

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-04-87-395

MODIFICATION NUMBER

Six (6)

☐ NEW ☒ MODIFICATION

OTHER (Specify)

TO: Brian W. Sheron, Director
(Title)
Division of Systems Research
NRR
(Organization)

CONTRACT BASED ON:

AUTHORIZATION NUMBER

DATE

FROM: Anita Hughes
Anita Hughes
Contract Administrator
Contract Administration Branch No.1
Division of Contracts & Property
Management
DIVISION OF CONTRACTS, ADM

CONTRACT CHANGES PER THIS ACTION

1. Deobligate all excess funds
2. Incorporate the final Overhead and G&A rates

CONTRACTOR (Name & Location)
International Technical Services, Inc.
420 Lexington Avenue, Suite 2518
New York, New York 10170

EXECUTION DATE

TYPE OF CONTRACT

CPFF

PROJECT TITLE
Review and Evaluation of the Design
Features of the VVER Reactor

PERIOD OF PERFORMANCE

4/17/87 - 6/30/89

PRINCIPAL INVESTIGATOR

NRC AUTHORIZED REPRESENTATIVE

Gene Hsui

APPN.: NO.	B&R NUMBER	Fin Number
31X0200.208	60-19-50	D1756
FUNDING	NEXX NRC FUNDS	PRIOR
	TOTAL EX FUNDING	DEOBLIGATE
	TOTAL NRC OBLIGATIONS	

AMOUNT

\$154,224.00

\$ 1,926.35

\$ 152,297.65

GOVERNMENT PROPERTY

none

9202270272 920127
PDR CONTR
NRC-04-87-395 PDR

ATTACHMENT(S):

MOD 6
CONTRACT DOCUMENT I

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
AMENDMENT/MODIFICATION NO. Six (6)	3. EFFECTIVE DATE JAN 22 1992	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
International Technical Services, Inc. 420 Lexington Avenue, Suite 2518 New York, New York 10170		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-04-87-395	
		10B. DATED (SEE ITEM 13) 4/9/87	
ODE	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.

2. ACCOUNTING AND APPROPRIATION DATA (if required)

B&R No. 60-19-50 APPN No. 31X0200.208 FIN No. D1756 Deobligate - \$1,926.35

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: FAR Clause 52.216-7, Allowable Cost and Payment (APR, 1984)
	D. OTHER (Specify type of modification and authority)

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

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

Modification No. 6 follows on page 2

15A. NAME AND TITLE OF SIGNER (Type or print) Hideko Komoriya President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
15C. DATE SIGNED Jan 22 1992		16C. DATE SIGNED JAN 17 1992	

The purpose of this modification is to: (1) deobligate all remaining excess funds under the contract and (2) incorporate the final indirect Overhead and G&A rates for the Fiscal Years Ending (FYE) 4/17/87 through 6/30/89. The contractor has completed all requirements requested by the Government at a total cost plus a fixed fee of \$152,297.65 for all services rendered. Accordingly, the following action is taken:

1. Subsection G.1, Consideration of the contract entitled "Estimated Cost, Fixed Fee and Obligation," is revised by decreasing the contract ceiling and obligated amounts by \$1,926.35 from \$154,224.00 to \$152,297.65. Therefore, paragraphs G.1 & 2 are revised to read as follows:
 1. The total cost to the Government for full performance of this contract is \$152,297.65, of which the sum of \$138,789.65 represents the reimbursable costs and \$13,508.00 represents the fixed fee.
 2. The total funds available for payment and allotted to this contract are \$152,297.65, of which \$138,789.65 represents the reimbursable cost and \$13,508.00 represents the fixed fee.
2. Subsection G.2, Overhead/General and Administrative Rates, is deleted in its entirety and substituted with the following in lieu thereof:

The contractor was reimbursed for allowable indirect costs hereunder at the final audited indirect rates for the applicable fiscal years indicated below:

<u>FYE</u>	<u>Overhead Rate</u>	<u>G&A Rates</u>
1987	58.4%	24.6%
1988	46.4%	13.4%
1989	50.2%	18.1%

All other terms and conditions of the contract remain unchanged.

GENERAL ASSIGNMENT

ESTIMATED BURDEN PER RESPONSE TO COMPLY WITH THIS
INFORMATION COLLECTION REQUEST: 2.0 HRS. FORWARD
COMMENTS REGARDING BURDEN ESTIMATE TO THE INFOR-
MATION AND RECORDS MANAGEMENT BRANCH (IMRB 7714) U.S.
NUCLEAR REGULATORY COMMISSION, WASHINGTON, D.C. 20555,
AND TO THE PAPERWORK REDUCTION PROJECT (3150-0114),
OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503

Pursuant to the terms of contract number NRC-04-87-395 and in consideration of the reimbursement of costs
and payment of fee, as provided in the said contract and any assignment thereunder, (Contractor) _____

International Technical Services, Inc. with its principal place of business at
420 Lexington Ave., New York, NY 10170, does hereby:

1. Assign, transfer, set over, and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all rights, title, and interest to all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks made payable to the Treasurer of the United States for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms thereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 28th day of January, 1992.

CONTRACTOR

BY: Hideko Komoriya International Technical Services, Inc. TITLE President

CERTIFICATION

I, Hideko Komoriya, certify that I am the President
of the corporation named as Contractor in the foregoing assignment; that Hideko Komoriya
who signed said assignment on behalf of the Contractor was then the (Officer) President
of said corporation; that said assignment was duly signed for and on behalf of said corporation by authority of its government body and is within
the scope of its corporate powers.

(Corporate Seal)

CONTRACTOR'S RELEASE

Contract No. NRC-04-87-395

Pursuant to the terms of Contract No. NRC-04-87-395 and in consideration of the sum of One hundred fifty two thousand two hundred ninety ~~Dollars~~ seven & 67/100 dollar (\$152,297.65) which has been or is to be paid under the said contract to

International Technical Services, Inc. 420 Lexington Avenue, New York, NY 10170
(Contractor's name and address). (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of the exact statement by the Contractor, as follows:

2. Claims together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 28th day of

January, 1992

(Contractor)

WITNESSES _____

BY _____

TITLE _____

(NOTE: In the case of a corporation, witnesses are not required, but the certificate on page 2 of this CONTRACTOR'S RELEASE must be completed).

CERTIFICATE

CERTIFICATE

I, Hideko Komoriya, certify that I am the President
_____, (official title) of the corporation named as contractor in the
Foregoing release; that _____ who signed said release on behalf of
the Contractor was the President (official title) of said corporation;
that said release was duly signed for and in behalf of said corporation by
authority of its governing body and is within the scope of its corporate
powers.

[Signature]

Signature _____

(CORPORATE SEAL)

Note: Hideko Komoriya is the only officer of said corporation.

Page _____ of _____

Modification No. 6

Prime Contract No. NRC-04-87-395

Subcontract No. 28710189

SIGNATURE PAGE

(Subcontractor)

International Technical Services, Inc.

By: Hideko Komoriya

1/28/92
Date

Name & Title: Hideko Komoriya, President

(Prime Contractor)

SMALL BUSINESS ADMINISTRATION
United States Of America

By: _____

Date

Name & Title: _____

(Procuring or Administrative Office)

By: _____

Date

Name & Title: _____