	98
602...	6	1	Mess, Officers—118-Man.....	May 28, 1941	94	95
602...	7	1	Mess, Officers—170-Man.....	May 28, 1941	94	95
602...	9	1	Day Rooms, A. C.—250-Man.....	May 28, 1941	98	100
602...	10	1M	Day Rooms, Service.....	May 28, 1941	98	100
602...	11	7	Quarters, Officers.....	Mar. 20, 1941	94	95
602...	16	6	Administration Bldgs.....	May 19, 1941	95	100
602...	35	2	Administration Bldgs., Service.....	May 28, 1941	75	95
602...	39	2	Technical Schools, A. C.....	May 10, 1941	100	100
602...	40	1	Theatre, 800-Man.....	Not begun	0	0
602...	42	1	Commissary.....	June 19, 1941	15	25
602...	43	1	Post Office.....	May 19, 1941	100	100
602...	44	2	Post Exchanges.....	Mar. 20, 1941	91	95
602...	46	1	Post Exchanges, Whse.....	May 27, 1941	100	100
602...	47	1M	Recreation Bldg.....	Not begun	0	0
602...	48	1	Bakery.....	Not begun	0	0
602...	50		Utilities.....	June 2, 1941	40	45
602...	55	1	Headquarters Bldg.....	Not begun	0	0
602...	56	1	Regimental Chapel.....	Not begun	0	0
602...		1	Y. M. C. A. Bldg.....	Aug. 16, 1941	2	20
Medical Corps Installations.....					92.5	97.
W-414-Eng-602...	21	1	Infirmary.....	Mar. 20, 1941	85	95
602...	28	1	Medical Whse.....	May 19, 1941	100	100

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TABLE I.—Hickam Field Semi-Monthly Progress Table—Continued

Contract Symbol	Map Item	No. of Units	Item	Date Construction Begun	Per Cent of Completion	
					August 31, 1941	Probable September 15, 1941
Technical					42	51
W-414-Eng-602	12	6	Operations Bldg., A. C.	May 7, 1941	81	90
602	15	1	Maintenance Shed, A. C.	June 28, 1941	99	100
602	20	1	Warehouse, A. C.	May 10, 1941	65	100
602	22	12	Warehouses, Service	July 10, 1941	30	50
602	23	2	Repair Shops, Ordnance	Not begun	0	0
602	24	2	Paint & Oil Storage, Q. M. & Ord.	Jul 11, 1941	45	50
602	25	2	Repair Shops, Motor	Jun 26, 1941	85	100
602	27	1	Utility Shop, Q. M.	Jun 27, 1941	75	90
602	29	1	Storehouse Ordnance	Not begun	0	0
602	32	1	Oil Storage, Q. M.	Jun 28, 1941	100	100
602	33	1	Vehicle Gas Station	Jun 28, 1941	40	80
602	34	3	Repair Shops, Radio	May 5, 1941	100	100
602	49	1	Warming-up Apron	Not begun	0	0
602	51	1	Arm. Fire Con. Sup. & Rep. Bldg.	Jul 17, 1941	5	10
602	52	1	Airbase Oil and Dope Bldg.	Aug 27, 1941	0.1	2
602	53	1	Repair & Signal Corps Whse	Not begun	0	0
722	1	1	Engine Test Bldg	Feb 25, 1941	24	30
602	19	19	Powder and Ammun. Stor. Mag.	Mar 20, 1941	11.7	14
683	1	1	Cold Stor. & Equip A. C. Depot.	May 23, 1941	85	100
602	54	1	Arm., Inst. Insp. & Adj. Bldg.	Not begun	0	0
Entire Additional Project.					57	61
ORIGINAL PROGRAM						
Admin. and housing					99	100
W-414-Eng-663	70	1	Service Club Bldg.	April 1, 1940	100	100
661	71	10	Apartments, N. C. O.	Jan. 15, 1940	100	100
W-414-Eng-666	72	1	Mess Bldg., Officers'	May 20, 1941	100	100
689	77	13	Apartments, Officers'	Nov. 8, 1939	100	100
688	L	129	Quarters, N. C. O.	Nov. 13, 1939	100	100
659	0	168	Quarters, Officers'	Jan. 12, 1940	100	100
660	1	1	Street Lighting, etc.	Jan. 19, 1940	100	100
704	1	1	Pavements, Curbs, etc.	Dec. 31, 1940	100	100
702	1	1	Reservation Fence	June 9, 1941	95	100
Medical Corps installation.					98.5	99
W-414-Eng-699	79	1	Hospital	May 28, 1941	98.5	99
Technical					88	90
W-414-Eng-699	78	1	Equip. Maintenance Bldg.	Oct. 28, 1940	100	100
656	74	7	Supply Bldgs, Whses.	Nov. 30, 1939	100	100
658	75	1	Engineering Shop A. C.	Dec. 14, 1939	100	100
696	75	1	Engineering Shop, A. C.	Oct. 9, 1940	80	81
698	76	1	Steam Plant, etc.	Oct. 28, 1940	92	93
672	78	1	Repair Shop Engine	Oct. 24, 1940	31	34
662	80	1	Equip. Repair Bldg.	April 5, 1940	99	100
697	81	1	Double Hangar	Nov. 3, 1940	66	71
670	1	1	Hangar Facilities	Aug. 17, 1940	91	100
664	1	1	Fueling System Gasoline	June 10, 1940	100	100
667	1	1	Fueling System, Gasoline	June 7, 1940	100	100
669	1	1	Fueling System, Gasoline	June 7, 1940	100	100
695	1	1	Monorail in Repair Hangar	Oct. 11, 1940	100	100
665	1	1	Fencing, Flood Lighting	Oct. 28, 1940	100	100
670	1	1	Bombsight Storage Vaults	Not begun	0	0
Entire original project					93	95
Entire project (original and additional projects).					69	72

