

US DOE ARCHIVES

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Box 226

Folder Dow Chemical Co.

(CAT-(29-1)-1106) Volume II

SUPPLEMENTARY AGREEMENT

ON A

SKILLED CRAFT TRAINING PROGRAM

FOR

CLASS WORKERS

*Exhibit C (5) Schedule 2 of Appendix A
Mod #20*

Dow - 1106

REPOSITORY D&E History Division - 326 AEC
COLLECTION General Council Contracts
BOX No. 226
FOLDER Dow Chemical Co
AT (29-1)-1106 Vol I

ARTICLE I

Purpose

The purpose of a Skilled Craft Training Program for Glass Workers is to give eight thousand (8,000) hours of work experience to selected Dow Rocky Flats employees in order that they may advance to a Glass Worker's classification and rating and to assure the Company of availability of an adequate supply of Glass Workers.

ARTICLE II

Glass Worker Training Committee

Section 1 - Committee

A Glass Worker Training Committee shall be established consisting of one (1) member of the Laboratory supervision, one (1) member of the Education Department and one (1) member of the Union.

Section 2 - Duties

The Glass Worker Training Committee shall review, analyze and pass on only those items relative to this program. Questions relating to the interpretation of the Labor Agreement shall not be answered by this Committee, but shall be referred to the Director of Labor Relations or to the Grievance Procedure as provided by the Labor Agreement.

If the Committee is unable to reach a decision on a question within five (5) days of the date the question is referred to the Committee, the matter shall be referred to the Technical Director or his appointee. If no agreement is reached within five (5) days after referral to the Technical Director or his appointee, the matter will be referred to the Joint Grievance Committee through the Director of Labor Relations.

ARTICLE III

Education Department

The Education Department in conjunction with Laboratory Group supervision and the Glass Worker Training Committee, will be responsible for approving course outlines, course contents and testing used in this program.

ARTICLE IV

Scope of Program

Section 1 - Work Experience

A schedule of work experience is outlined in Appendix A of this agreement.

The schedule and sequence of work assignments will vary to conform to plant conditions and requirements. However, a trainee should be able to get all his work experience at the Rocky Flats Plant which will enable him to qualify as a competent Glass Worker at the completion of his training.

Section 2 - Related Instruction

No formal instruction classes in subjects related to the craft work experience will be scheduled for this program.

ARTICLE V

Designation of Trainees

Trainees shall be designated as Glass Worker Trainees.

ARTICLE VI

Progression and Rate Schedule

The progression and rate schedule during the training period shall be as follows:

2.17 (3) 2.22 (3) 2.27 (6) 2.32 (6) 2.37 (6)
2.47 (6) 2.57 (6) 2.67 (6) 2.77 (6) 2.90

All trainees who enter the Glass Worker Training Program shall start at the beginning rate of the schedule and shall progress through the rates listed above.

ARTICLE VII

Operation of Program

Section 1 - Selection of Trainees

Trainees will be selected in accordance with the provisions of Article III,

Section 4 - Filling Job Vacancies, of the Labor Agreement.

Section 2 - Ratio of Trainees to Journeymen

A ratio of not more than one (1) trainee for each five (5) journeymen Glass Workers shall be established.

Section 3 - Qualifications

Applicants for this training program shall be male and have been 16 years of age. They shall be at least a high school graduate with passing grades in chemistry, physics and general mathematics, or shall pass a high school level examination in chemistry, physics and mathematics. They shall pass a test in manual dexterity and stenography.

The above tests and examinations will be prepared and given by the Education Department.

Section 4 - Training Period

The training period shall be for four (4) years of continuous employment. A minimum of nine hundred (900) hours of training shall be required for each six (6) months training period.

Section 5 - Seniority of Glass Worker Trainees

The seniority of Glass Worker Trainees shall be in accordance with Article II, Section 17, and other applicable sections of the Labor Agreement.

Section 6 - Filling Glass Worker Vacancies During Training Period

The company reserves the right to fill Glass Worker vacancies during the training period from the ranks of men who meet the established minimum qualifications of a Glass Worker.

ARTICLE VIII

Advancement of Trainees

Section 1 - Probationary Trainees

Each employee who enters this training program will be considered as a probationary Glass Worker Trainee during the first 90 days in the training program. At the end of each 30-day period during the probationary period, supervision will review the trainee's progress with him. If the trainee's progress during this probationary period is unsatisfactory, he shall be dropped from the program and released to the Employment Department for further consideration in filling job vacancies for which he qualifies.

