

SUPPLEMENTAL AGREEMENT

DATE

12 APR 1952

MODIFICATION NO. 1

CONTRACT NO. (100) 1-73 PROJECT BY Department of Defense and Procurement The Air Materiel Procurement Office And SAC, San Francisco, California SUBJECT: J. W. [unclear]	MODIFICATION NO. 1
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ACQUISITION AND APPROPRIATION DATA

This contract is authorized by Departmental Approval dated 12 Apr 52

The above-numbered contract is modified as follows:

- a. By changing paragraph 10 of Part I of the Schedule of the contract to provide for the insertion of the following words between the words "aircraft" and "dependant" in the seventh line thereof:
- and three (3) to ten (10) each military aircraft"
- b. By adding the following United States Government furnished Aircraft to Article "A" of this contract:

Certified True Copy

[Signature]
 JAMES A. SPENCER
 SAC
 Contracting Offices

97-2001
 97-2002
 97-2003
 97-2004
 97-2005
 97-2006
 97-2007

Approved: 12 APR 1952
 s/JACK G. SLACK
 JACK G. SLACK
 Colonel, USAF
 Director of Procurement and Production

- c. By changing paragraph 10 of Part I of the Schedule of the contract to provide for the following:
- (1) The paragraph 10 is hereby identified as sub-paragraph (1);
- (2) By providing for the addition of sub-paragraph (2);
- (3) Except that, original time, and other, now is to be

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect. This Supplemental Agreement is entered into pursuant to the authority of 48 USC 2304 (c) (1) (B) (ii).

John A. [unclear] Inc.
 NAME OF CONTRACTOR

[Signature]
 SIGNATURE

DATE

John A. [unclear]
 TYPED NAME

John A. [unclear]
 TITLE

UNITED STATES OF AMERICA

[Signature]
 SIGNATURE OF CONTRACTING OFFICER

DATE

JAMES A. SPENCER
 Contracting Officer
 in Charge of Procurement and Production

TYPIC NAME OF CONTRACTING OFFICER

1952 1870

University of Texas at El Paso Department of Special Collections

CHANGE ORDER
(OR ADMINISTRATIVE CHANGES)

FILE COPY

SEE CONTRACT NO.

NO. OF PAGES

ISSUED BY PURCHASER AUTHORITY
MAY 15 1962

CONTRACT (OR) ORDER NO.
DPO(531)-122

MODIFICATION NO.
2

TO: Mr. [Name], [Address],
San Francisco, California

ISSUED BY
Directorate of Proc & Insp
The Air National Guard Inactive Area
Apt 215, San Francisco, California
Buyer: J. J. McGrath

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

Pursuant to Paragraph 42^a of Part IV of the Schedule entitled "Consideration and Payment" of the above numbered Contract, the following changes are made hereto.

- a. By adding \$100,000.00 to funds already provided for performance under this Contract, other than to the funds set forth on the Administrative Commitment Document attached hereto.
- b. By changing the amount shown on the face page of the Contract which now reads "Estimated at \$2,000,009.25" to read in lieu thereof; "Estimated at \$2,200,009.25."
- c. This Change Order is subject to Clause 16, entitled; "Approval of Contract" which is a part of the General Provisions to the Basic Contract.

APPROVED 24 May 1962

s/ VINCENT G. BUNICK
Brigadier General, USAF
Commander

Certified True Copy

James E. Spencer
JAMES E. SPENCER
DAFC
Contracting Officer

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

UNITED STATES OF AMERICA
BY *James E. Spencer*
SIGNATURE OF CONTRACTING OFFICER

PROCURING OFFICER, DAFC

16 May 1962

University of Texas at L
Department of Special Collections

CHANGE ORDER
(OR ADMINISTRATIVE CHANGES)

PAGE NO.

NO. OF PAGES

DATE OF CHANGE ORDER

CONTRACT (OR COPY) NO.

NOTIFICATION NO.

100-117-20 May 62

100-117-2071

3

100-117-2071
100-117-2071
100-117-2071

100-117-2071
100-117-2071
100-117-2071

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

Pursuant to paragraph "b" of Part IV of the Schedule entitled "Consideration and Payment" of the above referenced Contract, the following changes are made therein.

- 1. By adding \$35,210.75 to funds already provided for performance under this contract, changeable to the funds set forth on the Administrative Commitment document enclosed hereto;
- 2. By changing the amount shown on the face page of the Contract which now reads "limited at \$1,000,000" to read in lieu thereof; "limited at \$1,352,210.75."
- 3. This Change Order is subject to clause 13, entitled; "Approval of Contract" which is a part of the General Provisions to the main Contract.

