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AT (29-1)-1106 Vol 5

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

THIS IS A COPY OF THE  
EXECUTED DOCUMENT →

ALSO SUPPLY DIVISION

SUPPLEMENTAL AGREEMENT

Modification No. 103  
Supplemental Agreement  
Contract AT(29-1)-1106

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1966, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 102; and

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WHEREAS, the parties desire to further amend the contract to add a provision respecting nuclear reactor safeguards as set forth hereinafter; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended, and the Federal Property and Administrative Services Act of 1949, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particular but in no others:

Add ARTICLE XL - NUCLEAR REACTOR SAFETY to read as follows:

"ARTICLE XL - NUCLEAR REACTOR SAFETY

- "1. The activities under this contract include the operation of a nuclear reactor and the contractor recognizes that such operation involves the risk of a nuclear incident which, while the chances are remote, could adversely affect the public health and safety. In the operation of the nuclear reactor, the Contractor will exercise a degree of care commensurate with the risk involved.
- "2. The Contractor shall comply with all applicable regulations of the Commission concerning nuclear reactor safety and

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with those requirements (including reporting requirements and instructions) of the Commission concerning nuclear reactor safety of which it is notified in writing by the Contracting Officer.

- "3. Prior to the initial start-up of any nuclear reactor under this contract and prior to any subsequent start-up following a change which represents a significant deviation from the procedures, equipment, or analyses described in the Safety Analysis Report for that reactor, the Contractor shall:
- "a. Prepare a Safety Analysis Report and detailed plans and procedures designed to assure the safe operation and maintenance of the reactor. These will generally cover, but not be limited to: prestart-up check lists; normal operation of the reactor and supporting auxiliaries; maintenance operation; emergency situations; and technical standards for equipment and systems.
- "b. Establish nuclear safety control procedures to be used within the contractor's organization to insure

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appropriate review and internal approval of the detailed plans and procedures specified in a. above.

- "c. Submit to the Contracting Officer for his approval such procedures relating to nuclear safety as may be designated by him.
  - "d. Carry out a training program designed to assure that all personnel who will be engaged in the operations or maintenance of a nuclear reactor understand the approved plans and procedures for nuclear safety pertinent to their assignments.
  - "e. Obtain the approval of the Contracting Officer prior to such start-up of the reactor.
- "4. In the operation and maintenance of any nuclear reactor under this contract, the Contractor shall:
- "a. Use all reasonable efforts to assure that all operational and maintenance activities are performed by qualified and adequately trained personnel and, except as otherwise agreed in writing, are conducted under the supervision of personnel who are qualified to appraise any emergency condition and take prompt effective action with respect thereto.

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- "b. Operate the reactors within the operating limits which may be prescribed by the Contracting Officer. The Contracting Officer will consult with the Contractor in formulating and revising such operating limits.
- "c. Follow strictly the procedures relating to nuclear safety approved by the Contracting Officer as specified in 3. c. above and submit to the Contracting Officer for his approval any proposed changes in such procedures.
- "d. Establish a system of inspection approved by the Contracting Officer (including review of inspection reports by competent technical personnel) that will (i) provide frequent and periodic checks of reactor performance and of the qualifications and training of operating and maintenance personnel and (ii) provide for investigation of any unusual or unpredicted reactor conditions that might affect the safe operation of the reactor.
- "e. Report promptly to the Contracting Officer any change in the physical condition of the reactor or its

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operating characteristics that might in the judgment of the Contractor affect the safe operation of the reactor.

- "f. Shut down the reactor immediately whenever so instructed by the Contracting Officer or whenever, in the judgment of the Contractor, the risk of a nuclear incident endangering persons or property warrants such action.
- "g. Prepare in cooperation with other services and facilities available at the site and with the approval of the Contracting Officer, a plan for minimizing the effects of a nuclear incident upon the health and safety of all persons on the site; cooperate with the Contracting Officer in his preparation of a plan to protect the public off the site; instruct its personnel as to their participation in such plans and any personal risk to such personnel that may be involved; and participate in such practice exercises as may be desirable to assure the effectiveness of such plans."

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All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: U. S. ATOMIC ENERGY COMMISSION

DATE: Undated

BY: S/ JAMES L. McCRAW

**J. L. McCraw, Deputy Manager  
Albuquerque Operations Office  
Contracting Officer**

THE DOW CHEMICAL COMPANY

DATE: October 29, 1966

BY: S/ CALVIN A. CAMPBELL

TITLE: Vice President

CORPORATE CERTIFICATE

I, A/ P. Hanmer, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that Calvin A. Campbell, who signed this Supplemental Agreement on behalf of said corporation was then Vice President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 31st day of October, 1966.

