

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. **Two (2)** 2. EFFECTIVE DATE **JUN 01 1981** 3. REQUISITION/PURCHASE REQUEST NO. **RFP No. ADM-80-701** 4. PROJECT NO. (If applicable)

5. ISSUED BY **U.S. Nuclear Regulatory Commission** CODE **Division of Contracts** 6. ADMINISTERED BY (If other than block 5) CODE **Washington, DC 20555**

7. CONTRACTOR NAME AND ADDRESS **Graphic Data, Inc.** CODE **2022 M Street, N.W.** FACILITY CODE **Washington, DC 20036** 8. AMENDMENT OF SOLICITATION NO. DATED (See block 9) MODIFICATION OF CONTRACT/ORDER NO. **NRC-10-80-701** DATED **9/26/80** (See block 11)

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 ACKNOWLEDGEMENT 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.: 48-20-24-412** **Appropriation Symbol: 31X0300.401** **Amount: \$2,871.00**

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 changes in paying office, appropriation data, etc.) set forth in block 12. (c) This Supplemental Agreement is entered into pursuant to authority of **Clause 31 "Termination for Convenience of the Government."** It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION
This Supplemental Agreement of Settlement, entered into on between the United States of America (hereinafter called the Government) represented by the Contracting Officer executing this contract, and Graphic Data, Inc., a corporation organized and existing under the laws of the District of Columbia.

WITNESSETH THAT:
WHEREAS, the Contractor and the Government have entered into contract No. NRC-10-80-701 under date of September 26, 1980, which, together with any and all amendments, changes, modifications, and supplements thereto, is hereinafter referred to as "the contract"; and
WHEREAS, the Termination for Convenience of the Government clause of the contract provides that the performance of work under the contract may at the convenience of the Government be terminated by the Government in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government, and that the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid to the Contractor by reason of such termination; and

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 **Albert P. Lepera** (Signature of person authorized to sign) 17. UNITED STATES OF AMERICA BY **Craig D. Lebo** (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) **ALBERT P. LEPERA** 16. DATE SIGNED **5/22/81** 18. NAME OF CONTRACTING OFFICER (Type or print) **Craig D. Lebo** 19. DATE SIGNED **6/1/81**

WHEREAS, the Contractor has earned, vouchered for, and received payment in the amount of \$1,129.47 for work performed prior to termination; and

WHEREAS, by notice of termination dated November 6, 1980, the Government advised the Contractor of the complete termination of the contract for convenience of the Government; and

WHEREAS, the Contractor has submitted a claim, dated December 18, 1980, in response to the termination for convenience; and

WHEREAS, after the Government's review of the Contractor's claim and subsequent negotiations with the Contractor, the parties mutually agree that certain proposed cost elements are determined inappropriate and not associated with the termination for convenience; and

WHEREAS, with reference to the above, the parties mutually agree that the following sections of the Contractor's claim of December 18, 1980, are disallowed in accordance with FPR 1-8.301.

<u>Section</u>	<u>Parts Disallowed</u>
1	Entire Section
2	Entire Section
3	Entire Section

WHEREAS, the following sections of the Contractor's claim are revised as follows and revisions thereto are considered fair and reasonable compensation, as agreed to by the parties, for the specified efforts below:

Section 4 - Settlement Expense

Delete the following:

a) Management

1. Vice-President-Financial Document review, analysis, presentation - 14 hours @ \$25.00/hr.
2. Vice-President-Production review, analysis, presentation - 12 hours @ \$25.00/hr.

b) Legal Counsel

Legal review, research analysis, presentation document preparation,
client consultation 27 hours @ \$85.00/hr.

Substitute the following:

a) Management	
1. Vice-President--Financial Document review analysis, presentation 9 hours @ \$25.00/hr.	\$225.00
2. Vice-President--Production review, analysis, presentation - 9 hours @ \$25.00/hr.	\$225.00
	<u>\$450.00</u>
b) Legal Counsel	
1. Legal review, research analysis, presentation document preparation, client consultation 27 hours @ \$85.00/hr.	\$2,295.00
c) Travel Expense	\$ 72.00
d) Clerical, xerox, telephone postage	\$ 54.00
TOTAL	<u>\$2,871.00</u>

NOT THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. The parties hereto are in mutual accord that this action constitutes a complete and equitable adjustment in the amount of \$2,871.00 for the Contractor's efforts expended with respect to the claim as a result of this termination for convenience.
2. The Government agrees to pay to the contractor, upon presentation of proper invoices or vouchers the sum of \$2,871.00, which sum together with the amount of \$1,129.47 heretofore paid the Contractor, constitute payment in full and complete settlement with respect to the entirety of this contract.