

1. AMENDMENT/MODIFICATION NO. **Twenty-three (23)**
 2. EFFECTIVE DATE **SEP 30 1982**
 3. ACQUISITION/PURCHASE REQUEST NO. **NRR-79-118 dtd 9/29/82**
 4. PROJECT NO. (If applicable)

ISSUED BY **U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555**

5. ADMINISTERED BY (If other than block 5) _____ CODE _____

CONTRACTOR NAME AND ADDRESS
**The Franklin Institute
 Franklin Research Center
 20th and Race Streets
 Philadelphia, PA 19103**

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

MODIFICATION OF CONTRACT/ORDER NO. **NRC-03-79-118**
 DATED **9/28/79** (See block 11)

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.

ACCOUNTING AND APPROPRIATION DATA (If required)

B&R No. 20-19-01-06	FIN B 6590	INCREASE \$95,304.00
B&R No. 20-19-02-06	FIN B 7539	INCREASE \$ -0-

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 act, 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.

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 completion of 38 of the 71 total Technical Evaluation Reports and Implementation Guide on Work Assignment 13 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 \$498,911.00 and an extension of the contract through March 31, 1983 for completion of the 38 Technical Evaluation Reports and Implementation Guide on Work Assignment 13, and

Whereas the NRC desires to have the contractor complete performance of 38 of the 71 total Technical Evaluation Reports and Implementation Guide on Work Assignment 13 under the contract and the NRC Project Officer considers the

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CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR: Franklin Institute (Signature of person authorized to sign)

17 UNITED STATES OF AMERICA BY: M. J. Mattia (Signature of Contracting Officer)

NAME AND TITLE OF SIGNER: ZENONS ZUDANS
 SENIOR VICE PRESIDENT

18 DATE SIGNED: 9/30/82

19 NAME OF CONTRACTING OFFICER: Mary Jo Mattia

20 DATE SIGNED: SEP 30 1982

requested increase in reimbursable costs to be reasonable for completion of said work, and

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 38 of the 71 total Technical Evaluation Reports and Implementation Guide on Work Assignment 13:

- A. Under Section 2.0 Performance and Delivery, Article 2.1 Period of Performance, delete that Paragraph in its entirety and substitute the following paragraph in lieu thereof:

"Performance of this contract shall begin on October 2, 1979 and shall not extend beyond March 31, 1983, unless the period is extended by amendment of the contract."

- B. 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 \$6,772,341.15 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 \$6,056,607.00.

4. Total funds currently available for payment and allotted to this contract are \$6,368,734.15 of which \$5,653,000.00 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. 3 entitled 'Limitation of Funds' of the General Provisions."

- C. 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 \$498,911.00 from \$4,566,705.00 to \$5,065,616.00.

D. Article 5.8 - Key Personnel is revised as follows:

Delete the name "Mr. C.J. Crane" as Project Manager and substitute the name "Dr. S. Pandey" in lieu thereof.

E. The attached Manual Chapter 202 "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements," dated April 29, 1982, supercedes Manual Chapter 3202 dated January 25, 1978, which was previously incorporated hereunder.

F. In summary, this modification increases total contract obligations by \$95,304.00 from \$6,273,430.15 to \$6,368,734.15. This total increase in contract obligations is broken down as follows:

1. Estimated reimbursable costs are increased by \$95,304.00 from \$5,557,696.00 to \$5,653,000.00.
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.

G. As a result of this modification, the total amount obligated under this contract is now \$6,368,734.15. Following is a breakdown of contract obligations by FIN numbers:

<u>Type of Work</u>	<u>Obligations</u>	<u>FIN Number</u>
SEP Work	\$1,723,000.00	B 7539
OR Work	\$4,645,734.15	B 6590