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Return to
Contract Section

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into the 25 day of June, 1958, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and the HARSHAW CHEMICAL COMPANY (hereinafter referred to as the "Contractor"), a corporation organized and existing under the laws of the State of Ohio, with its principal office in Cleveland, Ohio;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into Contract No. W-7405-Eng-276, dated May 27, 1944, providing for the design, equipping and operation of a plant by the Contractor; and

WHEREAS, the said contract has been amended heretofore by Modifications Nos. 1 - 84; and

WHEREAS, Modification No. 84 expressed the agreement of the parties with respect to certain matters, including the decontamination of equipment to be transferred to the Contractor and the Contractor's premises, involved in closing out the said contract; and

WHEREAS, the parties now desire to further amend the contract with respect to certain of the aforementioned matters; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954 in the interest of the common defense and security;

NOW, THEREFORE, said Contract No. W-7405-Eng-276 is modified in the following respects, but in no others:

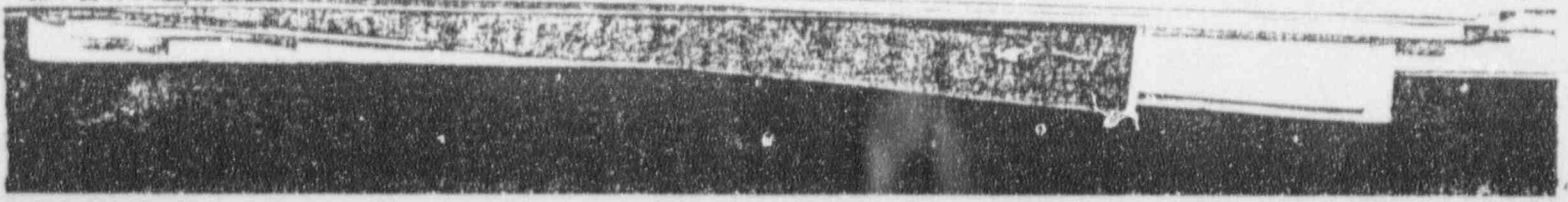
1. In Article II-A - Operation And/Or Use Of Plant C By Government, delete subparagraph c. of Paragraph 6 and substitute the following new subparagraph c. therefor:

"c. Decontamination.

The Contractor shall decontaminate all equipment transferred to it pursuant to subparagraph d. of this paragraph and its own premises used in the performance of this contract. Such decontamination shall be in accordance with the recommendations contained in the document

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entitled "Attachment To Modification No. 85", which is hereby made a part of this contract. The Contractor shall also comply with the said recommendations as they concern the handling, use or ultimate disposition of any of the equipment transferred to it. The Contractor shall endeavour to complete decontamination of its premises not later than June 15, 1958, after which an inspection to determine remaining radiation shall be made by the Commission. The Contractor shall promptly take any additional steps deemed necessary by the Commission, upon the basis of its inspection, to reduce contamination of the premises to acceptable levels. The Commission shall furnish technical advice and assistance to the Contractor with respect to the accomplishment and the sufficiency of the required decontamination work. All uranium and uranium compounds accumulated in the course of the decontamination work shall remain the property of the Government and shall be removed from the Contractor's premises as soon as practicable after completion of all decontamination work. Upon completion and approval by the Commission of decontamination of the premises, the Commission shall promptly pay to the Contractor the lump sum of \$4,875 as its full share of the cost of such work. The Contractor shall be solely responsible for all costs in excess of that amount incurred by it in connection with the decontamination of its premises and for all costs incurred by it in connection with the decontamination of equipment hereunder."

