

JAN 14 2000

Athey Consulting, Inc.
ATTN: George Athey
P.O. Box 178
Charles Town, VA 25414

SUBJECT: CONTRACT NO. NRC-26-93-289, MODIFICATION NO. 4

Dear Mr. Athey:

Enclosed for your review and signature are three presigned copies of the subject modification. If you agree with the provisions contained herein, please sign all three copies and return two copies to the address below.

U.S. Nuclear Regulatory Commission
Attn: Michael Turner
Division of Contracts and Property Management/T-7-I-2
Washington, DC 20555

If you have any questions regarding this modification, please contact Michael Turner on (301) 415-6535.

Sincerely,

Sharon D. Stewart, Contracting Officer
Contract Management Branch 2
Division of Contracts and Property Management
Office of Administration

Enclosures: As stated

Distribution:

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1	OF PAGE 2
2. AMENDMENT/MODIFICATION NO. 4		3. EFFECTIVE DATE See Block 15c	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. ATTN: T-7-I-2 Contract Management Branch 2 Washington DC 20555			7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Athey Consulting ATTN: George Athey P.O. Box 178 Charles Town, WV 25414				(X)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
					10A. MODIFICATION OF CONTRACT/ORDER NO. Con# NRC-26-93-289	
				X	10B. DATED (SEE ITEM 13) 09-16-1993	
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 of 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.

(X)	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) Mutual Agreement of the Parties

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.)

SEE THE ATTACHED PAGE

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) Sharon D. Stewart, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to:

1. Decrease the contract ceiling amount by \$45,554.36 from 599,818.00 to \$554,263.64.
2. Revise Subsection G.1, entitled, "Indirect Cost Rates," to incorporate the final negotiated indirect rates identified in the Defense Contract Audit Agency Report No. 1701-99W10250004.

Accordingly, the contract is hereby modified as follows:

- (1) Under Section G - Contract Administration Data, Subsection G.1 - Indirect Cost Rates is deleted in its entirety and the following is substituted in lieu thereof:

"G.1. INDIRECT COSTS RATES

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

<u>CATEGORY</u>	<u>RATE%</u>	<u>COST BASE</u>	<u>APPLICABLE PERIOD</u>
Fringe	29.95%	Direct Labor	Fiscal Year 1993
Overhead	29.74%	Direct Labor & Fringe	Fiscal Year 1993
Fringe	33.66%	Direct Labor	Fiscal Year 1994
Overhead	35.25%	Direct Labor & Fringe	Fiscal Year 1994
Fringe	31.44%	Direct Labor	Fiscal Year 1995
Overhead	31.84%	Direct Labor & Fringe	Fiscal Year 1995
Fringe	33.60%	Direct Labor	Fiscal Year 1996
Overhead	23.98%	Direct Labor & Fringe	Fiscal Year 1996
Fringe	30.75%	Direct Labor	Fiscal Year 1997
Overhead	38.99%	Direct Labor & Fringe	Fiscal Year 1997
Fringe	39.59%	Direct Labor	Fiscal Year 1998
Overhead	27.31%	Direct Labor & Fringe	Fiscal Year 1998"

- (2) Under Section B - Supplies or Services and Prices/Costs, Subsection B.3 - Consideration and Obligation—Task Orders, Paragraphs a and b are deleted in their entirety and the following is substituted in lieu thereof:

"CONSIDERATION AND OBLIGATION—TASK ORDERS (AUG 1989)
 ALTERNATE I (JUN 1991)

- a. The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$554,263.64.
- b. The guaranteed minimum obligated by the Government under this contract is \$554,263.64."

All other terms and conditions under this contract remain unchanged.