Section 2 - Periodic Examinations

Examinations in work experience will be given at the end of each six (6) months in the program. A passing grade of seventy per cent (70%) must be made by the trainee in order to continue in the training program.

Upon completion of the training course, the trainee will be given a final examination covering the work experience he has had, and upon passing such examination, the trainee will be advanced to the classification and rate of Glass Worker.

Section 3 - Failure in Examinations

If the trainee fails in any of his periodic examinations or final examination, he shall be dropped from the program and released to the Employment Department for further consideration in filling job vacancies for which he qualifies. In the event of any such failures, the trainee may request the Training Committee to review his case. The Training Committee may, upon further examination, allow the trainee to continue in the program on a probationary basis. A second failure will drop the trainee from the training program permanently and without recourse, and the trainee will be released to the Employment Department.

ARTICLE IX

Training Program Schedule

An optimum schedule of work experience will be arranged by the Company, and the Company will make every effort to approximate this schedule. However, plant conditions and production requirements may necessitate a deviation from this schedule. It is understood that the Glass Worker Trainee will be expected to do productive work during his training period on those items on which he has been trained or which he is qualified to perform.

ARTICLE X

Records

A record form will be furnished each trainee in this program. This form will be kept up-to-date by the trainee and his supervisor and will be sent to the Education Department at the end of each month, where an accumulative record of the trainee's work experience will be maintained. The Training Committee may examine the record of each trainee at any time to determine the progress in work experience. When deemed advisable, the Training Committee may call the trainee before it for the purpose of checking his progress or other reasons concerning the training program.

ARTICLE XI

Certificates

Upon successful completion of the training program, the trainee shall receive a certificate attesting to the successful completion of the program and to his qualifications as a Glass Worker.

ARTICLE XII

Confliction Clause

Nothing in this supplementary agreement shall be construed to void or invalidate anything in the Labor Agreement between the Denver Metal Trades Council and The Dow Chemical Company. In the event of any difference in interpretation, the Labor Agreement shall supersede this supplementary agreement.

APPENDIX A

Training Schedule

A. Glass Worker Training Schedule - Part I

1. Know Glass shop Safety rules.
2. Know emergency evacuation plan of Building 34.
3. Know Glass Shop Procedure Manual.
4. Knowledge of characteristics of acids used in shop.
5. Knowledge of characteristics of solvents used in shop.
6. Use of various cleaning solutions and their safe handling.
7. Make break-off seals in 10 mm. tubing.
8. Handle small (25 mm. or less) quartz buttwelds.
9. Handle small (25 mm. or less) Vycor buttwelds.
10. Construction and adjustment of all burners used in shop.
11. Cleaning glass tubing before use.
12. Proper use of metal rollers.
13. Use of various hand tools, etc.
14. Cutting tubing with file, steel wheel, carborundum wheel, hot wire and hot glass rod.
15. Identification of common glasses used in shop.
16. Composition of common glasses.
17. Characteristics of common glass. Melting point, annealing temperature, etc.
18. Use of polariscope.
19. Instruction in various stock sizes used in fabricating.
20. Making stirring rods. Flat end and plain.
21. Explanation of flange and over annealing.
22. Making "L" and "U" bends from small tubing.
23. Fine polishing and flaring ends of small tubing.
24. Explanation of devitrification, its causes, remedy and prevention.
25. Making straight seals between small size tubes.
26. Control of outside and inside diameter and wall thickness.

27. Making various size "T" joints.
28. Welding small tube to larger tube.
29. Testing for leaks with Tesla Coil. Cause of leaks, remedy.
30. Bending absolute pressure tubes, manometers, etc., using Dewar flask tubing.
31. Drilling holes through glass.
32. Welding Standard Taper Joints, nipples and therm. wells on small flasks.
33. Making cold traps.
34. Repairing simple apparatus used on plant site.
35. Making more complicated job following sketches.
36. Silver solder platinum electrode to copper lead wire.
37. Make platinum electrode.
38. Demonstrate ability to fabricate or use the following:
 - a. Glass lathe,
 - b. Cold trap (b), page 53*
 - c. Cold trap, page 74*
 - d. Aspirator (a), page 105*
 - e. Diffusion pump, page 113*
 - f. Glass-annealing furnace,
 - g. Grinder,
 - h. Cutting wheel,
 - i. Dewar, 100 mm. O.D.
39. Pass written examination on all above items.

