

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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| 1. AMENDMENT/MODIFICATION NO. 13 | 2. EFFECTIVE DATE 1-1-79 | 3. REQUISITION/PURCHASE REQUEST NO. RES-75-183 | 4. PROJECT NO. (If applicable) |
| 5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555 | | 6. ADMINISTERED BY (If other than block 5) CODE | |

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| 7. CONTRACTOR NAME AND ADDRESS MPR Associates, Inc. 1140 Connecticut Avenue Washington, DC 20036 | 8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. NRC-04-75-183 DATED 6/18/74 (See block 11) |
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9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offerors 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 signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on 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 ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

B&R NO. 60-19-10-014 FIN NO. B5537 \$415,000.00

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as _____ in paying office, appropriation data, etc.) set forth in block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of **41 USC 254(c)(10)**
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

A. ARTICLE II - STATEMENT OF WORK, is further supplemented by the additional work set forth in your letter proposal, Mandil/Morton, dated October 30, 1978, which proposal is incorporated by reference and made a part hereof. Specifically, during the period October 1, 1978 through September 30, 1979, the Contractor shall:

- Further develop the two-phase calculational model to allow prediction of torque;
- Monitor the on-going two-phase pump test programs being conducted by EPRI and NMSS vendors;
- Continue the collection, analyzation, and identification for storage of two-phase pump data; and
- Provide developmental support in the 3-D Refill-Reflood Program

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **4** COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY Theodore Rockwell
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)
**Theodore Rockwell
Principal Officer**

16. DATE SIGNED
1/10/79

17. UNITED STATES OF AMERICA
BY Kellogg V. Morton
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print)
Kellogg V. Morton

19. DATE SIGNED
1-12-79

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- B. Delete prior ARTICLE IV entitled OBLIGATION OF FUNDS, ESTIMATES OF COST (OTHER THAN OPERATING CONTRACTS) in its entirety.
- C. Delete prior contract ARTICLES V and VI entitled TOTAL ESTIMATED COST AND OBLIGATION OF FUNDS, and ALLOWABLE COST, FIXED FEE AND PAYMENT (as added in Modification No. 6 and as subsequently revised in Modification Nos. 7, 9, 10, and 11) in their entirety.
- D. New ARTICLE IV entitled TOTAL ESTIMATE OF COST AND OBLIGATION OF FUNDS is added as follows:

"ARTICLE IV - TOTAL ESTIMATE OF COST AND OBLIGATION OF FUNDS

- A. Total Estimated of Cost - The total estimated cost to the Government for the performance of the work under this contract for the purpose of Clause 3 of the General Provisions entitled "Limitation of Cost" is \$1,499,758.00.
 - B. Obligation of Funds - The amount presently obligated by the Government with respect to this contract is \$1,649,621.00. Such amount may be increased unilaterally by the Commission by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract)."
- E. New ARTICLE V entitled ALLOWABLE COST, FIXED FEE, AND PAYMENT is added as follows:

"ARTICLE V - ALLOWABLE COST, FIXED FEE AND PAYMENT

- A. Allowable Cost - The allowable costs under this contract and payment shall be made in accordance with Clause 4 of the General Provisions entitled 'Allowable Cost, Fixed Fee, and Payment.'
 - B. Fixed Fee - The fixed fee payable to the Contractor for the performance of the work under this contract is \$149,863.00. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost and the actual costs for performance of that work."
- F. New ARTICLE VI entitled STOP WORK ORDER is added as follows:

"ARTICLE VI - STOP WORK ORDER

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be

specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (i) Cancel the Stop Work Order, or
- (ii) Terminate the work covered by such order as provided in the 'Default' or the 'Termination for Convenience' clause of this contract.

If a Stop Work Order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, or a combination thereof, and the contract shall be modified in writing accordingly, if:

- (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract, and
- (ii) The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

If a Stop Work Order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise."