STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A035 | 10-1-78 | | |

5. ISSUED BY — CODE

rtment of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE

7. CONTRACTOR NAME AND ADDRESS — CODE — FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11-01-66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The subject Contract (block 8), as previously amended, is hereby further amended in its entirety to read with respect to performance by the Contractor on and after October 1, 1978 (without in any way affecting the rights of the parties under prior contractual agreements for prior periods of time), as set forth in the attached Schedule and General Provisions which are made part hereof.

C/N DE-AC03-76SF00700
Mod _____
FY ____ File Code 1-2
CS D155 Dtd _____
BC _____ X Ref _____
M&R _____ Dtd _____

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY Sam F. Iacobellis (Signature of person authorized to sign) | BY Joe LaGrone (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* Sam F. Iacobellis | 16. DATE SIGNED 3/13/79 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)* Joe LaGrone | 19. DATE SIGNED 3/21 |

SCHEDULE

CONTRACT NO. DE-AM03-76SF00700


ARTICLE I DESCRIPTION OF WORK

(a) The Contractor shall, in accordance with the terms and conditions of this Contract, manage, operate, and maintain the Energy Technology Engineering Center (ETEC), previously known as the Liquid Metal Engineering Center (LMEC), and perform the following research, construction, reporting, program development, and related services in accordance with the directions and instructions of the Contracting Officer:

(1) Operations and Management

(i) Proof testing materials, systems and components developed or proposed for use in DOE energy programs.

(ii) Providing assistance and engineering consultation to the DOE and its Contractors or Subcontractors with respect to planning, analysis, evaluation, coordination, inspection, and guidance of component development and engineering programs including, as assigned by the DOE, the technical management of other DOE prime or subcontracts under such DOE energy programs.

(iii) Conducting training programs at the ETEC to advance the understanding of the design, performance, maintenance, reliability, and other operational features of energy systems and components. Such training programs are to be developed by the Contractor and made available to individuals or firms designated by the DOE.

(iv) Initiating such recommendations to the DOE for the modification, improvement or alteration of existing facilities or construction of new facilities as the Contractor considers essential for the continued or safe operation of the ETEC or necessary to permit realization of benefits and advantages to be attained in the course of work hereunder.

(v) Conducting conceptual engineering, scoping and preparation of design criteria for all projects described in (iv) above, including initiating and discharging responsibility for all technical activity necessary to assure that facilities are not only designed but also constructed to satisfy the requirements of their maintenance and operation by ETEC for the programmatic purposes intended.

(vi) Applying appropriate codes, standards, procedures, and quality assurance programs in carrying out the work under the Contract.

(2) Research Services

Performance of research and development in technologies which may be required to support the functions of ETEC.

(3) Standards and Specifications

Preparation of standards and specifications for use in the DOE energy programs.

(4) Construction Services

Upon authorization of the DOE, the Contractor shall procure by subcontract the construction of new facilities or the alteration or repair of Government-owned facilities at the ETEC. Any subcontract entered into under this paragraph shall be subject to the written approval of the DOE except as otherwise authorized by the Contracting Officer, and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration and/or repair, including painting and decorating, of a public building or public work.

(5) Maintenance Work

The Contractor shall perform the maintenance work necessary for the efficient operation of the facilities.

(6) Reporting

In accordance with guidance supplied by the DOE, the Contractor shall use its best efforts to assure that the significant results of classified and unclassified scientific and technical work performed under the contract are reported to the DOE. The Contractor will furnish in a timely fashion under this Contract such reports as are requested or directed by the DOE. It is the intent of the DOE to cooperate with the Contractor in determining the necessity, form and frequency of such reports.

(7) Program Development Services

The Contractor shall, in accordance with instructions and budgetary guidance furnished by the DOE, as well as the understanding and procedures delineated in paragraph (d) of Article III, formulate, present to, and discuss with the DOE proposed annual work programs. In any event, the work programs will be identified and issued by the Contracting Officer in Program Letters to the Contractor and will cover the performance of work contemplated by this Article. Revised Program Letters may be issued by the Contracting Officer from time to time.

(8) Other Services

In addition to the services specifically described in this Article I, the Contractor shall perform other services as the DOE and the Contractor may agree in writing from time to time will be performed under this Contract.

(b) The foregoing work and services shall be conducted in accordance with and subject to the following:

(1) Services from DOE and Others

Services to be performed for the Contractor by the DOE or other contractors of the DOE at the ETEC shall be as designated by the DOE in writing from time to time and, unless otherwise approved by the DOE, the Contractor shall obtain said services from the DOE or said other contractors of the DOE.

(2) Use of ETEC by Others

The DOE shall have the right to occupy itself or to permit others (governmental or private) to occupy, use and/or operate any portion of the ETEC from time to time upon such terms as DOE may deem appropriate provided that:

(i) The DOE shall require such occupier, user, or operator to comply with all DOE approved safety rules and regulations applicable to the turned over portion of the ETEC.

(ii) The DOE shall hold Contractor harmless against: (1) loss of, or damage to, Government property and property of the Contractor, and (2) third party liability, arising out of such occupation, use and/ or operation; except to the extent any loss, damage, or liability is (1) covered by insurance carried by Contractor; or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its fault or negligence, or (ii) is caused by fault or neglect of Contractor and provided such loss, damage or liability would be an unallowable cost under the Contract if the property turned over to others were being occupied, used, or operated by Contractor. Any payments under this Article I(b)(2)(ii) shall be subject to availability of appropriations to the DOE.

(iii) The Contractor shall not use or place its property at the ETEC without the approval of the Contracting Officer unless such property is used in connection with this Contract.

(3) Contractor Responsibility

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged and to be engaged by the Contractor in the

work hereunder, and for the training of personnel. Persons employed by the Contractor, shall be and remain employees of the Contractor, and shall not be deemed employees of the DOE or the Government; provided that nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants and others whose services are utilized by the Contractor for the work hereunder.

(4) DOE Authorization Procedures

The issuance of an authorization by the DOE is required prior to the start of engineering or construction work related to facility construction or alteration.

(5) Contractor Skill

The Contractor undertakes and promises to manage, operate, and maintain said facilities, and to perform the work and services described in this Contract, upon the terms and conditions herein provided and in accordance with such directions and instructions within the terms of this Contract which the DOE gives to the Contractor from time to time. Subject to such terms and conditions and to such directions and instructions, if any, the Contractor will use its best judgement, skill, and care in all matters pertaining to the performance of this Contract.

(6) Acquisition of Materials

The Contractor shall exert its best efforts to acquire such materials, supplies, equipment, and facilities, required in connection with the work under this Contract as are not furnished by the Government.

(7) Administration of Subcontracts and Purchase Orders

The administration of all subcontracts, purchase orders, and other contractual agreements made by the Contractor, shall, during the period of this Contract, remain in the Contractor unless and until transferred to the Government or other designee of the DOE, at the direction of, or with the approval of the DOE.

(8) ETEC Self-Sufficiency

The Contractor shall provide such technical and laboratory services as may be required to make the ETEC self-sufficient in those areas; however, administrative and support services shall be furnished from Contractor organizations other than ETEC as approved by the Contracting Officer.

(9) Organizational Conflicts of Interest

The Contractor may, upon prompt written notice to the DOE, but after conferring with the DOE should the DOE so request, decline to perform or to continue to perform any work of the nature described in subdivisions (ii) and (v) of subparagraph (1) of paragraph (a) above, and in subparagraph (2) of paragraph (a) above, which the Contractor reasonably believes may result in or develop into an organizational conflict of interest providing such work in progress is brought to an orderly conclusion. The DOE will endeavor to advise the Contractor should the DOE foresee than an organizational conflict of interest may arise out of the performance of any such work. The DOE also agrees, should it conclude that a more favorable clause on this subject is permitted by DOE regulations or policy hereafter adopted, to incorporate at the Contractor's request such more favorable clause in this Contract without the necessity of additional consideration.

ARTICLE II PERIOD OF PERFORMANCE

The term of this Contract shall be from October 1, 1966 through September 30, 1983, unless sooner terminated as herein provided or extended by mutual agreement.

ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Two Hundred Sixty One Million, Two Hundred Thousand, Seven Hundred Twenty One dollars ($261,200,721. ). Such amount may be increased unilaterally by DOE by written notice to the Contractor and

may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be available and used for the payment of allowable costs as provided in the article entitled "Payments and Advances." Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract.

(b) Limitation on payment by the Government. Except as otherwise provided in this Contract and except for costs which may be incurred by the Contractor pursuant to the article entitled "Termination" or costs of claims allowable under the contract accruing after completion or termination and not released by the Contractor at the time of financial settlement of the contract in accordance with the article entitled "Payments and Advances," payment by the Government under this Contract on account of allowable costs shall not in the aggregate exceed the amount obligated with respect to this Contract, less the Contractor's fees. Unless expressly negated in this Contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this Contract shall be subject to the availability of (1) revenues and receipts deposited to the Government's account as provided in the article entitled "Payments and Advances," and (2) other funds which DOE may legally use for such purpose: Provided, DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

(c) Notices--Contractor excused from further performance. The Contractor shall notify DOE in writing whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, plus the Contractor's best estimate of revenues and receipts to be received during the 60-day period

hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only 60 days and to cover the Contractor's unpaid fees, and outstanding commitments and liabilities on account of costs allowed under the contract at the end of such period. Whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, less the amount of the Contractor's fees then earned but not paid, is in the Contractor's best judgment either sufficient only to liquidate outstanding commitments and liabilities on account of costs allowable under this Contract or is equal to zero, the Contractor shall immediately notify DOE and shall make no further commitments or expenditures (except to liquidate existing commitments and liabilities), and, unless the parties otherwise agree, the Contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the article entitled "Termination."

(d) Financial plans; cost and commitment limitations. In addition to the limitations provided for elsewhere in this Contract DOE through financial plans or other directives issued to the Contractor, establish controls on the costs to be incurred and commitments to be made in the performance of the Contract work. Such plans and instruction may be amended or supplemented from time to time by DOE. The Contractor hereby agrees to comply with the specific limitations (ceilings) on costs and commitments set forth in such plans and directives, to use its best efforts to comply with the other requirements of such plans and directives, and to promptly notify DOE in writing whenever it has reason to believe the authorized financial levels of costs and commitments will be exceeded or substantially underrun.

(e) Government's right to terminate not affected. The giving of any notice under this article shall not be construed to waive or impair any right of the Government to terminate the Contract under the provisions of the article entitled "Termination."

ARTICLE IV - ALLOWABLE COSTS AND FEES

(a) Compensation for Contractor's services. Payment for the allowable cost as hereinafter defined, and of the fees, if any, as hereinafter provided, shall constitute full and complete compensation for the performance of the work under this Contract.

(b) Fees.

(1) The total fee for the Contract for work performed through September 30, 1978 is $10,876,213.

(2) Fees shall be established for work to be performed during each subsequent fiscal year pursuant to Appendix J.

(3) Fee for the period October 1, 1978 through September 30, 1979 is:$1,584,126.00 comprised of:

i) $697,221 in base fee.
ii) $765,661 in award fee pool, not now awarded or available to the contractor.
iii) $63,194 in Technical Management fee.
iv) $58,050 in Non-nuclear fee.

(4) It is mutually agreed that the maximum Award Fee allocable for the performance period 10/1/78 through 9/30/79 is $765,661. The Award Fee will be awarded on a trimester basis and the contract will be modified as required to account for award.

(5) All fee, exclusive of the Trimester Award Fee, shall be paid in equal monthly installments, all in accordance with paragraph (a) of the Article entitled, "PAYMENTS".

(6) Estimated revenues and receipts from others for work and services to be performed under this contract are not included in the amount obligated with respect to this contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be available and used for the payment of allowable costs as provided in the Article entitled, "PAYMENTS". Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in Financial Plans established by DOE and furnished to the Contractor from time to time under this contract.

(c) Allowable cost. The amount presently obligated for allowable cost hereunder exclusive of fee is $ 248,740,382 . The allowable cost of performing the work under this Contract shall be the costs and expenses that are actually incurred by the Contractor in the performance of the contract work in accordance with its terms, that are necessary or incident thereto, and are determined to be allowable pursuant to this paragraph (c). The determination of the allowability of cost hereunder shall be based on: (1) reasonableness, including the exercise of prudent business judgment, (2) consistent application of generally accepted accounting principles and practices that result in equitable charges to the Contract work, and (3) recognition of all exclusions and limitations set forth in this clause or elsewhere in this Contract as to types or amounts of items of costs. Allowable cost shall not include cost of any item described as unallowable in paragraph (e) of this clause except as indicated therein. Failure to mention an item of cost specifically in paragraph (d) or paragraph (e) shall not imply either that it is allowable or that it is unallowable.

(d) Examples of items of allowable cost. Subject to the other provisions of this clause, the following examples of items of cost of work done under this Contract shall be allowable to the extent indicated:

(1) Bonds and insurance, including self-insurance, as provided in the clause entitled "Required Bonds and Insurance -- Exclusive of Government Property".

(2) Communication costs, including telephone services, local and long-distance calls, telegrams, cablegrams, radiograms, postage, and similar items.

(3) Consulting services (including legal and accounting), and related expenses, as approved by the Contracting Officer, except as made unallowable by paragraph (e)(26).

(4) Litigation expenses, including reasonable counsel fees, incurred in accordance with the clause of this Contract entitled "Litigation and Claims."

(5) Losses and expenses (including settlements made with the consent of the Contracting Officer) sustained by the Contractor in the performance of this Contract and certified in writing by the Contracting Officer to be just and reasonable, except the losses and expenses expressly made unallowable under other provisions of this Contract.

(6) Materials, supplies, and equipment, including freight transportation, material handling, inspection, storage, salvage, and other usual expenses incident to the procurement, use and disposition thereof, subject to approvals required under other provisions of this Contract.

(7) Patents, purchased design, and royalty payments to the extent expressly provided for under other provisions in this Contract or as approved by the Contracting Officer, and preparation of invention disclosures, reports and related documents, and searching the art to the extent necessary to make such invention disclosures in accordance with the Patent clause of this Contract.

(8) Personnel costs and related expenses incurred in accordance with the Contractor's established personnel policies, programs and schedules applicable on a company-wide basis throughout the Contractor's North American Space Operations, communicated to the Contracting Officer in writing, or in accordance with collective bargaining contracts or by custom in the industry or area, such as:

(i) Salaries and wages; bonuses and incentive compensation; overtime, shift differential, holiday, and other premium pay for time worked; nonwork time, including vacations, holidays, sick, funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances, or serving on labor management (Contractor) committees: Provided, however, that the Contracting Officer's approval is required in each instance of total compensation to an individual employee at an annual rate of $35,000 or more, when it is proposed that a total of 50 percent or more of such compensation be reimbursed under DOE cost-type contracts. Total compensation, as used here, includes only the employee's base salary and bonus and incentive compensation payments.

(ii) Legally required contribution to old-age and survivors' insurance, unemployment compensation plans and workmen's compensation plans (whether or not covered by insurance); voluntary or agreed-upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);

(iii) Travel (except foreign travel, which requires specific approval by the Contracting Officer on a case-by-case basis); incidental subsistence and other allowances of Contractor employees, in connection with performance of work under this Contract (including new employee reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);

(iv) Employee relations, welfare, morale, etc., programs, including incentive, patent, or suggestions awards (excluding royalty sharing awards), employee counseling services, health or first-aid clinics, and house or employee publications;

(v) Personnel training (except special education and training courses and research assignments calling for attendance at educational institutions which require specific approval by the Contracting Officer on a case-by-case basis); including apprenticeship training programs designed to improve efficiency and productivity of contract operations, to develop needed skills, and to develop scientific and technical personnel in specialized fields required in the contract work;

(vi) Recruitment of personnel (including help-wanted advertisements), including services of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the Contractor for employment interviews; and

(vii) Net cost of operating plantsite cafeteria, dining rooms, and canteens attributable to the performance of the contract.

Provided, however, that the following items of cost will be allowable only to the extent approved by the Contracting Officer: (A) Salaries and wages for any employee paid in accordance with job classification established specifically for use in connection with work under this Contract; (B) the overtime premium portion of salaries and wages of any employee directly charged to this Contract for work performed in excess of 40 hours per week pursuant to a work-week scheduled and established in excess of 40 hours per week for a period of more than four weeks; (C) the overtime premium portion of salaries and wages of any employee directly charged to this contract for occasional overtime in excess of 16 hours beyond his scheduled workweek; and (D) the costs of material changes in the Contractor's established personnel policies and programs which relate to the Contractor's Energy Systems Group.

Copies of the Contractor's appropriate Corporate Directives and the Energy Systems Group Standard Operating Policies, together with revisions thereto, will be made promptly available to the DOE as issued by the Contractor.

(9) Repairs, maintenance, inspection, replacement and disposal of Government-owned property and the restoration or clean-up of site and facilities to the extent directed or approved by the Contracting Officer.

(10) Subcontracts and purchase orders, including procurements from Contractor-controlled sources, subject to approvals required by other provisions of this Contract.

(11) Subscriptions to trade, business, technical, and professional periodicals, as approved by the Contracting Officer.

(12) Taxes, fees, and charges levied by public agencies which the Contractor is required by law to pay, except those which are expressly made unallowable under other provisions of this Contract.

(13) Utility services, including electricity, gas, water, and sewerage.

(14) Indemnification of the Pension Benefit Guaranty Corporation pursuant to the Employee Retirement Income Security Act of 1974, in accordance with ERDAPR 9-15.205-6.

(15) Rentals and leases of land, buildings and equipment owned by third parties where such items are used in the performance of the contract, except that rentals and leases of land or buildings directly chargeable to the Contract shall be subject to approval by the Contracting Officer.

(e) Examples of items of unallowable costs. The following examples of items of costs are unallowable under this Contract to the extent indicated:

(1) Advertising, except (i) help-wanted advertising, and (ii) other advertising (such as costs of participation in exhibits) approved by the Contracting Officer as clearly in furtherance of work performed under the Contract.

(2) Bad debts (including expenses of collection) and provisions for bad debts arising out of other business of the Contractor.

(3) Bidding expenses and costs of proposals.

(4) Bonuses and similar compensation under any other name, which (i) are not pursuant to an agreement between the Contractor and employee prior to the rendering of the services or an established plan consistently followed by the Contractor, (ii) are in excess of those costs which are allowable by the Internal Revenue Code and Regulations thereunder, or (iii) provide total compensation to an employee in excess of reasonable compensation for the services rendered.

(5) Central and branch office expenses of the Contractor, except as specifically set forth in the Contract.

(6) Commission, bonuses, and fees (under whatever name) in connection with obtaining or negotiating for a Government contract or a modification thereto, except when paid to bona fide employees or bona fide established selling organizations maintained by the Contractor for the purpose of obtaining Government business.

(7) Contingency reserves, provisions for.

(8) Contributions and donations.

(9) Depreciation in excess of that calculated by application of methods approved for use by the Internal Revenue Service under the Internal Revenue Code of 1954, as amended, including the straightline, declining balance (using a rate not exceeding twice the rate which would have been used had the depreciation been computed under the straight-line method), or sum-of-the-years digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life.

(10) Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.

(11) Entertainment costs, except the costs of such recreational activities for onsite employees as may be approved by the Contracting Officer or provided for elsewhere in this Contract.

(12) Fines and penalties, including assessed interest, resulting from violations of, or failure of the Contractor to comply with, Federal, State, or local laws or regulations, except when incurred in accordance with the written approval of the Contracting Officer or as a result of compliance with the provisions of this Contract.

(13) Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of DOE applicable to transfers of such property to the Contractor from others.

(14) Insurance (including any provisions of a self-insurance reserve) on any person where the Contractor under the insurance policy is the beneficiary, directly or indirectly, and insurance against loss of or damage to Government property as defined in Clause 37 "Property".

(15) Interest, however represented (except interest incurred in compliance with the clause entitled "State and Local Taxes"), bond discounts and expenses, and costs of financing and refinancing operations.

(16) Legal, accounting, and consulting services and related costs incurred in connection with the preparation of prospectuses, preparation and issuance of stock rights, organization or reorganization, prosecution or defense of antitrust suits, prosecution of claims against the United States, contesting actions or proposed actions of the United States, and, except as approved by the Contracting Officer, the prosecution or defense of patent infrigement litigation.

(17) Losses (including litigation expenses, counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the Contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and others from any source; and losses where such losses or expenses--

(i) Are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its own fault or negligence;

(ii) Result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, corporate officers, or a supervising representative of the Contractor, as defined in Clause 37 "Property" of this Contract.

(iii) Represent liabilities to third persons for which the Contractor has expressly accepted responsibility under other terms of this Contract.

(18) Maintenance, depreciation, and other costs incidental to the Contractor's idle or excess facilities (including machinery and equipment) other than reasonable standby facilities.

(19) Membership in trade, business, and professional organizations except as approved by the Contracting Officer.

(20) Precontract costs, except as expressly made allowable under other provisions in this Contract.

(21) Research and Development costs, unless specifically provided for elsewhere in this Contract.

(22) Selling costs, except to the extent they are determined to be reasonable and to be allocable to the Contract. Allocability of selling costs to the Contract will be determined in the light of reasonable benefit to the agency program arising from such activities as technical, consulting, demonstration, and other services performed for such purposes as applying or adapting the Contractor's product for agency use.

(23) Storage of records pertaining to this Contract after completion of operations under this Contract, irrespective of contractual or statutory requirement of the perservation of records.

(24) Taxes, fees, and charges in connection with financing, refinancing, or refunding operations, including the listing of securities on exchanges, taxes which are paid contrary to the clause entitled "State and Local Taxes," taxes on net income and excess profits, special assessments on land which represent capital improvement and taxes on accumulated funding deficiencies of, or prohibited transactions involving, employee deferred compensation plans pursuant to Section 4971 or Section 4975 of the Interal Revenue Code of 1954, as amended, respectively.