¹ Previously reported as 3 units, 2 units, and 1 unit each of Service Warehouses, Day Rooms and Recreation Bldg. respectively. Funds covering construction of 1 unit of each type has been transferred to cover cost of moving a Y. M. C. A. Bldg. and a Y. M. C. A. Secretary's House from Pearl Harbor to Hickam Field.

(The map referred to under "Status of Construction," *supra* is a chart which will be found reproduced as Item No. 62, EXHIBITS-ILLUSTRATIONS, Army Pearl Harbor Board)

EXHIBIT L

WAR DEPARTMENT,
UNITED STATES ENGINEER OFFICE,
Honolulu, T. H., July 12, 1941

Subject: Material and Equipment Requirements on Defense Contracts.

To: Contractors engaged on construction of defense projects within the Honolulu District.

Recent experience on construction work has demonstrated that it is becoming increasingly difficult to secure delivery of necessary materials and equipment without undue delay in some phase of the work. It is imperative that construction of defense projects be expedited and completed as soon as practicable with due regard to considerations of economy, sound construction practice, and close adherence to the contract plans and specifications.

In order that construction on defense projects may proceed steadily and without interruption, it is considered highly desirable that all contractors anticipate material and equipment requirements and place all orders at the earliest possible date. Granting of priority ratings has materially aided delivery of certain items, however, the effectiveness of this system has been diminished by the large volume of existing business. Placing of orders at an early date materially advances date of delivery.

Cooperation of all concerned is urgently requested.

[s] THEODORE WYMAN, Jr.,
Theodore Wyman, Jr.,
Lt. Col., Corps of Engineers,
District Engineer.

EXHIBIT M

[7]
ND 600.114-602

5-H
MAY 9, 1942.

Subject: Statement of the Department Engineer in reply to allegations of Robert Hoffman relative to the progress of work at Bellows Field under Contract No. W-414-eng-202.

To: The Commanding General, Hawaiian Department, Fort Shafter, T. H.

1. Reference is made to the testimony of Mr. Robert Hoffman, Area Superintendent, Hawaiian Constructors, Bellows Field, T. H., which testimony was taken at Hickam Field, T. H., on the 21st of April, 1942, by Colonel Lathe B. Row, I. G. D., Department Inspector General, and forwarded to this office by Interstaff Routing Slip from the Inspector General to the Department Commander, and thence to this office.

2. From an analysis of the testimony of Mr. Hoffman, it appears to be a highly falsified general criticism of the conduct of the work by this office on the island of Oahu, a criticism of virtually all of the key personnel, and a criticism of his employers, the Hawaiian Constructors. In order to properly present the matter, it is necessary to refute his general allegations; however, these will be touched on but briefly as the actual facts presented demonstrate beyond reasonable doubt that Mr. Hoffman was grossly inefficient, either willfully or through lack of ability and apparently without integrity.

