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CONTRACTS, INDUSTRIAL REHABILITATION
MAR. - MAY 1945

LIST OF PAPERS

File under No. _____

SECRET

SERIAL NUMBER	FROM—	DATE	TO—	SYNOPSIS
631				

Confidential

To. Chief Commissioner's Office

From. P.W.V. Sub. Commission

698

Tel. Ext. 317. HEADQUARTERS ALLIED COMMISSION
Inter Office Memo.

WML/ce

cc (13)

5 May 45.

REFERENCE: 203/PWU.
SUBJECT : Erection of Power Plant.
TO : Chief Commissioner A.C.
FROM : P.Wks. & U. S/C.

1. Ref. note from Major J.A. Quayle dated 4 May requesting that a short report be sent to you concerning the supplemental agreement and contract under which Mr. Bror G. Carlson has arrived as Erectional Supervisor.
2. Col. Jenny and I visited U.S. in October last and discussed possibility of portable electric plants for this Theater. It was decided to divert plant being manufactured in U.S. for Chinese Government and the contract agreement stated above refers to a 6,000 KW. portable steam generating plant which was part of this equipment.
3. It was our intention to leave the question of location quite flexible and to fix the plant where most needed at the time of arrival.
4. We are pleased to say that the availability of electric power in Italy to-day is such that a cable has been sent to U.S. requesting them to withhold shipment of all electrical plant destined for this theater pending investigation in North Italy.
5. Preliminary reports indicate that the plant will not now be required and will, therefore, revert to the Chinese Theater where, it is understood, it is urgently needed.
6. With regard to Mr. Bror G. Carlson he has been asked to stand by for the present until we have completed our investigations in Northern Italy.

W.M. Lapper
W.M. LAPPER,
Lieut-Colonel,
Chief, Elec.Div.

JAQ/hjp

4 May 1945

SUBJECT: Erection of Power Plant

TO : Colonel Lapper, Public Works & Utilities S/C, Hq A.C.

Admiral Stone has received copies of the supplemental agreement and contract under which Mr. Bror G. Carlson has arrived as Erectional Supervisor. He would be grateful if you would furnish him with a short report on the erection of this power plant, i.e., where it is to be erected and who is instigating the whole affair.

H/ J. A. Quayle

J. A. QUAYLE
Major, R. A.
Staff Officer to CC

cc: EXEC. COMM. R.
CC FILES

69B

40455/2/CC

ALLIED [REDACTED] COMMISSION
INTER-OFFICE MEMORANDUM

SUBJECT:

FILE No.

TO : Chief Clerk.
Office of the Chief Commissioner

3 May 1945

Attached documents were brought ~~to~~ by Mr. Carlson, who has cleared himself through Director, Allied Civilian Personnel, and is now working with this Sub-Commission.

Ref. above →
695 Lannin:
Should this go to
CC? 113 Edmiston

Albatalh:
Cpt.
Chief Clerk.
P.W.V. Sub-Commission

Federation

Hold this till

Admiral ..

we get a reply from
Col. LAPPER

The attached documents are
submitted by Mr CARLSON who
has just arrived.

I do not think you can have
any interest in them, but as they
are addressed to you I think perhaps
you had better see them!

→

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WAR DEPARTMENT

CORPS OF ENGINEERS, U. S. ARMY

OFFICE OF DIVISION ENGINEER

NORTH ATLANTIC DIVISION

NEW YORK, N. Y.

(2)

21 April 1945

ADDRESS REPLY TO:

THE DIVISION ENGINEER
NORTH ATLANTIC DIVISION
270 BROADWAY
NEW YORK, N. Y.

REFER TO FILE NO. NADVL

SUBJECT: Erection of Power Plant under Contract No. W-30-082-eng-
(MSP)-3801, as amended

TO: Chief Commissioner
Allied Commission
Mediterranean Theatre of Operations

1. This is to inform you that Mr. Bror G. Carlson is the Overall Erectional Supervisor referred to in Supplemental Agreement (Modification No. 1) to Contract No. W-30-082-eng-(MSP)-3801. Copies of the supplemental agreement and the contract are inclosed for your information and guidance.

2. As it may be necessary for the contracting officer to take action from time to time at the site of work, pursuant to the provisions of Article 25 of the contract, D. F. Lehnert, Major, C. E., duly appointed successor of the contracting officer, has appointed as his authorized representative at the site of work the Senior United States Member of the Allied Commission or his authorized representative. The letter of appointment is inclosed.