(25) Travel expenses of the officers, proprietors, executives, administrative heads and other employees of the Contractor's central office or branch office organizations concerned with the general management, supervision and conduct of the Contractor's business as a whole, except to the extent that particular travel is in connection with the Contract and approved by the Contracting Officer.

(26) Salary or other compensation (and expenses related thereto) of any individual employed under this Contract as a consultant or in another comparable employment capacity who is an employee of another organization and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with DOE except to the extent that cash payment therefor is required pursuant to the provisions of this Contract or procedure of DOE applicable to the borrowing of such an individual from another cost-type contractor.

(27) First-class air travel in excess of the cost of less than first-class air accommodations, except when less than first-class accommodations are not reasonably available to meet necessary mission requirements, such as where less than first accommodations would:

(i) Require circuitous routing,

(ii) Require travel during unreasonable hours,

(iii) Greatly increase the duration of the flight,

(iv) Result in additional costs which would offset the transportation savings,

(v) Offer accommodations which are not reasonably adequate for the medical needs of the traveler.

(28) Special construction industry "funds" financed by employer contributions for such purposes as methods and materials research, public and industry relations, market development, and disaster relief, except as specifically provided elesewhere in this Contract.

(29) Late premium payment charges related to employee deferred compensation plan insurance, in accordance with ERDAPR 9-15.205-6.

ARTICLE V PAYMENTS

(a) Payment of Fees. Fees shall be negotiated on a Government fiscal year basis as soon as reasonably practicable after issuance of the definitive work program for said fiscal year and this Contract should be modified accordingly. Base Fees and Straight Line Fees as provided in Appendix J shall be paid in equal monthly installments as they accrue. Award Fees shall be due and payable promptly after each determination by DOE that an Award Fee has been earned by the Contractor. Pending negotiation of the annual fees on the basis of the mutually agreed estimated cost of the work for the applicable fiscal year, the parties shall agree upon a provisional fee for work authorized and funded on an interim basis, and the DOE shall make monthly payments against the applicable installments of the provisional fee. Prompt adjustment will be made for the difference between such monthly payments of the provisional fixed fee and the pertinent fee installments when the specific fiscal year annual fees have been established.

(b) Payments on Account of Allowable Costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment or reimbursement for allowable costs or payments for other items specificaly approved in writing by the Contracting Officer shall be made from advances of Government funds.

(c) Special Bank Account - Use. All advances of Government funds shall be withdrawn pursuant to a letter of credit in favor of the Contractor, or in the option of the Government, shall be made by check payable to the Contractor, and shall be deposited only in the Special Bank Account referred to in the Agreement for Special Bank Acount, which is attached hereto and incorporated into this Contract as an appendix. The Contractor shall likewise deposit in the Special Bank Account any other revenues received by the Contractor in connection with the work under this Contract. No part of the funds in the Special Bank Account shall be (1) mingled with any funds of the Contractor or (2) used for a purpose other than that of making payments for costs allowable under this Contract or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer

shall at any time determine that the balance on such bank account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

(d) Title to Funds Advanced. Title to the unexpended balance of any funds advanced and of any bank account established pursuant to this Article shall remain in the Government and be superior to any claim or lien of the bank of deposit or others. It is understood that an advance to the Contract hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title, or interest in or to such advance other than the right to make expenditures therefrom as provided in this Article.

(e) Review and Approval of Costs Incurred. The Contractor shall prepare and submit annually as of September 30 a voucher, for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the voucher, and the DOE, after audit and appropriate adjustment will approve such voucher. This approval by the DOE will constitute an acknowledgement by the DOE that the net costs incurred are allowable under the Contract and that they have been recorded in the accounts maintained by the Contractor in accordance with the DOE accounting policies, but will not relieve the Contractor of responsibility for the DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to the DOE.

(f) Financial Settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs and fixed fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after (1) compliance by the Contractor with the DOE's patent clearance requirements, and (2) the furnishing by the Contractor of:

(1) an assignment of the Contractor's right to any refunds, rebates, allowances, accounts receivable (except those accruing to the Contractor under paragraphs (a) and (b) above), or other credits applicable to allowable costs under the Contract.

(2) a closing financial statement, and

(3) the accounting for government-owned property required by the Article entitled "Property".

(4) a release discharging the Government, its officers, agents, and employees from all liabilities, obligations and claims arising out of or under this Contract, subject only to the following exceptions:

(i) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release, and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier, and

(iii) claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

In arriving at the amount due the Contractor under this clause, there shall be deducted (1) any claim which the Government may have against the Contractor in connection with this Contract, and (2) deductions due under the terms of this Contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Bank Account may be applied to the amount due and any balance shall be returned to the Government forthwith.

(g) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

(h) Discounts. The Contractor shall use its best efforts to take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds such action is not in the best interest of the Government.

(i) Revenues. All revenues (except those accruing to the Contractor under paragraph (b) above) other than the Contractor's fixed fee or fees, if any, accruing to the Contractor in connection with the work under this Contract shall be Government property and shall be deposited in the Special Bank Account to be available for payment of allowable cost under this Contract, or otherwise credited to the Government as the Contracting Officer specifies or approves.

(j) Direct Payment of Charges - Deductions. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor therefor.

(k) Provisional Overhead Rates. The Contractor shall be provisionally reimbursed at monthly intervals (or more frequent intervals if approved by the Contracting Officer) for its overhead costs and expenses properly allocable to Contractor's performance of the work hereunder at a provisional rate or rates mutually agreed upon in writing by the Contractor and the Contracting Officer, pending establishment from time to time of Contractor's actual overhead expenses and rates. Any such provisional rates and payment may be further adjusted either upward or downward from time to time as indicated to avoid anticipated over or under payments, but in any event all such provisional payments shall be adjusted as soon as reasonably practicable to Contractor's actual costs and rates when such are known and established. Such rates shall be set forth in a letter signed by the Contracting Officer and by the Contractor if acceptable to it. Appropriate monetary adjustments between provisional and actual amounts due shall be made by credits or refunds at the option of the Contracting Officer.

## ARTICLE VI DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this Contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this Contract, the term "subcontract" includes purchase orders under this Contract.

(d) The term "DOE" means the U. S. Department of Energy.

(e) The term "DOEPR" means "ERDAPR" (9-26-77 ed).

(f) The term "Energy Technology Engineering Center" (hereinafter called "ETEC") means:

(1) The land and DOE-owned facilities below listed at the Contractor's Santa Susana Nuclear Field Laboratory as shown in Appendix A dated February 1978, attached to the Contract:

(i) Sodium Component Test Installation (Building Nos. 355, 356, 359, 656)

(ii) Pump Bearing Test Facility (Building Nos. 357, 457)

(iii) Control Element Test Building (Building No. 354)

(iv) Office Buildings (Building Nos. 036, 038, 039, 482, 483, 484, 485, 486, 487 [under construction])

(v) General Sodium Testing Building (Building No. 032)

(vi) General Test Building (Building No. 057)

(vii) Instrumentation Repair and Calibration (Building No. 066)

(viii) Chemical Storage Building (Building No. 358)

(ix) Assembly and Test Building (Building Nos. 383, 393)

(x) Sodium Pump Test Facility (Building Nos. 461, 462)

(xi) Equipment Storage Building (Building Nos. 012, 025, 626, and 641)

(xii) Component Handling and Cleaning Facility (Building No. 463)

(xiii) ETEC Quality Assurance Operations (Building No. 027)

(xiv) ETEC Construction Staging (Building 019)

(xv) ETEC Instrumentation Operations (Building 062)

(xvi) Site Purchasing Office (Building 030)

(xvii) Chemistry and Metallurgical Laboratory (Building 065)

(xviii) Small Components Test Loop (Building 026)

(xix) Transient Test Facility (Building 013)

(xx) Sodium Burn Facility (Building 133)

(xxi) Fuel Oil Storage Tanks (Building Nos. 731 and 735) and Fuel Oil Control Building (Building 320)

(xxii) Sodium Storage Building (Building 014)

(xxiii) Large Leak Test Rig (Building Nos. 059, 459)

(2) The personnel of the Contractor permanently assigned to work at the ETEC;

(3) Other land and DOE facilities, not enumerated above, within the Santa Susana Triangle Site described in Article VII below, as may be designated by DOE from time to time after consultation with the Contractor.

ARTICLE VII SPECIAL PROPERTY PROVISIONS

(a) Santa Susana Triangle Site. It is recognized that pursuant to the terms and conditions of Contract No. AT(04-3)-49 between the parties hereto, Contractor has made a substantial contribution to the cost of carrying on the work under said Contract, and that part of said contribution is represented by certain property, real and personal, title to which remains in the Contractor, located at the "site" known as the Santa Susana Triangle.

(b) Government's Option to Purchase Contractor's Property. The term "Site" as used in this Article is defined in Appendix B to this Contract No. DE-AM03-76SF00700 which by this reference is incorporated in and hereby made a part of this Contract. The Government, at any time prior to six months after the expiration or termination of this Contract, shall have the option to purchase the Site and special facilities located thereon (which the Contractor furnished) for an amount equal to the cost to the Contractor of the site, plus the unamortized cost of such facilities and the unreimbursed reasonable costs of maintaining the Site and such special facilities incurred by the Contractor after the expiration or termination of this Contract; provided, however, that in the event that the Contractor does not exercise its option under Section (c) the Government shall have the further option for a period of six months after the expiration of the Contractor's option to purchase such property for the above-mentioned amount.

(c) Contractor's Option to Purchase. In the event that the Government does not exercise its first option set forth above in Section (b), the Contractor shall have a six-month option to the extent not prohibited by then applicable laws, security and patent regulations, requirements, and policies of the Government, to purchase all Government property on the Site in the possession or custody of the Contractor for the performance of the work under this Contract (except source and special nuclear materials and Government-owned inventions, discoveries, patent rights, drawings, designs, specifications, data, notebooks, reports, memoranda, etc.), at a price to be agreed upon by the parties as representing the fair value thereof, provided, however that in arriving at fair value, the estimated remaining useful value

of the special facilities as agreed to by the parties shall be an element thereof. If thirty (30) days prior to the expiration of the Contractor's option, the Government and the Contractor have not yet arrived at agreement as to the fair value thereof, the Government shall notify the Contractor of the amount which the Government determines to be the fair value of such property and for which the Government will sell such property to the Contractor. The amount of the agreed fair value of any such property acquired by the Contractor shall be credited to the account of the Government as the DOE may direct.

(d) Disposition of Government Property - Abandonment

(1) The DOE may, at any time during the six-month period following the expiration or termination of this Contract No. DE-AM03-76-SF00700, direct the Contractor, at the sole cost of the Government, to remove and return to the DOE all or any of the Government property, as described in Section (c) above, in possession or custody of the Contractor or to dispose of such property to others upon such terms and conditions as the DOE may require.

(2) In the event that the Government does not exercise its further option set forth in Section (b), the Government may, for a period of sixty (60) days after the end of such option period. direct the Contractor at the sole cost of the Government to remove and return to the Government all or any of the Government property as described in Section (c) above, in the possession or custody of the Contractor or to dispose of such property to others upon such terms and conditions as the DOE may require. If at the end of the sixty-day period, the Government has not given the Contractor any such instructions, such Government property (or such part as to which no instructions have been received), except source and special nuclear materials, and the other excepted property, referred to in (c) above, shall be deemed, as of such sixtieth day, to be permanently abandoned by the Government to the Contractor, and neither party shall be under any obligation to the other on account of such abandonment.

(3) Amounts received by the Contractor as the result of any disposition of such Government property to others pursuant to subsection (d)(1) of subsection (d)(2) shall be credited to the account of the Government as the DOE may direct.

(e) Site Control

(1) (i) The Contractor shall use its best efforts to design all facilities which are to be constructed within the Site so that the level of radiation at the boundaries of the Site shall not exceed the permissible levels of radiation under applicable Federal Regulations.

(ii) The Contractor will consult with the DOE before making any material change in the usage of Contractor-owned property adjacent to the site and will use its best efforts to preclude occupancy which would limit the DOE's intended use of facilities located on the Site.

(2) Easements and Rights of Way

(i) The Contractor agrees to provide to the DOE necessary ingress and egress to the Site during the period of this Contract and in the event the DOE exercises either option set forth in Section (b), the Contractor agrees to provide to the DOE, its successors and assigns, (A) the right of permanent ingress and egress over the road designated as Black Canyon Road, and the road between points A, B, C, D, and E on Survey #49143, as described in Appendix B hereto, and thence to the option site and (B) such rights over other roads providing ingress and egress to the Site as the Contractor may then have the right to transfer to the Government, and (C) the necessary ingress and egress to use, service, and maintain the supply pipeline to and the day tank for the ETEC/SCTI fuel oil storage tanks.

(ii) In the event the DOE exercises either option set forth in Section (b), the DOE agrees to provide the Contractor, its successors and assigns such easements on and across the Site as are reasonably necessary to the Contractor's activities carried on in the general vicinity of the Site and which do not unreasonably interfere with DOE

activities on the Site, such easements shall include but are not limited to the following: (A) the necessary ingress and egress to use, service, and maintain the existing water tanks (located approximatly 6,945 feet West and 4,424 feet North of the Southeast corner of Parcel 1 of Survey #49143 and associated water system; (B) the necessary ingress and egress to use, service, and maintain the existing electrical substation (located approximately 6,181 feet West, 3,928 feet North of the aforesaid Southeast corner of Parcel 1 of Survey #49143) and associated electrical distribution lines; and (C) a right of way approximately 60 feet wide for road purposes and associated drainage and for utility lines, running in a north-easternly direction across the Southeast portion of the Site.

(3) The Contractor, its successor and assigns, during a period of ten (10) years after the expiration or termination of Contract No. DE-AM03-76SF00700 in the event the Government exercises either option set forth in Section (b), shall provide to the DOE, its successors and assigns, at cost, to the extent requested by any one of them, and to the extent water is available from all or any part of the water supply system or systems utilized by the Contractor, its successors and assigns, for the property now owned by the Contractor in the Santa Susana area, shown on aforesaid Survey #49143 (except such portion thereof as may hereafter be owned by the Government), up to 100,000 gallons of water per day at the Site. The Contractor for itself, its successors and assigns further agrees to permit any public utility willing and able to supply such amount of water to the Site to tie into the Contractor's water distribution system, as the same may then be constituted, in a manner satisfactory to supply water to the Site and from and after the time such amount of water is supplied to the Site by a public utility, the obligations of the Contractor, its successors and assigns with regard to the supply of water to the Site shall cease.

(4) In the event the Government exercises either option set forth in Section (b) of this Article, the DOE, it successors and assigns, shall have the right during a period of ten (10) years after expiration or termination of Contract

No. DE-AM03-76SF00700, to discharge into the Contractor's sewerage system servicing the Site at no direct cost, a maximum of either 9,440 gallons of sewage per day (2/5 of the total existing sewage capacity of 23,600 gallons as of December 1961) or that amount of sewage produced by not more than 375 people whichever is less, originating from the Site, to the extent permitted by applicable law. Notwithstanding the foregoing, the DOE shall have the right to discharge sewage in excess of the above-mentioned amount originating from the Site, so long as the amount of such sewage and the sewage arising out of the Contractor's activities does not exceed the total capacity of the Contractor's sewerage system.

(5) In the event the Government exercises either option set forth in Section (b), the Contractor shall provide to the Government any easements required to enable a public utility to supply electricity to the Site.

(6) In the event the Government exercises either option set forth in Section (b), the Contractor shall provide to the Government any easements required to maintain the pipe lines for the transmission of gaseous nitrogen and oil to the ETEC gaseous nitrogen supply system and the ETEC/SCTI fuel oil storage tanks. In the event the Government elects to terminate the supply of gas, and/or fuel oil, the Government agrees to execute a document or documents for recording purposes which will terminate any recorded easements as hereinafter provided in section (e)(8), with respect to the gaseous nitrogen supply system and/or fuel oil system.

(7) In the event the Government exercises either option set forth in Section (b), the Contractor shall provide such access as may be required for telephone service installation and maintenance, and shall permit the drainage of industrial effluent, provided such effluent shall not cause Contractor's drainage system to be overloaded and further provided such effluent shall not cause the combined industrial effluent from the optioned area and Contractor's operations to violate any local, state, or federal regulation or law.. The Contractor further agrees to furnish to the Site, to the extent the Contractor has reasonably available to it in connection with its adjacent property, such other utility and/or guard, fire protection and other housekeeping services as may be requested by the Government, provided that the Contractor is reimbursed for the reasonable costs of any such utilities and services.

(8) The Contractor further agrees that, at the request of the DOE, it will execute a document or documents setting forth the agreements contained in Sections (b) and (e) in such form as will permit the recording of such document or documents for the purpose of giving constructive notice to the public at large.

(f) Other Use of Facilities

(1) The Contractor, during the term of this Contract No. DE-AM03-76SF00700 shall afford DOE Contractors or designees such access to all facilities and Government property on the Site as the DOE deems appropriate and shall consult with such persons and assist in their orientation. The DOE shall endeavor to schedule the visits of such persons so as to avoid undue interference with the work under this Contract.

(2) Subject to the prior written approval of the DOE and to such conditions, including payments to the Government as the DOE may require, the Contractor may utilize the facilities provided hereunder in connection with work other than work under this Contract.

(g) Maintenance of Property. Upon the expiration or termination of this Contract and until the Government or the Contractor exercises its options set forth in this Article or the Government abandons its property pursuant to Section (d), the Contractor shall, as directed by, and at the expense of the Government, maintain Government property in its custody and possession and the special facilities furnished by it in accordance with the provision of this Contract entitled "Property."

(h) Transfer of Article. Contractor agrees, without further consideration, and in the event of termination or expiration of this Contract No. DE-AM03-76SF00700 to amend Contract No. EY-76-C-03-0701 or any successor contract thereto, to include therein this Article and paragraph (b)(2) of Article titled DESCRIPTION OF WORK of this Contract as the same may then exist.

(i) Burro Flats Electrical Substation

(1) All addition to and expansion of the existing Burro Flats Substation (No. 704) electrical power distribution system

(consisting of switchgear, 5 KV distribution, lighting, fencing, etc.) covered by Directive 70-CP-3 shall be deemed personal property and severable.

(2) The Contractor agrees these additions to and expansions of the power distribution system may remain on Contractor's land during the term of this Contract and may be abandoned by DOE any time during such term without obligation to restore the premises.

(3) In the event of expiration or termination of this Contract, Sections (c) and (d) above shall be considered applicable to any additions to or expansions of the power distribution systems covered by Directive 70-CP-3 which may be located off the Site.

(4) The Contractor agrees to provide to DOE the necessary ingress and egress to these additions and expansions during the period of this Contract and to it, its successors and assigns forever in the event DOE exercises its option to purchase the Site under Section (b) above.

(5) In the event the Government exercises either option set forth in Section (b) above, the Contractor shall provide to the Government any easements required to enable a public utility to supply electricity to these additions to and expansions of the power distribution systems.

(6) In the event utilization of the additions to and expansions of the power distribution systems are dependent upon operation of interrelated Contractor-owned equipment, Contractor shall not cease operation of such equipment without affording the Government either an option to have Contractor continue to operate such equipment at Government's expense or an option to purchase such Contractor-owned equipment at its then fair value. In the event Government purchases such equipment, paragraphs a, c, d, and e above shall apply to such equipment.

## ARTICLE VIII PRIVACY ACT NOTIFICATION

This Procurement Contract requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the

Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

ARTICLE IX PRIVACY ACT

(a) The Contractor agrees:

(1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the Contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the Contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

(2) To include the solicitation notification contained in Contract Article VIII above in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) To include this Article, including this paragraph (3), in all subcontracts awarded pursuant to this Contract which require the design, development, or operation of such a system of records.

(b) In the event of violation of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officer or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the Contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency, irrespective of all other provisions of this Contract.

(c) The terms used in this Article have the following:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

(d) In accordance with the requirements of this Article and implementing DOE regulations (10 CFR Chapter III, Part 708), it is hereby agreed that the Contractor maintains the following "Systems of Records" on individuals in order to accomplish a DOE function:

(1) Government Driver's License Files (ERDA 20) regarding Contractor employees authorized by DOE to drive Government vehicles.

(2) Occupational and Industrial Health and Safety Records (ERDA 26) regarding accidents involving Government vehicles.

(3) Personnel Radiation Exposure Information (ERDA 30) regarding Contractor employees, DOE employees and visitors to the contract site.

(4) Employee and Visitor Access Control Records (ERDA 38)

The parenthetical ERDA number design for each system of records refers to the official "System of Record" number published by DOE in the Federal Register pursuant to the "Privacy Act."

## ARTICLE X RELATIONSHIP TO PRECEDING CONTRACTUAL ARRANGEMENTS

The work under this Contract and Contract No. EY-76-C-03-0701 involves in part the continuation of work commenced and performed under a preceding contract between the parties designated as Contract No. AT(11-1)-GEN-8. It is agreed that the work performed under said Contract GEN-8 prior to the execution date of this Contract shall be governed by the terms of the said Contract GEN-8, except as may otherwise be agreed in writing of the same or subsequent date. Unless otherwise agreed, all property, materials, subcontracts, and data generated or acquired under Contract GEN-8 shall be deemed transferred to this Contract or Contract 0701, as the parties may agree, for use thereunder.

## ARTICLE XI NONLIABILITY - COST ACCOUNTING STANDARDS

With reference to the Contract General Provision entitled COST ACCOUNTING STANDARDS and notwithstanding the provisions of that Article, the Contractor shall not be liable to the Government for any increased costs or interest thereon, resulting from any failure of the Contractor, with respect to activities carried on at the site of work, or of a subcontractor to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such article: Provided, that the Contractor shall include in each covered subcontract a clause making the subcontractor liable for any increased costs or interest thereon resulting from any failure of the subcontractor to comply with prescribed standards or disclosed practices.

