

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. ONE (1)	2. EFFECTIVE DATE AUG 20 1981	3. REQUISITION/PURCHASE REQUEST NO. NMS-81-064	4. PROJECT NO. (If applicable)
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555	6. ADMINISTERED BY (If other than block 5)	CODE	

7. CONTRACTOR NAME AND ADDRESS Science Applications, INC. 1710 Goodridge Drive P.O. Box 1303 McLean, VA 22102	8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	DATED _____ (See block 9)
	<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. NRC-02-81-064	DATED 5/22/81 (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.

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 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. 50-19-01-01 FIN NO. B-7342-1 INCREASE \$27,861.00

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 **the mutual agreement of the parties**

If modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

As a result of this Supplemental Agreement, Contract NRC-02-81-064 which was issued as an unpriced order under Basic Ordering Agreement NRC-02-80-035 is hereby definitized, in accordance with Article III thereof, into a priced order (Cost Plus Fixed Fee). As a result of this definitization the total amount of funds obligated under this contract is increased by \$27,861.00 from \$25,000.00 to \$52,861.00.

This modification represents agreement of both parties on the terms and conditions of the definitized contract as set forth herein.

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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. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR Diane E. Findley (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA M. J. Mattia (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print) Diane E. Findley Senior Contract Representative	16. DATE SIGNED 8/20/81	18. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia	19. DATE SIGNED 8/21/81

All clauses contained in the original unpriced order no. NRC-02-81-064 shall remain in the definitized contract with full force and effect with the exception of the following deletions, additions, and changes:

1. Delete the provisions under Article I. Section 4.0 Schedule, and substitute thereunder the following:

The period of performance shall commence on May 22, 1981 and shall continue for twelve (12) months thereafter.

2. Delete the provisions under Article II - Consideration in its entirety and substitute therefore the following:

Consideration and Payment (Fully Funded CPFF)

A. Estimated Cost, Fixed Fee and Obligation

- 1) It is estimated that the total cost to the Government for full performance of this contract will be \$52,861.00 of which \$48,501.00 represents the estimated reimbursable costs, and of which \$4,360.00 represents the fixed fee.
- 2) Total funds currently available for payment and allotted to this contract are \$52,861.00 of which \$48,501.00 represents the estimated reimbursable costs, and of which \$4,360.00 represents the fixed fee.
- 3) It is estimated that the amount currently allotted will cover the period of performance which is scheduled to be completed twelve (12) months from the effective date of the contract.

B. Payment

The Government shall render payment to the contractor in approximately thirty (30) days after submission of proper and correct invoices and vouchers.

Additional provisions relating to payment are contained in Clause 5.1-3 of the General Provisions hereto.

3. Delete the provisions under Article III - Period of Performance and substitute thereunder the following:

The period of performance shall commence on May 22, 1981 and shall continue for twelve (12) months thereafter at which time all work shall be completed and all reports shall have been delivered to the NRC as required by Article I, above.

4. Add Article VIII - Overhead/General and Administrative Rates

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at a provisional engineering overhead rate of 83.5% of direct labor costs and at a provisional fringe benefit rate of 39% of direct labor costs.

- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 12.6% of total direct cost and overhead.
- C. Notwithstanding A and B of this Article, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

5. Add Article IX - Provisions Applicable to Direct Cost

Items Unallowable Unless Otherwise Provided

Notwithstanding Clause No. 5.3., ALLOWABLE COST, FIXED-FEE AND PAYMENT, and Clause No. 2.5, SUBCONTRACTS, of the General Provisions of this contract unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs.

1. Fees for Consultants
2. Overtime; shift or incentive payments
3. All travel outside of the United States and its territories
4. Maintenance agreements, service contracts, or maintenance of Government equipment.

6. Add Article X - Travel Reimbursement

The contractor will be reimbursed for the following reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$62.00.
2. The cost of travel by privately owned automobile shall be reimbursed at the rate of 22 1/2¢ per mile.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis not to exceed \$33.00 per day.
4. All common carrier travel reimbursable hereunder shall be via economy rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
5. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.