3 Incls.:

- 1 - Cy of Contract
- 2 - Cy of Supplemental Agreement
- 3 - Letter of Appointment.

Albert H. Burton
ALBERT H. BURTON
Colonel, Corps of Engineers
Division Engineer

69



41045-2/ce



ADDRESS REPLY TO:
THE DIVISION ENGINEER
NORTH ATLANTIC DIVISION
270 BROADWAY
NEW YORK 7, N. Y.

REFER TO FILE NO.
NADVL

WAR DEPARTMENT
CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF DIVISION ENGINEER
NORTH ATLANTIC DIVISION
NEW YORK 7, N. Y.

AMG/lka

(2)



21 April 1945

Subject: Appointment of Authorized Representative of the Contracting Officer under Supplemental Agreement (Modification No. 1) to Contract No. W-30-082-eng-(MSP)-3801

To: Senior United States Member
Allied Commission
Mediterranean Theatre of Operations

You, or your authorized representative, are hereby appointed as the authorized representative of the contracting officer under the above-described supplemental agreement to take any action at the site of work which under the terms of such agreement may be taken by the contracting officer.

D. F. LEHNERT
Major, Corps of Engineers
Successor Contracting Officer

RESTRICTED

RESTRICTED

WAR DEPARTMENT
The Adjutant General's Office
Washington 25, D. C.

AG 201 Carlson, Bror G.
(9 Apr 45)OB-S-SP10T

KJH - 2B 939 Pentagon

13 April 1945

SUBJECT: Travel Orders

TO: The Commanding General,
Air Transport Command
The Chief of Transportation,
Army Service Forces

This Document contains information affecting the National Defense of the United States within the meaning of the Espionage Act, 50 U.S.C. and 18 U.S.C. and its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law.

1. Mr. Bror G. Carlson, Office of The Chief of Engineers, is hereby directed to report to the Air Transport Command Office, 47 Vanderbilt Avenue, New York City between the hours 9 a.m. and 6 p.m., on or about 18 April 1945, for movement by air to Caserta, Italy and such other places within the Mediterranean Theater of Operations as may be necessary to accomplish this mission, on temporary duty for approximately six (6) months, and upon completion of this temporary duty to return to New York, New York. Upon arrival at Caserta, Italy, he will report to Chief Commissioner, Allied Commission. UST-4-4472-111G-AMH.

2. Prior to departure from the continental United States, he will be required to have completed the prescribed immunizations in conformity with current War Department instructions.

3. Baggage to accompany the individual will be marked with the owner's full name, will be limited to one hundred sixty-five (165) pounds and will accompany the individual to the port of aerial embarkation. Baggage will not be marked so as to disclose the overseas destination.

4. Travel by military, naval or commercial aircraft is directed as necessary in the military service for the accomplishment of an emergency war mission and is chargeable to 508-802 P 201-02 212/50905. In lieu of subsistence, a flat per diem of \$6.00 while within and \$7.00 while outside the continental limits of the United States is authorized in accordance with existing law and regulations for the period of travel. No per diem is authorized for the period of travel on board ships where the cost of passage includes meals.

5. Just prior to departure for port of aerial embarkation, Mr. Carlson will advise correspondents that all mail will be addressed to him at APO 14426, c/o Postmaster, New York, New York. Upon arrival at destination overseas, he will contact the nearest Army Post Office to arrange for receipt and dispatch of official and personal mail matter. Civilian personnel using an APO mailing address are not entitled to the free mailing privilege.

6. Regulations governing the procurement of military clothing and equipment in the United States are published in Section I, Circular 399, VM, 1944. Mr. Carlson is in Group 6, for whom no uniform is authorized unless required by the theater commander.

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RESTRICTED Travel Orders (Cont'd)

7. The Commanding Officer of the Port of Aerial Embarkation will issue Certificate of Identification, WD, AGO form No. 65-8 to Mr. Carlson with assimilated rank of Colonel. Upon the return of Mr. Carlson to the United States, Certificate of Identification will be surrendered to the Commanding General of the Port of Entry.

8. Mr. Carlson is designated as official courier for the purpose of transporting official documents. Each package or envelope containing official matter which is to be exempt from examination will be sealed and will bear on its exterior cover the inscription "Official United States Army Communication, Exempt from Censorship", followed by the signature and official title of the authority dispatching the documents, who will furnish the courier with a letter addressed to the Collector, United States Bureau of Customs, New York, New York, so describing the exterior cover or covers of the communications to be exempt from censorship as to enable the Customs Collector to identify them.