## ARTICLE XII ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence as follows: (a) schedule; (b) the general provisions; (c) other provisions of the Contract, whether incorporated by reference or otherwise; and (d) the Contractor's technical proposal, if incorporated in the Contract by reference or otherwise.

ARTICLE XIII CONTENT OF CONTRACT

This contract consists of a cover page (Standard Form 30), the schedule, the General Provisions and the following designated appendices:

A - Atomics International Santa Susana Field Laboratories, February 1978,
B - A description of the "site" under Article VII,
J - Establishment of Fees,
K - Key personnel, and
Appendix to Article V - Payments.

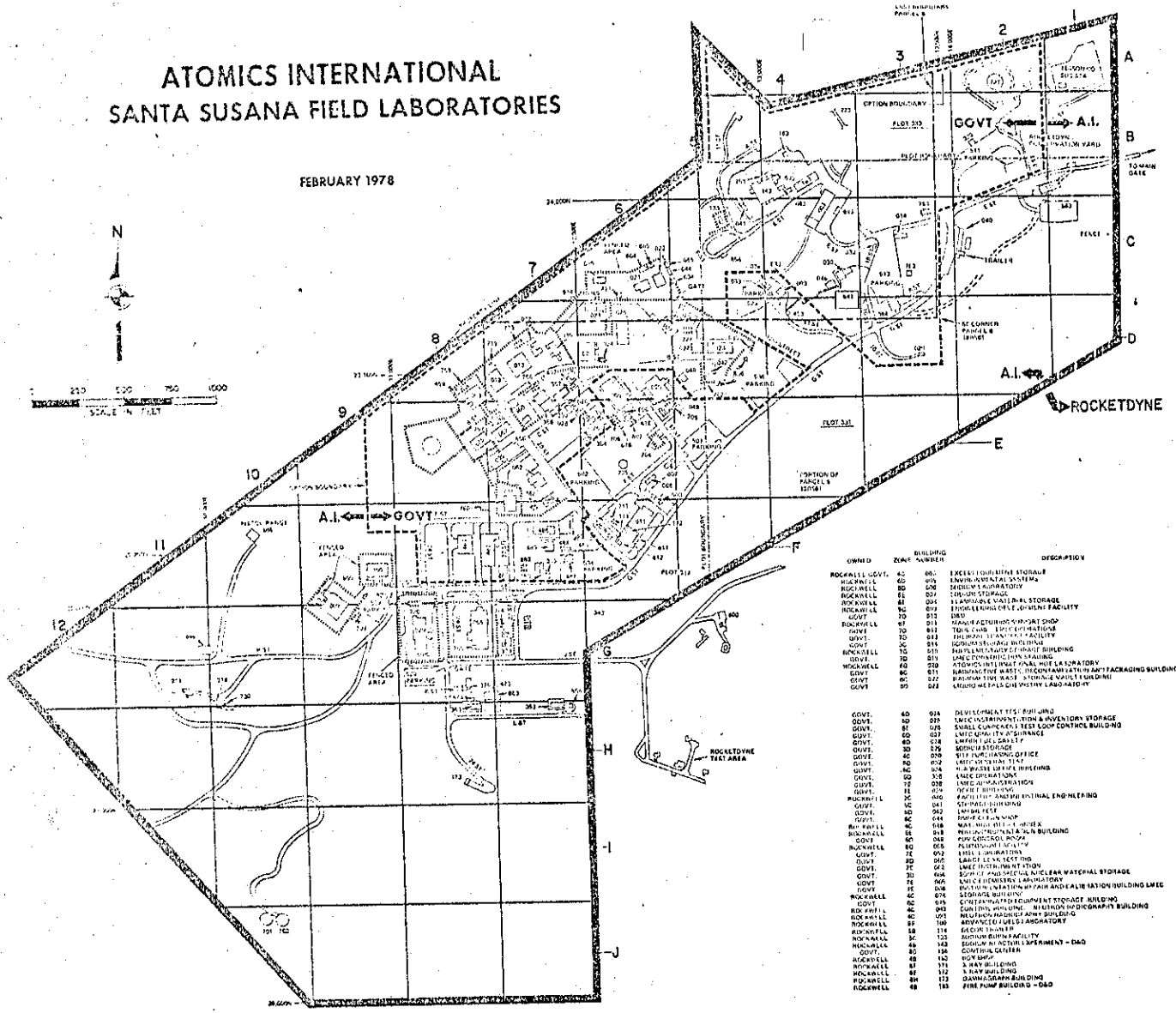
ARTICLE XIV ALTERATIONS AND ADDITIONS

The following alterations in, or addition to, the provisions of this Contract were made prior to execution of the Contract by the parties:

- NONE -

# ATOMICS INTERNATIONAL
## SANTA SUSANA FIELD LABORATORIES

FEBRUARY 1978




| OWNER | ZONE | BUILDING NUMBER | DESCRIPTION |
|---|---|---|---|
| ROCKWELL GOVT. | 42 | 001 | EXPERIMENTAL STORAGE |
| ROCKWELL | 68 | 009 | ENVIRONMENTAL SYSTEMS |
| ROCKWELL | 68 | 020 | SHIELDED LABORATORY |
| ROCKWELL | 68 | 024 | COOLING STORAGE |
| ROCKWELL | 68 | 025 | FLAMMABLE WASTE STORAGE |
| ROCKWELL | 68 | 033 | ENGINEERING OFFICE COMPLEX FACILITY |
| GOVT | 70 | 010 | D&D |
| ROCKWELL | 67 | 011 | MANUFACTURING SUPPORT SHOP |
| GOVT | 70 | 012 | TEST CELL - LOX EVAPORATORS |
| GOVT. | 70 | 013 | CHEMICAL STORAGE FACILITY |
| GOVT | 42 | 015 | SCRUBBER COOLING BUILDING |
| ROCKWELL | 70 | 016 | PARTIAL ENCLOSURE OF GARAGE BUILDING |
| GOVT. | 70 | 019 | LINEAR DYNAMIC FACILITY - SEALING |
| ROCKWELL | 68 | 030 | ENGINEERING - FINAL NOZ LABORATORY |
| GOVT | 66 | 031 | RADIOACTIVE WASTE, DECONTAMINATION AND PACKAGING BUILDING |
| GOVT | 65 | 032 | RADIOACTIVE WASTE STORAGE VAULT FOUNDING |
| GOVT | 65 | 033 | GRADED METALS CHEMISTRY LABORATORY |
| GOVT. | 60 | 034 | DEVELOPMENT TEST BUILDING |
| GOVT. | 60 | 035 | SAFETY INSTRUMENTATION & INVENTORY STORAGE |
| GOVT. | 67 | 036 | SMALL CHEMICAL TEST LOOP CONTROL BUILDING |
| GOVT. | 60 | 037 | LIMITED QUALITY ASSURANCE |
| GOVT. | 60 | 038 | LIMITED FUEL CASE F |
| GOVT. | 30 | 039 | MORGUE STORAGE |
| GOVT. | 66 | 040 | 911 FUNCTIONING OFFICE |
| GOVT. | 60 | 042 | LIMITED VISUAL TEST |
| GOVT. | 66 | 044 | N.A. WASTE OFFICE BUILDING |
| GOVT. | 60 | 045 | SAFETY OPERATIONS |
| GOVT. | 70 | 048 | SAFETY ADMINISTRATION |
| GOVT. | 72 | 049 | SERVICE BUILDING |
| GOVT. | 72 | 050 | SERVICE BUILDING |
| ROCKWELL | 72 | 051 | FACILITY ANALYSIS CENTRAL ENGINEERING |
| GOVT. | 66 | 061 | STORAGE BUILDING |
| GOVT. | 60 | 062 | SAMPLING TEST |
| GOVT. | 60 | 063 | SHOP CLEANING SHOP |
| GOVT. | 66 | 064 | MAINTENANCE SHOP |
| ROCKWELL | 66 | 065 | MAINTENANCE & CLEANING BUILDING |
| ROCKWELL | 66 | 068 | PUMP CONTROL ROOM |
| GOVT | 60 | 069 | PUMP CONTROL ROOM |
| ROCKWELL | 60 | 070 | MAINTENANCE FACILITY |
| GOVT. | 72 | 072 | LARGE LEAK TESTING |
| GOVT. | 60 | 073 | LARGE LEAK TESTING |
| GOVT. | 72 | 074 | LARGE INSTRUMENTATION |
| GOVT. | 30 | 075 | SERVICE AND SPECIAL NUCLEAR MATERIAL STORAGE |
| GOVT. | 72 | 076 | LARGE CHEMISTRY LABORATORY |
| GOVT | 72 | 077 | BOILER INSTALLATION REPAIR AND EVALUATION BUILDING LARGE |
| GOVT | 60 | 078 | STORAGE BUILDING |
| ROCKWELL | 66 | 079 | CONTAMINATED EQUIPMENT STORAGE BUILDING |
| GOVT | 66 | 080 | CONTROL BUILDING - MISSION RADIOGRAPHY BUILDING |
| ROCKWELL | 66 | 083 | NEUTRON RADIOGRAPHY BUILDING |
| ROCKWELL | 65 | 100 | ADVANCED FUELED LABORATORY |
| ROCKWELL | 58 | 114 | DECONTAINER |
| ROCKWELL | 5K | 120 | SODIUM BURNING FACILITY |
| ROCKWELL | 66 | 143 | SODIUM REACTIVITY EXPERIMENT - D&D |
| GOVT. | 80 | 146 | CONTROL CENTER |
| ROCKWELL | 68 | 160 | HOT SHOP |
| ROCKWELL | 67 | 171 | X RAY BUILDING |
| ROCKWELL | 68 | 172 | X RAY BUILDING |
| ROCKWELL | 64 | 173 | CANNING/SAMPLING BUILDING |
| ROCKWELL | 48 | 185 | FIRE PUMP BUILDING - D&D |

| OWNER | ZONE | BUILDING NUMBER | DESCRIPTION |
|---|---|---|---|
| ROCKWELL | 10C | 314 | LARGE LEAK INJECTOR DEVICE ILLUSTRATE CONTROL BUILDING |
| GOVT. | 78 | 326 | FUEL OIL CONTROL BUILD NG |
| ROCKWELL | 70 | 330 | TIME CLOCK BUILDING |
| ROCKWELL | 70 | 343 | TIME CLOCK E BUILDING |
| ROCKWELL | 74 | 353 | RESEARCH AND DEVELOPMENT LABORATORY BUILDING |
| GOVT | 65 | 354 | GOVERNMENT EQUIPMENT TEST STRUCTURE |
| GOVT | 70 | 372 | FUEL CONTROL BUILDING |
| GOVT | 70 | 374 | SUPERVISORY SECURITY INSTALLATION |
| GOVT | 70 | 376 | SECURITY GUARD GATE TEST FACILITY CONTROL BUILDING |
| GOVT | 6K | 386 | RESEARCH AND DEVELOPMENT FACILITY |
| GOVT | 71 | 394 | COMPRESSOR BUILDING |
| GOVT | 78 | 95 | CHEMICAL STORAGE BUILDING |
| ROCKWELL | 64 | 365 | RESEARCH AND DEVELOPMENT LABORATORY BUILDING |
| ROCKWELL | 70 | 373 | TEST CELL - NEXT TEST BUILDING |
| GOVT | 70 | 374 | TEST CELL ENGINE |
| ROCKWELL | 70 | 375 | CONTROL BUILDING |
| GOVT. | 77 | 383 | SECURITY GUARD BUILDING |
| ROCKWELL | 60 | 436 | STORAGE FACILITY STORAGE |
| GOVT | 70 | 451 | SUPERVISORY STRUCTURE |
| GOVT. | 80 | 452 | UNINTERRUPTIBLE POWER SUPPLY |
| GOVT | 8F | 461 | MOTOR DISPATCH BUILDING |
| GOVT | 8F | 465 | SECURITY GATE FACILITY |
| GOVT | 8F | 465 | GATE |
| ROCKWELL | 8F | 465 | HYDRAULIC TEST INSTALLATION STATION BUILDING |
| GOVT | 78 | 480 | GOVERNMENT PROJECT OFFICES |
| GOVT | 79 | 485 | GUARD 24 HR COMPLEX |
| GOVT | 79 | 486 | WASTE BOILER TRAILER |
| GOVT | 79 | 487 | LABORATORY COMPLEX |
| GOVT | 79 | 490 | LABORATORY COMPLEX |
| GOVT | | 497 | LABORATORY COMPLEX |
| GOVT | | 498 | WASTE BOILER TRAILER |
| ROCKWELL | 6F | 500 | FURNISHED AS BOTTLE STORAGE DOCK |
| ROCKWELL | 6E | 501 | PARKING LOT |
| ROCKWELL | 70 | 502 | PARKING LOT |
| ROCKWELL | 68 | 503 | PARKING LOT |
| ROCKWELL | 68 | 504 | PARKING LOT |
| ROCKWELL | 6E | 505 | PARKING LOT |
| GOVT | | 506 | PARKING LOT |
| ROCKWELL | 6E | 507 | PARKING LOT |
| ROCKWELL | 6E | 508 | PARKING LOT |
| ROCKWELL | 6E | 509 | PARKING LOT |
| GOVT. | 6E | 510 | PARKING LOT |
| ROCKWELL | 70 | 511 | PARKING LOT |
| ROCKWELL | 6E | 512 | CHEMICAL STORAGE YARD |
| ROCKWELL | 68 | 513 | SEWAGE TREATMENT PLANT |
| ROCKWELL | 6F | 514 | SEWAGE TREATMENT PLANT |
| ROCKWELL | 6F | 515 | WASTE WATER RECYCLE TEST |
| ROCKWELL | 6F | 516 | WASTE SPRAY BOOTH |
| ROCKWELL | 6F | 517 | STORAGE BUILDING |
| GOVT | 70 | 518 | GARAGE SHOP |
| ROCKWELL | 6E | 519 | GARAGE SHOP |
| GOVT. | 6E | 520 | RADIOACTIVE SOLID STABLE WASTE STORAGE BUILDING |
| ROCKWELL | 6E | 521 | GUARD SHACK |
| GOVT | 6E | 522 | GUARD SHACK |
| ROCKWELL | 6E | 523 | CHEMICAL STORAGE YARD |
| GOVT. | 60 | 524 | GUARD SHACK |
| GOVT. | 60 | 525 | SEWAGE TREATMENT PLANT |
| GOVT | 6E | 526 | SEWAGE TREATMENT PLANT |
| GOVT | 6E | 527 | SEWAGE TREATMENT PLANT |
| GOVT | 6E | 528 | SEWAGE TREATMENT PLANT |
| GOVT. | 6E | 529 | SEWAGE TREATMENT PLANT |
| GOVT. | 6E | 530 | SEWAGE TREATMENT PLANT |
| GOVT. | 6E |

# APPENDIX "B"

A description of land belonging to Rockwell International Corporation under option to the United States Government defined as the "Site" under Article VII of the Contract.

## OPTION

Being a portion of Tract "A" of Rancho Simi, in the County of Ventura, State of California, as per map recorded in Book 3, Page 7 of Miscellaneous Records of said county, and being also portion of Parcel 6 and Parcel 5 of Record of Survey #49143 recorded December 1, 1955 in Book 18, Record of Surveys at Pages 61 to 67 inclusive, records of said county, described as a whole as follows:

1. Affecting a portion of Parcel 6 (18RS61):

   Beginning at a monument at the southeast corner of said Parcel 6; thence (1) Wly along the south boundary of Parcel 6 a distance of 607.39 feet; thence (2) leaving said boundary of Parcel 6, N41° 24' 25" W 351.11 feet; thence (3) West 317.72 feet; thence (4) South 268.52 feet more or less to the south boundary of Parcel 6; thence (5) Wly along the south boundary of Parcel 6 a distance of 1268.02 feet more or less to a monumemt at the southwest corner of Parcel 6; thence (6) continuing along each boundary course of Parcel 6 as shown on 18RS61 to the point of beginning.

   The area of the above described portion of said Parcel 6 is calculated to be 40.69 acres more or less.

2. Affecting a portion of Parcel 5 (18RS61):

   a. Beginning at a monument at the southeast corner of Parcel 6 of said 18RS61; thence (1) Sly along a prolongation of the east boundary of said Parcel 6 a distance of 250 feet to a monument; thence (2) S89° 25' 55" W 390.91 feet to a monument; thence (3) N41° 24' 25" W 330.85 feet more or less to the south boundary of Parcel 6; thence (4) Ely along the south bondary of Parcel 6 a distance of 607.39 feet more or less to the point of beginning.

      The area of the above described portion of said Parcel 5 is calculated to be 2.87 acres more or less.

b. Beginning at a monument at the southeast corner of Parcel 6 of said 18RS61; thence Wly along the south boundary of Parcel 6, a distance of 1157.38 feet to the true point of beginning; thence

( 1) S61° 45′ 45" E 520.07 feet; thence
( 2) S51° 20′ 47" W 376.54 feet, thence
( 3) N38° 39′ 13" W 80.91 feet; thence
( 4) West 313.87 feet; thence
( 5) N38° 20′ 02" W 148.33 feet; thence
( 6) North 48.21 feet; thence
( 7) S89° 25′ 55" W 379.55 feet; thence
( 8) S50° 55′ 55" W 112.00 feet; thence
( 9) S38° 20′ 02" E 211.00 feet; thence
(10) S51° 39′ 58" W 11.00 feet; thence
(11) S38° 20′ 02" E 24.00 feet; thence
(12) S51° 39′ 58" W 399.28 feet; thence
(13) S37° 15′ 43" E 309.95 feet; thence
(14) S52° 44′ 17" W 38.64 feet; thence
(15) S37° 11′ 25" E 177.41 feet; thence
(16) S58° 55′ 43" E 143.15 feet; thence
(17) S51° 58′ 52" W 76.01 feet; thence
(18) S71° 21′ 03" W 76.01 feet; thence
(19) West 940.78 feet; thence
(20) North 305.00 feet; thence
(21) West 253.50 feet; thence
(22) North 588.93 feet more or less to the northwest boundary of said Parcel 5; thence
(23) NEly along said boundary of Parcel 5, a distance of 735.98 feet more or less to a monument at the southwest corner of Parcel 6 of said 18RS61; thence
(24) Ely along the south boundary of Parcel 6 a distance of 1268.02 feet more or less to the true point of beginning.

The area of the above described portion of said Parcel 5 is calculated to be 37.54 acres more or less.

c. Beginning at a monument at the southeast corner of Parcel 6 of said 18RS61; thence Nly along the east boundary of Parcel 6 a distance of 511.08 feet to the true point of beginning; thence (1) continuing Nly along the east boundary of Parcel 6 a distance of 704.79 feet to the northeast corner of Parcel 6 (buried monument); thence (2) leaving

Parcel 6, NEly along the north boundary of Parcel 5 of said 18RS61 a distance of 557.24 feet; thence (3) leaving said boundary of Parcel 5, South 652.45 feet; thence (4) S72° 10′ 38" W 564.53 feet more or less to the true point of beginning.

The area of the above described portion of said Parcel 5 is calculated to be 8.44 acres more or less.

3. Record Maps:

The following maps are incorporated by reference and made a part hereof:

a. Record of Survey #49143 recorded December 1, 1955 in Book 18, Record of Surveys, at Pages 61 to 67 inclusive, Records of Ventura County, State of California.

b. Atomics International drawings 303-GEN-C94 and 303-GEN-C95 "Santa Susana Facility Survey Control Data."

4. Basis of Bearings:

The bearing S 0° 32′ 19" E of the east line of Parcel 6 of 18RS61 is the basis of bearings described herein.

5. Summary of Land Area:

| | In Acres |
|---|---|
| Parcel 6 (18RS61): | 43.345 |
| Parcel 5 (18RS61): | 429.281 |
| Option: | 89.54 |

| | | |
|---|---|---|
| Parcel 6: | | 40.69 |
| Parcel 5: | | 48.85 |
| 2a: | 2.87 | |
| 2b: | 37.54 | |
| 2c: | 8.44 | |

# ESTABLISHMENT OF FEES UNDER CONTRACT DE-AM03-76SF00700 FOR THE PERIOD OCTOBER 1, 1978 THROUGH SEPTEMBER 30, 1983

Each Government fiscal year, as soon as reasonably practicable after the issuance of the definitive work program for the year (Program Authorization and Financial Plan) to the Contractor by the Contracting Officer, the Government and the Contractor shall mutually determine the Preliminary Fee, the Base Fee, Straight Line Fee, and Maximum Award Fee for the year as follows, and the contract shall be modified to reflect such fees.