APPROVED 29 Jun 1962

W. C. Robinson

W. C. ROBINSON
Colonel, USAF
Director of Procurement
and Production

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

JUN 29 1962

UNITED STATES OF AMERICA

BY

A. A. Gaulteau
SIGNATURE OF CONTRACTING OFFICER

A. A. GAULTEAU
Colonel, USAF

TYPED NAME OF CONTRACTING OFFICER

100-117-1319

ORIGINAL FILE COPY

THE GOVERNMENT PRINTING OFFICE: 1962 O-5118-12

CHANGE ORDER
(OR ADMINISTRATIVE CHANGE)

PAGE NO.

NO. OF PAGES

1

100 1st 20 May 62
Contractor's name and address

CONTRACT (ORDER) NO.
490(591)-107

MODIFICATION NO.
3

490 America, Inc.
12441 Alameda Office
San Francisco
California

ORDER BY
Directorate of Proc & Prod
HQ AF Materiel Force Pacific Area
410 330, San Francisco, California

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

Pursuant to paragraph "b" of Part IV of the Schedule entitled "Consideration and Payment" of the above numbered Contract, the following changes are made therein.

- a. by adding \$35,110.75 to funds already provided for performance under this Contract, assignable to the funds set forth on the Administrative Commitment Document attached hereto.
- b. by changing the amount shown on the face page of the Contract which now reads "limited at \$2,100,000.00" to read in like amount; "limited at \$2,135,110.75."
- c. This Change Order is subject to clause 13, entitled; "Approval of Contract" which is a part of the General Provisions to the basic Contract.

APPROVED 29 Jun 1962

H. C. Robinson

H. C. ROBINSON
Colonel, USAF
Director of Procurement
and Production

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

JUN 29 1962

UNITED STATES OF AMERICA

BY *R. A. Gaujeau*
SIGNATURE OF CONTRACTING OFFICER

R. A. GAUJEAU
Capt., USAF
TYPED NAME OF CONTRACTING OFFICER

1319

PURCHASER OR AGENCY OR CHARGE AUTHORITY	CONTRACT NUMBER NO.	MODIFICATION NO.
MAIL FILE 10-2	W412(501)-1071	1
CONTRACTOR'S NAME AND ADDRESS Le Roy, Inc. 1001 Market Street San Francisco, California		ISSUED BY Directorate of Proc & Eval 15 Air National Forces Pacific Area APO SF, San Francisco, California Buyer: J. J. Kuehn, AFM1

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

Inasmuch as Part XIV of the Schedule of the above numbered contract entitled "Options to extend the Term of the Contract," the following changes are made:

1. By exercising the option granted in Part XIV of the Schedule to the contract and thereby extending the Period of Performance from 1 July 1962 through 30 June 1963.
2. By adding a sentence to paragraph 2, Part IV of the Schedule to the Contract to read as follows:

"For payment to the Contractor, during the Period of Performance called for during the option period, there is hereby obligated to this Contract the sum of \$4,024,500. chargeable to the funds set forth on the Administrative Commitment Document attached hereto."

3. By changing the dollar figure shown on the cover page of the Contract which reads, "Estimated at \$3,500,000.00 to read in lieu thereof; "Estimated at \$7,34,500."

4. By changing, effective 1 July 1962, all references throughout the Contract, which reads: "The Air National Forces Pacific Area" to read in lieu thereof: "The Air Force Air Procurement Hospital (AFAPH)"

5. This Change Order is subject to Clause 13, entitled "Approval of Contractor" which is a part of the General Provisions to the basic Contract.

Certified True Copy

James E. Spencer
 JAMES E. SPENCER
 Contracting Officer

APPROVED: Jun 12, 1962

S/R. S. Kuehn
 J. J. KUEHN
 Major General, USAF
 Director of Procurement
 and Evaluation

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

JUN 1 1962

UNITED STATES OF AMERICA

BY *James E. Spencer*
 SIGNATURE OF CONTRACTING OFFICER

PROCURING OFFICER: JAMES E. SPENCER
 TYPED NAME OF CONTRACTING OFFICER

Contractor's name and address
Sears Roebuck, Inc.
Federal Service Office
1200 1st St
San Francisco, California

Address of
Administrators of Procurement
The War Relocation Authority
120 1st St, San Francisco, California

IN FULLY EXECUTED CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

Pursuant to Part XII, subparagraph (2) of the Contract Schedule, the following change is made therein:

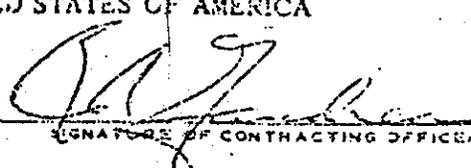
a. By adding the following United States Government Furnished Aircraft to Exhibit "A" of this contract:

TYPE
L-20
HIS-1

AIRCRAFT SERIAL NO.
L-20
B080-149520

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE _____

UNITED STATES OF AMERICA
BY 
SIGNATURE OF CONTRACTING OFFICER
R. A. GENDREAU, CAPTAIN, USA
TYPED NAME OF CONTRACTING OFFICER

DD FORM 1 (MAY 1962)

OFFICIAL FILE COPY

ORDERING OFFICE/PURCHASER AUTHORITY	CONTRACT (NUMBER) NO.	MODIFICATION NO.
State of California Department of Public Works	HW-500 1076	6
ISSUED BY Department of Food & Food The United States Federal Reserve Bank 410 S.F., San Francisco, California Name: J. H. [unclear]		

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.

THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

- I. PURSUANT TO PARAGRAPH "H" OF PART IV OF THE SCHEDULE ENTITLED "CONSIDERATION AND PAYMENT" OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN:
 - a. By adding \$14,000.00 to funds already provided for performance under this Contract, and adding to the funds set forth on the Administrative Contract Document attached hereto.
 - b. By changing the amount shown on the face page of the Contract which was previously estimated at \$3,300,000.00 to read in lieu whereof; "estimated at \$3,314,000."

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE July 31, 1952

UNITED STATES OF AMERICA

BY James G. [unclear]
SIGNATURE OF CONTRACTING OFFICER

JAMES G. [unclear]
TYPED NAME OF CONTRACTING OFFICER

FORM 1810

OFFICIAL FILE COPY

30 July 62

1

2

ISSUE, PLAN NUMBER, CHANGE IN PRIORITY	CONTRACT NUMBER, ETC.	MODIFICATION NO.
No. 1147 (1173) AIR AMERICA, Inc. Flight Operations Office 410 579 San Francisco, California	AF 52(531)-1674	ISSUED BY My Air Procurement Region, For East APO 323 San Francisco, California

ACCOUNTING AND APPROPRIATION DATA

N/A

The above-numbered contract is modified as follows:

By deleting the following numbered aircraft from Exhibit "B" to the contract:

"USAF SN's 55-5251, 55-5252, 55-5253, and 55-5259."

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect. This Supplemental Agreement is entered into pursuant to the authority of 10 U.S.C. 2304 (a) (IF APPLICABLE).

AIR AMERICA, Inc. NAME OF CONTRACTOR <i>[Signature]</i> SIGNATURE 23 July 62 DATE Clyde C. Carter TYPED NAME Vice President & Secretary TITLE	UNITED STATES OF AMERICA BY <i>[Signature]</i> SIGNATURE OF CONTRACTING OFFICER 30 July 62 DATE JAMES E. SPENCER, DASC TYPED NAME OF CONTRACTING OFFICER
--	--

FORM 1580

OFFICIAL USE ONLY

ORDER NO./PURCHASER'S IDENTITY WKS 1110 1205	CONTRACT (ORDR) NO. AFM(521)-1074	MODIFICATION NO. 2
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Contractor's name and address In America, Inc. World Executive Center 200 309 San Francisco, California	ISSUED BY The Air Procurement Region, San Francisco APO 323 San Francisco, California
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IN PURSUANCE TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

By deleting the following United States Government furnished aircraft from Exhibit A of this contract.

722	AIRCRAFT SERIAL NO.	QTY
H-34	61-4208	1
H-34	62-4489	504
H-34	62-4490	504
H-34	61-4491	504

This confirms our message 324 1001 dated 24 August 1962.

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE 27 August 1962

UNITED STATES OF AMERICA

BY: *James E. Sawyer*
SIGNATURE OF CONTRACTING OFFICER

Contracting Officer
JAMES E. SAWYER
TYPED NAME OF CONTRACTING OFFICER

OFFICIAL FILE COPY

CHANGE ORDER
(OR ADMINISTRATIVE CHANGE)

CONTRACTING OFFICE (Agency) AUTHORITY

CONTRACT (Order) NO.

MODIFICATION NO.

DATE OF THIS ORDER

APPROVED BY

(Contractor's name and address)

BY

By: Air Procurement Service, New York (Contract)
AID 349, San Francisco, California

Project: James A. Spence

General Electric, Inc.
1200 Executive Office
100-10000
San Francisco, California

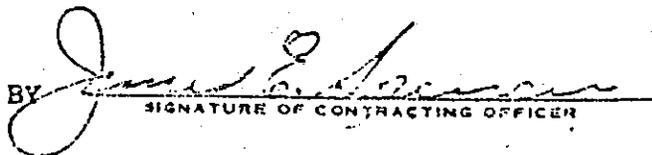
IN ACCORDANCE WITH THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN:
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

By changing the estimated quantity under slot number 36 to Exhibit "B" of this contract from 77 to 81.

This confirms our message SIFL 1359 of 11 Sep 1962.

Except as hereby modified, all terms and conditions of said contract as heretofore modified remains unchanged and in full force and effect.