9. Mr. Carlson is authorized to carry a camera, film and equipment, and, subject to the restrictions of the theater commander, to take such photographs as may be necessary for the accomplishment of his mission.

10. In the interest of security there should be no discussion with unauthorized persons of the overseas destination involved herein.

11. The Chief of Transportation, Army Service Forces and the Commanding General, Air Transport Command will each furnish the transportation for which he is responsible and coordinate with all concerned.

12. Mr. Carlson may be contacted through Mrs. Anesta K. Mattson, Office of The Chief of Engineers, War Department, Washington 25, D. C., telephone - REpublic 6700 Extension 77587.

By order of the Secretary of War:

/s/ Donald M. Davis

Adjutant General

COPIES FURNISHED:

CG, WFO (5)
ACofS, OPE, WAGS (1)
ASG, WFO (2)
MOB Div, WFO, ASF, Maj. Bailey (1)
MOB Div, Foreign Travel Sect, ASF (1)
CO, P/AF, New York, New York (2)
Mr. Carlson thru The Division Ingr,
North Atlantic Div, 270 Broadway,
New York 7, New York, Attn: Mr. M.L. Skinner (10)
Mrs. Mattson, OCH (2)

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RESTRICTED

CERTIFIED A TRUE COPY

C. U. Bauman
C. U. BAUMAN G-146400
Lt. Colonel, Corps of Engineers

SUPPLEMENTAL AGREEMENT

Modification No. 1
Contract No. W-30-082-eng-(HSP)-3801
Purchase Order No. A-49-5993-27
Requisition No. EP-90355

This Supplemental Agreement entered into this 14th day of February 1945 by and between the UNITED STATES OF AMERICA hereinafter called the Government, represented by the Contracting Officer executing this Agreement, and WESTINGHOUSE ELECTRIC INTERNATIONAL COMPANY, a Corporation organized and existing under the laws of the State of Delaware, of the City of New York, in the State of New York, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, on the 16th day of November 1944, the parties hereto entered into Contract No. W-30-082-eng-(HSP)-3801, for the furnishing of one steam power plant and the supervision of the erection of such power plant; and

WHEREAS, said contract provides that the terms, covenants, and conditions applicable to such supervisory services and the compensation payable therefor shall be set forth in a Supplemental Agreement to said contract,

NOW, THEREFORE, the said contract is hereby modified by the addition of the following provisions:

Article 1. Statement of Work. - The Contractor shall furnish all supervisory and technical services required for the erection and placing in operation of the steam power plant described in the above-mentioned contract, together with such training services as may be necessary to instruct operational personnel in the method of operating and maintaining such power plant; for such purpose the Contractor shall furnish to the Government upon the terms and conditions hereinafter set forth, not less than four supervisors, each having the skill and experience necessary for the proper performance of said work, of the following classes: (a) an overall erectional supervisor, (b) a boiler erectional supervisor, (c) a turbine erectional supervisor, and (d) an electrical supervisor. In the event, during the period of this contract, the Contracting Officer shall determine that one or more additional supervisors of one or more of the classes immediately above provided is required for the orderly and proper prosecution of the work, the Contractor shall within a reasonable time after written notice delivered to the Contractor by the Contracting Officer furnish such additional supervisor or supervisors.

Article 2. Period of Service. - Each of the supervisors furnished by the Contractor under the terms hereof shall report to the Contracting Officer at New York City, New York, for transportation to the site of the work at times hereafter to be determined by the Contracting Officer as necessary for the orderly prosecution of the work contemplated by this supplemental agreement, and shall remain at the site of such work until the Contracting Officer shall determine that his services are no longer required at the site of the work,

but, unless the Contractor otherwise consents, such services shall not be required for a period longer than 60 days after the Contracting Officer certifies that the power plant has been placed in operation.

Article 3. Compensation. - In consideration for its undertakings under this Supplemental Agreement, the Contractor shall be paid as follows:

(a) The sum of Seventeen Thousand Six Hundred Dollars (\$17,600.00) which shall constitute complete compensation to the Contractor for all costs and expenses (including all overhead and indirect costs) not otherwise herein agreed to be paid by the Government, and all profit, and which also includes full compensation for the services of the overall supervisor for a period of approximately two months within the continental limits of the United States in familiarizing himself with the power plant and rendering such incidental services as may be required by the Contracting Officer, and the Contractor shall not be entitled to compensation under the provisions of subparagraph (b) of this Article 3, for such services of such supervisor within the continental limits of the United States.

