

1. AMENDMENT/MODIFICATION NO. TWO (2)

2. EFFECTIVE DATE

3. REQUISITION/PURCHASE REQUEST NO. NRR-82-102 Rev.#2

4. PROJECT NO. (If applicable) PDR

5. ISSUED BY U.S. Nuclear Regulatory Commission  
Division of Contracts  
Washington, D.C. 20555

6. ADMINISTERED BY (If other than block 5)

7. CONTRACTOR NAME AND ADDRESS  
R.L. Friedenwald, Colonel  
U.S. Department of Army  
Corpos of Engineers  
Executive Director of Civil Works  
DAEN-CWE-S  
Washington, D.C. 20314

8. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
DATED \_\_\_\_\_ (See block 9)

MODIFICATION OF CONTRACT/ORDER NO. NRC-03-82-102  
Interagency Agreement  
DATED 5/26/82 (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)

Appropriation Symbol: 31X0200.202 B&R#: 20-19-40-41-2 FIN#: B8027 Deobligate: \$15,000.00

Appropriation Symbol: 31X0200.202 B&R#: 20-21 Subunit: 22-15 Deobligate: \$ 2,000.00

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

12. DESCRIPTION OF AMENDMENT/MODIFICATION

This modification No. Two (2) deobligates funds in the amount of \$17,000.00 of which \$15,000.00 represents funds allocated to this agreement for Technical Services and \$2,000.00 for Travel. In addition the following changes to the Agreement are made:

1) ARTICLE V - ESTIMATED COST AND OBLIGATION OF FUNDS is hereby deleted in its entirety and the following substituted in lieu thereof:

"ARTICLE V - ESTIMATED COST AND OBLIGATION OF FUNDS

- 1. The estimated cost to the NRC exclusive of travel for performance of all task orders issued hereunder is \$90,000.00. The estimated cost for travel is \$4,000.00 for Fiscal Year 1982.

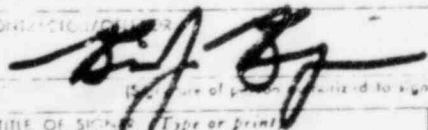
2. Funds will be obligated under each Task Order at the time of issuance.

3. No funds are obligated under this Agreement."

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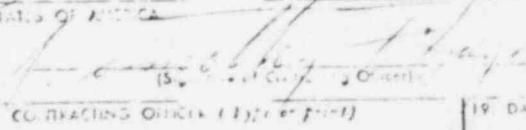
Except as provided herein, all terms and conditions of the document referenced in Block 8, as hereinafter changed, remain unchanged and in full force and effect.

13.  CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT  CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND FURNISH 3 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTING OFFICER BY 

15. NAME AND TITLE OF SIGNER (Type or print) BRIAN J. BRANAGAN  
Colonel, Corps of Engineers  
Act'g Exec, Director of Civil Works

16. DATE SIGNED 26 July 82

17. UNITED STATES OF AMERICA BY 

18. NAME OF CONTRACTING OFFICER (Type or print) Timothy F. Hagan

19. DATE SIGNED

2) Article VI - Technical Direction is hereby renumbered to read "Article VII - Technical Direction.")

3) A new Article VI entitled Task Order Ceilings is hereby added to read as follows:

"ARTICLE VI - TASK ORDER CEILINGS

Costs ceilings will be placed in each task order for performance of work under this agreement. Such ceilings may be increased by the NRC from time to time by notice to the COE in writing. The COE shall promptly notify the NRC in writing whenever it believes that the then pertinent ceiling for any task order is insufficient. When and if the amount(s) paid and payable to the COE under such pertinent task order shall equal the then pertinent ceiling, the COE shall not be expected to perform further unless the NRC increases such ceiling in an amount sufficient to cover additional work thereunder. The NRC shall not be obligated to pay the COE any amount in excess of such ceiling. If and to the extent that such ceiling has been increased, any cost incurred by the COE in performance in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling."

4) ARTICLE VII - BILLING INSTRUCTIONS is hereby renumbered to read: "ARTICLE VIII - BILLING INSTRUCTIONS"

In summary this Modification No. Two (2) accomplishes the following:

- 1) Deobligates funds in the amount of \$17,000.00.
- 2) Modifies Article V - Estimated Cost and Obligation of Funds in its entirety.
- 3) Renumbers Article VI - Technical Direction to read "Article VII - Technical Direction."
- 4) Adds a new Article VI - Task Order Ceiling.
- 5) Renumbers Article VII - Billing Instructions to read "ARTICLE VIII - Billing Instructions."