UNITED STATES OF AMERICA

BY 
SIGNATURE OF CONTRACTING OFFICER

JAMES A. SPENCE
TYPED NAME OF CONTRACTING OFFICER

DATE 11 Sep 1962

OFFICIAL COPY

CHANGE ORDER
(SEE ADMINISTRATIVE CHANGES)

ACQUISITION/REPURCHASE AUTHORITY

CONTRACT (ORDER) NO.

MODIFICATION NO.

THE 1962 AFPS

AF 62(531)-1674

10

11 (Signature and address)
12 (Address)
13 (City, State)
14 (City, State)
15 (City, State)

ISSUED BY
16 (Name)
17 (Title)
18 (Address)
19 (City, State)

20 (Buyer Name)

21 PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
22 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

By adding the following United States Government Furnished Aircraft to Exhibit
23 of this contract:

24 TYPE	25 AIRCRAFT SERIAL NR
HUS-1	149392
HUS-1	149393
HUS-1	149394

This confirms our Message SMFL-1767 of 1 Oct. 1962

26 Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and
27 in full force and effect.

28 1 Oct. 1962

29 UNITED STATES OF AMERICA
30 BY James E. Spencer
31 SIGNATURE OF CONTRACTING OFFICER
32 JAMES E. SPENCER
33 TYPED NAME OF CONTRACTING OFFICER

CONTRACT AUTHORITY AF 62(521)-1674	MODIFICATION NO. 11
CONTRACTOR'S NAME AND ADDRESS In America, Inc. 1100 Executive Office BPO 219, San Francisco, California	ISSUED BY HQ, Air Procurement Region, Far East (HAFSA), APO 303 San Francisco, California BY: James E. Spencer

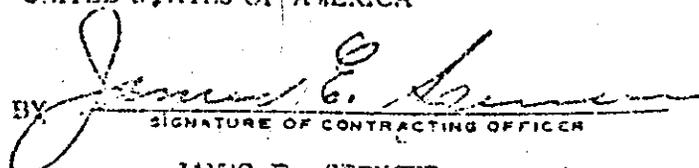
PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

- (A) By changing any reference in this contract which reads "Chief MAAC" to read "Director USAID".
- (B) By deleting paragraphs e.(1) and (2) of Part VII of the contract schedule and substituting the following in lieu thereof: "(1) Reparables - Unless directed otherwise, all reparable (recoverable) items not authorized for Contractor repair will be prepared for shipment and delivered by Government furnished transportation for disposition in accordance with instructions issued by the Contracting Officer. (2) Serviceable Excesses - Unless directed otherwise, all serviceable excesses will be prepared for shipment and delivered by Government furnished transportation for disposition in accordance with instructions issued by the Contracting Officer."
- (C) By changing that part of the signature page of the contract that reads "Payment will be made by the Disbursing Officer, MAAG, APO 152" to read "Payment will be made by the Disbursing Officer JUSMAG Thailand".

This change is effective at 0001 hours 7 Oct. 1962.

This confirms our Message SMFL 5060 of 3 Oct. 1962.

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE <u>3 Oct. 1962</u>	UNITED STATES OF AMERICA BY:  SIGNATURE OF CONTRACTING OFFICER JAMES E. SPENCER TYPED NAME OF CONTRACTING OFFICER
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CHANGE ORDER
(OR ADMINISTRATIVE CHANGE)

PAGE NO. 1
NO. OF PAGES 3
MULTIPLICATION NO. 12

ORDER OR PURCHASE NUMBER
WTA SMFB 07805

CONTRACT (Order) No.
AF 07(531)-1076

Supplier's name and address
In America, Inc.
Field Executive Office
APO 439, San Francisco, California

ORDER BY
Sg. Air Procurement Region, San East
(SICAMA), APO 323
San Francisco, California
Buyer: James E. Spencer

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN:
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES

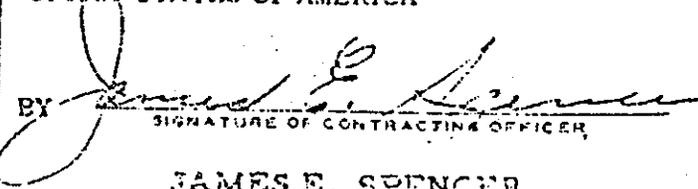
(A) By changing any reference in this contract which reads "Director, USAID" to read "Deputy Chief, JUSMAG, Thailand".

This change is effective at 0001 hours 8 Dec 1962.

This confirms our Message SMFL 5128 of 11 Dec 1962.

