

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGE 1   3	
2. AMENDMENT/MODIFICATION NO. 1		3. EFFECTIVE DATE 6/25/85		4. REQUISITION/PURCHASE REQ. NO. RES-85-128 dtd 7/10/85		5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		7. ADMINISTERED BY (If other than Item 6)		CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  National Academy of Sciences Office of Contracts and Grants Attn: Ms. Geraldine Graves 2101 Constitution Avenue Washington, DC 20418				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-04-85-128			
				10B. DATED (SEE ITEM 13) 6/25/85			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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)							
B&R No. 601930		FIN D1629		Increase \$30,000.00			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> 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.							
<input type="checkbox"/> 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).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: mutual agreement of the parties							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this modification is to provide incremental funding and to add provisions to the contract for a Letter of Credit.							
Now therefore:				B50930053B B50918 PDR CONTR NRC-04-85-128 PDR			
Under Section G - Contract Administration Data, subsection G.1 Consideration, paragraph 2, the following change is made:							
"2. The total funds currently available for payment and allotted to this contract are increased from \$50,000.00 by \$30,000.00 to \$80,000.00."							
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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
PHILIP M. SMITH Executive Officer				Paul J. Edgeworth			
15B. CONTRACTOR'S OFFER		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
X  (Signature of person authorized to sign)		SEP 18 1985		BY  (Signature of Contracting Officer)		9/6/85	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-80) Prescribed by GSA	

Under Section G - Contract Administration Data, Subsection "G.6, Payment Due Date"; Subsection "G.7 Invoice Requirements" and Subsection "G.8 Interest on Overdue Payments" are deleted in their entirety and the following new subsections are substituted:

G.6 Letter of Credit

This contract shall be funded under a Nuclear Regulatory Commission (NRC) Letter of Credit against which the contractor will withdraw funds pursuant to NRC Letter of Credit Procedures and Instructions for Recipient Organizations, included in this modification as Attachment No. 1.

G.7 Drawdowns

The contractor shall request cash drawdowns only as and when actually needed for its disbursements, and shall make timely reporting as required by NRC with the understanding that failure to adhere to these commitments may cause the unobligated portion of the Letter of Credit to be revoked.

In no event shall the accumulated total of funds withdrawn for the account of this contract against such Letter of Credit exceed the presently obligated amount in the contract as covered by Section G, Subsection G.1, paragraph 2.

When so requested in writing by the Contracting Officer, the contractor shall repay to the Government such part of the unliquidated balance of the advance payments as shall, in the opinion of the Contracting Officer, be in excess of the contractor's current needs or in excess of the contract's estimated cost.

If, upon completion or termination of this contract, all amounts obtained by the contractor under this Letter of Credit have not been fully liquidated by authorized charges under the contract, the balance thereof shall be deducted from any sums otherwise due to the contractor from the Government, and any excess funds shall be repaid by the contractor to the Government upon demand.

Upon the happening of any of the following events of default, (1) termination of this contract by reason of fault of the contractor; (2) a finding by the Administering Office that the contractor (i) has failed to observe any of the covenants, conditions, or warranties of these provisions or has failed to comply with any material provision of this contract, or (ii) has so failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this contract, or (iii) has allocated inventory to this contract substantially exceeding reasonable requirements, or (iv) is delinquent in payment of taxes or the costs of performance of this contract in the ordinary course of business; (3) appointment of a trustee, receiver or liquidator for all or a substantial part of the contractor's property, or institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the contractor; (4) service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the

Special Bank Account; or (5) the commission of an act of bankruptcy; the Government, without limiting any rights which it may otherwise have, may, in its discretion and upon written notice to the contractor, withhold further withdrawals from the Special Bank Account and withhold further payments on this contract. Upon the continuance of any such events of default for a period of thirty (30) days after such written notice to the contractor, the Government may, in its discretion, and without limiting any other rights which the Government may have, take the following additional actions as it may deem appropriate in the circumstances: (1) Withdraw all or any part of the balance in the Special Bank Account by checks payable to the Treasurer of the United States signed solely by the Countersigning Agency and apply such amounts in reduction of advance payments then outstanding hereunder and in reduction of any claims of the Government against the contractor; (2) Charge interest on advance payments outstanding during the period of any such default at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97 for the Renegotiation Board.

No interest shall be charged for advance payments made hereunder, except interest during a period of default as provided in the preceding paragraph. The contractor shall charge interest at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 Stat. 97, for the Renegotiation Board on subadvances or downpayments to subcontractors, and such interest will be credited to the account of the Government. However, interest need not be charged in subadvances on subcontracts with nonprofit educational or research institutions for experimental, developmental or research work.

#### G.8 Billing Instructions

In addition to the procedures specified in Attachment I, U. S. NRC Letter of Credit Instructions for Recipient Organizations, the contractor shall forward concurrently two (2) copies of each monthly invoice to the Contracting Officer.