(b) Compensation at the rate of Fifteen Hundred Dollars (\$1500.00) per calendar month for the overall operational supervisor and at the rate of One Thousand Dollars (\$1000.00) per calendar month for each other supervisor employed upon the work. Compensation for fractions of months shall be computed at the rate of one thirtieth ($1/30$) of the monthly rate for each day during such fraction of a month as the supervisor shall be employed upon the work. Within the meaning of this subparagraph a supervisor shall be deemed to be employed upon the work from the date upon which such supervisor is accepted by the Contracting Officer as qualified for departure from the United States enroute to the site of the work, to the date of his arrival in the United States on return from the site of the work, subject to the following exceptions:

- (1) If return transportation is tendered to any supervisor, and such supervisor, for his own fault, fails to avail himself of such transportation, compensation for the services of such supervisor shall cease two weeks subsequent to the date of such tender, or the date such supervisor returns to the United States, whichever date is sooner;
- (2) If any supervisor shall be removed for cause, as that term is defined in Article 5 of this supplemental agreement, compensation for the services of such supervisor shall cease two weeks after the date of such removal or the date such supervisor returns to the United States, whichever date is sooner; and
- (3) There shall be deducted from the compensation otherwise payable to the Contractor, one thirtieth ($1/30$) of the monthly rate payable for the services of any supervisor for each day during the period of such supervisor's service in which such supervisor shall not be available for duty.

Article 4. Payments - The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, as follows:

(a) The sum of Seventeen Thousand Six Hundred Dollars (\$17,600.00), as provided for in subparagraph (a) of Article 3, in two installments; the first installment in the amount of Thirteen Thousand Two Hundred Dollars (\$13,200.00) shall be payable on the first day of the month following the month in which the overall erection supervisor shall depart from the United States enroute to the site of the work, and the second installment in the amount of Four Thousand Four Hundred Dollars (\$4,400.00) upon completion of the work.

(b) Amounts due for the services of supervisors furnished under the terms hereof, and any expenses for which the Contractor is entitled to reimbursement under the provisions of Article 7, upon the first day of the month following the month in which such services are performed, or expenses incurred, or as soon thereafter as practicable.

Article 5. Removal and Replacement of Supervisors. - (a) The Government may remove any supervisor from the work at any time during the period of this agreement, and if the Contracting Officer deems necessary, require the replacement of any supervisor so removed, or of any supervisor incapacitated or otherwise not available for the performance of work hereunder, regardless of cause; in which event the Contractor shall, within a reasonable time after notice thereof, furnish a qualified replacement or substitute supervisor, of the class required, at New York City, New York, for transportation to the site of the work.

(b) The removal of a supervisor shall be deemed "for cause", if the Contracting Officer shall determine that the removal of such supervisor is necessary by reason of his fault, or dereliction of duty.

Article 6. Preparation for Overseas Duty. - The Contractor warrants that all supervisors to be furnished hereunder shall comply with all Government requirements incident to departure from and return to the United States, including but not limited to the following:

- 68.1
- (a) Obtaining all necessary passports, visas and documents, permits and papers required for departure from the United States and travel to and entry into Italy, residence in Italy, and return to the United States.
 - (b) Undergoing such physical examinations, vaccinations or immunization treatments as may be required by the Government and such medical and/or dental treatment as may be prescribed after physical examination.

Article 7. Supervisors' Expenses. - (a) From the time of departure of each supervisor from the United States and until his return thereto, or until two weeks after his removal for cause, as that term is defined in Article 5 of this agreement, or until two weeks subsequent to the date of tender of return transportation if the provisions of Article 5 (b) (1) are applicable, whichever shall first occur, the Government shall furnish without cost to the Contractor or such Supervisor, adequate and satisfactory board and lodging to such supervisor. During such period, the Government shall likewise furnish to each such supervisor such medical and dental services as shall be reasonable and available.

(b) In the event the Government is unable to furnish board, lodging or medical or dental services as provided in the foregoing subparagraph (a) of this Article 7, the Government shall reimburse the Contractor for all amounts authorized or approved by the Contracting Officer and expended by the Contractor in reimbursing such supervisors for reasonable expenses paid by such supervisors in obtaining such board, lodging or medical or dental services.