3. It has been deemed desirable, however, to answer in somewhat greater detail, the allegations made relative to the water supply and gasoline storage projects at Bellows Field, due to the importance of these works.

4. Mr. Hoffman's complete lack of integrity is evident from the answer to the fourth question appearing on page one of the testimony, wherein he falsely claims to receive \$4,200 per year from the Hawaiian Constructors payable from their funds, in addition to the \$7,800 yearly from the funds payable by the United States. His total salary was \$7,800 yearly and not \$12,000 as claimed. This deliberate and premeditated prevarication, under oath, demonstrates the worthlessness of his testimony.

5. By way of introduction, it may be stated that Mr. Robert Hoffman was employed on the mainland by the Hawaiian Constructors (cost-plus-a-fixed-fee contractors—Contract No. W-414-eng-602), for the position of Assistant Building Superintendent at a salary of \$400.00 per month (\$4,800 per annum). [2]

His initial assignment at this field was confined to relatively simple wood mobilization structures. At a later date, work commenced on the runways and the first one was completed (to a usable degree) late in December 1941, with the exception of the fine grading and paving with asphalt. Subsequent promotion to \$500.00, to \$600.00 and thence to \$650.00 per month, with the title of Area Superintendent, were authorized on October 21, 1941, January 24, 1942, and March 24, 1942, respectively. Shortly, after the outbreak of war, it was noticed that the progress of work at Bellows Field was conspicuously slow. Efforts were made to speed up construction, but all such efforts failed. Mr. Hoffman either would not or could not, through incompetence, maintain anything like a normal rate. The history of the gasoline storage tanks set forth below conclusively demonstrates this fact. The source of the trouble, having been analyzed, Mr. Hoffman was removed for incompetence shortly after his last promotion (included with fifty-eight other employees) had been approved. The interests of the United States rendered this action mandatory. In no case, where the facts have been known, has this office tolerated hindrance of the defense effort by permitting incompetent personnel to remain in charge of vital projects.

6. Mr. Hoffman's motives in submitting his testimony wherein he vindictively attacks his superiors and representatives of this office are not understandable. It is noted that he submitted his evidence only after his removal. Obviously his patriotism, if genuine, would have prompted him to speak at an earlier date, as his supposedly pertinent observations were, in some cases, not disclosed for a period of six months.

7. In his testimony, it is noted that he has commented upon many matters on which he is completely uninformed. Investigation reveals that he has distorted facts to suit his peculiar purpose, and finds, it to his interest to resort to the truth only upon infrequent occasions. Inquiry from his former associates discloses that his reputation for truth and veracity, based upon their observations over a period of a year, is bad.

8. That his testimony is presented on a biased viewpoint is demonstrated by the fact that no mention is made of the outbreak of war as contributing to the difficulties encountered.

9. Since his removal, conditions have improved. The gasoline storage tanks were completed to a usable condition on May 4, 1942.

10. The discussion herein follows in general the sequence of his testimony. Mr. Hoffman first criticizes the organization of the U. S. E. D., contending that they are attempting to do a field job by remote control with men earning \$3000 to \$4800 annually and who are without the proper experience. [3] It is a well known fact that work on the mainland prosecuted under the direction of the various Engineer Offices is handled in this manner with great success, thereby demonstrating that a great multiplicity of relatively simple projects (as encountered in the Hawaiian Islands) does not require the presence in the field of government employees in the higher salary brackets. An examination of the projects under construction will result in the conclusion that they are relatively simple construction problems, far less intricate than the lock and dam structures frequently encountered in the mainland, which have been successfully constructed under the direction of the Corps of Engineers for almost the past century with the same type of organization.

11. In one of his initial statements he contends the work was being prosecuted by remote control. Actually the work at Bellows Field was largely under his control as Area Superintendent for the Hawaiian Constructors, with the Area Engineer at Bellows Field in local charge of the functions of this office. The design of work is handled in the Young Building, a forty minute drive from the field, and with direct telephone connection. The island of Oahu is divided into seven areas. The islands of Kauai, Maui (with Molokai and Lanai) and Hawaii are each separate areas. Southerly Pacific Islands comprise four additional areas. Obviously this is decentralization to a high degree. Mr. Hoffman apparently was either incapable of appreciating this fundamental fact or he chose to intentionally distort even this basic truth. This is typical of the remainder of the observations and is consistent with his general character.