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE 11 December 1962

UNITED STATES OF AMERICA
BY 
SIGNATURE OF CONTRACTING OFFICER
JAMES E. SPENCER
TYPED NAME OF CONTRACTING OFFICER

ORDER NO. 6883 CONTRACT (LINE) NO. 47 (21531)-602 MODIFICATION NO. 12

Contract to be changed (as shown)
AIR MAIL 1100
Contracting Office
20770
San Francisco, California

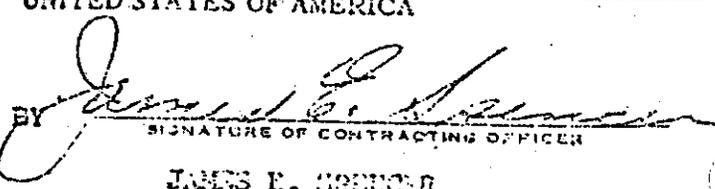
ISSUED BY
By Air Procurement Section, War East (S)
APO 340
San Francisco, California
Buyer: James E. Spencer

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

1. By changing the FUNK FR on item number 5 of exhibit "B" of this contract to read 14034 instead of 14036.
2. By changing the FUNK FR on item number 6 of exhibit "B" of this contract to read 21412 instead of 14412.

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE 4 February 1962

UNITED STATES OF AMERICA
BY 
SIGNATURE OF CONTRACTING OFFICER
JAMES E. SPENCER
TYPED NAME OF CONTRACTING OFFICER

NO 12/13/62

SPECIAL IN 1962

**CHANGE ORDER
(OR ADMINISTRATIVE CHANGE)**

AGE NO.

NO. OF PAGES

DEPARTMENT/AGENCY

CONTRACT ORIGIN NO.

MODIFICATION NO.

AF 503-0299

AF 52(521)-1897

14

(Contractor's name and address)

Air America, Inc.
Field Executive Office
450 289, S. Francisco, California

ORDER BY

Wg Air Procurement Region, Far East (AFPC)
APO 323
San Francisco, California

Buyer: James E. Spencer

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

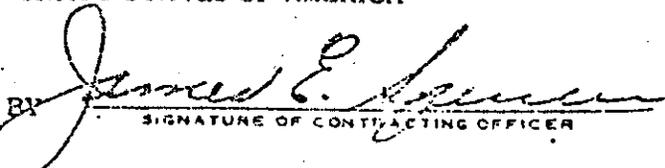
By deleting the following United States government furnished aircraft from Exhibit "B" of this contract:

<u>Type</u>	<u>Aircraft Serial No.</u>
H-34	144639
"	144642
"	144643
"	144648
"	144653
"	145733
"	145736
"	145741
"	145745
"	145983

This change order is effective 16 April 1963.

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

UNITED STATES OF AMERICA

BY 

SIGNATURE OF CONTRACTING OFFICER

JAMES E. SPENCER

TYPED NAME OF CONTRACTING OFFICER

DATE

4 April 1963

FORM 1210

STANDARD FORM NO. 1210

U.S. GOVERNMENT PRINTING OFFICE: 1962 O-548-111

ORDER FOR ORDER
(OR ADMINISTRATIVE CHANGES)

PAGE NO. 13 OF PAGE 1

PURCHASE AUTHORITY W-3-6037-771-77982	CONTRACT (ORDER) NO. W 52(591)-267L	MODIFICATION NO. 75
Contractor's name and address Air America, Inc. AID Administrative Office AID 227, San Francisco, California		ISSUED BY Lt. Air Procurement Service, War Department AID 323, San Francisco, California Buyer: James E. Spencer

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN.
 THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

- A. By adding \$9,000 to funds already provided for performance under this contract, chargeable to the funds set forth on the Administrative Commitment Document attached hereto.
- B. By changing the amount shown on the face page of the contract which now reads "Estimated at \$7,384,500" to read in lieu thereof: "Estimated at \$7,397,500.00."

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE 26 April 1963

UNITED STATES OF AMERICA
 BY James E. Spencer
 SIGNATURE OF CONTRACTING OFFICER
 JAMES E. SPENCER
 TYPED NAME OF CONTRACTING OFFICER

DD FORM 1319

OFFICIAL FILE COPY

Assignment

ADMINISTRATIVE

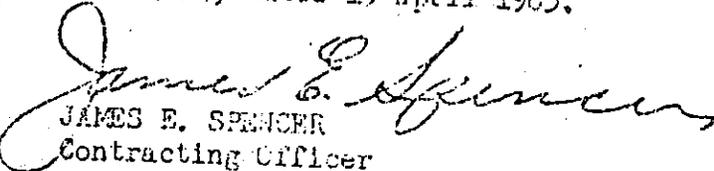
COMMITMENT DOCUMENT

TO: WRAMA (WRCAAC-2)
Robins AFB, Georgia

Disbursing Officer
JUSMAG, Thailand
AED 746
San Francisco, California

DATE
26 Apr 1963

CONTRACTUAL INSTRUMENT NO.
Change Order Part - 15
CONTRACTOR
Air America, Inc.

