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| 1. AMENDMENT/MODIFICATION NO. One (1) | 2. EFFECTIVE DATE 4/8/83 | 3. REQUISITION/PURCHASE REQUEST NO. RFPA No. ORM-83-454 | 4. PROJECT NO. (If applicable) |
| 5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555 | | 6. ADMINISTERED BY (If other than block 5) | |

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| 7. CONTRACTOR NAME AND ADDRESS WSI Corporation 131 The Great Road P.O. Box B Bedford, MA 01730 | 8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9) | MODIFICATION OF CONTRACT/ORDER NO. NRC-33-83-456 DATED _____ (See block 11) |
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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.

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| 10. ACCOUNTING AND APPROPRIATION DATA (If required) | | |
| B&R No. 80-20-25-03 | Appropriation Symbol 31X0200.803 | Amount \$139.06 |

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 mutual agreement between the parties.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

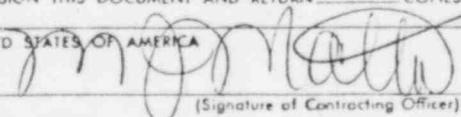
Reference is made to WSI Corporation's letter dated March 21, 1983 as revised by WSI's letter dated April 6, 1983, wherein you requested changes to Article II - Statement of Work, Article XII - Travel Reimbursement, Article XIII - Overhead Rate Ceiling and incorporation of special provisions as revised by WSI's facsimile letter of April 6, 1983.

1. This constitutes acceptance of your offer by the Government. The contract is hereby modified as follows:

Article II - Statement of Work, Paragraph B.3, is deleted in its entirety and substituted as follows:

"3. The contractor shall guarantee that the geophysical data will be updated as frequently as routine data are reported on the public national data circuits, consistent with maintenance in real-time. The contractor shall guarantee that all severe event advisories as are reported on the public national data circuits will be available from the service. The contractor shall notify the NRC in advance of schedule preventive maintenance and immediately in the event of unplanned corrective maintenance that may degrade the service."

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.

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| 13. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT | | <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE | |
| 14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | | 17. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER (Type or print) 8305260087 830408 PDR CONTR NRC-33-83-456 PDR | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia | 19. DATE SIGNED 4/8/83 |

2. Article VII - Consideration and Payment (for software development) paragraphs A.1 and 3 are deleted in their entirety and substituted as follows:
 1. It is estimated that the total cost to the Government for full performance of this effort will be \$12,139.06, of which the sum of \$11,358.00 represents the estimated reimbursable costs, and of which \$781.06 represents the fixed fee.
 2. The amount presently obligated by the Government with respect to Item 2 is \$12,139.06.
3. Article XII - Travel Reimbursement, the beginning paragraph is deleted in its entirety and the following is substituted therefore:
 - A. Total expenditure for domestic travel shall not exceed \$3,130.00 without the prior approval of the Contracting Officer. 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:
 - B. Paragraph 1 under Article XII is deleted in its entirety and substituted as follows:
 1. Per diem shall be reimbursed at a daily rate not to exceed \$75.00. The per diem amount is comprised of lodging expense plus meals and miscellaneous expense.
4. Article XIII - Overhead Rate Ceiling, Paragraph II, deleted in its entirety and substituted as follows:

From the effective date of this contract through the period of performance, the contractor hereby agrees that the Government shall not reimburse the contractor for costs incurred for overhead expenses allowable and allocable to this contract which shall exceed 146 percent.
5. Article XIV - Special Provisions
 - A. All WSI Real-Time Weather Information System software is proprietary and remains the property of WSI Corporation.
 - B. Special data output formats developed for NRC also shall be available to other pertinent users of the WSI System.
 - C. The NRC agrees to utilize the information only in the furtherance of statutory mission, and will not routinely make secondary distribution of any data, forecasts or service documentation outside of the NRC.

6. Under the Form 26, Block 20, Estimated Amount for Cost Effort (for Item 2) delete the amount of \$11,939.06 and insert \$12,139.06 in lieu thereof.
7. Under the Form 36, Continuation Sheet, Item 2, Software Development, for estimated cost and total estimated cost and fixed fee the amounts of \$11,158.00 and \$11,939.06 are deleted, respectively. The amounts of \$11,358.00 and \$12,139. are, respectively, substituted in lieu thereof.
8. Delete the amount of \$59,939.06 throughout the contract and substitute the amount of \$60,139.06 in lieu thereof.

As a result of the changes set forth herein, the estimated total amount of contract is changed from \$59,939.06 to \$60,139.06.

All other terms and conditions remain unchanged.