12. Procurement in the Hawaiian Islands for large scale construction is necessarily something of a problem, where, as in this case, funds were not available to permit stocking of needed materials. It is evident that special materials must

be brought from the mainland and that securing such items, even when ordered by radio must take several weeks at the very minimum. Major Shields, who handled procurement and was relieved of this assignment only when it was desired to utilize his services as Area Engineer at Station "Y", is a graduate engineer, well qualified to handle any mass production procurement pertaining to the work in the Hawaiian Islands. Shortly before Major Shields' transfer to his new assignment, the total estimated cost of Contract W-414-eng-602 was less than \$15,000,000 and as of July 15, 1941, was less than \$6,000,000 at which time procurement on the mainland had already become an acute problem due to shortage and delay in securing materials. Mr. Hoffman chose to ignore entirely the recognized shortage of materials which required the complicated system of priorities which has been in effect for more than one year.

13. The criticism of the prosecution of the work on the gasoline installations may be understood more clearly after a review of the pertinent facts connected therewith. On page 3 of the testimony, it is stated that "the tunnel was driven but not completed for a period of 90 days." [4] Mr. Hoffman's personal animosity to Mr. Cherry, Superintendent of the Hawaiian Constructors, contributed largely to the change in organization by which Mr. Cherry, his crew, and his equipment were withdrawn from the work at Bellows Field to permit the Area Superintendent to handle all tunnel work in the area. When this change was effected, on December 8, 1941 (approximately) the tunnel for gasoline tanks had been driven to its full length for six tanks. However, it was decided to excavate a relatively shallow trench in the floor of the tunnel to contain a concrete pipe duct to house the pipes leading to the tanks. With the inexpert supervision and methods utilized by the Area Superintendent, work on this project was delayed for approximately three months.

14. On page 3, he states "the U. S. E. D. insisted on having the tanks within 24 hours which was a physical impossibility." This statement is without foundation nor is there any record in this office of such demand.

15. Mr. Hoffman stated (on April 21, 1942) that there was no way to fill the tanks with gasoline and he specifically mentions, "as an accredited engineer" that no plan had been made to pump gasoline in these tanks. Actually, as of May 1, 1942, a pipe line was in existence for this filling the tanks. This line extends from the tanks, up the hillside, along the road to the additional tunnels under construction, (which road is usable and accessible for heavy trucks) terminating in intake pipes providing means whereby the tanks may be filled at this point by utilizing a gravity system, which method is obviously less expensive and has many advantages over any system which Mr. Hoffman deemed necessary. It is apparent from his own statement that the relatively simple expedient of the gravity system did not occur to him. Mr. Tillman, the Area Engineer who succeeded Mr. Lynch, found stored at Bellows Field practically all of the complete pipe fittings for the tanks including the pressure release valves which Mr. Hoffman at one time said had not been shipped from the mainland and which he apparently decided to forget were stored at the site.

16. There is no genuine excuse for the delay in installing the tanks in the tunnel. The 15 pound rail referred to is part of a limited local supply used for tunnel construction. The construction at an inaccessible A. W. S. Station required the use of this light weight rail. The inaccessible location of the station required use of a pack train to deliver the rail. It is evident that the 60 pound rail could not be used for this purpose, whereas it was perfectly satisfactory and available for use at Bellows Field. Colonel Robinson directed the Hawaiian Constructors to secure immediately the needed 60 pound rail of which there is a great surplus available in Honolulu. This was for use in skidding the tanks into position. Mr. Hoffman took this incident as an excuse to delay prosecuting the work. It was entirely within his prerogative, and a part of his responsibility as Area Superintendent to expedite the action of his organization in securing the necessary rail. Instead, as in many other instances, he did nothing about the matter. [5] Mr. Cherry finally delivered 1,200 track feet of rail together with the ties to the field on February 1, 1942. The Area Engineer, Mr. Lynch, had assured Colonel Wyman that the tanks could be placed and properly connected in a period of ten days, provided that he was given an RD 8 Caterpillar and other necessary materials. These materials and the tractor were delivered in accordance with his requisition. Mr. Hoffman then installed the rail extending up the hillside from the then location of the tanks and into the tunnel. Then, at this late date, in attempting the excavation of the trench in the floor of the tunnel, he ascertained that the tracks and ties interfered with the work and he decided to remove the tracks and ties from the tunnel and stock them

outside. The necessary excavation for the pipe duct in the floor of the tunnel continued at a slow pace for a period of approximately 60 days, during which time, three of the tank saddles required for one tank were constructed at the remote end of the tunnel.

17. Mr. Hoffman insisted on pouring one set of concrete saddles, moving in one tank for same, building the next set of saddles and moving in another tank, all of which was scheduled to take 48 days. The Area Engineer, Mr. Tillman, however, insisted upon pouring the saddles first and then moving in the tanks, thereby saving a great deal of time.

18. A brief resume shows that work started on the tunnel about September 18 and stopped on December 8, 1941. Nothing further was done until about February 10th, 1942, when the trench was started. The trench was completed on March 20, 1942. The initial attempt to move the first tank on March 25, was a failure as a saddle pulled out of position due to use of improper methods. This schedule demonstrates that from December 8, 1941 to March 25, 1942, a period of 3½ months, little was done on the project except construct the saddles and excavate the trench and place therein the concrete duct for the pipes. The dilatory conduct of the Area Superintendent in this matter is difficult to understand, but may be attributed to his lack of experience in handling projects of this nature.

19. Some further delay in prosecuting the work on this project was occasioned by suspending operations on this project due to the desire of the local Air Corps to use the tunnel for some other purposes. This matter was finally settled and no change was made in the tunnel for that reason.

20. The design of both the water supply and fire protection system for Bellows Field assures adequate facilities for the completed camp. The present system is temporary only for use during construction. The facts relative to the 4" water line are that virtually all materials for this line were delivered by February 19, 1942. At that time, some trenching had been completed. Mr. Hoffman then delayed starting work until he could secure a reducer connection for the transition from 6" to 4" pipe. Upon receiving that item, he then said he needed a 6" x 6" cross fitting. Upon receiving that, he then stated he needed a 22½ degree fitting. Then, having exhausted even his ingenuity for concocting excuses, he put off from day to day initiating work on the project. [6] Finally, this office, in an effort to get the work done, assigned the project to Mr. John F. Nichols, a Honolulu contractor who completed the job in less than 6 days under a negotiated contract. Water was in the line on May 4, 1942.

21. On page 3 of the testimony, it is stated "the requisition for the materials for the 6" line was dated February 16 and until the 20th of April, neither the fittings nor the cast iron had been delivered." Actually, the Area Coordinator, Mr. Plummer, located all necessary materials for this line in the base yards, earmarked them for the Bellows Field project, and delivered receipts then in use known as "stug-outs" to the Hawaiian Constructors' Superintendent of Transportation to effect delivery of this material to the site of work. Any subsequent delay in delivery of this material is evidently a responsibility of the Hawaiian Constructors which the Area Superintendent could have remedied. However, inasmuch as Mr. Hoffman had permitted all the materials for the 4" line to remain at the site of the work without making any effort towards their installation, it is evident that expediting delivery of the material for the 6" line at that time would merely have resulted in materials for two lines, instead of one, lying idle at the site. However, it appears that some materials for the 6" line were delivered and stored on the property of the sugar company nearby, taken from there by the forces of the Hawaiian Constructors and installed in a 6" distribution line inside Bellows Field, but not in connection with the proposed 6" water supply line. It will be noted that Mr. Hoffman already knew the distribution system of Bellows Field was over-taxed and that installing this additional interior distribution line before the needed supply line merely aggravated that condition.

22. Based on his supposedly wide experience, Mr. Hoffman has apparently convinced some that he is qualified to handle the extensive construction work in the area, including runways for the airport. Mr. Tillman, who succeeded Mr. Lynch as Area Engineer, became dissatisfied with the operation of the asphalt plant at Bellows Field as the asphalt being placed in the runways was obviously unsatisfactory. Joint investigations made by Mr. Tillman and his associates in the District Office, including one engineer, especially well qualified through many years of broad experience in highway work on the mainland, indicated that Mr. Hoffman knew nothing whatsoever about the operation of this plant and that

it had been set up and assembled in a rather haphazard way. After six weeks' operations, certain vital features of the plant were on the site but not installed in the plant. Mr. Hoffman had refused to make these installations when requested to do so by the Area Engineer. After Mr. Hoffman's removal, this matter was remedied immediately.