PR ITEM NO.	CONTR ITEM NO.	CONTRACT QUANTITY	PR OR MFR NUMBER AND ACCOUNTING CLASSIFICATION	UNIT PRICE	TOTAL COST
1	1 thru 5	Open End Contract	Purchase Request Number WR-3-0047-2736-07922 GSN: 63-P431.1 (2561) L-1910 001 1510 5733400 3036358 P431(1)S503900 (2560) Funds obligated in accordance with WRAMA message, WRO-3/134, dated 19 April 1963.  JAMES E. SPENCER Contracting Officer	N/A	\$ 3,000

PREPARED BY (Typed Name, Org Code, Telephone No., and Signature)
 JAMES E. SPENCER
 SGPL/28874

The supplies and services to be obtained by this instrument are authorized by, and for the purpose set forth in, and are chargeable to allotments enumerated above, the available balance of which is sufficient to cover the cost in an amount not to exceed \$ 3,000
 DATE 26 April 1963

CONTRACT NO. AFMAG-AR6432 DEPT. OF DEFENSE WASHINGTON, D.C.	CONTRACT MOD. NO. AFMAG(321)-1874	MODIFICATION NO. 15
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SUPPLIER: Air America, Inc. Federal Executive Office APO 247 San Francisco, California	ISSUED BY: Mq Air Procurement Region, Far East (AFPC) APO 123, San Francisco, California Buyer: James E. Spencer
--	--

PURSUANT TO THE "CHANGES" CLAUSE OF THE ABOVE-NUMBERED CONTRACT, THE FOLLOWING CHANGES ARE MADE THEREIN

THE ABOVE-NUMBERED CONTRACT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES.

By deleting the following United States Government furnished aircraft from Exhibit "B" of this contract:

<u>Type</u>	<u>Aircraft Serial No.</u>
H-34	144647

This is your authority to deliver the above cited aircraft to the Agency and at the time and place as directed by the Deputy Chief, JUSMAG.

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect.

DATE <u>22 May 1953</u>	UNITED STATES OF AMERICA <i>/s/ James E. Spencer</i> BY _____ SIGNATURE OF CONTRACTING OFFICER JAMES E. SPENCER TYPED NAME OF CONTRACTING OFFICER
-------------------------	---

~~TOP SECRET~~

AF62(531)-1674

17

Air America, Inc.
Executive Office
APO 239
San Francisco, California

ISSUED BY
Hq Air Procurement Region, Far East
(AFAC)
APO 323, San Francisco, California
Buyer: William S. McDuffee

ACCOUNTING AND APPROPRIATION DATA

Same as basic contract

The above-numbered contract is modified as follows:

1. WHEREAS, the Contractor and the Government have entered into Contract No. AF62(531)-1674 under date of 1 July 1961 which, together with any and all amendments, changes, modifications, and supplements thereto, is hereinafter referred to as "the contract"; and
2. WHEREAS, the contract provides for repricing in accordance with Part XIV of the schedule; and
3. WHEREAS, the contract provides that the performance of work thereunder may at the convenience or option of the Government be terminated by the Government in whole or from time to time, in part, whenever any such termination is determined to be for the best interest of the Government, and that the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of such termination; and
4. WHEREAS, by the Notice of Termination dated 23 November 1962, the Government advised the Contractor of the partial termination of the contract for the convenience or at the option of the Government as of the date and to the extent provided in such Notice, to which reference is hereby made as to the part terminated, and said part is hereinafter referred to as "the terminated portion of the contract."
5. NOW, THEREFORE, the parties hereto agree as follows:
6. By adding Exhibits "C-1," "D-1," and "E-1," which will be used in lieu of Exhibits "C," "D," and "E" and represents the final repricing and acceptable rates as contemplated by the parties for the period 1 September 1962 through 30 June 1963. Except to the extent modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect. This Supplemental Agreement is entered into pursuant to the authority of Exhibit C-1 (IF APPLICABLE). Part XIV Contract Schedule and Clause 8 of the General Provisions

Air America, Inc.

NAME OF CONTRACTOR

BY *Ronald E. Lewis* 12 Jun 63

SIGNATURE

DATE

RONALD E. LEWIS

TYPED NAME

General Manager - Japan

TITLE

UNITED STATES OF AMERICA

BY *James E. Spencer* 12 Jun 63

SIGNATURE OF CONTRACTING OFFICER

DATE

JAMES E. SPENCER

TYPED NAME OF CONTRACTING OFFICER

SEP 19 1962

OFFICIAL FILE

SUPPLEMENTAL AGREEMENT NR 17
(Continued)

Contract: AF62(531)-1674

Contractor: Air America, Inc.

