

MAY 19 2000

Roy F. Weston, Inc.  
ATTN: Al Bione  
1400 Weston Way  
P.O. Box 2653  
West Chester, PA 19380

SUBJECT: CONTRACT NO. NRC-26-87-419, MODIFICATION NO. 7

Dear Mr. Bione:

Enclosed for your review and signature are three presigned copies of the subject modification. If you agree with the provisions contained herein, please sign all three copies and return two copies to the address below.

U.S. Nuclear Regulatory Commission  
Attn: Michael Turner  
Division of Contracts and Property Management/T-7-I-2  
Washington, DC 20555

If you have any questions regarding this modification, please contact Michael Turner on (301) 415-6535.

Sincerely,

Sharon D. Stewart, Contracting Officer  
Contract Management Branch 2  
Division of Contracts and Property Management  
Office of Administration

Enclosures: As stated

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MATurner *Mat*  
05/09/00

*SDS*  
ADM/DCPM/CMB2  
SDStewart  
05/19/00

Record Note: The purpose of this action is to correct the overhead billing rates reflected under Modification No. 7 dated 12/30/99. Under Subsection G.1, entitled, "Indirect Rates," the following two categories are reflected: Overhead and G&A. DCAA audit reports for years 1989 through 1990 reflects three categories, Overhead, Fringe, and G&A. The contractor's overhead rate for billing and bidding purposes is the combined rate of both their fringe benefits and overhead pools. Therefore, this modification is being re-issued to include the fringe benefit rate that was not factored into the overhead billing rate under the previous Modification No. 7.

Template = ADM001

ADM02

2. AMENDMENT/MODIFICATION NO. <b>7</b>	3. EFFECTIVE DATE <b>See Block 15c</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. ATTN: T-7-I-2 Contract Management Branch 2 Washington DC 20555	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Roy F. Weston, Inc. ATTN: Al Bione PH# (610) 701-3000 1400 Weston Way P.O. Box 2653 West Chester, PA 19380	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>Con# NRC-26-87-419</b> <b>SBA#</b>
	X	10B. DATED (SEE ITEM 13) <b>08-31-1987</b>
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) <b>Mutual Agreement of the Parties</b>

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the attached page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Sharon D. Stewart, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

The purpose of this modification is to rescind Modification No. 7 issued on December 30, 1999, and replace with the following:

Under Section G, entitled, "Contract Administration Data," Subsection G.1, entitled, "Indirect Rates" is hereby revised to incorporate the final negotiated indirect cost rates identified in the following Defense Contract Audit Agency (DCAA) Reports:

- DCAA Audit Report No. 6181-90G16990-179 dated, January 2, 1992
- DCAA Audit Report No. 6181-92G14010-026 dated, April 30, 1993
- DCAA Audit Report No. 6181-94C14010-281 dated, September 21, 1994

Accordingly, the contract is hereby modified as follows:

Under Section G - Contract Administration Data, Subsection G.1 - Indirect Rates is deleted in its entirety and the following is substituted in lieu thereof:

"For this contract, the maximum allowable indirect cost rates for reimbursement of indirect costs for the period of May 1, 1989, through June 28, 1991, are as follows:

<u>CATEGORY</u>	<u>RATE%</u>	<u>COST BASE</u>	<u>APPLICABLE PERIOD</u>
Overhead	109.34%	Total Direct Labor	Calendar Year 1989
G&A	14.93%	Total Direct Cost	Calendar Year 1989
Overhead	107.07%	Total Direct Labor	Calendar Year 1990
G&A	14.38%	Total Direct Cost	Calendar Year 1990
Overhead	111.68%	Total Direct Labor	Calendar Year 1991
G&A	14.78%	Total Direct Cost	Calendar Year 1991"

All other terms and conditions under this contract remain unchanged.