A. Preliminary Fee is an amount equal to the sum of:

1. The amount obtained by applying the following fee schedule to the agreed upon estimated cost of the work for the fiscal year excluding the estimated cost of:

   a. Government-furnished equipment, materials, and services, including irradiation units supplied by the DOE,

   b. Fixed fees paid to ETEC cost-type subcontractors,

   c. The supply and replenishment of the ETEC Materials Inventory Account, and

   d. Out-of-plant procurements and subcontracts related to the design and construction of new facilities, and the refurbishment, modification and component replacement of existing facilities. The procurements and subcontracts to be included in these categories shall in no way be dictated by the source of funds. The estimated costs of this work shall not include the fixed fee, if any, paid for CPFF type out-of-plant procurements and subcontracts.

   e. Work covered by paragraphs (D) and (H) below.

| Estimated Cost | Fee | Fee Percent | Increment Percent |
|---|---|---|---|
| $ 25,000 | $ 2,500 | 10.000% | 9.000% |
| 50,000 | 4,750 | 9.500 | 8.480 |
| 75,000 | 6,870 | 9.160 | 8.040 |
| 100,000 | 8,880 | 8.880 | 7.660 |
| 200,000 | 16,540 | 8.270 | 7.310 |
| 300,000 | 23,850 | 7.950 | 6.950 |
| 400,000 | 30,800 | 7.700 | 6.700 |
| 500,000 | 37,500 | 7.500 | 6.660 |
| 600,000 | 44,160 | 7.360 | 6.590 |
| 700,000 | 50,750 | 7.250 | 6.530 |
| 800,000 | 57,280 | 7.160 | 6.440 |
| 900,000 | 63,720 | 7.080 | 6.280 |
| 1,000,000 | 70,000 | 7.000 | 6.280 |
| 2,000,000 | 132,800 | 6.640 | 5.980 |
| 3,000,000 | 192,600 | 6.420 | 5.580 |
| 4,000,000 | 248,400 | 6.210 | 5.360 |
| 5,000,000 | 302,000 | 6.040 | 5.020 |
| 6,000,000 | 352,200 | 5.870 | 4.820 |
| 7,000,000 | 400,400 | 5.720 | 4.600 |
| 8,000,000 | 446,400 | 5.580 | 4.410 |
| 9,000,000 | 490,500 | 5.450 | 4.200 |
| 10,000,000 | 532,500 | 5.325 | 4.115 |
| 11,000,000 | 573,650 | 5.215 | 3.955 |
| 12,000,000 | 613,200 | 5.110 | 3.940 |
| 13,000,000 | 652,600 | 5.020 | 3.760 |
| 14,000,000 | 690,200 | 4.930 | 3.730 |
| 15,000,000 | 727,500 | 4.850 | 3.650 |
| 16,000,000 | 764,000 | 4.775 | 3.585 |
| 17,000,000 | 799,850 | 4.705 | 3.535 |
| 18,000,000 | 835,200 | 4.640 | 3.500 |
| 19,000,000 | 870,200 | 4.580 | 3.480 |
| 20,000,000 | 905,000 | 4.525 | 3.412 |
| 21,000,000 | 939,120 | 4.472 | 3.350 |
| 22,000,000 | 972,620 | 4.421 | 3.294 |
| 23,000,000 | 1,005,560 | 4.372 | 3.244 |
| 24,000,000 | 1,038,000 | 4.325 | 3.200 |
| 25,000,000 | 1,070,000 | 4.280 | 3.136 |
| 26,000,000 | 1,101,360 | 4.236 | 3.129 |
| 27,000,000 | 1,132,650 | 4.195 | 3.047 |
| 28,000,000 | 1,163,120 | 4.154 | 3.038 |
| 29,000,000 | 1,193,500 | 4.115 | 2.900 |
| 30,000,000 | 1,222,500 | | |

30M
653,968
18,965
672933

1,222,500
18,965
1,241,465

$30,653,968

4.1929057%

and,

2. The amount equal to 2.75% of the estimated cost of out-of-plant procurements and subcontracts related to the design and construction of new facilities, and the refurbishment, modification and component replacement of existing facilities. The procurements and subcontracts to be included in these categories shall in no way be dictated by the source of funds. The estimated costs of this work shall not include the fixed fee, if any, paid for CPFF-type out-of-plant procurements and subcontracts.

B. Base Fee is an amount equal to 65% of Preliminary Fee.

C. Maximum Award Fee is an amount equal to 70% of Preliminary Fee.

D. Straight Line Fee is an amount equal to 2.75% of:

1. The estimated costs of ETEC facility related DOE prime or subcontracts for which the ETEC has been directed in writing by the Contracting Officer to act as Technical Manager. Such estimated costs shall not include the applicable fixed fee, if any, payable to such DOE Prime or Subcontractors.

2. Any change in the authorized level of the ETEC Materials Inventory. (Note: If the Materials Inventory level is reduced, this may result in the Straight Line Fee being negative. In such cases the contract base fee would be reduced by the amount of the negative Straight Line Fee.)

3. The estimated amount of any ETEC Material Inventory items transferred to non-ETEC projects.

E. As soon as practicable but not later than the beginning of each Government fiscal year, the Government shall establish and furnish the Contractor with an Award Fee Plan for the year. The Award Fee Plan shall set forth the milestones and objectives which the Government desires the Contractor to accomplish in the performance of the work and any pertinent criteria and the weighting factors that the Government will use in evaluating the Contractor's performance. The Award Fee Plan shall provide the Contractor the opportunity to earn the full amount of the Maximum Award Fee for superior performance. The Government may consult with the Contractor in the development of Award Fee Plans and may furnish Contractor with preliminary drafts of Award Fee Plans.

The Contractor's performance will be evaluated and rated by DOE in accordance with the following adjective ratings:

| Adjective Rating | Percentage Rating | Definition |
|---|---|---|
| Excellent | 81-100 | Of exceptional merit; exemplary performance in a timely, efficient and economical manner. Very minor deficiencies with no effect on overall performance. |
| Very Good | 61-80 | Very effective performance; fully responsive to contract requirements; more than adequate results; reportable deficiencies, but with little identifiable effect on overall performance. |
| Satisfactory | 41-60 | Effective performance; responsive to contract requirements; adequate results. Reportable deficiencies with identifiable, but no substantial effect on overall performance. |
| Marginal | 1-40 | Meets minimum acceptable standards; useful levels of performance, but suggests remedial action. Reportable deficiencies which adversely affect overall performance. |
| Unsatisfactory | 0 | Below minimum acceptable standards, poor performance, inadequate results; requires prompt remedial action. Significant deficiencies. |

Award Fee Plans will provide for evaluation on a trimester basis for the periods ending January 31, May 31, and September 30 each year.

Within 10 calendar days of the end of each evaluation period, the Contractor may contribute to the evaluation process by submitting to the Contracting Officer a summary and recommendation regarding the performance and attendant Award Fee for the

period, or alternatively the Contractor may elect to meet with representatives of the Contracting Officer to furnish its summary and recommendation. At its earliest convenience after receipt of the Contractor's summary and recommendation, the Contracting Officer will inform the Contractor of its "final Award Fee determination" for the evaluation period under consideration (it should be noted that this is a unilateral Government determination). Prior to such notification, the report on which the "final Award Fee determination" is based shall have been reviewed informally with the Contractor and modified as appropriate. All notifications noted herein shall be in writing.

The amount to be included in the "final Award Fee determination" for the evaluation period shall be determined as provided in ERDAPR 9-3.405-50 (Sept. 77 ed.). In addition, the Contractor shall have no right of appeal under the Article of Contract No. DE-AM03-76-SF00700 entitled "DISPUTES" with regard to any decision of the Contracting Officer to grant or not to grant an Award Fee nor as to the dollar amount of any Award Fee granted.

F. The Government retains the right unilaterally to change Award Fee Plans. However, the Government will consult with the Contractor and consider Contractor's views on any changes to such plans. Normally, changes will not be made to an Award Fee Plan affecting milestones or objectives of the current evaluation period. If it is necessary to change milestones or objectives of current period during the current period, the evaluation of Contractor's performance will take into consideration the effort and results obtained with respect to the former milestones and objectives as well as the time required for Contractor to initiate performance with respect to the changed milestones or objectives.

G. It is anticipated that the principal portions of the work under the contract will be covered by the Award Fee Plan each year; however, the Government may require that any portion of the work be exempted from the Award Fee Plan. The Preliminary Fee for any such exempted portions of the work shall be added to the Base Fee.

H. For GFY 1979, the estimated cost of all nonnuclear work shall be deducted from the estimated cost used to determine the Preliminary Fee. A Nonnuclear Fee shall be determined by separately applying the fee schedule set out in Paragraph A above, in the

same manner as is done to obtain the Preliminary Fee to (1) the Contractor's estimated cost of performance of Technical Management services for DOE prime or subcontracts for which the Contractor has been directed in writing by the Contracting Officer to act as Technical Manager, and (2) the estimated cost of other nonnuclear work. The GFY 1979 nonnuclear fee shall be the sum of (1) and (2) above and shall be added to and become a part of the Base Fee. The parties may agree at a later date on the fee treatments for different kinds or categories of work after GFY 1979 and this Appendix will be modified accordingly.

I. If at any time DOE changes its fee policy with respect to Operating Contracts, the Contractor may request that this Appendix be modified to conform to the new policy and the Contract will be modified accordingly.

Contract No. DE-AM03-76SF00700

# APPENDIX K

## KEY PERSONNEL

The following individuals are identified as key personnel under Clause 13 of the contract.

| | |
|---|---|
| J. C. Cochran | Vice President and General Manager |
| W. S. DeBear | Manager, Operations |
| L. B. Copeland | Manager, Quality Assurance |
| L. J. Auge | Manager, Facilities Design |
| R. E. Fenton | Manager, Test Engineering |

Contract No. DE-AM03-76SF00700

APPENDIX TO ARTICLE V - PAYMENTS
FORMAT OF SPECIAL BANK ACCOUNT AGREEMENT

Agreement entered into this _____ day of _____, 197____, between the United States of America (hereinafter called the Government), represented herein by the Department of Energy (hereinafter referred to as "DOE"), Rockwell International Corporation, hereinafter called the "Contractor", a corporation existing under the laws of the State of Delaware, and _____ hereinafter called the Bank, a banking corporation existing under the laws of the State of California, located at _____

RECITALS

(a) Under date of October 1, 1966, the Commission and the Contractor entered into Contract No. EY-76-C-03-0700, providing for the making of advances of Government funds to the Contractor. Copy of such advance provisions has been furnished to the Bank.

(b) DOE requires that amounts advanced to the Contractor under said contract be deposited in a Special Bank Account or accounts with a bank designated by the Treasury Department as a depository and financial agent of the government (Section 10 of the Act of June 11, 1942, 56 Stat. 356; 12 U.S.C. 265), separate from any of the Contractor's general or other funds; and, the Bank being such a bank, the parties are agreeable to so depositing said amounts with the Bank.

(c) This Special Bank Account shall be designated:

"Rockwell International Corporation EY-76-C-03-0700
United States Department of Energy Special Bank Account."

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

(1) The Government shall have title to the credit balance in said account to secure the return of all advances made to the Contractor, which title shall be superior to any lien or claim of the Bank or others with respect to such account.

(2) The Bank will be bound by the provisions of said contract or contracts relating to the deposit and withdrawal of funds in the above Special Bank Account, but shall not be responsible for the application of funds properly withdrawn from said account. After receipt by the Bank of written directions from the Contracting Officer, or from the duly authorized representative of the Contracting Officer, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions.

(3) The Government, or its authorized representative, shall have access to the books and records maintained by the Bank with respect to such Special Bank Account at all reasonable times and for all reasonable purposes, including, without limitation, the inspection or copying of such books and records and any and all memoranda, checks, correspondence or documents appertaining thereto. Except as agreed upon by the Government and the Bank, all books and records pertaining to the Special Bank Account in the possession of the Bank relating to the Special Bank Account agreement shall be preserved by the Bank for a period of three (3) years after final payment under the contract to which the Special Bank Account agreement pertains or otherwise disposed in such manner as may be agreed upon by the Government and the Bank.

(4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Bank Account, the Bank will promptly notify the head of the procuring activity, DOE.

In witness whereof the parties hereto have caused this agreement to be executed as of the day and year first above written.

DATE

_____ Rockwell International Corporation

_____ _____

_____ Department of Energy

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A036 36 | 04-30-79 | | |

5. ISSUED BY — CODE

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE

7. CONTRACTOR NAME AND ADDRESS — CODE — FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Energy Systems Group
Rockwell International Corp.
P.O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700 C
DATED 11-01-66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. So much of paragraph (a) of Article III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads "Two Hundred Sixty One Million, Two Hundred Thousand, Seven Hundred Twenty One dollars ($261,200,721.)" is revised to read "Two Hundred Sixty Million, Seven Hundred Thirty Thousand, Six Hundred Twenty One dollars ($260,730,621.)"

2. The figure "$765,661" in sub-subparagraph (b)(3)(ii) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$560,464," and there is added to subparagraph (b)(3) a new sub-subparagraph v) reading as follows:

"v) $205,197 in award fee for the period 10-1-78 to 1-31-79."

3. The figure "$248,740,382" in paragraph (c) of Article IV - ALLOWABLE COST AND FEES - is revised to read "$248,270,282".

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER *(Type or print)*
R. G. Jones, Vice President & Controller, Finance & Administra

16. DATE SIGNED
5/11/79

17. UNITED STATES OF AMERICA
BY _____
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER *(Type or print)*
Gene R. Staffy

19. DATE SIGNED
5/16/79

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A037 | 7-15-79 | | 1-76SF00700 |

5. ISSUED BY — CODE
Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE

**EXECUTED COPY**

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE — FACILITY CODE

Energy Systems Group
Rockwell International Corp.
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF007(
DATED 11-01-66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☐ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. So much of paragraph (a) of Article III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads "Two Hundred Sixty Million, Seven Hundred Thirty Thousand, Six Hundred Twenty One dollars ($260,730,621.)" is revised to read "Two Hundred Sixty Two Million, Four Hundred Fifteen Thousand, Seventy-Six ($262,415,076.)"

2. Subparagraphs (1), and (3) of paragraph (b) of Article IV - ALLOWABLE COSTS and FEES - are revised to read as follows:

(1) The total fee for the Contract for work performed through September 30, 1978 is $10,876,213.

(3) Fee for the period October 1, 1978 through September 30, 1979 is $1,630,331 comprised of:

i) $711,159 in base fee.
ii) $385,127 in award fee pool, not now awarded or available to the contractor.

**EXECUTED COPY**

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY _____ (Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)
R. G. Jones, Vice President & Controller, Finance & Administration

16. DATE SIGNED
8-8-79

17. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)
Gene P. Stoffy, Contracts and Management Systems Branch Procurement Division

18. NAME OF CONTRACTING OFFICER (Type or print)

19. DATE SIGNED
8/13/79

iii) $63,194 in Technical Management Fee.
iv) $90,317 in nonnuclear fee.
v) $205,197 in award fee for the period 10-1-78 to 1-31-79.
vi) $175,337 in award fee for the period 2-1-79 to 5-31-79.

3) The figure "$248,270,282" in paragraph (c) of Article IV - ALLOWABLE COST AND FEES - is revised to read "$249,908,532".

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | 1

| 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|
| A038 / 9/15/79 | | |
| CODE | 6. ADMINISTERED BY *(If other than block 5)* | CODE |

partment of Energy
33 Broadway
kland, CA 94612

7. CONTRACTOR NAME AND ADDRESS — CODE — FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00
DATED 11-01-66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or tel which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 tel or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. So much of paragraph (a) of Article III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads "Two Hundred Sixty Two Million, Four Hundred Fifteen Thousand Seventy-Six $262,415,076)" is revised to read "Two Hundred Sixty Nine Million, Seven Hundred Forty Eight Thousand, Five Hundred Twenty Two ($269,748,522)."

2. Subparagraphs (3) and (4) of paragraph (b) of Article IV - ALLOWABLE COSTS AND FEES - are revised to read as follows:

"(3) Fee for the period October 1, 1978 through September 30, 1979 is $1,445,202 comprised of

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING C

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* / 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* / 19. DAT |

12. DESCRIPTION OF AMENDMENT/MODIFICATION

(i) $711,159 in base fee.
(ii) $199,998 in award fee pool, not now awarded
(iii) $ 63,194 in Technical Management Fee
(iv) $ 90,317 in non-nuclear fee
(v) $205,197 in award fee for the period 10/1/78 to 1/31/79
(vi) $175,337 in award fee for the period 2/1/79 to 5/31/79

(4) It is mutually agreed that the maximum Award Fee allocable for the performance period 10/1/78 through 9/30/79 is $580,532. The award fee will be awarded on a trimester basis and the contract will be modified as required to account for the award."

3. There is added to paragraph (b) of Article IV - ALLOWABLE COSTS AND FEES - a new sub-paragraph 7 reading as follows:

"(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS - There is established a provisional fee of $263,188 for the period beginning 10/1/79."

4. The figure "$249,908,532" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEE - is revised to read "$257,163,919".

| ...INISTRATION (FR) 1-16.101 | AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1 |
|---|---|---|---|
| ...DIFICATION NO. ...9 A039 | 2. EFFECTIVE DATE 10/22/79 | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
| ...D BY | CODE | 6. ADMINISTERED BY *(If other than block 5)* | CODE |

...partment of Energy
...33 Broadway
Oakland, CA 94612

| 7. CONTRACTOR NAME AND ADDRESS | CODE | FACILITY CODE | 8. |
|---|---|---|---|
| Energy Systems Group<br>Rockwell International Corp.<br>PO Box 309<br>Canoga Park, CA 91304 *(Street, city, county, state, and ZIP Code)* | | | ☐ AMENDMENT OF SOLICITATION NO. _____<br>DATED _____ *(See block 9)*<br>☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF0070<br>DATED 11-01-66 *(See block 11)* |

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or teleg which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR A 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 teleg or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☐ This Supplemental Agreement is entered into pursuant to authority of P.L.95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. So much of paragraph (a) of Article III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads "Two Hundred Sixty Nine Million, Seven Hundred Forty Eight Thousand, Five Hundred Twenty Two ($269,748,522.)" is revised to read "Two Hundred Sixty Nine Million, Nine Hundred Fifty One Thousand, Five Hundred Twenty Two ($269,951,522.)"

2. So much of subparagraph 7 of paragraph (b) of Article IV - ALLOWABLE COSTS AND FEES - as reads"$263,188" is revised to read "$272,853."

3. The figure "$257,163,919" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$257,357,254."

...cept as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ...NTRACTOR/OFFEROR IS NOT REQUIRED SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 14. ... OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| Rockwell International Corp., Energy Systems Group<br>BY _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGN... |
| R. G. Jones, Vice President & Controller, Finance & Administration | | | |

OBLIGATION DATA SHEET
MODIFICATION A039
CONTRACT DE-AM03-76SF00700
ETEC

| | Cost | Fee | Total |
|---|---|---|---|
| Prior Contract Obligation Through A038 | $257,163,919 | $12,584,603 | $269,748,522 |
| New Funds This Mod A039 | 193,335 | 9,665 | 203,000 |
| Total Contract | $257,357,254 | $12,594,268 | $269,951,522 |

(of the $269,951,522 total contract obligation, $188,362,460 is for reimburseable and operating expense, $23,673,766 is for equipment, and $57,915,296 is for plant.)

Detail of new fund obligations:

| 189# | Cost | Fee | Total |
|---|---|---|---|
| 16843 | $ 119,048 | $ 5,952 | $ 125,000 |
| 16867 | 28,572 | 1,428 | 30,000 |
| 16868 | 28,572 | 1,428 | 30,000 |
| 16869 | 17,143 | 857 | 18,000 |
| Total | $ 193,335 | $ 9,665 | $ 203,000 |

SF00700 - 1

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 2

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A040 | 10/1/79 | | |

ISSUED BY CODE

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

EXECUTED COPY

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

(Street, city, county, state, and ZIP Code)

ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORP.
P. O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of P.L. 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Two Hundred Sixty Nine Million, Nine Hundred Fifty One Thousand, Five Hundred Twenty Two ($269,951,522.)" is revised to read "Two Hundred Ninety Five Million, Six Hundred Forty Two Thousand, Three Hundred Forty ($295,642,340.)"

2. Paragraph (b) of Article IV - Allowable Costs and Fees - is revised to read as follows:

"(b) Fees

(1) The total fee for the contract for work performed through September 30, 1979 is $12,419,837.

(2) Fees shall be established for work to be performed during each subsequent fiscal year pursuant to Appendix J.

(continued on page 2)

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| (Signature of person authorized to sign) | BY (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER (Type or print): R. G. Jones, Vice President & Controller, Finance & Administration | 16. DATE SIGNED: 12/17/79 |
| | 18. NAME OF CONTRACTING OFFICER (Type or print): Joe La Grone, Manager |
| | 19. DATE SIGNED: DEC 20 1979 |

(3) Fee for the period October 1, 1979 through September 30, 1980 is $1,840,744 and is comprised of:

(i) $830,227 in base fee
(ii) $894,091 in award fee pool, not now awarded or available to the Contractor.
(iii) $86,094 in provisional non-nuclear fee
(iv) $30,332 in provisional technical management fee

(4) It is mutually agreed that the maximum Award Fee allocable for the performance period 10/1/79 through 9/30/80 is $894,091. The Award Fee will be awarded on a trimester basis and the contract will be modified as required to account for award.

(5) All fee, exclusive of the Trimester Award Fee, shall be paid in equal monthly installaments, all in accordance with paragraph (a) of the Article entitled, "PAYMENTS".

(6) Estimated revenues and receipts from others for work and services to be performed under this contract are not included in the amount obligated with respect to this contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be available and used for the payment of allowable costs as provided in the article entitled, "PAYMENTS". Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in Financial Plans established by DOE and furnished to the Contractor from time to time under this contract."

3. The figure "$257,357,254" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$281,381,759."

STANDARD FORM ~~30, JULY~~ 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A041 | 10/1/79 | | |

5. ISSUED BY — CODE: HICKMAN

DEPARTMENT OF ENERGY
FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE:

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE: — FACILITY CODE:

ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORP.
P.O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)

☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☐ This Supplemental Agreement is entered into pursuant to authority of P.L. 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13.
☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)
R. G. Jones, Vice President & Controller
Finance & Administration

16. DATE SIGNED
3/11/80

17. UNITED STATES OF AMERICA
BY Kathleen M. Day
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print)
Contracting Officer

19. DATE SIGNED
3/18/80

ATTACHMENT A

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Two Hundred Ninety Five Million, Six Hundred Forty Two Thousand, Three Hundred Forty ($295, 642,340.)" is revised to read "Two Hundred Ninety Six Million, Six Hundred Twenty Nine Thousand, Three Hundred Forty ($296,629,340.)"

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS and FEES is revised to read as follows:

   "(3) Fee for the period October 1, 1979 through September 30, 1980 is $1,887,745 and is comprised of:

   (i) $830,227 in base fee.

   (ii) $894,091 in award fee pool, not now awarded or available to the contractor.

   (iii) $133,095 in provisional non-nuclear fee.

   (iv) $30,332 in provisional technical management fee.