7. By changing the rates set forth in Part IV.h.(2)H to read \$3.25 in lieu of \$2.34 and \$4.24 in lieu of \$3.40 for the period 1 September 1962 through 30 June 1963.
8. The contractor hereby unconditionally waives any claim against the government arising under the terminated portion of the contract or by reason of its termination including, without limitation, all obligation of the government to make further payments or to carry out other undertakings in connection with said terminated portion, and the government acknowledges that the contractor has no obligation to perform further work or services or to make further deliveries of articles or materials under the terminated portion of the contract; provided, however, that nothing herein contained shall impair or affect in any way any other covenants, terms, or conditions of the contract.
9. This Supplemental Agreement shall be subject to the written approval of the Secretary of the Air Force or his duly authorized representative and shall not be binding until so approved.
10. Finalization of this repricing action was delayed due to partial termination action during the repricing period.
11. Any amount due the United States Government as a credit under this contract resulting from the repricing action set forth in this Supplemental Agreement shall be recovered by offsetting such amounts against current unpaid charges and future billings to be made by the contractor under this contract and in the event such amounts due the United States Government exceed such unpaid charges or future billings by the contractor such difference will be paid by the contractor by certified check or by any other method which is agreeable to both the contractor and the United States Government.

EXHIBIT "C-1"
Flying Personnel

<u>Slot No.</u>	<u>Classification</u>	<u>Estimated Quantity</u>	<u>Category</u>	<u>Rate for Flying Hour</u>
1	Project Chief Pilot	1	A	39.78* (1)
2	Pilot	22	A	26.65* (2)
3	First Officer	3	A	19.02* (3)
4	Flight Mechanic	7	A	19.04
		12	B	8.04 (4)
		0	C	6.82 (5)

* If more than 1,820 flight hours are billable for the classifications designated by one asterisk (*) in the aggregate for any one month, the amounts which the contractor shall be paid as provided for in the Schedule shall be reduced by \$0.65 per flight hour for each flight hour in excess of 1,820 billable for such month for the employees within such classification.

For each billable flight hour in excess of 70 hours per month per man (or pro-rata portion thereof as provided for in Part IV, b, ii), the flight hour rate shall be:

(1) Slot 1 Project Chief Pilot	\$26.63
(2) Slot 2 Pilot	22.95
(3) Slot 3 First Officer	16.16
(4) Slot 4 Flight Mechanic B	7.15
(5) Slot 5 Flight Mechanic C	6.07

Contract Number AF62(531)-1674

EXHIBIT "D-1"
Ground Personnel

<u>Item No.</u>	<u>Classification</u>	<u>Estimated Quantity</u>	<u>Category</u>	<u>Man Day Rate</u>
1	Project Manager	1	A	\$88.38
2	Asst. Project Manager	0	A	64.87
3	Proj. Chief Operation	1	A	91.96
4	Operations Manager	1/2	A	70.57*
5	Operations Dispatcher	0	C	24.19*
		1	C	22.19*
6	Operations Clerk	0	D	19.83*
		0	C	21.94*
7	Communications Supvr.	2	D	12.26*
8	Radio Operator	2	C	23.94*
		17	C	24.18*
9	Switchboard Operator	1	D	17.13*
10	Clerk	2	D	3.77
		1	C	15.00
11	Navig Aid Attendant	1	D	4.52
12	Ground Transport Supvr.	0	C	15.82
13	Driver	1	C	14.06
14	Personnel Admin.	18	D	2.77
		1	B	17.10
15	Personnel Clerk	0	C	15.33
		0	B	16.24
		0	C	14.56
16	Doctor	1	D	4.22
17	Medical Attendant	1	C	34.58
		1	C	15.44
18	Accounting Supervisor	1	D	5.42
19	Accountant	0	A	51.29
20	Security Supervisor	1	C	22.50
21	Security Guard Supvr.	1	A	48.72
22	Security Guard Leadman	1/2	C	16.32
23	Security Guard	3	D	3.34
24	Clerk Typist	12	D	2.59
		1	C	14.81
25	Secretary	1	D	4.22
		0	C	20.94

Contract Number AF62(531)-1674

EXHIBIT "D-1"
(Continued)

<u>Slot No.</u>	<u>Classification</u>	<u>Estimated Quantity</u>	<u>Category</u>	<u>Man Day Rate</u>
26	Technical Services Manager	0	D	\$10.83
27	Technical Services Clerk	1	A	60.99
		1	B	17.10
		0	C	14.56
28	Planning Superintendent	0	D	4.22
		0	A	53.20
		1	B	18.09
29	Planning Clerk	0	C	17.75
		1	B	17.10
30	Supply Superintendent	4	C	16.32
		0	A	61.68
		1	B	18.70
31	Supply Supervisor	0	C	17.57
		0	A	48.33
		2	B	17.10
32	Storekeeper	0	C	16.32
		8	B	16.06
		0	C	14.56
33	Supply Clerk	1	D	6.17
		0	B	15.44
		0	C	14.56
34	Maintenance Superintendent	1	D	4.22
		2	A	60.54
		1	B	36.72
35	Maintenance Supervisor	1/2	C	23.50
		2	A	53.49
		0	B	21.91
36	Crew Chief	2	C	17.93
		2	A	51.28
		2	B	21.91
37	Leadman	2	C	17.93
		1	A	49.91
		1	B	20.68
		5	C	14.60
		0	D	5.93

