

2. AMENDMENT/MODIFICATION NO 5	3. EFFECTIVE DATE 1-28-2004	4. REQUISITION/PURCHASE REQ NO RES-02-074	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		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	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Battelle Columbus Operation 505 King Avenue Attn: Ules Jackson Columbus OH 43201-2693	(X)	9A. AMENDMENT OF SOLICITATION NO. RS-RES-02-074
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-04-02-074
	X	10B. DATED (SEE ITEM 13) 09-09-2002
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)
 RES-C04-356 31X0200 46015110203 Y6538 252A \$500,000
 RES-C04-357 31X0200 46015110203 Y6538 252A \$46,000

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Alt V Changes
	D. OTHER (Specify type of modification and authority)

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

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

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) Ules P. Jackson CONTRACTING OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen M. Pool
15B. CONTRACTING OFFEROR <i>Ules P. Jackson</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2/11/04
16B. UNITED STATES OF AMERICA BY <i>Stephen M. Pool</i> (Signature of Contracting Officer)	16C. DATE SIGNED 01-28-2004

CONTINUATION PAGE

The purpose of this modification is (1) to incorporate a within scope change to Section C of the contract, (2) to adjust the estimated cost and fixed fee, (3) to provide incremental funding and (4) to provide consent to subcontract. Accordingly, the contract is modified as follows:

1. The attached sheet sets forth the changes to Task 4 of the SOW.
2. As a result of the above, the contract estimated cost and fee are increased as follows:

	FROM:	BY:	TO:
Est. Cost	\$2,275,388	\$42,361	\$2,317,749
FCCM	\$ 27,100	82	\$27,192
Fixed Fee	\$ 182,031	\$3,389	\$ 185,420
CPFF	\$2,484,529	\$45,832	\$2,530,361

3. \$546,000 in incremental funds is hereby allotted to this contract. Section B.3 is replaced with following section below:

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

(a) The total estimated cost to the Government for full performance of this contract is \$2,530,361 of which the sum of \$2,317,749 represents the estimated reimbursable costs less CAS414, of which the sum of \$27,192 represents CAS 414 and of which \$185,420 represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is \$1,972,254, of which the sum of \$1,806,537 represents funds for the estimated reimbursable costs less CAS 414, of which the sum of \$21,194 represents funds for CAS 414 and of which \$144,523 represents funds for the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through September 30, 2004.

(END-OF-CLAUSE)

4. Consent to subcontract is granted for the following subcontract actions as proposed: Casco subcontract, EMT subcontract mod 3, Structural Integrity Associates mod 2, and Erin Engineering mod 3.

5. All other terms and conditions remain unchanged.

MODIFICATION TO STATEMENT OF WORK
FOR NRC-04-02-074

PROJECT TITLE: TECHNICAL DEVELOPMENT OF LOSS-OF-COOLANT ACCIDENT
(LOCA) FREQUENCY DISTRIBUTIONS

Add to the end of the second paragraph under Subtask 4a:

The contractor will also arrange for tape transcription of the elicitation interview sessions conducted for each expert.

Please modify section H (Meetings and Travel) as indicated by underlined areas:

H. MEETINGS AND TRAVEL:

Two one week trips for one person (foreign travel) per year for participation in international meetings on piping failure mechanisms.

Two four-day trips for two-people to Rockville, MD per year to support internal review, program review, and provide expertise in technical areas to include but not be limited to: piping degradation mechanisms, LBB issues, risk-informing 10 CFR-50.46, and ECCS reliability.

Other travel, as stipulated in task 4, to support the expert elicitation process. For the purposes of the proposal estimate five three-day trips for one person to NRC Headquarters and one international trip for one week for one person to Stockholm, Sweden. In addition, two domestic trips for one person, three days to San Francisco, CA.

The contractor may participate in professional and technical meetings at NRC's request and approval in support of the completion of on-going work. For the purposes of this proposal, estimate six two-day trips for two people to NRC Headquarters.