3. The figure "$281,381,759" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read $282,321,758."

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corp.
P. O. Box 309
Canoga Park, CA 91304

SUBJECT: Modification No. A041, Contract DE-AM03-76SF00700

Dear Mr. Wheeler:

Enclosed are two copies of the subject modification. This modification provides $987,000 additional funding for FY 80 work. The fees for "non-nuclear" are provisional, pending establishment of the FY 80 funding for those tasks.

Also enclosed is Obligation Data Sheet showing the funding detail.

If this modification is acceptable please have both copies signed on behalf of NSG and return them to this office. We will obtain the Contracting Officer's signature and return one fully executed copy to you.

Sincerely,

David W. Hickman
Contract Specialist

Enclosures:
As stated

PRO
HICKMAN

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M042 | 3/01/80 | | |

5. ISSUED BY CODE
U. S. Department of Energy
San Francisco Operations Office
333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE DH

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Energy Systems Group
Rockwell International Corp.
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of mutual agreement of the parties

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
| | | | |

30-101

☆ U.S. Government Printing Office: 1978—261-647/3583

Attachment A
Modification M042
Contract No. DE-AM03-76SF00700

1. There is added to para (f) of Article VI-Definitions the following as subparagraph (XXIV):

"(XXIV) Hydraulic test facility (Building UOS 473, 863). The unconditional transfer of ownership of this facility (improvements only and exclusive of underlying land) from the contractor or to the government shall be effective February 1, 1980. Such transfer is made in consideration of possible planned improvements in, and future use of, the facility by DOE under Contract DE-AM03-76SF00700 or other government contracts with Rockwell International Corporation."

2. There is added to para. 2 of Appendix B to the contract (as attached to Modification A035) the following as subparagraph d:

"d. Beginning at a monument at the southwest corner of Parcel 6 of said 18RS61; thence South a distance of 1720.14 feet; thence West a distance of 67.02 feet to the true point of beginning; thence (1) South 250.00 feet; thence (2) East 135.00 feet; thence (3) North 250.00 feet; thence (4) West 135.00 feet to the true point of beginning.

The area of the above described portion of said Parcel 5 is calculated to be 0.77 acres more or less."

3. Para. 5 of said Appendix B is considered to read as follows:

"5. Summary of Land Area — In Acres

| | |
|---|---|
| Parcel 6 (18RS61) | 43.345 |
| Parcel 5 (18RS61): | 429.281 |
| Option: | 90.31 |

| | | |
|---|---|---|
| Parcel 6: | | 40.69 |
| Parcel 5: | | 49.62 |
| | 2a: 2.87 | |
| | 2b: 37.54 | |
| | 2c: 8.44 | |
| | 2d: 0.77 | |

4. Clauses 6, 7, 10, and 11 of the contract General Provisions entitled respectively "Utilization of Small Business Concerns," "Small Business Subcontracting Program," "Utilization of Minority Business Enterprises" and "Minority Business Enterprises Subcontracting Program" are deleted. New clauses 6 and 7 of the General Provisions reading and titled as follows are added to the General Provisions with numbered clauses 10 and 11 reserved without content for future use:

CLAUSE 6 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The Contractor further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) (1) The term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.[1]

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

[1]Regulations of the Small Business Administration (13 CFR, Part 121)

CLAUSE 7 SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS.

(a) The contractor agrees to comply in good faith with the small and small disadvantaged business concerns subcontracting plan approved by the Contracting Officer which is hereby incorporated in and made a part of this contract as Appendix L. In this connection, the contractor shall:

(1) Use his best effort to attain such percentage goals as may be set forth in the plan;

(2) Designate an individual who will: (i) maintain liaison with the Government on matters relating to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; (ii) supervise compliance with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals;" and (iii) administer the contractor's plan.

(3) Provide adequate and timely consideration of the potentialities of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals in all "make-or-buy" decisions.

(4) Assure that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of such conerns. Where the Contractor's lists of potential subcontractors which are small business and small business concerns owned and controlled by socially and economically disadvantaged individuals are excessively long, reasonable effort shall be made to give all such concerns an opportunity to compete over a period of time.

(5) Maintain records showing: (i) whether each prospective subcontractor is a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals; (ii) procedures which have been adopted to comply with the plan and the policies set forth in this clause; and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding $10,000, information substantially as follows:

(A) Whether the award went to large business, small business, or small business owned and controlled by socially and economically disadvantaged individuals.

(B) Whether small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals were solicited.

(C) The reason for nonsolicitation of small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals if such was the case.

(D) The reason for failure of small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals to receive the award if such was the case when such firms were solicited.

The records maintained in accordance with (5)(iii) above may be in such form as the contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the contractor's cognizant liaison officer for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review by the Government until the expiration of one year after the expiration of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(6) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of $10,000 if (i) no small business concern or small business concern owned and controlled by socially and economically disadvantaged individuals is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the contractor's reason for non-solicitation of small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals and will be given as early in the procurement cycle as possible so that the Contracting Officer may give Small Business Administration (SBA) timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.

(7) Include the "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socialy and Economically Disadvantaged Individuals" clause in all subcontracts which offer further subcontracting opportunities.

(8) Cooperate in any studies or surveys of the Contractor's subcontracting procedures and practices as may be required by the Department of Energy or the Small Business Administration.

(9) Submit quarterly reports of subcontracting to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals on such forms as may be specified elsewhere in this contract.

(b) The Contractor agrees that, in the event he fails to comply in good faith with his contractual obligations concerning the plan or the clause entitled "Utilization of Small Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" this contract may be terminated, in whole or in part, for default.

(c) The Contractor further agrees to insert in all subcontracts hereunder (except those with small business concerns) which contain the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" and which may exceed $1,000,000 in the case of a subcontract for the construction of any public facility or in excess of $500,000 in the case of all other subcontracts provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

(d) The provisions of this clause shall not apply to small business concerns.

5. Clause 25 of the General Provisions entitled Disputes is amended to read as follows:

CLAUSE 25 DISPUTES

(a) Failure of the parties after a reasonable time to reach an agreement on a request for the payment of money or adjustment of contract terms shall constitute a dispute that is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601, et. seq.). If a dispute arises relating to the contract, the Contractor shall submit a claim in writing to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1318).

(b) In the case of claims for payment exceeding $50,000, or with any amendment causing the total request in dispute to exceed $50,000, the Contractor shall certify, before settlement or decision of the Contracting Officer on the claim, as follows:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(Contractor's Name)

_____

Title _____

(c) The Government shall pay the Contractor interest:

(1) On the amount found due and unpaid on claims submitted under this clause;

(2) At the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;

(3) From the date the Contracting Officer receives the claim, until the Government makes payment.

(d) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(e) The Contractor shall comply with any decision of the Contracting Officer and proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal, or action related to this contract, except where there has been a material breach of the contract by the Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where the head of the agency has made a written determination that continuation of work under the contract is essential to the national defense or the Public Health and Safety.

6. Clause 34 of the General Provisions entitled Safety and Health is amended to read as follows:

"34 Safety and Health

To the extent that any work hereunder is performed at the Santa Susana site as that sight is defined in para. (b) of Article VII - Special Property Provisions - the following shall apply:

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of DOE. The Contracting Officer shall notify in writing, the contractor of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action. The contractor shall submit a management program and implementation plan to the Contracting Officer for review and approval within 30 days after the date of award of this contract. In the event that the contractor fails to comply with said regulations or requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT



| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A043 | 4/02/80 | Financial Plan | |

5. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE DH

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE — FACILITY CODE

Energy Systems Group
Rockwell International Corp.
P.O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☐ This Supplemental Agreement is entered into pursuant to authority of mutual agreement of the parties

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER (Type or print): R. G. Jones, Vice President & Controller, Finance & Administration | 16. DATE SIGNED: 5/6/80 |
| 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |

10-101

☆ U.S. Government Printing Office: 1978—261-647/3583

Attachment A
Modification A043
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Two Hundred Ninety-Six Million, Six Hundred Twenty-Nine Thousand, Three Hundred Forty ($296,629,340)" is revised to read "Two Hundred Ninety-Six Million, Three Hundred Eighty One Thousand, Three Hundred Eighty-Eight ($296,381,388)".

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV-ALLOWABLE COST AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1979 through September 30, 1980 is $1,880,189 (a reduction of $ 7,556 from 1,887,745) and is comprised of:

(i) $817,907 in base fee.
(ii) $644,193 in award fee pool, not awarded or available to the contractor.
(iii) $158,668 in provisional non-nuclear fee.
(iv) $ 9,523 in provisional technical management fee.
(v) $249,898 in award fee for the period October 1, 1979 to January 31, 1980.

3. The figure "282,321,758" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$282,069,042."

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| M044 | 06/01/80 | | |

5. ISSUED BY CODE
Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE DH

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corp.
P.O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8. ☐ AMENDMENT OF SOLICITATION NO. _____, DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Key Personnel Clause of the General Provisions
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The name "J. C. Cochran" of APPENDIX K - KEY PERSONNEL is deleted and the name "W. C. Wieseneck" is substituted therefor as Vice President and General Manager.
H.

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN two COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| R. G. Jones (Signature of person authorized to sign) | | BY David W. Hickman (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| R. G. Jones, Vice President and Controller, Finance & Administration | 5/19/80 | David W. Hickman | MAY 29 1980 |

30-101

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A045 | 07/15/80 | Financial Plan | |

5. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE DH

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE — FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☐ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN two COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY L W Wheeler (Signature of person authorized to sign) | BY _____ (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER (Type or print): L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED: 8/1/80 |
| 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |

Attachment A
Modification A045
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads "Two Hundred Ninety-Six Million, Three Hundred Eighty-One Thousand, Three Hundred Eighty-Eight ($296,381,388)" is revised to read "Three Hundred Three Million, Eight Hundred Ninety Thousand, Three Hundred Eighty-Eight ($303,890,388)."

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1979 through September 30, 1980 is $2,001,508 (an increase of $121,319 from $1,880,189) and is comprised of:

(i) $817,907 in base fee.

(ii) $644,193 in award fee pool, not awarded or available to the Contractor.

(iii) $267,966 in non-nuclear fee.

(iv) $21,544 in Technical Management fee.

(v) $249,898 in award fee for the period October 1, 1979 to January 31, 1980.

3. The figure "$282,069,042" in paragraph (i) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "289,485,751." (An increase of $7,416,709.)

OBLIGATION DATA SHEET
MODIFICATION A045
CONTRACT DE-AM03-76SF00700

ETEC

| | COST | FEE | TOTAL |
|---|---|---|---|
| Prior Obligations through A044 | $282,069,042 | $ 14,312,346 | $296,381,388 |
| This Mod. A045 | 7,416,709 | 92,291 | 7,509,000 |
| Total | $289,485,751 | $ 14,404,637 | $303,890,388 |

(Of the total contract obligation $201,758,069 is reimbursable and operating expense; $24,679,766 is for equipment; $63,047,916 is for plant; and $14,404,637 is for fee.)

DETAIL OF MODIFICATION A045 OBLIGATIONS

| PROGRAM | B&R NO. | COST | FEE | TOTAL | REF. |
|---|---|---|---|---|---|
| 16840 | EA0201 | 23,329 | 6,671 | 30,000 | 1 |
| 16843 | AN-35 | <6,534> | 6,534 | 0 | |
| 16845 | AN-10 | <11,686> | 11,686 | 0 | |
| 16864 | AA-15-10-05 | 10,125 | <10,125> | 0 | 2 |
| 16865 | AM-15-15 | <1,789> | 1,789 | 0 | |
| 16866 | CC-10-03 | 62,878 | 5,122 | 68,000 | 3 |
| 16870 | EA-01 | 468,281 | 31,719 | 500,000 | 4 |
| 16872 | AN-10 | <1,890> | 1,890 | 0 | |
| 16867 | 40-10-01-06-1 | <1,329> | 1,329 | 0 | |
| 16868 | 40-10-01-02-0 | <2,402> | 2,402 | 0 | |
| 16871 | 40-10-01-02-0 | <154> | 154 | 0 | |
| 39AM | 80-G | 1,800 | <1,800> | 0 | |
| 16873 | WB | <224> | 224 | 0 | |
| 16874 | WB | <286> | 286 | 0 | |
| 16875 | AC-15-05-10-1 | 18,843 | 1,157 | 20,000 | 5 |
| 16869 | YN-10-01 | <695> | 695 | 0 | |
| 16863 | WB | <656> | 656 | 0 | |
| ~~16876~~ 16877 | CC-10-03 | 32,976 | 2,024 | 35,000 | 6 |
| ~~16877~~ 16876 | AC-20-05-10 | 282,648 | 17,352 | 300,000 | 7 |
| SL042 | AF-15-30-10 | 16,000 | 0 | 16,000 | 8 |
| 16849 | AN-10 | <5,840> | 5,840 | 0 | 9 |
| 79-1-M | | (6,686) | 6,686 | 0 | 10 |
| | | GSO | | | |
| 16870 | EA01 | 1,000,000 | 0 | 1,000,000 | |
| SL042 | AF-15-30-10 | 5,500,000 | 0 | 5,500,000 | |
| SL048 | AF-15-10-05 | 40,000 | 0 | 40,000 | |

Reference:

Nos. 1, 3, 4, 5, 6, 7 and 8 contain new funds since F.P. No. 3, excluding GSO.

No. 2 reduces the amount obligated for fee by $10,125, from ~~$50,838~~ 48,795 to ~~$40,713~~ 38,670. The ~~$50,838~~ 48,795 consists of GSO fee obligated in Modification A038 totaling $21,428 and ~~$29,410~~ 27,367 in fee from FY 79 Cost Ceiling carried over into the FY 80 FIN PLAN of $700,000.

Nos. 9 and 10 are adjustments for Tech management fee. 79-1-M was obligated as cost only in FY 79 with $90,000 to be subject to fee in FY 80.

NON-NUCLEAR FEE

| 189 NO. | B&R | COST | FEE | TOTAL |
|---|---|---|---|---|
| Tech Management Projects | | | | |
| 16849 | AN-10 | 185,142 | 14,858 | 200,000 |
| 79-1-M | | 88,314 | 6,686 | 90,000 |
| | | 268,456 | 21,544 | 290,000 |
| Other non-nuclear | | | | |
| 16840 | EA0201 | 263,805 | 16,195 | 280,000 |
| 16843 | AN-35 | 583,942 | 36,058 | 620,000* |
| 16845 | AN-10 | 521,647 | 38,353 | 560,000* |
| 16864 | AA-15-10-05 | 659,287 | 40,713 | 700,000* |
| 16865 | AM-15-15 | 164,878 | 10,122 | 175,000 |
| 16866 | CC-10-03 | 141,324 | 8,676 | 150,000 |
| 16870 | EA-01 | 706,376 | 43,624 | 750,000* |
| 16872 | AN-10 | 174,300 | 10,700 | 185,000 |
| 16867 | 40-10-01-06-1 | 122,481 | 7,519 | 130,000 |
| 16868 | 40-10-01-02-0 | 221,408 | 13,592 | 235,000 |
| 16871 | 40-10-01-02-0 | 14,132 | 868 | 15,000 |
| 80-G | 39 AM | 141,324 | 8,676 | 150,000 |
| | 35 AN 10 | 100,000 | 0 | 100,000 |
| 16873 | WB | 20,728 | 1,272 | 22,000 |
| 16874 | WB | 26,381 | 1,619 | 28,000 |
| 16875 | AC-15-05-10-1 | 18,843 | 1,157 | 20,000 |
| 16869 | YN-10-01 | 64,067 | 3,933 | 68,000 |
| 16863 | WB | 104,580 | 5,420 | 110,000 |
| 16877 | CC-10-03 | 32,976 | 2,024 | 35,000 |
| 16876 | AC-20-05-10 | 282,555 | 17,445 | 300,000* |
| | Total | 4,365,034 | 267,966 | 4,633,000 |
| | Grand Total | 4,633,490 | 289,510 | 4,923,000 |

* Adjusted for reflection of aggregate non-nuclear fee of 6.139% in the total.

AGGREGATE FEE RATE COMPUTATION

| TECH MANAGEMENT | | COST | FEE | TOTAL |
|---|---|---|---|---|
| | First | $200,000 | $16,540 | $216,540 |
| | Next | 68,456 | 5,004 | 73,460 |
| | Total | $268,456 | $21,544 | $290,000 |
| NON-NUCLEAR | | | | |
| | First | $4,000,000 | $248,400 | $4,248,400 |
| | Next | 365,034 | 19,566 | 384,600 |
| | Total | 4,365,034 | 267,966 | 4,633,000 |
| GRAND TOTAL | | $4,633,490 | $289,510 | $4,923,000 |

1966
INISTRATION
CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1

| MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A046 | 07/25/80 | Fin Plan | |

ISSUED BY CODE

. Department of Energy
Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE DH

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of P.L. 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO COPIES TO ISSUING OFFICE

| NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY Kathleen M Day (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED: 8/7/80 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED: 8/12/80 |

30-101

☆U.S.GPO:1979-0-281-187/5001

Attachment A
Modification A046
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads "Three Hundred Three Million, Eight Hundred Ninety Thousand, Three Hundred Eighty-Eight ($303,890,388)," is revised to read "Three Hundred Five Million, Sixty Thousand, Three Hundred Eighty-Eight ($305,060,388)."

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1979 through September 30, 1980 is $2,001,508 and is comprised of:

(i) $817,907 in base fee.

(ii) $349,590 in award fee pool, not awarded or available to the Contractor.

(iii) $267,966 in non-nuclear fee.

(iv) $21,544 in Technical Management fee

(v) $249,898 in award fee for the period October 1, 1979 to January 31, 1980.

(vi) $294,603 in award fee for the period February 1, 1980 to May 31, 1980.

3. The figure "$289,485,751" in paragraph (i) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$290,655,751." (An increase of $1,170,000).

OBLIGATION DATA SHEET
MODIFICATION A046
CONTRACT NO. DE-AM03-76SF00700
ETEC

| Prior Obligations through A045 | COST | FEE | TOTAL |
|---|---|---|---|
| Prior obligations through A045 | $289,485,751 | $14,404,637 | $303,890,388 |
| This modification A046 | 1,170,000 | 0 | 1,170,000 |
| Total | $290,655,751 | $14,404,637 | $305,060,388 |

(Of the total contract obligations $202,178,069 is reimbursable and operating expense; $24,679,766 is equipment; $63,797,916 is for plant; and $14,404,637 is for fee).

Detail of Modification A046 Obligations

| PROGRAM | B&R | COST | FEE | TOTAL |
|---|---|---|---|---|
| 80-ES-05 | 39AF15 | 750,000 | 0 | 750,000 |
| 16845 | AN10 | 420,000 | 0 | 420,000 |
| TOTAL | | 1,170,000 | 0 | 1,170,000 |

Award Fee for the period February 1, 1980 to May 31, 1980 in the amount of $294,603 is awarded and made available for payment to the Contractor. This amount represents 32.95 points awarded for the period.

ORM 30, JULY 1966
VICES ADMINISTRATION
REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A047 | 09/01/80 | Fin Plan | |

5. ISSUED BY CODE DH

S. Department of Energy
Francisco Operations Office
5 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Mr. L.W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of P.L. 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. So much of paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads "Three Hundred Five Million, Sixty Thousand, Three Hundred Eighty-Eight ($305,060,388)," is revised to read "Three Hundred Five Million, One Hundred Sixty Thousand, Three Hundred Eighty-Eight ($305,160,388)."

2. The figure "$290,655,751" in paragraph (i) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "290,755,751." (An increase of $100,000).

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
L.W. Wheeler
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER *(Type or print)*
L. W. Wheeler, Director
Contract Administration

16. DATE SIGNED
9/5/80

17. UNITED STATES OF AMERICA
BY David W. Hickman
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER *(Type or print)*
David W. Hickman

19. DATE SIGNED
9/3/80

-101

☆U.S.Government Printing Office:1976—241-530/3063

OBLIGATION DATA SHEET
MODIFICATION A047
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | FEE | TOTAL |
|---|---|---|---|
| Prior obligations through A046 | $290,655,751 | $14,404,637 | $305,060,388 |
| This modification A047 | 100,000 | 0 | 100,000 |
| Total | $290,755,751 | $14,404,637 | $305,160,388 |

(Of the total contract obligations $202,278,069 is reimbursable and operating expense; $24,679,766 is equipment; $63,797,916 is for plant; and $14,404,637 is for fee).

DETAIL OF MODIFICATION A047 OBLIGATIONS

| PROGRAM | B&R | COST | FEE | TOTAL |
|---|---|---|---|---|
| 16845 | AN10 | 100,000 | 0 | 100,000 |

A 30, JULY 1966
...CES ADMINISTRATION
...EG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A048 | 09/03-80 | Fin Plan | |

5. ISSUED BY CODE DH

U. S. Department of Energy
San Francisco Operations Office
3 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of P.L. 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| L W Wheeler (Signature of person authorized to sign) | | BY Kathleen M Day (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| L. W. Wheeler, Director<br>Contract Administration | 9/10/80 | Kathleen M. Day | 9/3/80 |

30-101

☆ U.S. Government Printing Office: 1978—261-647/3583

Attachment A
Modification A048
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads

   "Three Hundred Five Million, One Hundred Sixty Thousand, Three Hundred Eighty Eight ($305,160,388)," is revised to read "Three Hundred Five Million, Two Hundred Thousand, Three Hundred Eighty Eight ($305,200,388)."

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

   "(3) Fee for the period October 1, 1979 through September 30, 1980 is $2,004,214 and is comprised of:

   (i) $817,907 in base fee.

   (ii) $349,590 in award fee pool, not awarded or available to the Contractor.

   (iii) $267,966 in non-nuclear fee.

   (iv) $24,250 in Technical Management fee.

   (v) $249,898 in award fee for the period October 1, 1979 to January 31, 1980.

   (vi) $294,603 in award fee for the period February 1, 1980 to May 31, 1980.

3. The figure "$290,755,751 in paragraph (i) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$290,793,550." (An increase of $37,799).