23. On page 4 of the testimony, he states the work "is being done as only a group of saboteurs could do it." Before his removal the dilatory conduct of work under his direction, subsequent to the outbreak of war, was so pronounced that serious thought should be afforded this charge as regards his own failure (as previously mentioned) to prosecute the work with even ordinary diligence.

[7] The reference to the appointment of a political group, (mentioning four officers) opposed to Colonel Wyman is obviously nonsense. Colonel Wyman had their wholehearted support; their every effort was directed to furthering the program of this office; his appreciation of this fact is evidenced by his recommendations for their promotions. In this connection, it may be pointed out that Lt. Col. Robinson preceded Colonel Wyman to the Honolulu District, so his appointment was evidently not for the fanciful reason mentioned.

24. The handling of equipment by this office was an intelligent, honest effort to improve the then existing somewhat unsatisfactory conditions. His reference to the materials on hand, at the Honolulu Iron Works, is irrelevant inasmuch as this office placed many orders on the mainland prior to the War to effect a substantial savings to the government.

26. His reference to overstaffing is far from authoritative. Cost-plus-a-fixed-fee contracts are an innovation on which he is absolutely uninformed. Existing Government regulations require compliance with certain directives such as keeping costs, etc. The timekeeping and payroll records were also handled by this office. For these reasons, the Government Area Office must of necessity utilize a larger office force than the contractor who need not concern himself with this detailed paper work.

26. The baseyard situation has always been something of a problem due to a definite lack of a source of suitable trained employees available for this work.

27. Withdrawing work from the Hawaiian Constructors to have it accomplished by hired labor forces is the result of an effort to further the interests of the United States by prosecuting work by whatever means seem most effective. This point is illustrated by the case of the 4' water-line at Bellows Field where the failure of Mr. Hoffman to do anything at all resulted in transferring it to Mr. Nichols, who expeditiously completed the work by lump sum contract.

28. The comments upon the contract and the organization of the Hawaiian Constructors are also totally irrelevant. It will be noted (as aforementioned) that he fails to mention the current war contributing anything to the difficult conditions. This is typical of his testimony as it is evident that he is indulging in an attempt to "white-wash" himself for his sorry effort, and to subject to criticism all who failed to tolerate his own brand of inefficiency. He completely fails to mention the organizational problem arising from expanding a contract of this nature from \$15,000,000 to \$75,000,000 within two months, following a surprise attack on an isolated island having limited labor supply and a shipping shortage so severe that much badly needed construction equipment remained on the wharves at San Francisco for three months or more during the critical construction stage.

[8] The situation may be further illustrated by the fact that over a period of months, Mr. Hoffman visited projects under his jurisdiction at Ulupau and Kaneohe only two or three times, resulting in the projects coming to a standstill through absolute neglect.

29. While he states Mr. McCullough of the Hawaiian Constructors was removed because his forceful and energetic nature was undesirable, he actually left because of an almost fatal heart ailment and with the sincere regret of this office. Mr. Ellison, whom he cites as the possible source of more information, was removed, as was Mr. Hoffman, for inefficiency, but in the case of Mr. Ellison, it was noted at an earlier date. His comments on the conduct of the contract are matters on which it is believed he is entirely uninformed and as such his statements do not merit comment by this office.

30. Mr. Hoffman was thoroughly discredited insofar as this office is concerned and was removed from his post after repeated verbal requests addressed to Mr. Rohl by Colonel Robinson who assembled the facts and acted accordingly. It is sincerely regretted that his removal was not accomplished at an earlier date with the resultant benefit to the progress of the work. Mr. Hoffman was the only employee of the Hawaiian Constructors who refused to submit a written statement of his previous experience when requested repeatedly, giving as his reasons,

therefor, some fanciful excuse. In light of his sorry showing, when confronted with anything more complex than construction of wood mobilization structures, with it doubted that he possesses balanced general construction experience and that his connection with the various projects mentioned in his testimony relative to his qualification would, on cross examination, verify that fact and disclose his shortcomings. It is reported that he attempted to create dissatisfaction among his former employees.