* Techniques of Glass Manipulation, J. D. Hollman.

B. Glass Worker Training Schedule - Part II

Demonstrate ability to:

1. Fabricate and grind 8 inch diameter bell jar, $\frac{1}{4}$ inch walls.
2. Fabricate and grind a 4 inch diameter dessicator type seal.
3. Fabricate apparatus using 64 mm. quartz or Vycor tubing.
4. Make fritted disk funnel $1\frac{1}{2}$ inch diameter.
5. Fabricate a $\frac{1}{8}$ -inch Kovar-Pyrex seal.
6. Electrolysis cell, Page 111*
7. McLead gauge, page 108*
8. Y cut-off, page 104*
9. Make quartz ground joint, standard taper.

*Techniques of Glass Manipulation, J. D. Heidman

Modification No. 19
Supplemental Agreement to
Contract No. AT(29-1)-1106
Dated: June 18, 1954
Effective: July 1, 1954

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, entered into this 18th day of June, 1954, effective July 1, 1954, by and between the UNITED STATES OF AMERICA, represented by the ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the operation by the Contractor of a facility for the fabrication of certain materials and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 18; and

WHEREAS, it is deemed desirable to further amend the said contract to extend it for a short term pending the negotiation and execution of a modification which will revise various provisions of the existing contract and extend the contract term for three years, to provide for provisional fixed-fee payments during the short term extension and to obligate additional funds for performance of the contract; and

WHEREAS, the Commission certifies that this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1946, as amended, in the interest of the common defense and security;

NOW THEREFORE, the parties hereto mutually agree to further amend Contract No. AT(29-1)-1106 in the following particular but no others:

- a. Article II is modified to read as follows:

"ARTICLE II - TERM OF CONTRACT

The term of this contract shall begin with the 18th day of January, 1951, and shall expire with the 28th day of September, 1954, unless sooner terminated as hereinafter provided."

- b. The following provision is added to Paragraph 1 of Article IV:

"(c) For the period from July 1, 1954, through September 28, 1954, a fixed-fee of Thirty-Six Thousand Five Hundred Dollars (\$36,500.00) per month payable provisionally at the end of each month, which payment shall constitute complete compensation for the Contractor's services including profit and all general home office overhead expenses for the performance of work under this contract during that period: Provided, That these provisional fee payments shall be adjusted in accordance with the provisions of the future modification which will, among other things, extend the contract term for three years."

c. The first sentence of Paragraph 3 of Article IV as modified is further modified to read as follows:

"The Commission has obligated Twenty Million One Hundred Thirty Thousand Nine Hundred Fifty Dollars (\$20,130,950.00) for the performance of the work hereunder and may obligate additional funds for the performance of the work from time to time."

All other terms and conditions of this contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement in several counterparts.

THE UNITED STATES OF AMERICA

BY: THE ATOMIC ENERGY COMMISSION

BY: /s/ Donald J. Leehey
Donald J. Leehey
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, R. B. Bennett, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that Mark E. Putnam, who signed this contract on behalf of the Contractor, was then Executive Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body; and that said contract is within the scope of the said corporation's corporate powers.

/s/ R. B. Bennett

CORPORATE SEAL

NEC-36
(1-48)

UNITED STATES ATOMIC ENERGY COMMISSION

REIMBURSEMENT AUTHORIZATION

SUBJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR The Dow Chemical Company	
CONTRACT NO. AT-(29-1)-1106 Modification No. 18	DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor approved for reimbursement, effective **January 11, 1954**

APPENDIX A, SCHEDULE 6 - Hourly Rates for Cafeteria Personnel (Revised to show conversion of weekly rates to hourly rates.)

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY <i>[Signature]</i> Gilbert E. Hoover Field Manager	DATE March 8, 1951
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UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

PAGE 1 0

PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR The Dow Chemical Company	
CONTRACT NO. Modification No. 17 AT-(29-1)-1106	DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contract is approved for reimbursement, effective **January 18, 1951**

APPENDIX A, PART IV - Transportation, Travel and Living Allowance Policies (Revised to include Item 6, Aircraft Accident Insurance.)

