

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGE
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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
Eight (8) 8/11/93 ADMIN RFPA RES-91-063 dtd 8/11/93

6. ISSUED BY CODE
U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Battelle Memorial Institute
Columbus Operations
505 King Avenue
Columbus, Ohio 43201-2693
Principal Investigator/Technical
Contact: William Jones
Telephone No. (614) 424-7089
CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-04-91-063
10B. DATED (SEE ITEM 13)
9/30/91

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)
N/A

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

W) 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.
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:
X D. OTHER (Specify type of modification and authority)
Bilateral modification pursuant to Subsection G.1 Indirect Cost Rates

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 DCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to incorporate the contractor's fiscal year 1993 indirect cost rates. Accordingly, the contract is hereby modified as reflected herein.

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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)
STEPHEN H. KRZYKOSKI
CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
AUG 18 1993
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Joyce A. Fields, Contracting Officer
16B. UNITED STATES OF AMERICA
BY Joyce A. Fields
(Signature of Contracting Officer)
16C. DATE SIGNED
AUG 16 1993

- (1) Section G.1 INDIRECT COST RATES is hereby deleted in its entirety and the following substituted in lieu thereof:

G.1 INDIRECT COST RATES (JUNE 1988) - ALTERNATE II (NOV 1989)

For this contract, the maximum allowable indirect cost rates for reimbursement of the indirect costs is as follows:

<u>Category</u>	<u>Rate</u>	<u>Cost Base</u>	<u>Applicable Period</u>
Division Overhead:			
Onsite	87.0%	Direct labor dollars plus fringe benefits	1/1/93 - 12/31/93
Off-site	62.0%	Same as above	Same as above
Service Center	56.0%	Same as above	Same as above
Administrative Serv.	51.0%	Same as above	Same as above
Fringe Benefits:			
Salary	41.0%	Total labor dollars	Same as above
Hourly	9.0%	Total labor dollars	Same as above
G&A	20.0%	Total costs excluding materials, subcontracts, and consultants	Same as above

The allowable indirect rates payable under this contract shall not exceed the following rates which are hereby established as ceiling rates, subject only to downward adjustment based on audit of the actual allowable costs incurred. The Government is not obligated to pay any additional amounts for indirect costs above the ceiling rates set forth below for the applicable period.

<u>Category</u>	<u>Rate</u>	<u>Cost Base</u>	<u>Applicable Period</u>
Division Overhead:			
Onsite	88.0%	Direct labor dollars plus fringe benefits	1/1/94 - 12/31/94
Offsite	63.0%	Same as above	Same as above
Service Center	57.0%	Same as above	Same as above
Administrative Serv.	52.0%	Same as above	Same as above
Fringe Benefits:			
Salary	42.0%	Total labor dollars	Same as above
Hourly	10.0%	Total labor dollars	Same as above
G&A	21.0%	Total costs excluding materials, subcontracts, and consultants	Same as above

<u>Category</u>	<u>Rate</u>	<u>Cost Base</u>	<u>Applicable Period</u>
Division Overhead:			
Onsite	89.0%	Direct labor dollars plus fringe benefits	1/1/95 - 3/31/95
Offsite	64.0%	Same as above	Same as above
Service Center	58.0%	Same as above	Same as above
Administrative Serv.	53.0%	Same as above	Same as above
Fringe Benefits:			
Salary	43.0%	Total labor dollars	Same as above
Hourly	11.0%	Total labor dollars	Same as above
G&A	22.0%	Total costs excluding materials, subcontracts, and consultants	Same as above

The above indirect rates and ceilings shall also be applicable to costs for performance of Optional Tasks when exercised by the Government.

- (2) Pursuant to Executive Order 12836, Section I.7 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (May 1992) (FAR 52.222-18) is hereby deleted in its entirety. The Contractor is also advised that the "Notice to Employees" referred to in the clause should no longer be displayed.

All other terms and conditions, including the contract ceiling amount of \$4,360,973, remain unchanged.