OBLIGATION DATA SHEET
MODIFICATION A048
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | FEE | TOTAL |
|---|---|---|---|
| Prior Obligations through A047 | $290,755,751 | $14,404,637 | $305,160,388 |
| This Modification A048 | 37,799 | 2,201 | 40,000 |
| Total | $290,793,550 | $14,406,838 | $305,200,388 |

(Of the total contract obligations $202,782,051 is reimbursable and operating expense; $24,679,766 is equipment; $63,331,733 is for plant; and $14,406,838 is for fee).

Detail of Modification A046 Obligations

| PROGRAM | B&R | COST | FEE | TOTAL |
|---|---|---|---|---|
| 16849 | AN10 | $503,982 | $36,018 | $540,000 |
| 79-1-M | 39AN | (466,183) | (33,817) | (500,000) |
| 79-001B(030) | 39-AF-15 | 230,000 | 0 | 230,000 |
| 78-006A(070) | 39-AF-15 | (230,000) | 0 | (230,000) |
| Total | | $ 37,799 | $ 2,201 | $ 40,000 |

Technical Management Fee for FY 80 is calculated as follows based on Financial Plan total of $330,000:

| | COST | FEE | TOTAL |
|---|---|---|---|
| First | $300,000 | $23,850 | $323,850 |
| Next | 5,750 | 400 | 6,150 |
| Total | $305,750 | $24,250 | $330,000 |

This fee is 7.931%.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A049 | 9/20/80 | Fin Plan | |

5. ISSUED BY CODE DH

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Mr. L.W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corp.
P.O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. ____,
DATED ____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning ____ copies of this 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 ACKOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Various - see Obligation Data Sheet

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to ____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
| L. W. Wheeler, Director Contract Administration | 9/26/80 | Kathleen M. Day | 9/25/80 |

30-101

☆U.S.Government Printing Office:1976—241-530/3063

ATTACHMENT A
MODIFICATION A049
CONTRACT NO. DE-AM03-76SF00700

1. So much of paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads

"Three Hundred Five Million, Two Hundred Thousand, Three Hundred Eighty Eight ($305,200,388)," is revised to read "Three Hundred Six Million, Two Hundred Seventy One Thousand, Nine Hundred Eighteen ($306,271,918)."

2. Subparagraphs (3) and (4) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1979 through September 30, 1980 is $1,935,462 and is comprised of:

(i) $817,907 in base fee.
(ii) $250,347 in award fee pool, not now awarded.
(iii) $298,457 in non-nuclear fee.
(iv) $24,250 in Technical Management fee.
(v) $249,898 in award fee for the period October 1, 1979 to January 31, 1980.
(vi) $294,603 in award fee for the period February 1, 1980 to May 31, 1980.

(4) It is mutually agreed that the maximum Award Fee allocable for the performance period 10/01/79 through 9/30/80 is $794,848. The award fee will be awarded on a trimester basis and the contract will be modified as required to account for the award."

3. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $358,675 for the period beginning 10/01/80."

4. The figure "$290,793,550" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEE is revised to read "$291,594,313."

OBLIGATION DATA SHEET
MODIFICATION A049
CONTRACT NO. DE-AM03-76AF00700

ETEC

| | COST | FEE | TOTAL |
|---|---|---|---|
| Obs through A048 | $290,793,550 | $14,406,838 | $305,200,388 |
| Obs this Mod. A049 | 800,763 | 270,767 | 1,071,530 |
| TOTAL | $291,594,313 | $14,677,605 | $306,271,918 |

(Of the total contract obligation $203,671,524 is reimbursable and operating expense; $24,679,766 is for equipment; $63,243,023 is for plant; and $14,677,605 is for fee).

DETAIL OF MODIFICATION A049 OBLIGATIONS

NON - NUCLEAR

| B & R | PROGRAM | COST | FEE | TOTAL | |
|---|---|---|---|---|---|
| EA 02 01 | 16840 | 197 | (197) | 0 | |
| AN 35 | 16843 | 634 | (634) | 0 | |
| AN 10 | 16845 | (29,066) | 29,066 | 0 | |
| AA151005 | 16864 | (1,325) | 1,325 | 0 | |
| AM 15 15 | 16865 | 123 | (123) | 0 | |
| CC 10 03 | 16866 | 76 | (76) | 0 | |
| EA 01 | 16870 | 772 | (772) | 0 | |
| AN 10 | 16872 | 130 | (130) | 0 | |
| 401001061 | 16867 | 91 | (91) | 0 | |
| 401001020 | 16868 | 165 | (165) | 0 | |
| 401001020 | 16871 | 11 | (11) | 0 | |
| 39 AM | 80G | 106 | (106) | 0 | Plant |
| WB | 16873 | 15 | (15) | 0 | |
| WB | 16874 | 19 | (19) | 0 | |
| AC1505101 | 16875 | 14 | (14) | 0 | |
| 82 02 01 | 16869 | 48 | (48) | 0 | |
| WB | 16863 | (865) | 865 | 0 | |
| CC 10 03 | 16877 | 24 | (24) | 0 | |
| AC200510 | 16876 | (117,648) | (7,352) | (125,000) | |
| AC200510 | 16878 | 117,859 | 7,141 | 125,000 | |
| 40100102 | 16879 | 47,456 | 2,544 | 50,000 | |
| GA010301 | 16880 | 23,728 | 1,272 | 25,000 | |
| AM100525 | 16865 | 4,127 | 221 | 4,348 | |
| | SUBTOTAL | 46,691 | 32,657 | 79,348 | |

OBLIGATION DATA SHEET (p2)

| B & R | PROGRAM | COST | FEE | TOTAL | |
|---|---|---|---|---|---|
| NUCLEAR | | | | | |
| AF15100550 | SL048 | (2,806) | 2,806 | 0 | |
| AF153010 | SL042 | 212,187 | (212,187) | 0 | |
| 39 AF 15 | 76-6-B | (1,808) | 1,808 | 0 | Plant |
| 39 AF 15 | 78-6-E | (77,308) | 77,308 | 0 | Plant |
| 39 AF 15 | 78-6-A7 | 2,246 | (2,246) | 0 | Plant |
| 39 AF 15 | 79-1-8 | (11,946) | 11,946 | 0 | Plant |
| SUBTOTAL | | 120,565 | (120,565) | 0 | |
| GSO (Contains 5% provisional fee). | | | | | |
| GA010301 | 16880 | 47,619 | 2,381 | 50,000 | |
| AN 10 | 16845 | 47,619 | 2,381 | 50,000 | |
| CC 10 03 | 16866 | 190,476 | 9,524 | 200,000 | |
| CC 10 03 | 16877 | 47,619 | 2,381 | 50,000 | |
| AN 35 | 16843 | 61,905 | 3,095 | 65,000 | |
| AF151005 | SL048 | 33,455 | 3,673 | 37,128 | |
| AF153010 | SL042 | (260,339) | 261,983 | 1,644 | |
| EA 01 | 16870 | 389,780 | 69,489 | 459,269 | |
| EA 02 01 | 16840 | 54,286 | 2,714 | 57,000 | |
| AM 15 15 | 16865 | 21,087 | 1,054 | 22,141 | |
| SUBTOTAL | | 633,507 | 358,675 | 992,182 | |
| GRAND TOTAL | | 800,763 | 270,767 | 1,071,530 | |

STANDARD FORM 30, JULY 1980
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A050 | 10/22/80 | Fin Plan | |

5. ISSUED BY CODE DH

U. S. Department of Energy
San Francisco Operations Office PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corp.
P.O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

Various - see Obligation Data Sheet

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13.
☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| | | | |

ATTACHMENT A
MODIFICATION A050
CONTRACT NO.
DE-AM03-76SF00700

1. So much of paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads

   "Three Hundred Six Million, Two Hundred Seventy One Thousand, Nine Hundred Eighteen ($306,271,918)," is revised to read "Three Hundred Seventeen Million, One Hundred Thirty Six Thousand, Nine Hundred Eighteen ("317,136,918)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $876,075 for the period beginning 10/01/80." (An increase of $517,400).

3. The figure "$291,594,313" in paragraph (c) of ARTICLE IV- ALLOWABLE COSTS AND FEE is revised to read "$301,941,913."

Obligation Data Sheet

Modification A050

Contract No. DE-AM03-76SF00700

ETEC

| | COST | FEE* | TOTAL |
|---|---|---|---|
| Obs through A049 | $291,594,313 | $14,677,605 | $306,271,918 |
| This Mod A050 | 10,347,600 | 517,400 | 10,865,000 |
| Total | $301,941,913 | $15,195,005 | $317,136,918 |

(Of the total contract obligation $214,019,124 is reimbursable and operating expense; $24,679,766 is for equipment; $63,243,023 is for plant; and $15,195,005 is for fee).

*5% Provisional fee is applied to all FY81 funds.

DETAIL OF MODIFICATION A050
OBLIGATIONS

| B&R | Program | Amount |
|---|---|---|
| EB-03-02 | 16845 | $ 800,000 |
| AF-15-40-30-2 | SL042 | 10,000,000 |
| AF-15-40-10-1 | SL048 | 65,000 |
| Total | | $10,865,000 |

Supporting Data Sheet

Modification A050

Contract DE-AM03-76SF00700

ETEC

Modification A050 provides FY 81 funding as specified by BUD/SAN and includes 5% provisional fee as indicated in Article IV paragraph (b) subparagraph 7 of the contract.

This action is in the best interest of the Government. I recommend approval.

David W. Hickman
Contract Specialist

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT



| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A051 | 11/01/80 | Fin Plan | |

5. ISSUED BY — CODE: DH

U. S. Department of Energy
San Francisco Operations Office PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE:

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE: ____ FACILITY CODE: ____

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corp.
P.O. Box 309
Canoga Park, CA 91304

8.
- ☐ AMENDMENT OF SOLICITATION NO. _____
  DATED _____ (See block 9)
- ☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
  DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

Various - see Obligation Data Sheet

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY L W Wheeler (Signature of person authorized to sign) | BY Kathleen M Day (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER (Type or print): L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED: 11/19/80 |
| 18. NAME OF CONTRACTING OFFICER (Type or print): Kathleen M. Day | 19. DATE SIGNED: 11/17/80 |

30-101

☆U.S.GPO:1979-0-281-187/5001

ATTACHMENT A
MODIFICATION A051
CONTRACT NO.
DE-AM03-76SF00700

1. So much of paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - as reads

   "Three Hundred Seventeen Million, One Hundred Thirty Six Thousand, Nine Hundred Eighteen ($317,136,918)," is revised to read "Three Hundred Eighteen Million, Nine Hundred Thirty Four Thousand, Four Hundred Six ($318,934,406)"

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $962,504 for the period beginning 10/01/80." (An increase of $86,429 from $876,075).

3. The figure "301,941,913" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEE is revised to read $303,652,972."

4. The effective date "February 1, 1980" in paragraph (f) of ARTICLE VI - DEFINITIONS is changed to "September 30, 1983."

Operation Data Sheet

Modification A051

Contract DE-AM03-76SF00700

ETEC

| | COST | FEE* | TOTAL |
|---|---|---|---|
| Obs through A050 | $301,941,913 | $ 15,195,005 | $317,136,918 |
| This Mod A051 | 1,711,059 | 86,429 | 1,797,488 |
| Total | $303,652,972 | $ 15,281,434 | $318,934,406 |

(Of the total contract obligation $214,132,695 is reimbursable and operating expense; $25,194,766 is for equipment; $64,325,511 is for plant; and $15,281,434 is for fee).

*5% Provisional fee is applied to all FY81 funds.

DETAIL OF MODIFICATION A051
OBLIGATIONS

| B&R | Program | Amount |
|---|---|---|
| 39AF15 | 81T310 | $1,100,000 |
| 35-AF-15-40-4 | — | 515,000 |
| EB-03-02 | 16845 | 200,000 |
| 39-21 | 76-0130(030) | (17,512) |
| | | $1,797,488 |

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A052 | 01/20/81 | Fin Plan | |

5. ISSUED BY CODE DH

U. S. Department of Energy
San Francisco Operations Office PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

(Street, city, county, state, and ZIP Code)

Energy Systems Group
Rockwell International Corp.
P.O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of P.L. 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Eighteen Million, Nine Hundred Thirty Four Thousand, Four Hundred Six ($318,934,406)" is revised to read "Three Hundred Thirty Four Million, Three Hundred Thirty Six Thousand, Seven Hundred Eleven ($334,336,711)."

2. Subparagraph (1) of paragraph (b) of Article IV - Allowable Costs and Fees - is revised to read as follows:

"(b) Fees

(1) The total fee for the contract for work performed through September 30, 1980 is $14,391,508.

(continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 17. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) | |
|---|---|---|---|
| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| | | | |

10-101

3. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $1,443,185 for the period beginning 10/01/80." (An increase of $480,681.)

4. The figure "$303,652,972" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEE is revised to read "$318,538,387."

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A053 | 02/23/81 | | |

5. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE DH

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P.O. Box 309 94305
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.
It modifies the above numbered contract as set forth in block 12.

SCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13.
☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
| | | | |

30-101

☆U.S.GPO:1979-0-281-187/5001

Attachment A
Modification A053
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty Four Million, Three Hundred Thirty Six Thousand, Seven Hundred Eleven ($334,336,711)," is revised to read "Three Hundred Thirty Eight Million, Forty Nine Thousand, Seven Hundred Eleven ($338,049,711)."

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee.

(ii) $808,024 in award fee pool, not awarded or available to the Contractor.

(iii) $576,319 in provisional non-nuclear fee.

3. The figure "$318,538,387" in paragraph (i) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "321,565,146." (An increase of $3,026,759.)

Obligation Data Sheet
Modification A053
Contract No. DE-AM03-76SF00700
ETEC

| | COST | FEE* | TOTAL |
|---|---|---|---|
| Obs Through A052 | $318,538,387 | $15,798,324 | $334,336,711 |
| This Mod A053 | 3,026,759 | 686,241 | 3,713,000 |
| Total | $321,565,146 | $16,484,565 | $338,049,711 |

* $576,319 in Provisional Non nuclear fee is obligated through this modification including $3,571 for plant. B&R No. 39AM15.

(Of the total contract obligation $226,947,504 is for reimbursable and operating expense; $25,194,766 is for equipment; $69,422,876 is for plant and $16,484,565 is for Fee.)

Detail of Modification A053

| B&R | PROGRAM | AMOUNT |
|---|---|---|
| 39AM15 | 80G002 | $ 75,000 |
| EB010101 | 16840 | 190,000 |
| EB010101 | 16883 | 1,165,000 |
| EB0302 | 16845 | 2,000,000 |
| EB0102 | 16881 | 220,000 |
| EB0201 | 16843 | 63,000 |
| | TOTAL | $3,713,000 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

PRO

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A054 | 04MAR81 | | |

5. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE RMT

CONFORMED COPY

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

(Street, city, county, state, and ZIP Code)

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P.O. Box 309 94305
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR

R.G. Jones
(Signature of person authorized to sign)

17. UNITED STATES OF AMERICA

BY Robert M. Tomihiro
(Signature of Contracting Officer)

| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
|---|---|---|---|
| R.G.Jones, Vice President & Controller Finance and Administration | 4/14/81 | Robert M. Tomihiro Contracting Officer | 21APR81 |

30-101

U.S. GPO:1979 0-281-187/5001

Attachment A
Modification No. A054
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty Eight Million, Forty Nine Thousand, Seven Hundred Eleven ($338,049,711)" is revised to read "Three Hundred Thirty-Nine Million, Sixty-One Thousand, Seven Hundred Eleven dollars ($339,061,711)."

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee.

(ii) $808,024 in award fee pool, not awarded or available to the Contractor.

(iii) $626,919 in provisional non-nuclear fee.

3. The figure "321,565,146" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "322,526,546." (An increase of $961,400.)

Obligation Data Sheet
Modification A054
Contract No. DE-AM03-76SF00700
ETEC

| | COST | FEE* | TOTAL |
|---|---|---|---|
| Obs Through A053 | $321,565,146 | $16,484,565 | $338,049,711 |
| This Mod A054 | 961,400 | 50,600 | 1,012,000 |
| Total | $322,526,546 | $16,535,165 | $339,061,711 |

* $626,919 in Provisional Non nuclear fee is obligated through this modification including $3,571 for plant. B&R No. 39AM15.

(Of the total contract obligation $227,908,904 is for reimbursable and operating expense; $25,194,766 is for equipment; $69,422,876 is for plant and $16,535,165 is for Fee.)

Detail of Modification A053

| B&R | PROGRAM | AMOUNT |
|---|---|---|
| EB0302 | 16845 | $1,012,000 |

Supporting Data Sheet

Modification A054

Contract DE-AM03-76SF00700

ETEC

Modification A054 provides FY 81 funding as specified by BUD/SAN and includes 5% provisional fee as indicated in Article IV paragraph (b) subparagraph 3 of the contract.

This action is in the best interest of the Government. I recommend approval.

Robert M. Tomihiro
Contract Specialist

Concur:

Gene P. Steffy
Contracting Officer

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A055 | 25 MAR 81 | | |

5. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office, PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

EXECUTED COPY

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| R.G.Jones, Vice President&Controller Finance & Administration | 4/14/81 | Robert M. Tomihiro | 21APR81 |

30-101

U.S. GOVERNMENT PRINTING OFFICE: 1974 O—554-534

Attachment A
Modification No. A055
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty-Nine Million, Sixty-One Thousand, Seven Hundred Eleven Dollars ($339,061,711)," is revised to read "Three Hundred Thirty-Nine Million, Three Hundred Eighty-Six Thousand, Seven Hundred Eleven Dollars ($339,386,711)."

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee

(ii) $541,780 in award fee pool, not awarded or available to the Contractor

(iii) $642,395 inpprovisional non-nuclear fee

(iv) $266,244 in award fee for the period October 1, 1980 to January 31, 1981"

3. The figure "$322,526,546" in Paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$322,836,070." (an increase of $309,524.)

Obligation Data Sheet
Modification A055
Contract No. DE-AM03-76SF00700
ETEC

| | COST | FEE* | TOTAL |
|---|---|---|---|
| Obs Through A054 | $322,526,546 | $16,535,165 | $339,061,711 |
| This Mod A055 | 309,524 | 15,476 | 325,000 |
| Total | $322,836,070 | $16,550,641 | $339,386,711 |

* $642,395 in Provisional Non nuclear fee is obligated through this modification including $3,571 for plant. B&R No. 39AM15.

(Of the total contract obligation $228,218,428 is for reimbursable and operating expense; $25,194,766 is for equipment; $69,422,876 is for plant and $16,550,641 is for Fee.)

Detail of Modification A053

| B&R | PROGRAM | AMOUNT |
|---|---|---|
| EB-02 01 | 16885 | $325,000 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A056 | 30 APR 81 | CONFORMED COPY | |

5. ISSUED BY CODE
U. S DEPARTMENT OF ENERGY
\N FRANCISCO OPERATIONS OFFICE, PRO
_333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☐ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY L. W. Wheeler (Signature of person authorized to sign) | BY Robert M. Tominiro (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED: 5/7/81 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)*: Robert M. Tominiro Contracting Officer | 19. DATE SIGNED: 12 May 81 |

30-101

☆U.S.GPO:1979-0-281-187/5001

Attachment A
Modification No. A056
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty-Nine Million, Three Hundred Eighty-Six Thousand, Seven Hundred Eleven Dollars ($339,386,711)" is revised to read "Three Hundred Thirty-Eight Million, Eight Hundred Thousand, Three Hundred Ninety-Nine Dollars ($338,800,399)."

2. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee

(ii) $541,780 in award fee pool, not awarded or available to the Contractor

(iii) $615,354 in provisional non-nuclear fee

(iv) $266,244 in award fee for the period October 1, 1980 to January 31, 1981"

3. The figure "$322,836,070" in Paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$322,276,799" (a decrease of $559,271).

OBLIGATION DATA SHEET
MODIFICATION A056
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | | | FEE 6/ | TOTAL |
|---|---|---|---|---|---|
| | OPERATING | EQUIPMENT | PLANT | | |
| OBS. THROUGH A055 | $228,218,428 | $25,194,766 | $69,422,876 | $16,550,641 | $339,386,711 |
| THIS MOD A056 | (387,240) | -0- | (172,031) | (27,041) | (586,312) |
| TOTAL | $227,831,188 | $25,194,766 | $69,250,845 | $16,523,600 | $338,800,399 |

DETAIL OF MODIFICATION A056 OBLIGATIONS AND DEOBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| 39-AM | 80-G001 | (167,531) | (8,469) | (176,000) | 1 |
| AM-15-25-05 | 16862 | (11,779) | 0 | (11,779) | 2 |
| 40-10-01-02 | 16868 | 95,238 | 4,762 | 100,000 | 3 |
| AM-10-05-25 | 16865 | (4,033) | 0 | (4,033) | 2 |
| 40-10-01-01 | 16884 | 9,524 | 476 | 10,000 | 3 |
| 39-WB | 81-A601(120) | (4,500) | 0 | (4,500) | 4 |
| EB-01-01-01 | 16883 | (476,190) | (23,810) | (500,000) | 5 |
| TOTAL | | (559,271) | (27,041) | (586,312) | |

NOTES:

1. equitable adjustment of cost and fee
2. deobligation of excess cost
3. new obligation (cost plus 5% provisional fee)
4. total deobligation of funds obligated under Modification A051
5. deobligation of funds obligated under Modification A053
6. $615,354 in Provisional Non Nuclear fee is obligated through this modification including $3,571 for plant. B&R No. 39AM15.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FPR PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A057 | 11 May 81 | CONFORMED COPY | |

5. ISSUED BY CODE

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE, PRO
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☐ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| L. W. Wheeler, Director<br>Contract Administration | 5/22/81 | Robert M. Tomihiro<br>Contracting Officer | 26 May 81 |

30-101

☆U.S.GPO:1979-0-281-187/5001

Attachment A
Modification No. A057
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty-Eight Million, Eight Hundred Thousand, Three Hundred Ninety-Nine Dollars ($338,800,399)," is revised to read "Three Hundred Thirty-Eight Million, Two Hundred Eighty Thousand, Three Hundred Ninety-Nine Dollars ($338,280,399)."

2. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee

(ii) $541,780 in award fee pool, not awarded or available to the Contractor

(iii) $590,598 in provisional non-nuclear fee

(iv) $266,244 in award fee for the period October 1, 1980 to January 31, 1981"

3. The figure "$322,276,799" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$321,781,560" (a decrease of $495,239).

OBLIGATION DATA SHEET 57
MODIFICATION A056
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | | | FEE 4/ | TOTAL |
|---|---|---|---|---|---|
| | OPERATING | EQUIPMENT | PLANT | | |
| OBS Through A056 | $227,831,188 | $25,194,766 | $69,250,845 | $16,523,600 | $338,800,399 |
| This Mod A057 | (495,239) | -0- | -0- | (24,761) | (520,000 |
| TOTAL | $227,335,949 | $25,194,766 | $69,250,845 | $16,498,839 | $338,280,399 |

DETAIL OF MODIFICATION A057 OBLIGATIONS AND DEOBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| EB-02-01 | 16870 | $238,095 | $11,905 | $250,000 | 1 |
| AA-15-10-05 | 16864 | 476,190 | 23,810 | 500,000 | 1 |
| EB-03-02 | 16845 | (509,524) | (25,476) | (535,000) | 2 |
| EB-01-01-01 | 16883 | (514,286) | (25,714) | (540,000) | 3 |
| 40-10-01-02 | 16879 | 23,810 | 1,190 | 25,000 | 1 |
| EB-01-02 | 16881 | (209,524) | (10,476) | (220,000) | 3 |
| TOTAL | | (495,239) | (24,761) | (520,000) | |

NOTES

1. New Obligation (cost plus 5% provisional fee).
2. Deobligation of funds obligated under Modification A054
3. Deobligation of funds obligated under Modification A053
4. ~~$615,354~~ 390,593 in Provisional Non Nuclear fee is obligated through this modification including $3,571 for plant. B&R No. 39AM15.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

1. AMENDMENT/MODIFICATION NO.: A058

2. EFFECTIVE DATE: 25 June 81

3. REQUISITION/PURCHASE REQUEST NO.:

4. PROJECT NO. (If applicable):

5. ISSUED BY CODE:
U. S. Department of Energy
S. Francisco Operations Office, PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE:

PRO cy

7. CONTRACTOR NAME AND ADDRESS CODE: FACILITY CODE:
(Street, city, county, state, and ZIP Code)
Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8. [ ] AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
[X] MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) [ ] This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.
[X] This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

CONFORMED COPY

xcept as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

3. [ ] CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
[X] CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

4. NAME OF CONTRACTOR/OFFEROR
BY [signature]
(Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY [signature]
(Signature of Contracting Officer)

5. NAME AND TITLE OF SIGNER (Type or print)
L. W. Wheeler, Director
Contract Administration

16. DATE SIGNED: 7/31/81

18. NAME OF CONTRACTING OFFICER (Type or print)
Robert M. Tomihiro
Contracting Officer

19. DATE SIGNED: 6 Aug 81

-101

☆U.S. GPO:1979-0-291-187/5001

Attachment A
Modification No. A058
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty-Eight Million, Two Hundred Eighty Thousand, Three Hundred Ninety-Nine Dollars ($338,280,399)" is revised to read "Three Hundred Thirty-Nine Million, Six Hundred Eighteen Thousand, Three Hundred Ninety-Nine Dollars ($339,618,399)."

2. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee

(ii) $541,780 in award fee pool, not awarded or available to the Contractor

(iii) $663,356 in provisional non-nuclear fee

(iv) $266,244 in award fee for the period October 1, 1980 to January 31, 1981"

3. The figure $321,781,560" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$323,046,797 (an increase of $1,265,237).

OBLIGATION DATA SHEET
MODIFICATION A058
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | | | FEE[4/] | TOTAL |
|---|---|---|---|---|---|
| | OPERATING | EQUIPMENT | PLANT | | |
| OBS Through A057 | $227,335,949 | $25,194,766 | $69,250,845 | $16,498,839 | $338,280,399 |
| This Mod A058 | (68,096) | -0- | 1,333,333 | 72,763 | 1,338,000 |
| TOTAL | $227,267,853 | $25,194,766 | $70,584,178 | $16,571,602 | $339,618,399 |

DETAIL OF MODIFICATION A058 OBLIGATIONS AND DEOBLIGATIONS

| B&R | Program | Cost | Fee | Total | Note |
|---|---|---|---|---|---|
| EB-01-01-01 | 16840 | 76,190 | 3,810 | 80,000 | 1 |
| EB-03-02 | 16845 | 133,333 | 6,667 | 140,000 | 1 |
| AM-15-25-05 | 16862 | (114,286) | (5,714) | (120,000) | 2 |
| EB-01-02 | 16881 | 4,762 | 238 | 5,000 | 1 |
| AF-15-40-30-3 | 16886 | 21,905 | 1,095 | 23,000 | 1 |
| WC-01-81-01-0 | NA | (190,000) | | (190,000) | 3 |
| 39-AF | 81-T310 | 1,333,333 | 66,667 | 1,400,000 | 1 |

Notes

1. New obligation (cost plus 5% provisional fee)
2. Deobligation of funds obligated under Mod A052
3. Reduction of Cost only. Reduction in base fee of $5,225 to be incorporated in a future modification.
4. $663,356 in Provisional Non Nuclear fee is obligated through this modification including $3,571 for plant. B&R No. 39AM15.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A059 | 7/15/81 | | |

5. ISSUED BY — CODE
U.S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE, PRO
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE
PRO cy

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE — FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of PUBLIC LAW 95-91 AND OTHER APPLICABLE LAW.
It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| L. W. Wheeler, Director Contract Administration | 7/31/81 | Robert M. Tomihiro Contracting Officer | 6 Aug 81 |

30-101

☆U.S.GPO:1979-0-281-187/5001

Attachment A
Modification No. A059
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty-Nine Million, Six Hundred Eighteen Thousand, Three Hundred Ninety-Nine Dollars ($339,618,399)," is revised to read "Three Hundred Thirty-Nine Million, Eight Hundred Eighteen Thousand, One Hundred Eighty-Nine Dollars ($339,818,189)."

2. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee

(ii) $541,780 in award fee pool, not awarded or available to the Contractor

(iii) $672,869 in provisional non-nuclear fee

(iv) $266,244 in award fee for the period October 1, 1980 to January 31, 1981"

3. The figure "$323,046,797" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$323,237,074" (an increase of $190,277).

OBLIGATION DATA SHEET
MODIFICATION A059
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | | | FEE 2/ | TOTAL |
|---|---|---|---|---|---|
| | OPERATING | EQUIPMENT | PLANT | | |
| OBS Through A058 | $227,267,853 | $25,194,766 | $70,584,178 | $16,571,602 | $339,618,399 |
| This Mod A59 | 138,096 | 0 | 52,181 | 9,513 | 199,790 |
| Total | $227,405,949 | $25,194,766 | $70,636,359 | $16,581,115 | $339,818,189 |

DETAIL OF MODIFICATION A059 OBLIGATIONS

| B&R | Program | Cost | Fee | Total | Note |
|---|---|---|---|---|---|
| 40-10-01-02 | 16868 | 119,048 | 5952 | 125,000 | 1 |
| 39-21 | 76-0130(030) | 52,181 | 2609 | 54,790 | 1 |
| EB-01-02 | 16881 | 19,048 | 952 | 20,000 | 1 |

Notes

1. New obligation (cost plus 5% provisional fee)

2. $672,869 in Provisional Non Nuclear fee is obligated through this modification including $3,571 for plant B&R No. 39AM15.

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A060 | 7/31/81 | | |

5. ISSUED BY CODE
U. S. Department of Energy
San Francisco Operations Office, PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

PRO cys

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY L W Wheeler (Signature of person authorized to sign) | | BY Susan R Brechbill (Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* Susan R Brechbill | 19. DATE SIGNED 8/11/81 |

30-101

☆U.S.GPO:1979-0-281-187/5001

Attachment A
Modification No. A060
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Thirty-Nine Million, Eight Hundred Eighteen Thousand, One Hundred Eighty-Nine Dollars ($339,818,189)" is revised to read "Three Hundred Forty-Two Million, Seven Hundred Seventy Thousand, One Hundred Eighty-Nine Dollars ($342,770,189)."

2. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee

(ii) $541,780 in award fee pool, not awarded or available to the Contractor

(iii) $813,441 in provisional non-nuclear fee

(iv) $266,244 in award fee for the period October 1, 1980 to January 31, 1981"

3. The figure "$323,237,074" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$326,048,502" (an increase of $2,811,428).

OBLIGATION DATA SHEET
MODIFICATION A060
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | OPERATING | EQUIPMENT | PLANT | | |
| OBS Through A059 | $227,405,949 | $25,194,766 | $70,636,359 | $16,581,115 | $339,818,189 |
| This Mod A060 | 2,811,428 | 0 | 0 | 140,572 | 2,952,000 |
| Total | $230,217,377 | $25,194,766 | $70,636,359 | $16,721,687 | $342,770,189 |

DETAIL OF MODIFICATION A059 OBLIGATIONS

| B&R | Program | Cost | Fee | Total | Note |
|---|---|---|---|---|---|
| AF-15-40-30-2 | SL042 | $1,171,429 | $58,571 | $1,230,000 | 1 |
| EA-04 | 16887 | $1,428,571 | $71,429 | $1,500,000 | 1 |
| AM-15-15 | 16865 | $ 173,333 | $ 8,667 | $ 182,000 | 1 |
| AM-15-15 | 16888 | $ 38,095 | $ 1,905 | $ 40,000 | 1 |

Notes

1. New obligation (cost plus 5% provisional fee)

2. $813,441 in Provisional Non Nuclear fee is obligated through this modification including $3,571 for plant B&R No. 39AM15.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A061 | 8/10/81 | | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY *(If other than block 5)* | CODE |
|---|---|---|---|
| U. S. DEPARTMENT OF ENERGY<br>SAN FRANCISCO OPERATIONS OFFICE, PRO<br>1333 BROADWAY<br>OAKLAND, CA 94612 | RMT | | |

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* — CODE ____ FACILITY CODE ____

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. ____
DATED ____ *(See block 9)*
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning ____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to ____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| L. W. Wheeler<br>(Signature of person authorized to sign) | BY Robert W. Sanchez<br>(Signature of Contracting Officer) |
| NAME AND TITLE OF SIGNER *(Type or print)*<br>L. W. Wheeler, Director<br>Contract Administration | 16. DATE SIGNED<br>9/10/81 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED<br>14 Sep 81 |

30-101

☆ U.S.GPO:1979-0-281-187/5001

Attachment A
Modification No. A061
Contract No. DE-AM03-76SF00700

1. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV-ALLOWABLE COSTS AND FEES-is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $745,083 in base fee

(ii) $744,165 in provisional non-nuclear fee

(iii) $282,000 in award fee pool, not awarded or available to the Contractor

(iv) $266,244 in award fee for the period October 1, 1980 to January 31, 1981

(v) $259,780 in award fee for the period February 1, 1981 to May 31, 1981"

2. The amount $326,048,502 in paragraph (c) of ARTICLE IV-ALLOWABLE COSTS AND FEES-is revised to read "326,117,778" (an increase of $69,276).

3. The B&R Number "AF-15-40-30-3" which appears in the Obligation Data Sheet of Modification A058 is deleted and the new B&R Number "AF-15-40-30-2" is substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A061
CONTRACT NO. DE-AM03-76SF00700
ETEC

| | COST | | | FEE 3/ | TOTAL |
|---|---|---|---|---|---|
| | OPERATING | EQUIPMENT | PLANT | | |
| OBS Through A060 | $230,217,377 | $25,194,766 | $70,636,359 | $16,721,687 | $342,770,189 |
| This Mod A061 | 0 | 0 | 69,276 | (69,276) | 0 |
| Total | $230,217,377 | $25,194,766 | $70,705,635 | $16,652,411 | $342,770,189 |

DETAIL OF MODIFICATION A061 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| 39-AF | 81-T310 | 66,667 | (66,667) | 0 | 1 |
| 39-21 | 76-0130(030) | 2,609 | (2,609) | 0 | 2 |

NOTES

1. Corrects an error in Modification A058 in which funds were incorrectly obligated to fee.

2. Corrects an error in Modification A059 in which funds were incorrectly obligated to fee.

3. $744,165 in Provisional Non Nuclear fee is obligated through this modification including $3,571 for plant B&R No. 39AM15.

SUPPORTING DATA SHEET
MODIFICATION A061
CONTRACT NO. DE-AM03-76SF00700
ETEC

This Modification A061 provides the following:

First, it corrects two previous errors (Modifications A058 and A059) in the allocation of funds. Previous modifications had incorrectly allocated fee to ETEC plant procurements. This modification reallocates those funds to plant costs and deletes them from fee payable to ETEC.

Second, this modification provides ETEC award fee funds earned in the second trimester in accordance with DOE's award fee determination dated July 13,1981.

Third, it corrects an administrative error in which an incorrect B&R number was cited in Modification A058.

I recommend approval of this action.

Robert M. Tomihiro
Contract Specialist

Concur:

8/28/81
Contracting Officer

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A062 | 9/20/81 | | |

5. ISSUED BY CODE

U. S. Department of Energy
F. Operations Office, PRO
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR

L W Wheeler
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)
L. W. Wheeler, Director
Contract Administration

16. DATE SIGNED
9/24/81

17. UNITED STATES OF AMERICA
BY Robert M Tomihiro
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print)
Robert M. Tomihiro
Contracting Officer

19. DATE SIGNED
23 Sep 81

30-101

Attachment A
Modification No. A062
Contract No. DE-AM03-76SF00700

1. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $766,241 in Base Fee

(ii) $418,727 in Non-Nuclear Fee

(iii) $83,118 in Technical Management Fee

(iv) $271,898 in Award Fee for the period 01 October 1980 to 31 January 1981.

(v) $265,296 in Award Fee for the period 01 February 1981 to 31 May 1981.

(vi) $222,799 in Award Fee for the period 01 June 1981 to 30 September 1981.

2. The amount "$326,117,778" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$326,403,974" (an increase of $286,196).

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT



| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A063 | 9/30/81 | | SF00700/1 |

5. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE — FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

EXECUTED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR

Audrey J. Lucas
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)

AUDREY J. LUCAS
CONTRACT ADMINISTRATOR

16. DATE SIGNED

9-30-81

17. UNITED STATES OF AMERICA

BY Robert M. Tominiro
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print)

Robert M. Tominiro

19. DATE SIGNED

30 Sep 81

30-101

☆U.S.GPO:1979-0-281-187/5001

Attachment A
Modification No. A063
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Forty-Two Million, Seven Hundred Seventy Thousand, One Hundred Eighty-Nine Dollars ($342,770,189)" is revised to read "Three Hundred Forty-Nine Million, Nine Hundred Nineteen Thousand, Five Hundred Fourteen Dollars ($349,919,514)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $328,539 for the period beginning October 1, 1981."

3. The figure "$326,403,974" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$333,224,760" (an increase of $6,820,786)."

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A064 | 30SEP81 | | SF00700/1 |

5. ISSUED BY CODE

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

EXECUTED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

SCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13.
☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY Audrey J. Lucas (Signature of person authorized to sign) | | BY Robert M. Tomihiro (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| AUDREY J. LUCAS CONTRACT ADMINISTRATOR | 9-30-81 | Robert M. Tomihiro | 30Sep81 |

30-101

Attachment A
Modification No. A064
Contract No. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III - Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Forty-Nine Million, Nine Hundred Nineteen Thousand, Five Hundred Fourteen Dollars ($349,919,514) is revised to read Three Hundred Forty-Nine Million, Nine Hundred Forty-Nine Thousand Five Hundred Fourteen Dollars ($349,949,514)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $329,968 for the period beginning October 1, 1981."

3. The figure "$333,224,760" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$333,253,331" (an increase of $28,571)."

OBLIGATION DATA SHEET
MODIFICATION A064
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A063 | $236,975,092 | $25,194,766 | $71,054,902 | $16,694,754 | $349,919,514 |
| OBS. THIS MOD A064 | 28,571 | -0- | -0- | 1,429 | 30,000 |
| TOTAL | $237,003,663 | $25,194,766 | $71,054,902 | $16,696,183 | $349,949,514 |

DETAIL OF MODIFICATION A064 OBLIGATIONS
(GSO, contains 5% provisional fee)

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| AF-15-40-30-2 | SL042 | $28,571 | $1,429 | $30,000 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A065 | 10/28/81 | | SF00700/1 |

5. ISSUED BY CODE

U. S. DEPARTMENT OF ENERGY
FRANCISCO OPERATIONS OFFICE
, BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code)
CODE FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

EXECUTED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13.
☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 one DWT COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| L. W. Wheeler (Signature of person authorized to sign) | | BY Robert W. Dominis (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| L. W. Wheeler, Director Contract Administration | 11/6/81 | Contracting Officer | 28 Oct 81 |

30-101

OBLIGATION DATA SHEET
MODIFICATION A065
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A064 | $237,003,663 | $25,194,766 | $71,054,902 | $16,696,183 | $349,949,514 |
| OBS.THIS MOD A065 | 476,190 | -0- | 50,000 | 23,810 | 550,000 |
| TOTAL | $237,479,853 | $25,194,766 | $71,104,902 | $16,719,993 | $350,499,514 |

DETAIL OF MODIFICATION A065 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| 39-AF-15 | 82N312 | $ 50,000 | 0 | $ 50,000 ✓ |
| AF-14-30-2 | SL042 | $ 476,190 | $23,810 | $500,000 ✓ |

ATTACHMENT A
MODIFICATION NO. A065
CONTRACT NO. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III, Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Forty-Nine Million, Nine Hundred Forty-Nine Thousand, Five Hundred Fourteen Dollars ($349,949,514), is revised to read "Three Hundred Fifty Million, Four Hundred Ninety-Nine Thousand, Five Hundred Fourteen Dollars ($350,499,514)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $353,778 for the period beginning October 1, 1981 (an increase of $23,810 from $329,968)."

3. The figure "$333,253,331" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$333,779,521" (an increase of $526,190)."

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A066 | 11/24/81 | | |

5. ISSUED BY — CODE
S. DEPARTMENT OF ENERGY
N FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE

7. CONTRACTOR NAME AND ADDRESS — CODE — FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13.
☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| Wm Reed (Signature of person authorized to sign) | BY Robert W Tomihiro (Signature of Contracting Officer) |

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler, Director Contract Administration | 12/4/81 | Robert W. Tomihiro | 30 Nov 81 |

30-101

ATTACHMENT A
MODIFICATION NO. A066
CONTRACT NO. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III, Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Fifty Million, Four Hundred Ninety-Nine Thousand, Five Hundred Fourteen Dollars ($350,499,514)," is revised to read "Three Hundred Fifty Million, Four Hundred Forty-One Thousand, Four Hundred Seventy-two Dollars ($350,441,472)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $348,064 for the period beginning October 1, 1981 (a decrease of $5,714 from $353,778)."

3. The figure "$333,779,521" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$333,727,193" (a decrease of $52,328)."

4. The B&R Number "AF-14-30-2" which appears in the Obligation Data Sheet of Modification No. A065 is deleted and the B&R Number "AF-15-40-30-2" substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A066
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A065 | $237,479,853 | $25,194,766 | $71,104,902 | $16,719,993 | $350,499,514 |
| OBS. THIS MOD A066 | (52,328) | -0- | -0- | (5,714) | (58,042) |
| TOTAL | $237,427,525 | $25,194,766 | $71,104,902 | $16,714,279 | $350,441,472 |

DETAIL OF MODIFICATION A065 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL | |
|---|---|---|---|---|---|
| WC-01-81-01 | -- | $5,714 | ($5,714) | 0 | ✓ |
| EB-02-01 | 16843 | ($58,042) | 0 | ($58,042) | ✓ |

MTR 76SF00700 — 1

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A067 | 12/4/81 | | |

5. ISSUED BY — CODE RMT

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE

EXECUTED COPY

7. CONTRACTOR NAME AND ADDRESS — CODE — FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8 as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY
(Signature of Contracting Officer)

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler, Director<br>Contract Administration | 12/15/81 | Robert M. Tomihiro | 10 Dec 81 |

30-101

ATTACHMENT A
MODIFICATION NO. A067
CONTRACT NO. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III, Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Fifty Million, Four Hundred Forty-One Thousand, Four Hundred Seventy-two dollars ($350,441,472)," is revised to read "Three Hundred Fifty-Two Million, Nine Hundred Fifty-Two Thousand, Four Hundred Seventy-Two dollars ($352,952,472)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $467,635 for the period beginning October 1, 1981 (an increase of $119,571 from $348,064)."

3. The figure "$333,727,193" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$336,118,622" (an increase of $2,391,429)."

OBLIGATION DATA SHEET
MODIFICATION A067
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A066 | $237,427,525 | $25,194,766 | $71,104,902 | $16,714,279 | $350,441,472 |
| OBS.THIS MOD A067 | 2,391,429 | -0- | -0- | 119,571 | 2,511,000 |
| TOTAL | $239,818,954 | $25,194,766 | $71,104,902 | $16,833,850 | $352,952,472 |

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| AA-15-10-05 | 16864 | $ 320,000 | $ 16,000 | $ 336,000 ✓ |
| AF-15-40-30-2 | SL042 | 2,000,000 | 100,000 | 2,100,000 ✓ |
| 40-10-01-02 | 16868 | 71,429 | 3,571 | 75,000 ✓ |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A068 | 1/30/82 | | SF00700/1 |

5. ISSUED BY CODE
U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of _____

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY _____
(Signature of Contracting Officer)

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| L. W. WHEELER, DIRECTOR<br>CONTRACT ADMINISTRATION | 2/2/82 | | 1/29/82 |

30-101

ATTACHMENT A
MODIFICATION NO. A068
CONTRACT NO. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III, Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Fifty-Two Million, Nine Hundred Fifty-Two Thousand, Four Hundred Seventy-Two dollars ($352,952,472)," is revised to read "Three Hundred Eighty Million, Seven Hundred Sixty-Three Thousand, One Hundred Ninety-Two Dollars ($380,763,192)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE IV - PAYMENTS there is established a provisional fee of $1,502,146 for the period beginning October 1, 1981 (an increase of $1,034,511 from $467,635)."