APPROVED FOR THE ATOMIC ENERGY COMMISSION <i>Gilbert C. Hoover</i> Gilbert C. Hoover	DATE November 14, 1951
NAME	TITLE Field Manager

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

PAGE 1 OF 1 PAGE

PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR The Dow Chemical Company	
CONTRACT NO. Modification No. 16 AT-(29-1)-1106	DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **May 18, 1953**

APPENDIX A, SCHEDULE 5 - Hourly Wage Rates for Plant Protection Employees (Increases Plant Protection rates previously approved but not included in Appendix through error.)

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY— <i>Gilbert C. Hoover</i> NAME Gilbert C. Hoover	TITLE Field Manager	DATE November
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UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

PAGE 1

PROJECT

Rocky Flats Plant

LOCATION

Rocky Flats, Colorado

CONTRACTOR

The Dow Chemical Company

CONTRACT NO.

AT-(29-1)-1106 Mod. No. 15

DATE OF CONTRACT

January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective

July 23, 1953

APPENDIX A, SCHEDULE 1 - Add Classifications:

RF-126	Lock & Key Man	\$350 - \$500
RF-127	Equipment & Armory Man	350 - 500

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY

NAME

Gilbert C. Hoovey

TITLE

Field Manager

DATE

October 21, 1953

[REDACTED]

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Modification No. 14
Supplemental Agreement to
Contract No. AT(29-1)-1106
Date: November 30, 1953
Effective July 1, 1953

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement made this 30th day of November, 1953, effective July 1, 1953, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation of the State of Delaware with its principal office and place of business at Midland, Michigan, modifying Contract No. AT(29-1)-1106, dated January 13, 1951, between said parties

WITNESSETH THAT

The parties hereto mutually agree as follows:

1. Article IV, paragraph 1, as modified, is further modified to read as follows:

"(b) For the period from July 1, 1953, to June 30, 1954, a fixed fee of Four Hundred Thirty-Eight Thousand Dollars (\$438,000) to be paid in monthly installments of Thirty-Six Thousand Five Hundred Dollars (\$36,500), beginning July 31, 1953, which shall constitute complete compensation for the Contractor's services including profit and all general home office overhead expenses for the performance of the work under this contract during that period."

2. The lettered designation of the paragraph added to Article XI of the contract by Paragraph 4 of Modification No. 6 is changed to Paragraph "(f)".

[REDACTED]

Modification No. 1
Supplemental Agreement to
Contract AT(29-1)-1106

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

THE UNITED STATES OF AMERICA

BY: THE ATOMIC ENERGY COMMISSION

BY: /s/ G. P. Kraker
George P. Kraker, Deputy Manager
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, R. B. Bennett
Assistant, certify that I am the
secretary of the corporation named
as Contractor herein; that Mark E. Putnam
who signed this contract on behalf of the Contractor, was then
Executive Vice President of said corporation; that said contract
was duly signed for and in behalf of said corporation by authority of its
governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

/s/ R. B. Bennett

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Modification No. 13 ~~to~~
Contract No. AT(29-1)-1106
Date: November 2, 1953

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 2nd day of November, 1953, by and between the United States of America (hereinafter called the "Government"), represented by the Atomic Energy Commission (hereinafter called the "Commission") and The Dow Chemical Company (hereinafter called the "Contractor"), a corporation of the State of Delaware, with its principal office and place of business at Midland, Michigan;

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106, for the operation by the Contractor of a facility for the fabrication of certain materials and for related work, which contract has previously been modified by Modifications Nos. 1 through 12; and

WHEREAS, under the provisions of paragraph 2 of Article IV of the contract, the Commission is required to audit disbursements made by the Contractor from advanced funds not less often than once each three-month period; and

WHEREAS, audit procedures of the Commission have now been changed to require Commission audit of advanced fund disbursements only once in each one-year period; and

WHEREAS, the Contractor has agreed to this change in audit procedure;

NOW, THEREFORE, Contract No. AT(29-1)-1106 as heretofore modified, is hereby further modified, but in the following particular only:

Beginning in the third line of paragraph 2 of Article IV, delete the words "three month period" and substitute therefor the word "year".

Modification No. 13

Contract No. AT(29-1)-1106

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

THE UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: /s/ Gilbert C. Hoover
GILBERT C. HOOVER
FIELD MANAGER, RFFO
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Fred H. Brown

TITLE: Ass't Treasurer

CORPORATE CERTIFICATE

I, R. B. Bennett, certify that I am the Assistant
Secretary of the Corporation named as contractor
herein; that Fred H. Brown, who signed this contract on behalf
of the contractor, was then Assistant Treasurer of said Corporation;
that this contract was duly signed for and in behalf of said Corporation
by authority of its governing body, and is within the scope of its corporate powers.

