

CONFIDENTIAL -
HARSHAW

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A. W. Neumann, Feed Materials Division,
Cleveland, Ohio (THRU) F. R. Dowling, Director,
Feed Materials Division
John R. Moore, Director, Contract Division

December 15, 1954

HARSHAW CHEMICALS COMPANY CONTRACT NO. W-7405-eng-276

SYMBOL: ADG:RK

Enclosed for your review and comment are two copies of a proposed Modification No. 80 to the subject Contract, such modification having been developed as a result of and in general accord with your memorandum request dated December 6, 1954. Please note that the proposed Modification now provides specifically for decontamination work and activities in connection with the disposal of Government property by bid sale.

It will be necessary to revise the Ground Rules Letter dated June 30, 1954, effective October 1, 1953, to provide reference to the Modification No. 80. Furthermore, we understand that you are of the opinion that some changes in the specific reimbursement items in the Ground Rules Letter will be required in order to properly tie it in with the revised scope described in Modification No. 80. We do not have sufficient information on which to base a revision to the Ground Rules Letter, and will, therefore, appreciate your drafting a revision based upon your knowledge of the local situation or furnishing to this office the necessary data for inclusion in such a revision.

Presentation of the proposed Modification No. 80 to Harshaw for signature is not appropriate at this time. We feel that final execution of the modification and the revised Ground Rules Letter should be handled concurrently.

DEAR SIR:

John R. Moore

Enclosures (2)

CC: F. R. Dowling, w/encl.
J. C. Winkles

Elsos:jw

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PDR ADOCK 0400B724
B PDR

Modification No. 80
Supplemental Agreement to
Contract No. W-7405-ENG-276

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into the ____ day of _____, 195____, effective as of October 1, 1953, 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 Commission 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 - 79; and

WHEREAS, the parties are desirous of further amending said contract so as to clarify the work to be performed by the Contractor in connection with the disposition of Government Property; 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 respect, but in no other:

In ARTICLE IX - GOVERNMENT PROPERTY, delete the first two sentences of Paragraph 6 and substitute therefor the following:

*The Contractor (i) except as otherwise authorized in writing by the Commission, shall use Government property only in the performance of its undertakings under this contract, and (ii), except as otherwise provided in this contract, shall at any time or times deliver items of Government property f. o. b. Contractor's Harvard-Denison Plant as directed by the Commission, or shall, as directed by the Commission, take whatever actions are necessary to dispose of said Government property by bid sale or by shipment to other Government installations. In so delivering or disposing of property, the Contractor shall, as and to the extent directed by the Commission, dismantle, decontaminate, pack, compress, crate and/or otherwise prepare same for shipment and ship such property; and in consideration of its performance under this Paragraph 6, the Contractor shall be

reimbursed by the Government for the costs and expenses thereof in accordance with the Ground Rules Letter dated June 30, 1954, effective October 1, 1953, from the Commission to and accepted by the Contractor, as said Ground Rules Letter may be revised from time to time by agreement of the parties without the necessity of modifying this contract, upon presentation to the Commission of (i) properly executed and duly certified invoices or vouchers therefor and (ii) such other evidence as is satisfactory to the Commission."

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

THE UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: _____

Contracting Officer

THE HARSHAW CHEMICAL COMPANY

BY: _____

TITLE: _____

WITNESSES:

(Address)

(Address)