

1. AMENDMENT/MODIFICATION NO: **Twenty-Two (22)**
 2. EFFECTIVE DATE: **SEP 28 1982**
 3. REQUISITION/PURCHASE REQUEST NO: **RFPA NRR-79-118 dtd 9/21/82**
 4. PROJECT NO. (If applicable): _____
 5. ADMIN. PART BY (If other than block 3): _____

6. CONTRACTOR NAME AND ADDRESS: **U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555**

7. CONTRACTOR CODE: _____ FACILITY CODE: _____

8. AMENDMENT OF SOLICITATION NO: _____
 DATED: _____ (See block 9)

9. MODIFICATION OF CONTRACT/ORDER NO: **NRC-U3-79-118**
 DATED: **9/28/79** (See block 11)

10. 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.

11. ACCOUNTING AND APPROPRIATION DATA (If required)

B&R No. 20-19-01-06	FIN B6590	Increase \$30,696.00
B&R No. 20-19-02-06	FIN B7539	Increase \$93,000.00

12. 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 issuing 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.

13. DESCRIPTION OF AMENDMENT/MODIFICATION

Whereas the contractor has been providing technical assistance in support of NRC's reactor licensing action program in accordance with specific Work Assignments issued under this contract, and

Whereas the contractor has notified the Contracting Officer (CO) that the total cost to the NRC for performance of these Work Assignments will be greater than the current estimated cost reflected under the contract, and

Whereas the contractor has requested an increase in reimbursable costs in the amount of \$123,696.00 for completion of all outstanding Work Assignments and 33 of the 71 total Technical Evaluation Reports on Work Assignment 13, and

Whereas the NRC desires to have the contractor complete performance of all outstanding Work Assignments and 33 of the 71 total Technical Evaluation Reports on Work Assignment 13 under the contract and the NRC Project Officer considers the requested increase in reimbursable costs to be reasonable for completion of said work, and

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Except as provided herein, all terms and conditions are unchanged and in full force and effect.

14. NAME OF CONTRACTOR/OFFEROR: **John R. Stover**
 BY: *[Signature]* (Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print): **John R. Stover
 Sr. Vice President, FRC**

16. DATE SIGNED: **9/29/82**

17. UNITED STATES OF AMERICA
 BY: *[Signature]*
 18. NAME OF CONTRACTING OFFICER (Type or print): **Timothy F. Hagan**

19. DATE SIGNED: **9/28/82**

20. COPIES TO ISSUING OFFICE: **3**

Whereas the Contracting Officer has determined that the contractor is entitled to an equitable adjustment to the estimated reimbursable costs in view of the foregoing.

Now, therefore, the following changes are made and constitute an equitable adjustment for the additional work required for performance of all outstanding Work Assignments and 33 of the 71 total Technical Evaluation Reports on Work Assignment 13:

- A. Under Section 3.0 Consideration and Payment, Article 3.1 Estimated Cost, Base Fee and Award Fee, delete paragraph 1, 2 and 4 and substitute the following paragraphs in lieu thereof:
- "1. The estimated cost to the Government for all allowable costs, base fee, and award fee shall not exceed \$6,273,430.15 for performance of this contract.
 2. The contractor shall be reimbursed for all allowable costs incurred and accepted by the Contracting Officer, not to exceed the estimated amount of \$5,557,696.00.
 4. Total funds currently available for payment and allotted to this contract are \$6,273,430.15, of which \$5,557,696.00 represents the estimated reimbursable costs, and of which \$611,934.15 represents the award fee for the period October 2, 1979 through September 30, 1982, and \$103,800.00 represents the base fee for the period October 1, 1980 through September 30, 1982. For further provisions on funding, see Clause No. 4 entitled 'Limitation of Cost' of the General Provisions."
- B. The Award Fee Determination Plan (AFDP) incorporated as Attachment C under modification No. 11 to this contract and applicable to the period October 1, 1980 through September 30, 1982, is revised as follows:
1. Under Part A. Introduction, Section 2, the amount reflected in paragraph C is increased by \$123,696.00, from \$4,443,009.00 to \$4,566,705.00.
- C. In summary, this modification increases total contract obligations by \$123,696.00, from \$6,149,734.15 to \$6,273,430.15. This total increase in contract obligations is broken down as follows:

1. Estimated reimbursable costs are increased by \$123,696.00, from \$5,434,000.00 to \$5,557,696.00.
 2. Total funds allotted for the award fee pool remain unchanged at \$611,934.15.
 3. Total funds allotted for the base fee remain unchanged at \$103,800.00.
- D. As a result of this modification, the total amount obligated under this contract is now \$6,273,430.15. Following is a breakdown of contract obligations by FIN Number:

<u>Type of Work</u>	<u>Obligations</u>	<u>FIN Number</u>
SEP Work	\$1,723,000.00	B 7539
OR Work	\$4,550,430.15	U 6590