/s/ R. B. Bennett

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

PAGE 1 OF 1 PAGES

PROJECT **Rocky Flats Plant** LOCATION **Rocky Flats, Colorado**

CONTRACTOR **The Dow Chemical Company**

CONTRACT NO. **AT-(29-1)-1106 Mod. No. 12** DATE OF CONTRACT **January 18, 1951**

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective

July 23, 1953

APPENDIX A, SCHEDULE 6 - Corrected weekly rate for:

RFW-49 Assistant Cook \$56.00 (3) \$60.00

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—

Gilbert C. Hoover
NAME **Gilbert C. Hoover**

Field Manager

DATE

October 1953

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

PAGE 1

PROJECT

Rocky Flats Plant

LOCATION

Rocky Flats, Colorado

CONTRACTOR

The Dow Chemical Company

CONTRACT NO.

AT-(29-1)-1106 Mod. No. 11

DATE OF CONTRACT

January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contract is approved for reimbursement, effective

January 18, 1951

APPENDIX A, PART I, SECTION A 4. - Classification and Rate of Pay is changed to read:

4. Method of computation for daily wage will be as follows:

$$\frac{\text{Monthly Salary} \times 12 \times 14}{365} \approx 10$$

APPROVED BY: [Signature]

Special Agent in Charge

Field Manager

DATE

September 1951

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR The Dow Chemical Company	
CONTRACT NO. AT-(29-1)-1106 Mod. No. 10	DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contract is approved for reimbursement, effective **September 14, 1953**

APPENDIX A, SCHEDULE 1 - Add Classification:

RF-56B Standards Department Superintendent \$450 - \$800

APPROVED BY <i>[Signature]</i> Field Manager	DATE September 14, 1953
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UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

PAGE 1 OF 1 PAGES

PROJECT Rocky Flats Plant LOCATION Rocky Flats, Colorado

CONTRACTOR The Dow Chemical Company

CONTRACT NO. AT-(29-1)-1106 Mod. No. 9 DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective July 28, 1953

- APPENDIX A, PART I, SECTION C 1. - Holiday Payments
- APPENDIX A, PART I, SECTION F 1. - Leave Privileges
- APPENDIX A, PART III, SECTION H. - Other Employee Relations
- APPENDIX A, PART III, SECTION I. - Travel to Professional Meetings

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY:

NAME

Robert C. ...

Field Manager

III

DATE

APPROVED

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Contract No. AT(29-1)-1106

Modification No. 8

Date: October 9, 1953

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, made this 9th day of October 1953, between the United States of America, represented by the Atomic Energy Commission, and The Dow Chemical Company (hereinafter called the "Contractor"), a corporation of the State of Delaware with its principal office and place of business in Midland, Michigan, modifying Contract No. AT(29-1)-1106 between said parties.

WITNESSETH THAT:

The parties hereto agree as follows:

1. Appendix A for this contract as such appendix heretofore existed is deleted as of January 18, 1951.

2. As of January 18, 1951, the Appendix A for this contract shall be the attached documents consisting of the document headed "Appendix A" and entitled "PERSONNEL POLICIES, WAGE AND SALARY SCHEDULES, TRANSPORTATION, TRAVEL AND LIVING EXPENSE POLICIES" with Schedules 1 through 6 and Exhibits A, B, and C attached thereto.

3. The effective periods of the Schedules shall be as specified on such Schedules.

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

THE UNITED STATES OF AMERICA

BY: THE ATOMIC ENERGY COMMISSION

BY: /s/ G. P. Kraker
GEORGE P. KRAKER
DEPUTY MANAGER
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

Modification No. 8
Contract No. AT(29-1)-1106

CORPORATE CERTIFICATE

I, R. B. Bennett, certify that I am the Assistant secretary of the corporation named as Contractor herein; that Mark E. Putnam, who signed this contract on behalf of the Contractor, was then Executive Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

/s/ R. B. Bennett

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Modification No. 7
Change Order to
Contract No. AT(29-1)-1106
September 25, 1953

CHANGE ORDER

The Dow Chemical Company
Midland, Michigan

Gentlemen:

Reference is made to Article IV-3 of your Contract No. AT(29-1)-1106, for operating services at the Rocky Flats Plant, Denver, Colorado.

