

2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	CODE 3100
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Jack Faucett Associates Suite 300 North 4550 Montgomery Avenue  Bethesda MD 20814	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-03-147
		10B. DATED (SEE ITEM 13) 07-31-2003

**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.
X	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:
	D. OTHER (Specify type of modification and authority)

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

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

See Page No. 2 for description of modification

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) ROBERT B. WEBBER CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/25/03

The purposes of this modification are to provide updated billing instructions and assign payment rights to Federal National Payables, Inc. pursuant to FAR 52.232-23 Assignment of Claims. Specific changes to the contract are described below.

1. Section J, Attachment J-1, "Billing Instructions for Cost-Reimbursement Contracts" is hereby deleted in its entirety and replaced with the attached, "Billing Instructions for Cost Reimbursement Contracts", dated October 2003, totaling 7 pages.
2. Notice of Assignment with attached Assignment of Claims dated August 11, 2003 are hereby incorporated into the contract under Section J as Attachment J-7.
3. As a result of this modification the total amount obligated remains unchanged at \$86,000.
4. As a result of this modification the total contract value of \$140,697 remains unchanged, as well as all other contract terms and conditions.

END OF MODIFICATION 002

# ATTACHMENT J-1

## BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Number of Copies:** An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike - Mail Room  
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

**Frequency:** The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in Attachment 2. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

Official Agency Billing Office

U.S. Nuclear Regulatory Commission

Division of Contracts MS: T-7-I-2

Washington, DC 20555-0001

1. Payee's DUNS Number or DUNS+4

- a. Name and Address
- b. Contract Number  
Task Order No. (If Applicable)
- c. Voucher/Invoice # \_\_\_\_\_
- d. Date of Voucher/Invoice \_\_\_\_\_
- e. Fixed Fee \_\_\_\_\_

2. Individual to Contact Regarding this Voucher

Name: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

(3) This voucher represents reimbursable costs for the billing period for the billing period from \_\_\_ through \_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
	(1) Direct labor*.....		
	(2) Fringe benefits ( % , if computed as percentage).....		
	(3) Capitalized nonexpendable equipment (\$50,000 or more - see instructions)*.....		
	(4) Non-capitalized equipment, materials, and supplies.....		
	(5) Premium pay (NRC approved overtime).....		
	(6) Consultants*.....		
	(7) Travel*.....		
	(8) Subcontracts*.....		
	(9) Other costs*.....		
	Total Direct Costs		
(b)	<u>Indirect Costs</u>		
	(A) Overhead ___ % of _____ (Indicate Base).....		
	(B) General & Administrative Expense ___ % of Cost Elements Nos. Total Direct & Indirect Costs		
(c)	Fixed-Fee (Cite Formula):		
(d)	Total Amount Billed.....		
(e)	Adjustments.....		
(f)	Grand Totals.....		

\* (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Hours</u>		<u>Rate</u>	<u>Cumulative</u>	
	<u>Billed</u>	<u>Total</u>		<u>Total</u>	<u>Hrs. Billed</u>
Senior Engineer I	[REDACTED]		\$14.00	\$1400	[REDACTED]
Engineer	[REDACTED]		\$10.00	\$500	[REDACTED]
Computer Analyst	[REDACTED]		\$5.00	\$500	[REDACTED]
				\$2400	

3) Capitalized Non-Expendable Equipment

[REDACTED] \$60,000

4) Non-capitalized Equipment, Materials, and Supplies

[REDACTED] = \$1100.00

[REDACTED] = \$900.00  
\$2000.00

5) Premium Pay

[REDACTED] = \$100  
(This was approved by NRC in letter dated 3/6/95).

6) Consultants' Fee

[REDACTED] = \$100

7) Travel

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
3/1/89	Wash., DC	\$200

INSTRUCTIONS FOR PREPARING  
COST INFORMATION FOR NRC CONTRACT VOUCHERS/INVOICES

Preparation and Itemization of the Voucher/Invoice: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts, MS: T-7-I-2, Washington, DC 20555-0001.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Payee's DUNS number, Name and Address:

**DUNS number:** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

**Payee's Name and Address:** Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

Include the following on all invoices:

- (a) Payee's DUNS number or DUNS+4 number
- (b) Contract Number. Insert the NRC contract number.
- (c) Task Order Number, if applicable. Insert the task order number.
- (d) Voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- (e) Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- (f) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (h) Direct Costs - Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor Category	Hrs. Billed	Rate	Total	Cumulative Hrs.Billed
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- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

- (4) **Non-capitalized Equipment, Materials, and Supplies.** These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.
- (5) **Premium Pay.** This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) **Consultants.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) **Travel.** Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

- (8) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) **Other Costs.** List all other direct costs by cost element and dollar amount separately.
- (i) **Indirect Costs (Overhead and General and Administrative Expense).** Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- (j) **Fixed Fee.** If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (k) **Total Amount Billed.** Insert the total amounts claimed for the current and cumulative periods.
- (l) **Adjustments.** For cumulative amount, include outstanding suspensions.
- (m) **Grand Totals.**

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

**FEE RECOVERY BILLING REPORT**

FIN:

Facility Name or Report Title:  
TAC or Inspection Report Number:  
(or other unique identifier)  
Docket Number (if applicable):

Cost Categories	Period Amt.	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
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Labor

Materials

Subcontractor/  
Consultant

Travel



**Other (specify)**

**Common Costs**

**Total  
Remarks:**

**S:\DC Instructions\Billing instruct CR.wpd**

ATTACHMENT J-7

NOTICE OF ASSIGNMENT

TO: U.S. Nuclear Regulatory Commission  
Division of Contracts  
Contract Management Center 2  
Mailstop T-7-I-2  
Washington, DC 20555

This has reference to Contract No. NRC-10-03-147 dated 8/1/03 entered into between Jack Faucett Associates, Inc. (the "Contractor") and U.S. Nuclear Regulatory Commission, Division of Contracts, Contract Management Center 2 Mailstop T-7-I-2, Washington DC 20555, (the "Agency") to provide To supplement and codify rules and regulations.