(SEAL)

S/ A. P. HANMER  
**A. P. Hanmer  
Assistant Secretary**

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

THIS IS A COPY OF THE  
EXECUTED DOCUMENT →

Modification No. 102  
Supplemental Agreement  
Contract AT(29-1)-1106

ALO SUPPLY DIVISION

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1966, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 101; and

WHEREAS, the parties desire to further amend the contract to reflect their agreement upon the work to be performed by the Contractor during the period July 1, 1966 through June 30, 1967 and the fixed fee to be paid the Contractor for the performance of such work and to make certain other changes in the terms and conditions of the contract as set forth hereinafter; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particulars but in no others:

1. Paragraph 1., of ARTICLE IV - CHANGES, is amended in its entirety to read as follows:

- "1. Changes and Adjustment of Fee. The Contracting Officer may at any time and without notice to the sureties, if any, issue written directions requiring additional work within the general scope of this contract or directing the omission of or variation in work covered by this contract. If any such direction results in a material change in the amount or character of the work described in the article entitled "Statement of Work", Appendix B, "Scope of Work" and/or in the document described in Paragraph 2. a. of the article entitled "Term, Estimates of Cost, Obligation of Funds, Fixed Fee and Financial Plan", an equitable adjustment of the fixed fee shall be made in accordance with the agreement of the parties and the contract shall be modified in writing accordingly. Any claim by either party for an adjustment under this article must be asserted in writing within 90 days from the date of receipt by the Contractor of the notification of change unless, within the said 90 days, the parties mutually agree to an extension of time for asserting the claim. The parties agree to prosecute in good faith any claim so made in the shortest possible time after the notice of claim is filed. A failure to agree on an equitable adjustment under this article shall be deemed to be a dispute within the meaning of the article entitled 'Disputes'."

2. Paragraph 2., of ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE AND FINANCIAL PLAN, is amended in its entirety to read as follows:

- "2. a. Estimate of Cost and Fixed Fee. The estimated cost of the work under this contract for the period July 1, 1966 through June 30, 1967 is Forty-one Million Four Hundred Seventy-two Thousand

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Dollars (\$41,472,000.00) exclusive of the Contractor's fixed fee for performance of such work. The Contractor's fixed fee for performance of the work during the period July 1, 1966 through June 30, 1967 is One Million Three Hundred Eighty-six Thousand Dollars (\$1,386,000.00). In agreeing upon the foregoing estimate of cost, and upon the fixed fee to be paid, the amount and character of the work which the parties contemplated would be performed by the Contractor during the period July 1, 1966 through June 30, 1967 is that reflected in the work assumptions set forth in Secret Restricted Data Letter, S. R. Woodruff to L. M. Joshel, dated June 2, 1966 Subject: "Scope of Work (and Estimated Costs) Upon Which The Dow Chemical Company's FY 1967 Fee Was Negotiated".

- b. Provisional Fee Payments. The Contractor shall also receive a fixed fee for performance of work in subsequent periods during the term of this contract, each such fee to be based upon the work to be performed in the period involved and to be as negotiated and determined prior to the start of the period involved or at such later time as the parties may agree. If the aforementioned determination has not been made prior to the start of the period involved, the Contractor shall continue to receive monthly payments on account of fixed fee at the rate in effect during the prior period. Appropriate adjustment will be made promptly upon determination of the fixed fee for the new period".

3. Paragraph 5. of ARTICLE V - TERM, ESTIMATES OF COST OBLIGATION OF FUNDS, FIXED FEE AND FINANCIAL PLAN, is amended in its entirety to read as follows:

"5. Limitation on Government's Payment of Costs. Payment by the Government to the Contractor on account of allowable costs shall not in the aggregate at any time exceed the amount of funds then obligated hereunder, less the Contractor's total fixed fee."

4. Paragraph 7. of ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE AND FINANCIAL PLAN, is amended in its entirety to read as follows:
- "7. Notice of Costs Approaching Estimate of Funds Available - Contractor Excused Pending Increase when Funds Available Reached.
- a. Whenever the Contractor has reason to believe that the total cost of the work under this contract (exclusive of the Contractor's fixed fee) for the then current annual period beginning July 1 will be substantially greater or less than the estimated cost of the work for that period, the Contractor shall promptly notify the Contracting Officer in writing.
  - b. The Contractor shall also notify the Contracting Officer in writing whenever the Contractor estimates that funds available under the contract are sufficient only to cover contract operations, including the Contractor's unpaid fixed fee and outstanding commitments, for ninety days.
  - c. When outstanding commitments, including the Contractor's unpaid fixed fee, equal 100% of funds available, the Contractor shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the Contracting Officer thereafter shall increase the funds obligated with respect to this contract.
  - d. For the sole purpose of applying the provisions of this paragraph 7., funds available shall be deemed

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to include (i) cash on hand, (ii) amounts obligated but not advanced, including the available balance under Letter of Credit, (iii) amounts authorized but not yet paid to the Contractor in reimbursement for work performed or to be performed under this contract pursuant to "cash purchase orders" accepted by the Contractor at the direction of or with the approval of the Commission, and (iv) only for the purpose of determining whether the notice required in 7. b. above must be given, other revenue in connection with contract work which the Contractor estimates it will receive during any particular ninety day period involved."