(c) The Contractor shall be reimbursed for all amounts authorized or approved by the Contracting Officer and paid by the Contractor to such supervisors as reimbursement for any reasonable expenses incurred by such supervisors in the furtherance of the work; if any military regulation or order requires supervisors to wear a prescribed uniform at the site of the work, and the purchase thereof by such a supervisor is approved by the Contracting Officer the reasonable cost of such uniforms shall be reimbursable.

Article 8. Recall of Supervisors by Contractor. - The Contracting Officer may permit the Contractor to recall any or all of such supervisors in the event erection of the power plant cannot be completed due to lack of required materials, and any supervisor so recalled shall be deemed to have satisfactorily completed his duties at the site of the work. Nothing herein contained shall be interpreted to affect in any way the responsibility of the Contractor to furnish and deliver the power plant in accordance with the provisions of the original contract.

Article 9. Control of the Work. - The supervisors to be furnished by the Contractor shall proceed to the site of the work as directed by the Contracting Officer, and shall there perform the work under the general control and supervision of the Contracting Officer.

Article 10. Limitation of Contractor's Liability. - It is understood and agreed that the power plant shall be installed by and at the risk of the Government and that the Government shall furnish all labor other than the supervisory services herein agreed to be furnished by the Contractor, and all material for the erection of the plant other than that specifically covered by Exhibit "A" attached to the aforesaid Contract No. W-30-082-eng-(HSP)-3661.

Article 11. Transportation. - The Government, without cost to the Contractor or such supervisors, shall furnish transportation to all supervisors from New York City, New York, to site of work and return. The furnishing of transportation by the Government shall include the transportation of a reasonable amount of required personal luggage and other personal effects of the supervisors subject to weight limitations or other restrictions imposed by any law or other Government regulation on the transportation of such property outside the United States, and, in addition thereto, such of their technical and professional books and instruments as may be necessary for the efficient performance of their supervisory duties.

Article 12. Insurance. - The Contractor shall, before commencing performance under this contract, provide for securing to or on behalf of supervisors engaged in the performance of services under this agreement, the payment of compensation and other benefits under the provisions of the Longshoremen's and Harbor Workers' Compensation Act, the Act of 4 March 1927, 33 U.S.C. Chapter 18, as amended by Public Law No. 208, 77th Congress, approved 16 August 1941, and as further amended by Public Law No. 784, 77th Congress, approved 2 December 1942, and as further amended by Public Law No. 216, 78th Congress, approved 23 December 1943, and the provisions of the Act of 7 September 1916, 5 U.S.C. Chapter 15, as amended by Public Law No. 784, herein cited. The Contractor shall maintain insurance in full force and effect during the term of this contract, or while any supervisors employed under this contract are engaged in work performed pursuant hereto, securing for such supervisors the payment of compensation and benefits for which provisions is made by the Acts herein cited.

Article 13. Laws Applicable. - For the purposes of this Supplemental Agreement all supervisors will be employees of the Contractor and, unless herein otherwise provided, the Contractor assumes all the risks, responsibilities and liabilities attributable to an employer-employee relationship as construed under the laws of the State of New York.

Article 14. Records. - (a) The Contractor shall maintain detailed, complete and accurate accounting records in connection with the performance of the services herein contemplated. All records shall be preserved for a period of at least five years from the date of completion of all work herein.

(b) Representatives of the Government shall be permitted to inspect and audit the books and records of the Contractor and shall have the right to determine the correctness and propriety of any charge hereunder. Any overcharge shall be promptly refunded.

Article 15. Warranty. - The Contractor warrants that the services required under this supplemental agreement shall be conducted and performed in the best workmanlike manner by duly qualified technical and supervisory personnel in strict conformity with the best standard practices to insure the prompt and successful prosecution of the work.

All other terms and conditions of the original contract as it heretofore may have been modified shall be and remain the same.

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

THE UNITED STATES OF AMERICA

By B. W. RHODES
B. W. Rhodes
Major, Corps of Engineers
Contracting Officer.

WESTINGHOUSE ELECTRIC INTERNATIONAL COMPANY

By H. S. REIZENSTEIN
40 Wall Street, New York, New York.

WITNESSES:

C. A. MUESSEL
40 Wall Street, N.Y.C.
(Address)

JANE DUDNICK
40 Wall Street, NYC
(Address)

1531