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### **DOCUMENT CONVERSION WORKSHEET**

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Contract No. BB-450 Amendment No. 2 2 AUG 1962

ITM Corporation Lexington, Massachusetts

#### Gentlemen:

- 1. This document constitutes Amendment No. 2 to Contract No. BB-450 between the parties hereto and said contract, as amended is further emended as hereinafter set forth.
- 2. The parties hereto have negotiated and agreed upon additional quantities of the items set forth in Exhibit "A", and also certain changes and/or deletions of items presently in said Exhibit. Accordingly, Exhibit "A" is amended as set forth below:
  - a. Paragraph A of Exhibit "A" is amended as follows:
  - (1) Item 2 is deleted in its entirety and in lieu thereof substitute the following new Item 2:

"Item 2 - Contractor shall design, develop and fabricate twenty-two (22) convergent stereoscopic camera systems, including dual cassettes, F/3.5 lenses and cells, in accordance with thereby incorporated by reference, at a unit billing price of \$507,595.00 for the first wintern (16) systems (M\_1 and at a unit billing price of and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing price of the first wintern (16) systems (M\_1 and at a unit billing pri Contractor's Document SEC61-8214-168, dated 26 June 1961, as revised by SEC61-8214-41/1, dated 15 February 1962, said documents \$507,595.00 for the first sixteen (16) systems (N-1 thru N-16) " and at a unit billing price of \$281,496.50 and a total billing price of \$1,688,979.00 for the last six (6) Systems (M-17 thru

(1) 6613 C

- (2) Item 4 j is amended by adding the following new subparagraph thereto:
- "(1) Refurbish 150 main instrument supply spools (Item 4 h. above) for use with Item 2 above. The spools will be returned from time to time by the Government to the Contractor. The price of this Item 4 j. (1) is included within the price of Item 4 j."
- (3) Item 6 is deleted in its entirety and in lieu thereof substitute the following new Item 6:

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(1) 68480 "Item 6 - Contractor shall furnish the spare parts to with the list of parts attached to this Amendment No. 2 and identified as Exhibit "C". The total billing price for all items set forth in Exhibit "C" is \$32,744.00."

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(4) By adding the following new Item 8 thereto:

"Item 8 - Contractor shall design, develop, qualify and fabricate twelve (12) Stellar/Indexing Cameras including necessary cassette modifications in accordance with Contractor's (1)6814 @ >1,052 15 Control Specification for Double Frame Camera, Specification document No. SEC62-\$214-133 dated 4 May 1962, entitled, "Design No. DC004.1" said document being incorporated herein by reference at a unit billing price of \$51,052.25 and at a total billing price of \$612,627.00."

(5) By adding the following new Item 9 thereto:

"Item 9 - Contractor shall furnish fifty (50) 70mm and fifty (50) 35mm supply spools for use with Item 8 above. The price for this Item 9 is included in the price of Item 8 above."

- b. Paragraph B DELIVERY of Exhibit "A" is amended as follows:
  - (1) Item -2 is revised to read as follows:

"Item 2 - The twenty-two (22) Camera Mystems shall be delivered as follows:

Systems M-1, M-2, M-3, M-4 and M-5 - Forthwith.

| Systems      | Deliver on or Before |
|--------------|----------------------|
| <b>X-</b> 6  | 25 March 1962        |
| <b>14-7</b>  | 31 March 1962        |
| <b>X-8</b>   | 3 April 1962         |
| <b>K-</b> 9  | 20 April 1962        |
| M-10         | 30 April 1962        |
| M-11         | 9 May 1962           |
| N-12         | 20 May 1962          |
| M-13         | 30 May 1962          |
| M-14         | 9 June 1962          |
| <b>M-1</b> 5 | 19 June 1962         |
| <b>M-1</b> 6 | 29 June 1962         |
| M-17         | 15 Aug. 1962         |
| N-18         | 29 Aug. 1962         |
| <b>M-19</b>  | 12 Sept 1962         |
| <b>N-20</b>  | 27 Sept 1962         |
| <b>X-21</b>  | 10 Oct. 1962         |
| N-22         | 24 Oct. 1962"        |

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- (2) Item 6 is revised to read as follows:
- "Item 6 The spare parts setforth in Exhibit "C" shall be delivered forthwith upon receipt of this Amendment No. 2
  - (3) By adding the following new Item 8:
- "Item 8 Contractor shall deliver eleven (11) Stellar/ Indexing Frame Comeras in sufficient time to enable incorporations in Instruments M-12 through M-22 prior to their scheduled flights. One (1) system shall be retained by the Contractor until successful completion of the qualifications test program, at which time disposition instructions will be issued by the Contracting Officer."
- (4) By adding the following new Item 9.
  - "Item 9 The fifty (50) each of both the 70mm and 35mm supply spools shall be delivered at the rate of fifteen (15) each per month starting in July 1962.
- 3. As a result of the foregoing, PART XII INCENTIVE PRICE REVISION of the Schedule is amended as follows:
- a. Paragraph b. of PART XII is deleted in its entirety and in lieu thereof substitute the following:
  - "b. Seneral. The supplies or services identified in the Schedule as Items 1 through 6, 8 and 9 are subject to price revision in accordance with the provisions of this clause: provided, that in no event shall the total adjusted price of such items exceed \$13,200,000. Any supplies or services which are to be ordered separately under, or otherwise added to this contract, and which are to be subject to price revision in accordance with the provisions of this clause, shall be identified as such in a modification to this contract. However, it being recognized and understood that the work and services called for under Item 7 shall not be subject to price revision in accordance with the provisions of this clause and the costs of such work shall be identified and segregated from all other work hereunder, the Contractor shall be reimbursed only for the actual costs thereof for said item. In the event of failure to agree on said costs, such failure to agree shall be deemed to be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes," and the Contracting Officer shall promptly issue a decision thereunder".

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4. Paragraph d.2. of PART XII is amended revising the last two sentences thereof to read as follows:

"However, in no event shall the allowance for profit exceed fourteen per-cent (14%) of the total target cost. For purposes of this contract the total target cost, profit and price is as follows:

Total Target Cost \$11,412,535
Total Target Profit 1,198,315
Total Target Price \$12,610,650

5. The contract is further amended by revising PART IV - CONSIDERATION AND PAYMENT to read as follows:

### "PART XV - CONSIDERATION AND PAYMENT

- a. The total contract target price for Items 1 through 6, 8 and 9 of Exhibit "A" to the Schedule is \$12,610,850 subject to the provisions of the clause hereof entitled "PART XII INCOMPLYE PRICE REVISION" and the provisions of the clause hereof entitled "PART XVI LIMITATION OF COVERNMENTS CELIMATION."
- b. The total estimated cost for Item 7 to the Schedule is \$500,000.00 said amount being allotted hereunder and subject to PART XVI of the Schedule.
- c. There is hereby allotted for the performance of this contract the sum of \$11,500,000 subject to the provisions of PART XVI of the Schedule."
- 6. PART XVI LIMITATION OF COVERNMENT'S OBLIGATION of the Schedule is amended as follows:
- (a) The figures "\$9,776,500.00" appearing in the first sentence of paragraph (d) are deleted and in lieu substitute the figures "\$11,500,000.00."
- (b) The words and figures "30 June 1962" appearing in the first sentence of paragraph (3) are deleted and in lieu thereof substitute the word and figures "30 September 1962."
- 7. All other terms, conditions and requirements of Contract No. BB-450 remain unchanged.

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