The amount to be obligated under your contract as specified in the above-mentioned article is hereby increased by \$5,271,450.00 from \$12,859,500.00 to \$18,130,950.00.

All other terms and conditions of this contract shall remain unchanged.

Therefore, if the foregoing modification is satisfactory, please indicate your acceptance thereof in the space provided below and return two (2) copies to this office. The third copy is for your retention.

THE UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: /s/ R. E. Cole

Reuben E. Cole

Acting Manager

Contracting Officer

Receipt of the foregoing modification is hereby acknowledged and acceptance given to its terms and conditions this 6th day of October 1953.

THE DOW CHEMICAL COMPANY

BY: /s/ F. H. Langell

TITLE: Manager, Rocky Flats Plant

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Contract No. AT(29-1)-1106

Modification No. 6

Date: August 19, 1953

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made this 19th day of August, 1953, between the UNITED STATES OF AMERICA (hereinafter called the "Government") represented by the ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation of the State of Delaware with its principal office and place of business in Midland, Michigan, modifying Contract No. AT(29-1)-1106, dated January 18, 1951, between said parties

WITNESSETH THAT

The parties hereto mutually agree as follows:

1. Article III is amended as follows:

(a) To paragraphs (d) and (k) add the following phrase to each:

"Except as limited in Article XI, paragraph (e)."

(b) Add the following paragraph:

"(o) Costs of rearranging, relocating or substantially modifying Government-owned buildings on the plant site subject to prior written approval of the Commission."

2. Article IV is amended by adding the following sentence to paragraph 1.(b).

"In the event it is not possible to reach agreement on fee by the above dates, the date for agreement on fee for subsequent fiscal years may be extended by mutual agreement. In such cases, the Contractor is authorized to receive fee payments from advanced funds at the same rate as for the fiscal year immediately preceding, with appropriate retroactive adjustment in fees so paid to be made by the Contractor after agreement has been reached on the fee for the then current fiscal year."

Modification No. 6
Contract No. AT(29-1)-1106

3. Article VII is amended by adding a new paragraph 6 as follows:

"6. The Contractor shall, in a manner satisfactory to the Commission, establish SF accounting and measurement procedures, maintain current records, and institute appropriate control measures commensurate with the national security and the economic value for the Source and Fissionable materials in its custody."

4. Article XI is amended by adding the following Paragraph (e):

"(e) Secure the written approval of the Commission before negotiation, renegotiation, or modification to service contracts administered by the Contractor which involve extending or limiting service or a change in scope of service."

5. The first paragraph of Modification No. 4, dated May 20, 1953 is modified to read as follows:

"Reference is made to Article IV-3 of your Contract No. AT(29-1)-1106 for operating services at the Rocky Flats Plant, Denver, Colorado."

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

THE UNITED STATES OF AMERICA
BY: U. S. ATOMIC ENERGY COMMISSION
BY: /s/ Gilbert C. Hoover
Gilbert C. Hoover
Field Manager - RFFO
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, Fred H. Brown, certify that I am the Assistant - secretary of the corporation named as Contractor herein; that Mark E. Putnam, who signed this contract on behalf of the Contractor, was then Executive Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

/s/ Fred H. Brown

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Contract No. AT(29-1)-1106

Modification No. 5

Date: August 10, 1953

CHANGE ORDER

The Dow Chemical Company
Midland, Michigan

Gentlemen:

Reference is made to Article VI of your Contract No. AT(29-1)-1106, for operating services at the Rocky Flats Plant, Denver, Colorado.

The amount to be obligated under your contract is hereby increased by \$2,900,000 from \$9,959,500.00 to \$12,859,500.00.

All other terms and conditions of this contract shall remain unchanged.

Therefore, if the foregoing modification is satisfactory, please indicate your acceptance thereof in the space provided below and return two copies to this office. The third copy is for your retention.

THE UNITED STATES OF AMERICA

BY: THE U. S. ATOMIC ENERGY COMMISSION

BY: /s/ G. P. Kraker

George P. Kraker
Deputy Manager
Contracting Officer

Receipt of the foregoing change is hereby acknowledged and acceptance given to its terms and conditions this 25th day of August, 1953.

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice Pres.