5. Paragraph 2. of ARTICLE VI - ALLOWABLE COSTS AND FIXED FEE, is amended by deletion of the parenthetical expression "(less applicable income and other credits)" from the first sentence.
6. Paragraph 3. of ARTICLE VII - PAYMENTS AND ADVANCES, is amended in its entirety to read as follows:
  - "3. Special Bank Account - Use. All advances of Government funds shall be made by check payable to the Contractor, or shall be secured through a Letter of Credit procedure authorized by the Fiscal Assistant Secretary, U. S. Treasury Department, and shall be deposited only in a Special Bank Account or Accounts, established by an Agreement for Special Bank Account in the form and containing the provisions set forth in Appendix C of this contract. The Contractor shall likewise deposit in the Special Bank Account any other revenues received by the Contractor in connection with the work under this contract, other than the Contractor's fixed fee. No part of the funds in the Special Bank Account shall be (i) mingled with any funds of the Contractor, or (ii) used for a purpose other

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than that of making payments for costs allowable under this contract, the Contractor's fixed fee, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer shall at any time determine that the balance on such bank account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct."

7. Paragraph 4. of ARTICLE IX - ACCOUNTS RECORDS AND INSPECTION, is amended by substituting the word "three" for the number "6" in the second sentence.
8. Paragraph 1. of ARTICLE X - EXAMINATION OF RECORDS, is amended in its entirety to read as follows:
  - "1. The Contractor agrees the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract unless the Commission authorizes their prior disposition."
9. ARTICLE XVII - SUBCONTRACTS AND PURCHASE ORDERS, is amended by the addition of Paragraph 3. as follows:
  - "3. Subcontractor Cost or Pricing Data. In addition to, and without derogation of any rights under Paragraph 1. of this article and any other provision in this contract, the Contractor shall, as and when required by the AECPR's or FPR's, require subcontractors to furnish cost or pricing data and, when applicable, include in subcontracts the clause set forth in AECPR 9-3.814-50, except as otherwise directed or approved by the Commission.

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10. Paragraph 2. of ARTICLE XXII - LABOR, is amended in its entirety to read as follows:
  - "2. Equal Opportunity. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
    - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or

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workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of subparagraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations

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Contract AT(29-1)-1106

or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the Government to enter into such litigation to protect the interests of the Government.

11. ARTICLE XXX - RENEGOTIATION, is amended in its entirety to read as follows:

"ARTICLE XXX - RENEGOTIATION

If this contract is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

1. This contract is subject to the Renegotiation Act of 1951 (50 U.S.C. App. 1211, et seq.), as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this article shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing, this contract shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

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Contract AT(29-1)-1106

2. The Contractor agrees to insert the provisions of this article, including this Paragraph 2., in all subcontracts, as that term is defined in Section 103g. of the Renegotiation Act of 1951, as amended."

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: U. S. ATOMIC ENERGY COMMISSION

DATE: June 24, 1966

BY: S/ L. P. GISE  
L. P. Gise, Manager  
Albuquerque Operations Office  
Contracting Officer

THE DOW CHEMICAL COMPANY

DATE: June 30, 1966

BY: S/ A. P. BEUTEL

TITLE: Vice President

#### CORPORATE CERTIFICATE

I, e Calvin A. Campbell, certify that I am the Secretary of the corporation named as Contractor herein; that A. P. Beutel, who signed this Supplemental Agreement on behalf of said corporation was then Vice President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 30th day of June 1966

(SEAL)

S/ CALVIN A. CAMPBELL

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

Modification No. 101  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1965, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 100; and

WHEREAS, the parties hereto desire to further amend the contract to reflect their agreement upon the work to be performed by the Contractor during the period July 1, 1965 through June 30, 1966 and the fixed fee to be paid the Contractor for the performance of such work and to make certain other changes in the terms and conditions of the contract as set forth hereinafter; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particulars but in no others:

1. Paragraph 2. of ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE, AND FINANCIAL PLAN, is amended by adding the following:

"The estimated gross cost of the work to be performed under this contract for the period July 1, 1965 through June 30, 1966, is Thirty-nine Million Six Hundred Twenty-seven Thousand Dollars (\$39,627,000.00), exclusive of the Contractor's fixed fee. The Contractor's fixed fee for performance of such work during the period July 1, 1965 through June 30, 1966, is One Million Three Hundred Thousand Dollars (\$1,300,000.00)."

2. Paragraph 1. of ARTICLE XXII - LABOR, is amended to read in its entirety as follows:

1. Contract Work Hours Standards Act - Overtime Compensation. This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

- a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of Paragraph a., the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated

STANDARD

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of Paragraph a. in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by Paragraph a.

- c. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of Paragraph b.
- d. Subcontracts. The Contractor shall insert Paragraphs a. through d. of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- e. Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract. "
3. Paragraph 2. of ARTICLE XXII - LABOR, is amended by substituting the words "Equal Opportunity" for the words "Non-discrimination in Employment" as the title and by inserting immediately after the title the following:

"(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, ch. 60). Exemptions include contracts and subcontracts (i) not exceeding \$10,000, (ii) not exceeding \$100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)"

4. The Preamble to the Personnel Appendix "A", Modification No. 92, is amended to read in its entirety as follows:

"The personnel policies, wage and salary schedules, and transportation, travel and living expense policies set out in this Appendix A are the policies of the Contractor which have been approved by the Commission for application to this Contract for the purpose of determining certain allowable costs as provided for in the article of this contract entitled 'Allowable Costs and Fixed Fee', and shall apply to all Contractor employees regularly assigned to the Rocky Flats Plant, engaged in work under this contract irrespective of the place of performance of work.

