

DCD

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Ten (10)	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RFPA dated 1/15/97	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Technical Acquisition Branch No. 2 Washington, D.C. 20555		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) United International Investigative Serv. 180 North Riverview Drive Suite 100 Anaheim, CA 92808 ATTN: Mr. William Guidice President			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-95-149	
			10B. DATED (SEE ITEM 13) November 4, 1992	
CODE		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. 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 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)  
740-15-32-20-15 D2370 BOC 252A X0200 OBLIGATE: \$752,446.90

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

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 data, 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) Mutual Agreement of the Parties FAR 52.222-43, Fair Labor Standards and Service Contract Act

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 UCF section headings, including solicitation/contract subject matter where feasible.)

The above-referenced contract is hereby modified as reflected in the following pages.

140011

15A. NAME AND TITLE OF SIGNER (Type or print) William J. Guidice		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elois J. Wiggins Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 4/30/97	16B. UNITED STATES OF AMERICA BY <u>Elois J. Wiggins</u> (Signature of Contracting Officer)	16C. DATE SIGNED 4/29/97

The purpose of this modification is to:

- 1) Incorporate the Addendum to the Collective Bargaining Unit Agreement dated December 10, 1996 into the contract;
- 2) Modify the contract loaded hourly rate for services under Option Period V for the period of performance from February 1, 1997 through January 31, 1998;
- 3) Specify the number of supervisory, productive and relief hours required in the contract for Option Period V;
- 4) Specify the monthly and annual prices for services under Option Period V;
- 5) Increase the fixed price of Option Period V in the contract by \$852,446.90 from \$1,220,902.18 to \$2,073,249.08 to provide for the adjustment of loaded hourly rates;
- 6) Increase the amount obligated in the contract by \$752,446.90, from \$5,040,253.09 to \$5,792,699.99, to fund services provided under Option Period V of the contract;
- 7) Decrease the amount obligated in the contract for TAS by \$100,000.00, from \$107,661.72 to \$7,661.72 to supplement the funding in the contract for Basic Productive and Supervisory Services, and
- 8) Modify Section C, Subsection 5.C(13), "Flying the United States Flag".

Accordingly, the contract is hereby modified:

1. Collective Bargaining Agreement dated December 10, 1996 is hereby incorporated in to the contract. All terms and conditions of the CBA signed and dated December 10, 1996 and Addendum signed and dated March 28, 1997 shall apply to Option Period V.
2. The loaded hourly rate for Option Period V as modified in Modification No. 9, is deleted and substituted with the following in lieu thereof:

"Basic Productive Services (Including Relief)	\$21.10 per manhour
Basic Supervisory Services:	\$21.10 per manhour
Productive Temporary Additional Services:	\$24.38 per manhour
Supervisory Temporary Additional Services:	\$24.38 per manhour"
3. The manhours to be provided during Option Period V as modified in Modification No. 9, is deleted and substituted with the following in lieu thereof:

"Productive: 79,297.00 manhours  
Supervisory: 12,760.00 manhours  
Relief: 6,201.25 manhours  
TOTAL: 98,258.25 manhours

4. The monthly and annual contract prices, as modified in Modification No. 9, is deleted and substituted with the following in lieu thereof: (See Attachment No. 1 for breakdown of prices and hours)

<u>MONTH</u>	<u>PRICE</u>
February	\$ 158,645.63
March	\$ 175,720.80
April	\$ 173,410.35
May	\$ 175,720.80
June	\$ 171,273.98
July	\$ 177,588.15
August	\$ 175,720.80
September	\$ 171,258.15
October	\$ 177,588.15
November	\$ 165,133.88
December	\$ 177,588.15
January	\$ 173,584.43
 <u>ANNUAL</u>	 \$2,073,249.08

5. Section B, SUPPLIES OR SERVICES AND PRICES, as modified in Modification 9, paragraph f. is deleted and substituted with the following in lieu thereof:

"f. The firm fixed price of the fifth option period of the contract is \$2,073,249.08."

6. Section B, SUPPLIES OR SERVICES AND PRICES, as modified in Modification 8, paragraphs i. and k. are deleted and substituted with the following in lieu thereof:

"i. The amount presently obligated with respect to this contract for TAS is \$7,661.72.

k. The ceiling amount established in the contract with respect to TAS is \$7,661.72."

7. Section B, SUPPLIES OR SERVICES AND PRICES, paragraph l. as modified in Modification No. 9, is deleted and substituted with the following in lieu thereof:

"1. The amount presently obligated with the respect to this contract for Option Period V is \$2,073,249.08."

8. Section C, DESCRIPTION/SPECIFICATION, Subsection 5.C(13) is deleted in its entirety and substituted with the following in lieu thereof:

"The Contractor personnel shall fly the United States Flag (and other flags as authorized) in accordance with PBS P 5930.17A, Chapter 22.

The Contractor personnel shall obtain prior approval of the NRC Project Officer, when the flags are not flown."

A summary of obligations for this contract from the date of award through the date of this action is provided below:

TOTAL FY 95 Obligations	\$1,717,794.48
-------------------------	----------------

TOTAL FY 96 Obligations	\$2,101,656.43
-------------------------	----------------

TOTAL FY 97 Obligations	\$1,973,249.08
-------------------------	----------------

Cumulative Total of NRC Obligations	\$5,792,699.99
-------------------------------------	----------------

All other terms and conditions of the contract remain unchanged.

Item	February	March	April	May	June	July	August	September	October	November	December	January	Total
Monthly Hrs Productive	6068.5	5722.5	6626	6722.5	6548.5	6788.5	6722.5	6548.5	6788.5	6327.5	6788.5	6645	79,297
Monthly Cost Productive	128,045.35	141,844.75	139,808.60	141,844.75	138,173.35	143,237.35	141,844.75	138,173.35	143,237.35	133,510.25	143,237.35	140,209.50	1,673,166.70
Monthly Hrs Relief	474.25	525.5	520.5	525.5	512.75	532	525.5	512.75	532	490.75	532	517.75	6201.25
Monthly Cost Relief	10,006.68	11,088.05	10,982.55	11,088.05	10,819.03	11,225.20	11,088.05	10,803.20	11,225.20	10,354.83	11,225.20	10,924.53	130,846.38
Monthly Hrs Supervisor	976	1080	1072	1080	1056	1096	1080	1056	1096	1006	1096	1064	12,760
Monthly Cost Supervisor	20,593.6	22,788	22,619.20	22,788	22,281.60	23,125.60	22,788	22,281.60	23,125.60	21,268.80	23,125.60	22,450.40	269,236
Total Monthly Hours	7,518.75	8,328	8,218.5	8328	8,117.25	8,416.50	8,328	8,117.25	8,416.5	7,826.25	8,416.5	8,226.75	98258.25
Total Monthly Cost	158,645.63	175,720.80	173,410.35	175,720.80	171,273.98	177,568.15	175,720.80	171,258.15	177,568.15	165133.88	177,568.15	173,584.43	2,073,249.08