Monies due or to become due under the contract described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727 and 41 U.S.C.15.

A true copy of the instrument of assignment executed by the Contractor on 8/11/03, is attached to the original notice.

Payments due or to become due under this contract should be made to Federal National Payables, Inc., and mailed to the address set forth below or should be wired to Federal National Payables, Inc., in accordance with the wire transfer or Automated Clearing House(ACH) instructions set forth below:

If Mailed:

Federal National Payables, Inc.  
P.O. Box 64332  
Baltimore, MD 21264-4332

If Via Money Transfer or Automated Clearing House:

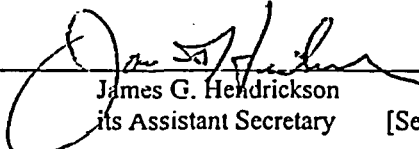
Assigned to Federal National Payables, Inc.  
c/o M & T Bank  
Baltimore, MD  
ABA #052000113  
A/C #18688114  
CCR: 1FCF3


Please return to the undersigned assignee two (2) enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

Very Truly Yours,

Attest:

By: FEDERAL NATIONAL PAYABLES, INC.

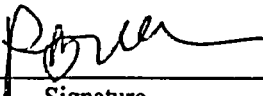
  
James G. Hendrickson  
its Assistant Secretary [Seal]

By:   
Judy Shaw  
Vice President

ACKNOWLEDGMENT

Receipt is acknowledged of the above and a copy of the instrument of assignment. They were received at 11:00

(a.m.)(p.m.) on 9/29, 2003.

By:   
Signature

ROBERT WEISBERK  
Print or Type Name

CONTRACTING OFFICER  
Title

NRC  
On behalf of (Name of addressee)

EXHIBIT A

ASSIGNMENT OF CLAIMS

Dated as of August 11, 2003

Jack Faucett Associates, Inc. (the "Assignor"), and Federal National Payables, Inc., (the "Assignee"), for value received, receipt of which is hereby acknowledged, hereby agree as follows:

1. For the purpose of financing the performance of the contract described in Schedule A attached hereto, including any task order, purchase order, amendment or modification thereto (the "Contract"), and in accordance with the Assignment of Claims Act of 1940, 31 U.S.C. 3727, 41 U.S.C. 15 (the "Act"), the Assignor hereby transfers and assigns to the Assignee, a financing institution, all amounts now due and to become due under the Contract.
2. Power of Attorney. The Assignor hereby authorizes and directs the U.S. Nuclear Regulatory Commission to make all payments due under such Contract directly to the Assignee at the address specified in Section 3 below by check or other order payable to the order of the Assignee, and constitutes and appoints the Assignee as its true and lawful attorney-in-fact, irrevocable, as a power coupled with an interest in its name or in the name of the Assignor or otherwise, to receive any and all such monies due or to become due under the Contract, and to endorse the name of the Assignor to any checks, drafts or other orders for payment of money payable to the Assignor.
3. Authority for Payments. The Assignor hereby authorizes and directs the disbursing officer in such Contract, or his successor, or any other department or officer of the U.S. Nuclear Regulatory Commission to pay the Assignee, or to its successors or assigns, any monies due or to become due under the Contract to:

If Mailed:

Federal National Payables, Inc.  
P.O. Box 64332  
Baltimore, MD 21264-4332

If Via Money Transfer or  
Automated Clearing House:

Assigned to Federal National Payables, Inc.  
c/o M & T Bank  
Baltimore, MD  
ABA #052000113  
A/C #18688114  
CCR: 1FCF3

4. Payment in Trust. The Assignor agrees that, if any payment shall be made to the Assignor, it will receive and hold the same, in trust, for the Assignee and will forthwith, upon receipt, deliver the same to the Assignee in the identical form of payment received by the Assignor.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective duly authorized officers or agents as of the date first written above.

Attest:

JACK FAUCETT ASSOCIATES, INC.

Name:

[Signature]  
its Secretary  
[Seal]

By

[Signature]  
Name: Mr. Michael Lawrence  
Title: President

State of )

: ss.:

County of )

Donald Hiram Hutson, a Notary Public in and for the said State or County, do hereby certify that this day personally appeared before me Michael F. Lawrence, whose names are signed to the foregoing Assignment dated August 11, 2003, and acknowledged the same before me for and on behalf of said corporation, and the said Michael F. Lawrence made oath before me in due form of law that the seal affixed to the said Assignment is the true corporate seal of said corporation, or the same was affixed by due authority. GIVEN under my hand and notarial seal this 12<sup>th</sup> day of August, 2003.

DONALD HIRAM HUTSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires November 18, 2003

Donald Hiram Hutson  
Notary Public

Attest:

FEDERAL NATIONAL PAYABLES, INC.

[Signature]  
James G. Hendrickson  
its Assistant Secretary  
[Seal]

By:

[Signature]  
Name: Judy Shaw  
Title: Vice President

## SCHEDULE A

### Description of Contract

1. Name of U.S. Government Agency: U.S. Nuclear Regulatory Commission
2. Number of Contract: NRC-10-03-147
3. Date of Contract: August 1, 2003
4. Nature of Contract: To supplement and codify rules and regulations