"Through the Contractor's own standard audit procedures and executive review, the Contractor will take steps to ascertain that the policies and procedures set forth in this Appendix A are carried out.

"Consistent with any legal or Commission policy limitations, it is the intention of the parties generally to treat employees of the Contractor engaged directly on the work hereunder no more and no less favorably than employees engaged in the Contractor's commercial operations. However, it is agreed that only those items of personnel costs and related expenses specifically set forth in this Appendix A are allowable costs under this contract. In order to achieve generally equal treatment of the Contractor's employees, it will be necessary to revise this Appendix A from time to time. Either party may request that this Appendix A be revised and the parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by written modifications to the contract, normally in the form of Reimbursement Authorizations, signed by both parties to this contract. Unless otherwise approved by the Commission, the effective date of each such modification shall not precede the date on which the Contractor first requested such contract modification in writing. Execution of such a modification by the General Manager, or higher authority, will be binding upon the Contractor. For ease of reference, all such modifications are hereinafter referred to as Reimbursement Authorizations."

Modification No. 101  
Contract AT(29-1)-1106

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: U.S. ATOMIC ENERGY COMMISSION

DATE: 7/6/65

BY: /s/ L. P. Gise  
**Manager**  
**Albuquerque Operations Office**  
**Contracting Officer**

THE DOW CHEMICAL COMPANY

DATE: 7/6/65

BY: /s/ H. D. Dean

TITLE: Pres.

CORPORATE CERTIFICATE

I, Calvia A. Campbell, certify that I am the Secretary of the corporation named as Contractor herein; that H. D. Dean, who signed this Supplemental Agreement on behalf of said corporation was then President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 6th day of July, 1965.

/s/ Calvia A. Campbell

(SEAL)

APPENDIX A  
CONTRACT AT(29-1)-1106  
THE DOW CHEMICAL COMPANY  
MODIFICATION NO. 101

PERSONNEL POLICIES  
WAGE & SALARY SCHEDULES  
TRANSPORTATION, TRAVEL AND LIVING EXPENSES AND  
RELATED POLICIES

The personnel policies, wage and salary schedules, and transportation, travel and living expense policies set out in this Appendix A are the policies of the Contractor which have been approved by the Commission for application to this Contract for the purpose of determining certain allowable costs as provided for in the article of this contract entitled "Allowable Costs and Fixed Fee", and shall apply to all Contractor employees regularly assigned to the Rocky Flats Plant, engaged in work under this contract irrespective of the place of performance of work. The policies and schedules of this Appendix A shall also apply to all Contractor employees regularly assigned to the Albuquerque Plant operated by the Contractor for the Commission.

Through the Contractor's own standard audit procedures and executive review, the Contractor will take steps to ascertain that the policies and procedures set forth in this Appendix A are carried out.

Consistent with any legal or Commission policy limitations, it is the intention of the parties generally to treat employees of the Contractor engaged directly on the work hereunder no more and no less favorably

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than employees engaged in the Contractor's commercial operations. However, it is agreed that only those items of personnel costs and related expenses specifically set forth in this Appendix A are allowable costs under this contract. In order to achieve generally equal treatment of the Contractor's employees, it will be necessary to revise this Appendix A from time to time. Either party may request that this Appendix A be revised and the parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by written modifications to the contract, normally in the form of Reimbursement Authorizations, signed by both parties to this contract. Unless otherwise approved by the Commission, the effective date of each such modification shall not precede the date on which the Contractor first requested such contract modification in writing. Execution of such a modification by the General Manager, or higher authority, will be binding upon the Contractor. For ease of reference, all such modifications are hereinafter referred to as Reimbursement Authorizations.

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

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Contract AT(29-1)-1106

### SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1964, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 99; and

WHEREAS, the parties have agreed upon the work to be performed by the Contractor during the period July 1, 1964 through June 30, 1965 and the fixed fee to be paid the Contractor for the performance of such work; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particular but in no others:

Paragraph 2. of ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE, AND FINANCIAL PLAN, is amended by adding the following:

Modification No. 100  
Contract AT(29-1)-1106

"The estimated gross cost of the work to be performed under this contract for the period July 1, 1964 through June 30, 1965, is Forty-seven Million Seven Hundred Forty-one Thousand Dollars (\$47,741,000.00), exclusive of the Contractor's fixed fee. The Contractor's fixed fee for performance of such work during the period July 1, 1964 through June 30, 1965, is One Million Five Hundred Thousand Dollars (\$1,500,000.00)."