31. By his own admission (page 4 of testimony) he required 23 days to secure rail on an island the size of Oahu where the plentiful supply and high priority carried by the gasoline storage project made the problem relatively simple. As elsewhere, his failure to assume the responsibility attached to his position is the cause of delay and he now attempts to evade the consequences by making derogatory remarks affecting several individuals including one Colonel, one Lt. Col., four Majors, one Lieutenant, and several civilians, including the executive committee of the Hawaiian Constructors, one of whom is Mr. Woolley, whose many successfully completed projects include virtually all the outstanding structures on Oahu, such as the Royal Hawaiian Hotel, both Mormon Temples, the Alexander & Baldwin Building and the Hawaiian Electric office building and power plant. The record of Mr. Wooley as an experienced constructor is absolutely unimpeachable on the visible evidence. Mr. Hoffman's statement that he "pleaded for the installation of the tanks in temporary position" would imply that the problem was, for him so difficult that even with the tunnel already completed, he could not install the tanks expeditiously. Mr. Lynch anticipated the project could be accomplished in ten days.

[9] 32. A typical irresponsible statement appears on page 10 of the testimony as follows: "The bringing of white help from the mainland early in January was a decided mistake." It is clearly evident that additional help was needed and with all Island labor employed on defense projects, including more men than the plantations could freely spare, the importation of labor was the only alternative. The Navy contractors also imported labor. Over 500 additional projects, many of them large multiple units, (for example: Over 80 buildings in one evacuation camp constitute one project) were undertaken since December 7, 1941 and the local labor was then already sorely overtaxed. Many tournapulls were purchased and on the San Francisco docks awaiting shipment to Honolulu, so operators were hired accordingly. Mr. Hoffman's objections to importing skilled help including tournapull operators indicate his complete inability to grasp even the most elementary principles of supply, i. e., importing labor when the local supply is exhausted. This must seriously reduce the weight even the most optimistic person could give to his observations (on page 4 of testimony) on mass production or big organization work.

33. On page 10 of his testimony, he again evidences his mental confusion by his statement in one instance mentioning handling and development of his labor crews, "with a certain pride that I look back and see that in 25 years of construction experience I have never had a faster concrete or wood framing crew anywhere." Then four sentences later "while the native help wasn't nearly as competent as normal help on the mainland." The inconsistency is too great for possible reconciliation.

34. A year ago this office contemplated stocking-up on basis construction materials by placing large orders on the mainland; however, lack of funds necessitated reducing the quantity of materials actually ordered. Much equipment has been ordered and only since May 1, 1942, has delivery been made in substantial quantities. Mr. Hoffman obviously is unaware that purchases of material even for large projects cannot be made unless appropriations are available for such purpose.

35. The work at Bellows Field was initially confined to construction of many mobilization buildings. Later, construction of the runways focused attention on that item. The tunnel for the gasoline tanks was under the supervision of Mr. Cherry. Mr. Hoffman apparently was supplied with sufficient, adequate help so that the mobilization buildings and the excavation and placing of base course for the runways was accomplished without difficulty. However, once he was confronted with the problem of installing the tanks in the tunnel, his inability to handle the project became evident. The sequence of work, with the relatively simple projects occupying the spotlight until the last months of 1941 were contributing factors in preventing the knowledge reaching this office, of his inability to properly handle the projects in the Fifth Field Area.

36. The foregoing facts are presented to refute the allegations made. This office does not contend that the ultimate in efficiency has been maintained or that

there has been at all times a steady flow of equipment, men and materials to all projects; shortages of all three items have existed in spite of every effort. [10] Constant effort has been made and will continue to be made to improve the functioning of the organization. Allegations equivalent to sabotage, if from a responsible source, merit serious consideration. This office submits that these allegations are unfounded and are the product of an irresponsible, discredited individual who is evidently motivated by a desire to avenge his fancied wrongs. In conclusion, it is suggested for handling similar cases in the future, it would seem preferable that character investigations of claimants be made by proper authorities before such matters are submitted for consideration. This might eliminate any case where a discredited individual, released from his employment, impeached in the eyes of his associates by his own lack of truth and veracity and possibly suffering from mental aberrations could bring to highest local authorities a rambling account of half truths intermingled with falsehoods and create further interruption to important work by rendering it necessary to prepare a reply.

A. K. B. LYMAN,
Colonel, Corps of Engineers,
Department Engineer.

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