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

THE UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: /s/ John R. Moore
(Contracting Officer)

WITNESSES:

THE HARSHAW CHEMICAL COMPANY

BY: /s/ G. R. Fernelius
TITLE: Plant Manager

/s/ Claudia C. Tucker
Claudia C. Tucker
3159 W. 11th Street Cleve.(9)
(Address)

/s/ Robert L. Doland
Robert L. Doland
245 Meadowlane, Seven Hills,
(Address)
Cleveland 31, Ohio

ASSIGNMENT

BFP

ALL MEN BY THESE PRESENTS, that THE HUNTING OILFIELD COMPANY (Contractor) a corporation organized and existing under the laws of the State of California, with its principal place of business at 1001 S. MAIN ST., OAKLAND, CALIF. has been engaged in performing work under Contract DA-36-011-AMC-001 with the UNITED STATES OF AMERICA (hereinafter called "Government"); represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), work under said contract having been completed and finally accepted) (San Francisco, California), and in consideration of the work of said contract and final payment thereunder, the undersigned Contractor does hereby presently assign and transfer to the Government, to the extent not heretofore assigned or transferred to the Government, (a) any and all subcontracts, purchase orders, and other agreements entered into in the performance of the contract and all the rights and interests it may have thereunder, except those listed in Schedule "A" attached hereto, including without limitation transfer of the administration of such subcontracts, purchase orders, and other agreements; and (b) all of its rights and interests in any refunds, rebates, allowances, accounts receivable, or other credits applicable to or in connection with any expenditures which were allowable costs under the said contract, except as specifically set forth in Schedule "B" attached hereto and hereby expressly made a part hereof.

In addition, the undersigned Contractor does hereby presently assign and transfer to the Government all rights and interests of the Contractor in any refunds, rebates or other credits, applicable to or against any expenditures which were allowable under the above-numbered contract which are not presently known but which may materialize at a later date.

The Contractor named above agrees to furnish, at the expense of the Government, any and all assistance which may be required of (it) (him) in connection with the enforcement of the rights or interests herein assigned or the settlement or defense of claims or litigation arising out of the subcontracts, purchase orders, or other agreements herein or heretofore assigned or transferred, such assistance to include furnishing any and all pertinent records, correspondence, documents, and other papers in (its) (his) possession, and the assistance of employees possessing knowledge of the facts for conference and for attendance in court as witnesses in connection with the enforcement of said rights or the settlement or defense of said claims or litigation.

The Government, for its part, does hereby assume all obligations which the Contractor may have under the subcontracts, purchase orders, and other agreements herein or heretofore assigned or transferred, to the extent that such

obligations are allowable costs under the above-numbered contract and does hereby release the Contractor from all liability and responsibility for the collection of any of said refunds, rebates, allowances, accounts receivable, or other credits herein assigned, and for the enforcement of any rights, or the defense of any claims or litigation with respect thereto, except as herein provided.

Executed this 23rd day of December, 1952.

THE HANSHAW CHEMICAL COMPANY

Contractor

WITNESSES:

By: [Signature]
C. S. Parke, President
Official Title

[Signature]
1870 Euclid Ave. Cleveland, Ohio
(Address)

[Signature]
1433 Euclid Ave. Cleveland, Ohio
(Address)

ACCEPTANCE BY UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

TITLE: [Signature]

John W. Ruch, Director Feed Materials Division

If the Contractor is a corporation, the following certificate will be executed:

CORPORATE CERTIFICATE

I, M. H. Brown, certify that I am the Secretary of the corporation executing the foregoing assignment; that C. S. Parke, who signed the said document on behalf of the assignor, was then President (officer) of said corporation; that I know his signature, and his signature thereto is genuine; and that said assignment was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

[Signature]

SCHEDULE "A"
(If no exceptions, indicate "NONE")

None

SCHEDULE "B"
(If no items of nature specified for this Schedule, indicate "NONE")

None

FINAL RELEASE

Contract No. W-7405-Eng-276

Contractor THE HARSHAW CHEMICAL COMPANY

The work under Contract No. W-7405-Eng-276 dated _____ between the United States of America (represented by the Atomic Energy Commission), and the undersigned Contractor, having been (completed and finally accepted) ~~(accepted)~~, and in consideration of final payment thereunder, the United States of America, its officers and agents, are hereby released from all claims and demands whatsoever arising under or by virtue of said contract, except as follows:

None

Executed this 23rd day of December, 1959.

Witnesses:

Mildred F. Shull
1870 Brookfield Rd. E. Cleveland, Ohio
(Address)

THE HARSHAW CHEMICAL COMPANY

(Contractor)

By [Signature]
C. S. Parke, President
(Official Title)

Doris L. Eden
14633 Euclid Ave., E. Cleveland, Ohio
(Address)

(Two witnesses required)