

DOCUMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CDS#0349-3009*

1. CONTRACT ID CODE PAGE OF PAGES

1 2

2. AMENDMENT/Modification NO.

even (11)

3. EFFECTIVE DATE
DEC 31 1987

4. REQUISITION/PURCHASE REQ. NO.
RES-87-399

5. PROJECT NO. (If applicable)

ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, D.C. 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MITRE Corporation
7525 Colshire Drive
McLean, Virginia 22102-3481

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X NRC-04-87-399

10B. DATED (SEE ITEM 13)

9/30/85

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.

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. 601950 APPN No.: 31X0200.208 FIN No.: B8685 Obligate: \$200,000.00

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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.216-7(e), "Allowable Cost and Payment"

D. OTHER (Specify type of modification and authority)

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E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

This modification is issued to add incremental funding in the amount of \$200,000.00 which increases the amount obligated by the Nuclear Regulatory Commission from \$715,842.00 to \$915,842.00, and to change the overhead rate. Accordingly, the contract is hereby modified as follows:

1. Subsection G.1, Consideration, Paragraph No. A.2 is deleted in its entirety and the following Paragraph No. A.2 is substituted in lieu thereof:

"2. The amount presently obligated with respect to this contract is increased by \$200,000.00 from \$715,842.00 to \$915,842.00. The Contracting Officer may

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)

Vice President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Elois J. Wiggins

15B. CONTRACTOR/OFFEROR

Harry F. Myers

15C. DATE SIGNED

FEB 2 1988

16B. UNITED STATES OF AMERICA

Elois J. Wiggins

16C. DATE SIGNED

1/12/88

issue orders for work up to the amount presently obligated. This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligation amount shall, at no time, exceed the contract ceiling as specified in Paragraph 1 above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligation amount, the Contractor not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligation amount specified above is done at the Contractor's sole risk."

This increased obligation in no way increases the total contract ceiling which shall remain at \$3,000,000.00.

2. In Subsection G.2, Overhead/General and Administrative Rates, the provisional overhead rate of 119.8 percent of direct labor is changed to 114.6 percent of direct labor effective August 1, 1987. *[Signature]*

All other terms and conditions of this contract remain unchanged.