

2. AMENDMENT/MODIFICATION NO. THREE (3)

3. EFFECTIVE DATE June 4, 1990

4. ORDER NUMBER (SEE ITEM 1) NRC-03-90-031 dtd 12/03/90

5. PROJECT NO. (If applicable) Admin RFPA NRC-03-90-031 dtd 12/05/90

6. ISSUED BY

7. ADMINISTERED BY (If other than Item 6)

U. S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, D. C. 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

AECL Technologies, Inc.
15400 Calhoun Drive
Suite 100
Rockville, Maryland 20855

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-03-90-031

10B. DATED (SEE ITEM 12) March 29, 1990

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 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 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) Obligate: \$ -0-

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

V) 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

X 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) X Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

(SEE NEXT PAGE)

9101070109 901214
PDR CONTR
NRC-03-90-031 PDR

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) D. R. Shiflett
Vice President/General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul J. Edgeworth, Contracting Officer

15B. CONTRACTOR/OFFEROR D.R. Shiflett
(Signature of person authorized to sign)

15C. DATE SIGNED 12/14/90

16B. UNITED STATES OF AMERICA BY Paul J. Edgeworth
(Signature of Contracting Officer)

16C. DATE SIGNED 12/10/90

The purpose of this modification is to: (1) revise Section B - Supplies or Services and Price/Costs, Subsection B.2 - Consideration and Obligation -- Task Orders, to authorize fee for consultants and non-AECL CANDU subcontractors; (2) revise Section F - Deliveries or Performance, Subsection F.4 -- Place of Delivery; and (3) revise Section G - Contract Administration Data, Subsection G.2 -- Project Officer Authority. Accordingly, the following changes are hereby made:

1. Section B - Supplies or Services and Price/Costs, Subsection B.2 - Consideration and Obligation -- Task Orders (AUG 1989) ALTERNATE I (AUG 1989), is hereby revised to read:

"a. The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract \$2,912,954.00. The Contracting Officer may place orders with the Contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

b. Notwithstanding paragraph (a) above, the Contractor shall honor any order exceeding the MOL in paragraph (a) above, unless that order(s) is returned to the Contracting Officer within 10 days after issuance, with written notice stating the Contractor's intent not to accept the order and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

c. The guaranteed minimum obligated by the Government under this contract is \$549,736.00.

d. A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. However, a ceiling fee of 7.75% of the Contractor's direct labor, fringe benefits, G&A, consultants, and non-AECL CANDU subcontractors is hereby established for task orders issued under this contract. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder."

2. Section F - Deliveries or Performance, Subsection F.4 - Place of Delivery, is hereby revised to read:

The items to be furnished hereunder shall be delivered, with all transportation charges paid by the Contractor, to:

U.S. Nuclear Regulatory Commission
Attn: Brian E. Thomas, Project Officer
Office of Nuclear Reactor Regulation
Planning, Program, and Management Support Branch
Mail Stop OWFN 12-H-26
Washington, D.C. 20555

3. Section G - Contract Administration Data, Subsection G.2 -- Project Officer Authority, is hereby revised to read:

U.S. Nuclear Regulatory Commission
Attn: Brian E. Thomas, Project Officer
Office of Nuclear Reactor Regulation
Planning, Program, and Management Support Branch
Mail Stop OWFN 12-H-26
Washington, D.C. 20555
Telephone: (301) 492-1210

All other terms and conditions, including the ceiling amount of \$2,912,954.00 remain unchanged.