All others terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: U.S. ATOMIC ENERGY COMMISSION

DATE: 6/30/64

BY: s/ L. P. Gise  
**Acting Manager**  
**Albuquerque Operations Office**  
**Contracting Officer**

THE DOW CHEMICAL COMPANY

BY: s/ A. P. Beutel

DATE: 7/6/64

TITLE: Vice President

CORPORATE CERTIFICATE

I, Calvin A. Campbell, certify that I am the Secretary of the corporation named as Contractor herein; that A. P. Beutel who signed this Supplemental Agreement on behalf of said corporation was then Vice President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 6th day of July, 1964.

(SEAL)

s/ Calvin A. Campbell

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

Modification No. 99  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 12th day of September 1963, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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 Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 98; and

WHEREAS, the parties desire to further amend the contract to increase the obligation of funds; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particular but in no others:

Paragraph 3., ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE AND FINANCIAL PLAN, is changed in its entirety to read as follows:

Modification No. 99  
Contract AT(29-1)-1106

"3. The Commission hereby increases the obligation of funds by Four Million Nine Hundred Thousand Dollars (\$4,900,000.00) making the total obligation under this contract Two Hundred Nine Million Six Hundred Ninety nine Thousand Dollars (\$209,699,000.00) for all purposes from its inception."

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: U. S. ATOMIC ENERGY COMMISSION

DATE: September 11, 1963

BY: K. F. Hertford  
Manager  
Albuquerque Operations Office  
Contracting Officer

THE DOW CHEMICAL COMPANY

DATE: September 23, 1963

BY: H. D. Doan  
TITLE: President

CORPORATE CERTIFICATE

I, W. A. ~~XX~~ Groening, Jr., certify that I am the Assistant Secretary of the corporation named as Contractor herein; that H. D. Doan who signed this Supplemental Agreement on behalf of said corporation was then President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 23rd day of September, 1963.

(SEAL)

W. A. Groening, Jr.

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

Modification No. 98  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, entered into effective August 1, 1963, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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 Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 97; and

WHEREAS, the parties have agreed to amend Paragraph 2. Nondiscrimination in Employment of ARTICLE XXII - LABOR to comply with Executive Order No. 11114, dated June 22, 1963, as hereinafter provided; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particular but in no others:

Paragraph 2. Nondiscrimination in Employment of ARTICLE XXII - LABOR is amended to read in its entirety as follows:

Modification No. 98  
Contract AT(29-1) 110

"2. Nondiscrimination in Employment. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or worker representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created there-  
by.

Modification No. 1106  
Contract AT(29-1)

- e. The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations and orders of said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Commission and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the rules, regulations or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the Commission to enter into such litigation to protect the interests of the Government."

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

Modification No. 1  
Contract AT(29)

THE UNITED STATES OF AMERICA  
BY: U.S. ATOMIC ENERGY COMMISSION

DATE: August 9, 1963

BY: L. P. Gise  
Acting Manager  
Albuquerque Operations Office  
Contracting Officer

THE DOW CHEMICAL COMPANY

DATE: August 19, ~~XX~~ 1963

BY: Calvin A. Campbell

TITLE: Vice President

Two witnesses as to signature  
of Contractor:

Richard W. Barker, Jr.  
Route #7, Midland, Michigan  
~~Richard W. Barker, Jr.~~  
Address

Julie Michalsky  
318 Fraser Street, Bay City, Michigan  
Address

#### CORPORATE CERTIFICATE

I, H. H. Lyon certify that I am the Assistant Secretary  
of the corporation named as Contractor herein; that Calvin A. Campbell  
who signed this Supplemental Agreement on behalf of said corporation was  
then Vice President of said corporation; that this Supplemental  
Agreement 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, and  
that I have set my hand and the seal of the said corporation hereto on this  
19th day of August, 1963.

SE 211

H. H. Lyon

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

Modification No. 97  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 14th day of June, 1963, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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 Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 96; and

WHEREAS, the parties desire to further amend the contract to reduce the obligation of funds; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1) 1106, as previously amended, is hereby further amended in the following particular but in no others:

Paragraph 3., ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE AND FINANCIAL PLAN, is changed in its entirety to read as follows:

"3. The Commission hereby reduces the obligation of funds by Two Million Six Hundred Five Thousand Five Hundred Dollars (\$2,605,500.00) making the total obligation under this contract Two Hundred Four Million Seven Hundred Ninety-nine Thousand Dollars (\$204,799,000.00) for all purposes from its inception."

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: U. S. ATOMIC ENERGY COMMISSION

DATE: June 19, 1963

BY: /s/ Ralph P. Johnson  
Ralph P. Johnson  
Assistant Manager for  
Administration  
Contacting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ H. D. Doan

DATE: June 25, 1963

TITLE: President

Two Witnesses as to  
Signature of Contractor:

/s/ Ann Robinson

Midland, Michigan  
Address

/s/ J. R. Sinclair

Midland, Michigan  
Address

Modification No. 97  
Contract AT(29-1)-1106

CORPORATE CERTIFICATE

I, W. A. Groening, Jr., certify that I am the Assistant Secretary of the corporation named as Contractor herein; that H. D. Doan who signed this Supplemental Agreement on behalf of said corporation was then President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 26 day of June, 1963.