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EXHIBIT "D-1"
(Continued)

<u>Slac No.</u>	<u>Classification</u>	<u>Estimated Quantity</u>	<u>Category</u>	<u>Man Day Rate</u>
35	Mechanic	2	A	\$49.68**
		26	B	20.97**
		35	C	14.35**
		10	D	5.69**
39	Artisan	0	B	17.54
		0	C	14.62
		10	D	4.03
		0	A	46.90
40	Fireman Leader	0	B	18.22
		0	C	15.68
		1	B	18.22
		4	C	12.55
42	Senior Inspector	5	D	2.92
		0	A	51.51
		0	B	22.83
		1	C	17.56
43	Inspector	0	A	50.09
		0	B	19.51
		4	C	14.74
		2	D	3.97
45	Labor Leadman	4	D	2.17
45	Laborer	60	D	1.75
47	Chief, Employee Welfare	1/2	A	48.34

* If more than 240 man-days are billable for the classifications designated by one asterisk (*) in the aggregate for any one month, the amounts which the Contractor shall be paid as provided for in the Schedule shall be reduced by \$7.37 per man-day for each day in excess of 240 man-days billable for such month for the employees within such classifications.

** If more than 1,200 man-days are billable for the classifications designated by two asterisks (**) in the aggregate for any one month, the amounts which the Contractor shall be paid as provided for in the Schedule shall be reduced by \$1.15 per man-day for each day in excess of 1,200 man-days billable for such month for the employees within such classifications.

Contract AF62(531)-1674

EXHIBIT "E-1"

Hazardous Flying Hour Rates

I. For Non-Flying Personnel when aboard the aircraft on official contract duties:

Category A	\$5.00 per Flying Hour
B	3.00 " " "
C	3.00 " " "
D	1.25 " " "

II. For Flying Personnel:

Classification:

Project Chief Pilot	\$10.00 per Flying Hour
Pilot	10.00 " " "
First Officer	5.00 " " "
Flight Mechanic A	5.00 " " "
Flight Mechanic B	3.00 " " "
Flight Mechanic C	3.00 " " "

Contract AF62(531)-1674

SUPPLEMENTAL AGREEMENT		EXECUTIVE DATE	ISSUING	NO. OF PAGES
		1 July 1961	1	1
FORMER CONTRACT NUMBER	CONTRACT NO.	MODIFICATION NO.		
Same as basic contract	AF42(531)-1674	18		
CONTRACTOR'S NAME AND ADDRESS Air America, Inc. Head Executive Office APO 339 San Francisco, California		ISSUED AT Military Procurement Region, Far East (AFPC) APO 339, San Francisco, California Buyer: James E. Spencer		
ACCOUNTING AND APPROPRIATION DATA				
Same as basic contract.				

The above-numbered contract is modified as follows:

a. By adding the following paragraph to Part XI of the Contract Schedule:

" e. Notwithstanding other provisions of this contract, personnel assigned by the Contractor hereunder may, with the approval of Deputy Chief, JUSMAG, Thailand, be utilized, during the period of such assignment, by the Contractor for work other than performance of this contract. Contractor's billings hereunder for such personnel shall be reduced by an amount of time equivalent to that so utilized."

b. By adding the following paragraph to Part V of the Contract Schedule:

" c. The United States Government furnished property, facilities, and services provided under this contract may, with the approval of the Administrative Contracting Officer, be used to support other United States Government contracts or activities when such action is determined to be in the best interest of the United States Government."

Except as hereby modified, all terms and conditions of said contract as heretofore modified remain unchanged and in full force and effect. This Supplemental Agreement is entered into pursuant to the authority of 10 U.S.C. 2304 (a) () (IF APPLICABLE).

AIR AMERICA, INC.	
NAME OF CONTRACTOR	
BY <i>[Signature]</i>	DATE: 1961
SIGNATURE	
HUGH J. [Signature]	
TYPED NAME	
President	TITLE

UNITED STATES OF AMERICA	
BY <i>[Signature]</i>	
SIGNATURE OF CONTRACTING OFFICER	DATE: 2 MAR 1961
JAMES E. SPENCER	
TYPED NAME OF CONTRACTING OFFICER	