/s/ W. A. Groening, Jr.

(SEAL)

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

Modification No. 96  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1963, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 95; and

WHEREAS, the parties desire to further amend the contract to provide for the Contractor's fixed fee and Scope of Work for the period July 1, 1963 through June 30, 1964; and

WHEREAS, the parties desire to amend the contract by substituting a provision entitled, "Work Hours Act of 1962 = Overtime Compensation" for the provision entitled, "Eight-Hour Law of 1912 = Overtime Compensation," and to make other changes in the terms and conditions of the contract as more particularly described hereinafter; and

STAMP

Modification No. 96  
Contract AT(29-1)-1106

WHEREAS, the parties desire to amend ARTICLE XXXVIII - NUCLEAR HAZARDS INDEMNITY, of this contract to provide indemnification to the Contractor against claims for public liability with respect to nuclear incidents occurring outside the United States, to the extent authorized by the amendments to the Atomic Energy Act of 1954 made by the Act of August 29, 1962, 76 Stat. 409 (Public Law 87-615); and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particulars but in no others:

1. Paragraph 2., ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE, AND FINANCIAL PLAN is changed in its entirety to read as follows:

"2. Estimate of Cost and Fixed Fee. The estimated cost of the work under this contract for the period July 1, 1963 through June 30, 1964, is Forty-six Million One Hundred Ninety-nine Thousand Dollars (\$46,199,000.00), exclusive of the Contractor's fixed fee. The Contractor's fixed fee for performance of the work during the period July 1, 1963 through June 30, 1964, is One Million Four Hundred Forty-six Thousand Dollars (\$1,446,000.00). The Contractor shall also receive a fixed fee for performance of work in subsequent periods during the term of this contract, each such fee to be based upon the work to be performed in the period involved and to be as negotiated and determined prior to the start of the period involved or at such later time as the parties may agree. If the aforementioned determination has not been made prior to the start of the period involved, the Contractor shall continue to receive monthly payments on account of fixed fee at the rate in effect during the prior period. Appropriate adjustment will be made promptly upon determination of the fixed fee for the new period."

Modification No. 9.  
Contract AT(29-1)-1106.

2. Subparagraph c. of Paragraph 3. of ARTICLE VI - ALLOWABLE COSTS AND FIXED FEE, is amended in its entirety to read as follows:
  - "c. Consulting services (including legal and accounting) and related expenses, as approved by the Contracting Officer, except as made unallowable by Subparagraph 4. z."
3. A new Subparagraph z. of Paragraph 4., ARTICLE VI - ALLOWABLE COSTS AND FIXED FEE, is added:
  - "z. Salary or other compensation (and expenses related thereto) of any individual employed under this contract as a consultant or in another comparable employment capacity who is an employee of another organization and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with the Commission, except to the extent that cash payment therefor is required pursuant to the provisions of this contract or procedures of the Commission applicable to the borrowing of such an individual from another cost-type contractor."
4. Paragraph 8. of ARTICLE XI - PROPERTY, is deleted in its entirety.
5. ARTICLE XIII - REQUIRED BONDS AND INSURANCE - EXCLUSIVE OF GOVERNMENT PROPERTY, is amended in its entirety to read as follows:

"The Contractor shall procure and maintain such bonds and insurance as are required by law or by the written directions of the Contracting Officer. The terms of any such bond or insurance policy shall be submitted to the Contracting Officer for approval, upon request. In view of the provisions of the article entitled "Property," the Contractor shall not procure or maintain for its own protection any insurance (including self-insurance or reserves) covering loss or destruction of or damage to Government Property."

6. Paragraph 3. of ARTICLE XXI - CONTRACTOR'S ORGANIZATION is amended in its entirety to read as follows:

"3. Control of Employees. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor shall establish such standards and procedures as are necessary to implement effectively the provisions set forth in Atomic Energy Commission Procurement Regulation 9-12.54, as that regulation appeared in the Federal Register, Volume 28, Number 49, dated March 12, 1963, and such standards and procedures shall be subject to the approval of the Contracting Officer."

7. A new Paragraph 4. is added to ARTICLE XXI - CONTRACTOR'S ORGANIZATION, as follows:

"4. Consultant or Other Comparable Employment Services of Contractor Employees. The Contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time annual basis) or part-time (50% or more of regular annual compensation received under terms of a contract with the Commission) on the contract work to disclose to the Contractor all consultant or other comparable employment services which the employees propose to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full-time on the contract work to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another Commission cost-type contractor or in the atomic energy field for another organization except with the prior approval of the Contractor.

Modification No. 96  
Contract AT(29-1)-1106

If the Contractor believes, with respect to any employee who is employed full-time on the contract work, that any proposed consultant or other comparable employment service for an organization in the atomic energy field other than a Commission cost-type contractor may involve (a) a rate of remuneration significantly in excess of the employee's regular rate of remuneration or (b) a significant question concerning possible conflict with (1) the Commission's policies regarding conduct of employees of the Commission's Contractors, (2) the Contractor's responsibility to report fully and promptly to the Commission all significant research and development information, or (3) the patent provisions of the Contractor's contract with the Commission, the Contractor shall obtain the prior approval of the Contracting Officer for such consultant or other comparable employment service."

8. Paragraph 1. of ARTICLE XXII - LABOR, is amended to read as follows:

"1. Work Hours Act of 1962 - Overtime Compensation.

This contract, to the extent that it is of a character specified in the Work Hours Act of 1962 (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Work Hours Act of 1962.

"a. No Contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

- "b. In the event of any violation of the provisions of Subparagraph a., the Contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of Subparagraph a., in the sum of Ten Dollars (\$10.00) for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.
- "c. The Contracting Officer may withhold, or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in Subparagraph b.
- "d. Insertion of Clauses in Subcontracts. The Contractor agrees to insert the foregoing Subparagraphs

a., b. and c., and this Subparagraph d. in all subcontracts."

9. Paragraph 4. of ARTICLE XXV - SECURITY, is amended in its entirety to read as follows:
  - "4. Security Clearance of Personnel. The Contractor shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements."
10. Paragraph 1. of ARTICLE XXXVIII - NUCLEAR HAZARDS INDEMNITY, is amended in the first sentence to refer to "Subsection 170 (d)" of the Atomic Energy Act instead of "Section 170."
11. Paragraph 3. a. of ARTICLE XXXVIII - NUCLEAR HAZARDS INDEMNITY, is amended in its entirety to read as follows:
  - "3. a. To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by the Commission, the Commission will indemnify the Contractor, and other persons indemnified, against (i) claims for public liability as described in Subparagraph b. of this Paragraph 3. and (ii) the reasonable costs of investigating and settling claims and defending suits for damage for such public liability, provided that the Commission's liability, including such reasonable costs, under all indemnity agreements entered into by the Commission under Section 170 of the Act, including this contract, shall not exceed Five Hundred Million Dollars (\$500,000,000.00) in the aggregate for each nuclear incident occurring within the United States or One Hundred Million Dollars (\$100,000,000.00) in the

Modification No. 96  
Contract AT(29-1)-1106

aggregate for each nuclear incident occurring outside the United States irrespective of the number of persons indemnified in connection with this contract. "

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: U. S. ATOMIC ENERGY COMMISSION

BY: /s/ K. F. Hertford

DATE: June 13, 1963

Witnesses as to Signature of  
Contractor:

/s/ J. K. Kanes

Midland Michigan  
Address

/s/ J. R. Sinclair

Midland, Michigan  
Address

THE DOW CHEMICAL COMPANY

BY: /s/ H. D. Doan

TITLE: President

Modification No. 96  
Contract AT(29-1)-1106

CORPORATE CERTIFICATE

I, W. A. Groening, Jr., certify that I am the Assistant Secretary  
of the corporation named as Contractor herein; that H. D. Doan  
who signed this Supplemental Agreement on behalf of said corporation was  
then President of said corporation; that this Supplemental  
Agreement 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; and  
that I have set my hand and the seal of the said corporation hereto on this  
26 day of June, 1963.

/s/ W. A. Groening, Jr.

(SEAL)

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

Modification No. 95  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of December 1962, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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 Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 94; and

WHEREAS, the parties desire to further amend the contract to provide additional funds; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particular but in no others:

Paragraph 3. ARTICLE V - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE, AND FINANCIAL PLAN is changed in its entirety to read as follows:

Modification No. 95  
Contract AT(29-1)-1106

"3. The Commission hereby obligates an additional Thirty-four Million One Hundred Eighty-Seven Thousand Dollars (\$34,187,000.00) making the total obligation under this Contract Two Hundred Seven Million Four Hundred Four Thousand Five Hundred Dollars (\$207,404,500.00) for all purposes from its inception."

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: ATOMIC ENERGY COMMISSION

BY: /s/ L.P. GISE  
L.P. GISE, ACTING MANAGER  
Albuquerque Operations Office  
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ H.D. DOAN

TITLE: President

CORPORATE CERTIFICATE

I, Calvin A. Campbell, certify that I am the Secretary of the corporation named as Contractor herein; that H.D. Doan who signed this Supplemental Agreement on behalf of said corporation was then President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 5th day of December, 1962.

(SEAL)

/s/ CALVIN A. CAMPBELL

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

Modification No. 94  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of October 1962, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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 Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 93; and

WHEREAS, the parties desire to further amend the contract to provide additional funds; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particular but in no others:

Paragraph 3. ARTICLE V, TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE, AND FINANCIAL PLAN is changed in its entirety to read as follows:

Modification No. 94  
Contract AT(29-1)-1106

"3. The Commission hereby obligates an additional Five Million Dollars (\$5,000,000.00) making the total obligation under this contract One Hundred Seventy-three Million Two Hundred Seventeen Thousand Five Hundred Dollars (\$173,217,500.00) for all purposes from its inception."

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: ATOMIC ENERGY COMMISSION

BY: /s/ E.J. HENFORD

E.J. Henford, Manager  
Alternative Operations Office  
Contracting Office

THE DOW CHEMICAL COMPANY

BY: /s/ E.S. BOSS

TITLE: President

CORPORATE CERTIFICATE

I, David G. Hales, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that E.S. Boss who signed this Supplemental Agreement on behalf of said corporation then President of said corporation; that this Supplemental Agreement was duly signed for and in behalf of said corporation by its governing body, and is within the scope of its corporate powers; that I have set my hand and the seal of the said corporation hereon this 7th day of October, 1962.

(SEAL)

/s/ David G. Hales

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

Modification No. 93  
Supplemental Agreement  
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, entered into this 13th day of September 1962, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES 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 Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 92; and

WHEREAS, the parties desire to further amend the contract to provide additional funds; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particular but in no others:

Paragraph 3. ARTICLE V, TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS, FIXED FEE, AND FINANCIAL PLAN is changed in its entirety to read as follows:

"3. The Commission hereby obligates an additional One Million Five Hundred Thousand Dollars (\$1,500,000) making the total obligation under this contract One Hundred Sixty-eight Million Two Hundred Seventeen Thousand Five Hundred Dollars (\$168,217,500) for all purposes from its inception."

All other terms and conditions of Contract AT(29-1)-1106, as previously amended, shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
BY: ATOMIC ENERGY COMMISSION

BY: /s/ RALPH P. JENSEN

**RALPH P. JENSEN**  
Assistant Manager for  
Administration, Contracting Office

THE DOW CHEMICAL COMPANY

BY: /s/ H.D. DOAN

TITLE: President

CORPORATE CERTIFICATE

I, Calvin A. Campbell certify that I am the Secretary of the corporation named as Contractor herein; that H.D. Doan who signed this Supplemental Agreement on behalf of said corporation was then President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 8th day of September, 1962.

(SEAL)

/s/ Calvin A. Campbell

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

RF No. \_\_\_\_\_  
 to No. \_\_\_\_\_  
 PAGE 1 OF 2 PAGES

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

CONTRACTOR: **The Dow Chemical Company**

CONTRACT NO.: **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 as an allowable cost, effective **March 20, 1967**.

Appendix A, Schedule I, Part A, Series RF is revised as follows:

1. Addition of Classifications

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>EVALUATION POINTS</u>
RF-278	Albuquerque Plant Manager	447
RF-280	Albuquerque Quality Manager	264
RF-279	Albuquerque Manufacturing Mgr	246
RF-275	Program Engineering Supervisor	229
RF-281	Albuquerque Services Manager	215
RF-276	Product Engineering Supervisor	208
RF-277	Keypunch Operations Supervisor	116

2. Deletion of Classification

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>EVALUATION POINTS</u>
RF-226	Records Management Coordinator	131

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—  
 NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

REIMBURSEMENT AUTHORIZATION NO. 96 —Continuation

Contractor The Dow Chemical Company Contract No. AT(29-1)-1106 Page 2

3. Change of Classifications

	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>EVALUATION POINTS</u>
Old	RF-268	Employee Relations Manager	354
New	RF-284	Employee Relations Manager	339
Old	RF-36	Labor Relations Manager	239
New	RF-285	Labor Relations Manager	264
Old	RF-37	Safety & Loss Prevention Mgr	239
New	RF-286	Safety & Loss Prevention Mgr	215
Old	RF-38	Administrative Services Mgr	238
New	RF-283	Salary Administration Manager	215

APPROVED FOR THE CONTRACTOR BY:

*Lloyd M. Joshel*

Name: Lloyd M. Joshel

Title: General Manager

DATE:

MAR 29 1967

Approved for Atomic Energy Commission by:

*[Signature]*  
Manager

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PAGE 1 OF 1 PAGES

PROJECT <b>Rocky Flats Plant</b>	LOCATION <b>Rocky Flats, Colorado</b>
CONTRACTOR <b>The Dow Chemical Company</b>	
CONTRACT NO. <b>AT(29-1)-1106</b>	DATE OF CONTRACT <b>January 18, 1951</b>

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective **April 3, 1967.**

Appendix A, Schedule I, Part A, Series RF is revised as follows:

1. Addition of Classifications

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>EVALUATION POINTS</u>
RF-290	Advanced Systems Manager	229
RF-289	Systems Programming Supervisor	181
RF-288	Sr Programmer	158
RF-282	Production Control Supervisor	153
RF-292	Sr Illustration Specialist	136
RF-291	Illustration Specialist	117

2. Deletion of Classifications

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>EVALUATION POINTS</u>
RF-211	General Services Consultant	315
RF-8	Programming Supervisor	158
RF-191	Production Control Supervisor	134
RF-224	Production Control Leader	117

APPROVED FOR THE CONTRACTOR BY: <i>Lloyd M. Joshel</i> Name: <b>Lloyd M. Joshel</b> Title: <b>General Manager</b>	DATE: <b>APR 10 1967</b>
APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: <i>Seth R. Woodruff, Jr.</i> NAME: <b>Seth R. Woodruff, Jr.</b> TITLE: <b>Manager Rocky Flats Area</b>	DATE <b>May 15, 1967</b>