3. The figure "$336,118,622" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$362,894,831" (an increase of $26,776,209)."

OBLIGATION DATA SHEET
MODIFICATION A068
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A067 | $239,818,954 | $25,194,766 | $71,104,902 | $16,833,850 | $352,952,472 |
| OBS. THIS MOD A068 | 20,101,638 | 588,571 | 6,086,000 | 1,034,511 | 27,810,720 |
| TOTAL | $259,920,592 | $25,783,337 | $77,190,902 | $17,868,361 | $380,763,192 |

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| 39-21 | 76-0130(030) | ($54,790) | -0- | ($54,790) ✓ |
| 39-21 | 81-C601(080) | 54,790 | -0- | 54,790 ✓ |
| 35-AF-15-40.4 | - | 588,571 | 29,429 | 618,000 ✓ |
| 39-AF-15 | 8ZN312 | 1,186,000 | -0- | 1,186,000 ✓ |
| AF-15-40-10.1 | SL048 | 33,271 | 1,664 | 34,935 ✓ |
| AF-15-40-30.Z | SL042 | 20,058,843 | 1,002,942 | 21,061,785 ✓ |
| 40-10-01-06.1 | 16867 | 9,524 | 476 | 10,000 ✓ |
| 39-AF-15 | 78-006E | 4,900,000 | -0- | 4,900,000 ✓ |

SF00700/-1

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A069 | FEB 15, 82 | | |

5. ISSUED BY CODE RMT

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

COPY

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
R. A. Johnson
(Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY Gene Steffy
(Signature of Contracting Officer)

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| R. A. Johnson, Manager Contracts and Proposals | 2/22/82 | Original Signed By. Gene P. Steffy | 4/19/82 |

30-101

ATTACHMENT A
MODIFICATION NO. A069
CONTRACT NO. DE-AM03-76SF00700

1. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1980 through September 30, 1981 is:

(i) $766,241 in Base Fee
(ii) $418,727 in Non-Nuclear Fee
(iii) $83,118 in Technical Management Fee
(iv) $271,898 in Award Fee for the period October 1, 1980 to January 31, 1981
(v) $265,296 in Award Fee for the period February 1, 1981 to May 31, 1981
(vi) $225,275 in Award Fee for the period June 1, 1981 to September 30, 1981."

L5225J material inventory

2. The amount "$362,894,831" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$362,821,784" (a decrease of $73,047).

3. The attached Exhibit I is hereby made a part of this Contract No. DE-AM03-76SF00700.

OBLIGATION DATA SHEET
MODIFICATION A069
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A068 | $259,920,592 | $25,783,337 | $77,190,902 | $17,868,361 | $380,763,192 |
| OBS. THIS MOD A069 | (2,476) | 29,429 | (100,000) | 73,047 | -0- |
| TOTAL | $259,918,116 | $25,812,766 | $77,090,902 | $17,941,408 | $380,763,192 |

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| AF-15-40-30.2 | SL042 | $(2,476) | $ 2,476 | 0 ✓ | 1/ |
| 35-AF-15-40.4 | - | 29,429 | (29,429) | 0 ✓ | |
| 39-AF-15 | 78-006E | (100,000) | 100,000 | 0 ✓ | |

1/ Adjustment of 3rd Trimester Award Fee to reflect award of 27.3 award fee points vs. 27.0 points awarded under Modification A062.

Exhibit I

ROCKWELL INTERNATIONAL CORPORATION

ENERGY SYSTEMS GROUP

SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

I. CONFIDENTIALITY AND NONDISCLOSURE STATEMENT

This Subcontracting Plan is the property of Rockwell International Corporation and contains trade secrets, as well as commercial, financial, privileged and proprietary information. This information is compiled and provided to the Department of Energy for the purpose of complying with applicable federal law and regulations regarding the utilization of small business and small disadvantaged business concerns, and in Rockwell's opinion is exempt from mandatory disclosure under FOIA exemptions relating to trade secrets and commercial, financial, privileged and proprietary information (5 USC §552(b) (4)).

Release of such information shall be governed by the FOIA (5 USC §552) and other applicable law, including the Trade Secrets Act, 18 USC §1905.

II. CONTRACT NUMBER: DE-AM03-76SF00700

III. INDIVIDUAL COMPLETING THIS PLAN: Roberta Hauser
TELEPHONE NUMBER: (213) 341-1000, Extension 1806

IV. A. SUBCONTRACTING PLAN GOALS

Goals for awards to Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged individuals are set forth on separate forms required by the Department of Energy of contractors operating Government facilities.

B. NAME OF INDIVIDUAL

Roberta Hauser is the Small Business and Small Disadvantaged Business Administrator who will administer this subcontracting plan. She is responsible for the development of procedures to insure that an effective Small Business and Small Disadvantaged Business Program is implemented and that it is in compliance with Corporate Policy. She will give full hearing to each Small Business and Small Disadvantaged Business

supplier when he calls and will direct them to the areas of the Purchasing Department where the Supplier's services will be of the most value. She will follow through to insure these suppliers are given equal and fair consideration. She will maintain liaison with the Small Business Administration and representatives of the Government concerned with Small Business and Small Disadvantaged Business programs. She will monitor performance and achievement of goals and report, as necessary, to division and program management.

C. DESCRIPTION OF EFFORT

1. The Corporate Vice President, Purchasing is designated the Corporate Small Business Liaison Officer. A Corporate Administrator is appointed to assist in carrying out Corporate policy. The senior material manager at each major segment of the corporation has designated a person to perform as Administrator of Small Business and Small Disadvantaged Business Programs.

2. Management provides support of Small Business and Small Disadvantaged Business via written policy and procedures, which assures effectiveness through review of statistical information. Small Business and Small Disadvantaged Business statistics are reported quarterly to Corporate and Division management for review. Small Disadvantaged Business goals have been established for each Purchasing Manager and are reviewed monthly.

3. Company policy regarding subcontracting to Small Business and Small Disadvantaged Business concerns is conveyed periodically in briefings to personnel who are in a position to implement decisions concerning source selection. Various programs are in effect which create awareness of management policies and provide recognition to those who have made significant efforts and/or achievements in meeting company objectives.

4. (a) It is the policy of the Corporation that Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of the Corporation's purchase orders and subcontracts for materials, supplies and services, consistent with efficient and economic performance of the Corporation's own contracts.

   (b) Rockwell's Purchasing personnel will actively seek new Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged individuals for development into qualified suppliers.

(c) Rockwell will provide specifications, drawings and other pertinent data to qualified and qualifiable Small business and Small disadvantaged firms to aid them in preparing their bids.

(d) Rockwell will make allowances consistent with contract requirements and good purchasing practices to permit delivery of economical quantities within reasonable delivery schedules.

(e) When mutually beneficial, Rockwell will provide management and technical assistance to Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged persons. The type of assistance offered may include, but not be limited to, quality control guidance, technical, manufacturing and financial consultation and assistance.

5. Directories listing Small Business and Small Business concerns owned and controlled by socially and economically disadvantaged persons that have capabilities identifiable to requirements are available to the divisions and are utilized, as required, in establishing potential bidders lists. Potential source listings available from the cognizant Government Agency or the Small Business Administration are utilized to the extent necessary to insure that Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged persons are considered in developing bid lists. Contract representatives will attend procurement conferences, seminars, trade fairs and other such functions where participation is expected to expose new or additional qualified Small Business concerns or Small Business concerns owned and controlled by the socially and economically disadvantaged persons.

D. CLAUSE FLOW DOWN

The Contractor agrees to include the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" of FPR Temporary Regulation No. 50 in all subcontracts which offer further subcontracting opportunities. In all subcontracts in excess of $500,000 the Contractor agrees to include a requirement for the subcontractor to develop and implement a plan as required by FPR Temporary Regulation No. 50.

E. SUBCONTRACTOR PERFORMANCE

Contractor agrees to secure plans from its subcontractors and monitor the subcontractor's progress in meeting goals contained therein. Plans so received will be reviewed and approved by Contractor's cognizant Buyer and a copy of the plan will be retained in Contractor's files. Subcontractors will be required to report progress in the same manner and times as the Subcontractor reports progress under any prime contracts it may have with the U.S. Government. When a subcontractor has no prime contracts, reports will be required on a quarterly basis.

F. REPORTS

Contractor will submit such periodic reports and cooperate in any studies or surveys as may be required by the cognizant procuring agency and the Small Business Administration to determine the extent of contractor compliance with this subcontracting plan.

G. RECORDS

The Contractor maintains, among others, the following records:

1. Corporate Material Procedures.

2. Source lists of Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged individuals.

3. Records of efforts to identify and award subcontracts to Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged individuals.

4. Commitment records of all subcontracts and purchase orders.

5. Complete case files of all procurement transactions.

srs:824

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| MOD A070 | 2/19/82 | | SF00700/1 |

5. ISSUED BY CODE RMT

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

EXECUTED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)
R. A. Johnson, Manager
Contracts and Proposals

16. DATE SIGNED
2/22/82

17. UNITED STATES OF AMERICA
BY _____
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print)
Original Signed By
Gene P. Staffy

19. DATE SIGNED
2/19/82

30-101

ATTACHMENT A
MODIFICATION NO. A070
CONTRACT NO. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III, Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Eighty Million, Seven Hundred Sixty-Three Thousand, One Hundred Ninety-Two Dollars ($380,763,192)," is revised to read "Three Hundred Eighty Million, Six Hundred Sixty-Three Thousand, One Hundred Ninety-Two Dollars ($380,663,192)."

2. The amount "$362,821,782" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$362,721,784" (a decrease of $100,000)."

OBLIGATION DATA SHEET
MODIFICATION A070
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A069 | $259,918,116 | $25,812,766 | $77,090,902 | $17,941,408 | $380,763,192 |
| OBS. THIS MOD A070 | -0- | (100,000) | -0- | -0- | (100,000) |
| TOTAL | $259,918,116 | $25,712,766 | $77,090,902 | $17,941,408 | $380,663,192 |

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| 35-AF-15-40.4 | - | ($100,000) | -0- | ($100,000) |

). PROC. REG. (41 CFR) 1-16.101

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A071 | 29MAR82 | | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY *(If other than block 5)* | CODE |
|---|---|---|---|
| U.S. DEPARTMENT OF ENERGY<br>SAN FRANCISCO OPERATIONS OFFICE<br>333 BROADWAY<br>OAKLAND, CA 94612 | BT | | |

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* — CODE — FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P.O. BOX 309
CANOGA PARK, CA 91304

CONFORMED COPY

8.
- ☐ AMENDMENT OF SOLICITATION NO. _____
- DATED _____ *(See block 9)*
- ☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
- DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of _____

It modifies the above numbered contract as set forth in block 12.

SCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| (Signature of person authorized to sign) | BY (Signature of Contracting Officer) |

| AME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler<br>Director, Contract Administration | 4/1/82 | Robert M. Tomiflre | 31Mar82 |

30-101

ATTACHMENT A

MODIFICATION NO. A071
CONTRACT NO. DE-AM03-76SF00700

1. So much of paragraph (a) of Article III, Obligation of Funds, Program Development, and Financial Plan Procedures - as reads "Three Hundred Eighty Million, Six Hundred Sixty-Three Thousand, One Hundred Ninety-Two Dollars ($380,663,192) is revised to read "Three Hundred Eighty-Four Million, Three Hundred Seven Thousand, One Hundred Ninety-Two Dollars ($384,307,192)"

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE IV - PAYMENTS there is established a provisional fee of $1,727,288 for the period beginning October 1, 1981 (an increase of $152,095 from $1,575,193)."

3. The figure "$362,721,784" in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read "$366,213,689" (an increase of $3,491,905)."

OBLIGATION DATA SHEET
MODIFICATION A071
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A070 | $259,918,116 | $25,712,766 | $77,090,902 | $17,941,408 | $380,663,19 |
| OBS. THIS MOD A071 | 3,041,905 | 100,000 | 350,000 | 152,095 | 3,644,00 |
| TOTAL | $262,960,021 | $25,812,766 | $77,440,902 | $18,093,503 | $384,307,19 |

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| 39-21 | 82-C601(010) | $350,000 | -0- | $350,000 ✓ |
| AA-15-10-05 | 16864 | $632,381 | $31,619 | $664,000 ✓ |
| EB-01-01 | 16840 | $209,524 | $10,476 | $220,000 ✓ |
| EB-03-02 | 16845 | $761,905 | $38,095 | $800,000 ✓ |
| 40-10-01-06.1 | 16867 | $57,143 | $2,857 | $60,000 ✓ |
| EA-04 | 16887 | $1,047,619 | $52,381 | $1,100,000 ✓ |
| EB-01-02 | 16881 | $333,333 | $16,667 | $350,000 ✓ |
| 35-AF-15-40.4 | --- | $100,000 | -0- | $100,000 ✓ |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M072 | APR 15, 82 | | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY *(If other than block 5)* | CODE |
|---|---|---|---|
| RMT | | | |

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* — CODE — FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORP
P. O. BOX 309
CANOGA PARK, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of MUTUAL AGREEMENT OF THE PARTIES
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. THE AMOUNT "$766,241" WHICH APPEARS IN SECTION (i) OF SUBPARAGRAPH (3) OF PARAGRAPH (b) FEES, OF ARTICLE IV - ALLOWABLE COSTS AND FEES OF MODIFICATION A069 - IS DELETED AND THE AMOUNT $761,016" SUBSTITUTED THEREFORE.

2. SUBPARAGRAPH 7 OF PARAGRAPH (b) OF ARTICLE IV - ALLOWABLE COSTS AND FEES OF MODIFICATION A071 IS REVISED TO READ AS FOLLOWS:

"(7) IN ACCORDANCE WITH PARAGRAPH (a) OF ARTICLE IV - PAYMENTS - THERE IS ESTABLISHED A PROVISIONAL FEE OF $1,725,064 FOR THE PERIOD BEGINNING OCTOBER 1, 1982 (AN INCREASE OF $152,095 FROM $1,572,717)"

3. ATTACHMENT A HERETO IS PROVIDED FOR ADMINISTRATIVE PURPOSES ONLY.

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| (Signature of person authorized to sign) | BY (Signature of Contracting Officer) |

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler, Director<br>Contract Administration | 4/28/82 | Robert M. Tomihiro | 23Apr82 |

30-101

CONTRACT DE-AM03-76SF00700
MODIFICATION M072

ATTACHMENT A

ITEM 1

The amount $766,241 incorrectly included $5,225 in Straight Line fee which had been deleted in Modification A053. The amount was inadvertantly added back into Base Fee in Modification A062. This Modification A072 reduces the FY 1981 Base Fee to $761,016.

ITEM 2

The amount $1,727,288 which appeared in Modification A071 is revised as follows:

| | |
|---|---|
| $1,727,288 | Modification A071 |
| 252 | Fee Carry-Over from FY 1981, Project 16879, not previously included |
| (2,476) | FY 1981 3rd Trimester Award Fee adjustment incorrectly included in FY 1981 Provisional Fee |
| $1,725,064 | |

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A073 | APR 15, 82 | | |

5. ISSUED BY CODE RMT

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORP.
P. O. BOX 309
CANOGA PARK CA 91304

CONFORMED COPY

8.

☐ AMENDMENT OF SOLICITATION NO. _____

DATED _____ *(See block 9)*

☒ MODIFICATION OF CONTRACT/ORDER NO. AM03-76SF00700

DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of MUTUAL AGREEMENT OF THE PARTIES

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY L. W. Wheeler (Signature of person authorized to sign) | | BY Robert W. Tomihiro (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER *(Type or print)* L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED 4/28/82 | 18. NAME OF CONTRACTING OFFICER *(Type or print)* Robert M. Tomihiro | 19. DATE SIGNED 23Apr82 |

21

ATTACHMENT A

1. Subparagraph (3) of Paragraph (b) Fees, of Article IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1981 through September 30, 1982 is:

(i) $795,579 in Base Fee

(ii) $263,449 in Provisional Non-Nuclear Fee

(iii) $205,198 in Award Fee for the Period October 1, 1981 through January 31, 1982

(iv) $651,579 in Award Fee Pool, not awarded or available to the Contractor

2. The figure "$366,~~312~~213,689" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$366,022,948" (a decrease of $190,741).

| PROGRAM | B&R | FY 82 OBLIGATIONS INCLUDING CO THRU A071 COST | FEE | TOTAL | ADJUSTMENT COST | FEE | CURRENT OBLIGATIONS COST | FEE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| SL042 | AF-15-40-30.2 | 27,032,341 | 1,351,618 | 28,383,959 | (14,782) | 14,782 | 27,017,559 | 1,366,400 | 28,383,959 |
| SL048 | AF-15-40-10.1 | 142,795 | 7,140 | 149,935 | (92) | 92 | 142,703 | 7,232 | 149,93 |
| --- | WC-01-81-01.0 | 120,000 | -0- | 120,000 | --- | --- | 120,000 | -0- | 120,00 |
| 16889 | WB-00-00-00 | 23,764 | 1,188 | 24,952 | --- | --- | 23,764 | 1,188 | 24,95 |
| 16889 | WB-00-00-00 | 33,379 | 1,669 | 35,048 | --- | --- | 33,379 | 1,669 | 35,04 |
| --- | 35-AF-15-40.4 | 618,000 | -0- | 618,000 | --- | --- | 618,000 | -0- | 618,00 |
| 81-A601(210) | 39-WB | 34,098 | -0- | 34,098 | --- | --- | 34,098 | -0- | 34,09 |
| 81-A601(670) | 39-WB | 9,765 | -0- | 9,765 | --- | --- | 9,765 | -0- | 9,76 |
| 82-N312 | 39-AF-15 | 1,236,000 | -0- | 1,236,000 | --- | --- | 1,236,000 | -0- | 1,236,00 |
| 81-C601(080) | 39-21 | 420,006 | -0- | 420,006 | (25,000) | 25,000 | 395,006 | 25,000 | 420,00 |
| 82-C601 | 39-21 | 350,000 | -0- | 350,000 | (7,780) | 7,780 | 342,220 | 7,780 | 350,00 |
| 78-6-E | 39-AF-15 | 4,800,000 | 100,000 | 4,900,000 | (143,087) | 143,087 | 4,656,913 | 243,087 | 4,900,00 |
| | | 34,820,148 | 1,461,615 | 36,281,763 | (190,741) | 190,741 | 34,629,407 | 1,652,356 | 36,28 |

WFR 1024-00/00-1

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A074 | May 25, 1982 | | |

5. ISSUED BY CODE
US Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

EXECUTED COPY

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corp.
P.O. Bos 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of mutual agreement of the parties
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See ATTACHMENT A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY
(Signature of Contracting Officer)

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler, Director<br>Contract Administration | 6/17/82 | Robert M. Tomihiro | 21 May 82 |

30-101

ATTACHMENT A

1. Subparagraph (3) of Paragraph (b) Fees, of Article IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1981 through September 30, 1982 is:

(i) $795,579 in Base Fee

(ii) $543,849 in Provisional Non-Nuclear Fee

(iii) $205,198 in Award Fee for the Period October 1, 1981 through January 31, 1982

(iv) $651,579 in Award Fee Pool, not awarded or available to the Contractor

2. The figure "$366,022,948" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$365,742,548" (a decrease of $280,400).

OBLIGATION DATA SHEET
Modification A074

| PROGRAM | B&R NO. | CURRENT OBLIGATIONS COST | FEE | TOTAL | CURRENT ESTIMATE COST | FEE | TOTAL | FEE ADJUSTMENT |
|---|---|---|---|---|---|---|---|---|
| 16840 | EB-01-01-01 | 483,107 | 18,373 | 501,480 | 474,033 | 27,447 | 501,480 | 9,074 |
| 16843 | EB-02-01 | 79,824 | -0- | 79,824 | 75,455 | 4,369 | 79,824 | 4,369 |
| 16845 | EB-03-02 | 925,020 | 42,265 | 967,285 | 914,343 | 52,942 | 967,285 | 10,677 |
| 16864 | AA-15-10-05 | 1,492,227 | 47,619 | 1,539,846 | 1,471,771 | 68,075 | 1,539,846 | 20,456 |
| 16865 | AM-15-15 | 324,529 | -0- | 324,529 | 305,975 | 18,554 | 324,529 | 18,554 |
| 16865(a) | AM-18-10-00 | 50,000 | -0- | 50,000 | 50,000 | -0- | 50,000 | -0- |
| 16866 | CC-10-10 | 175,119 | -0- | 175,119 | 171,014 | 4,105 | 175,119 | 4,105 |
| 16867 | 40-10-01-06 | 111,751 | 3,333 | 115,084 | 108,790 | 6,294 | 115,084 | 2,961 |
| 16868 | 40-10-01-02 | 158,699 | 4,761 | 163,460 | 154,538 | 8,922 | 163,460 | 4,161 |
| 16870 | EB-02-01 | 1,881,011 | 11,048 | 1,892,059 | 1,793,978 | 98,081 | 1,892,059 | 87,033 |
| 16876 | AC-20-10-20 | 264,455 | -0- | 264,455 | 249,981 | 14,474 | 264,455 | 14,474 |
| 16877 | CC-10-10 | 64,078 | -0- | 64,078 | 63,257 | 821 | 64,078 | 821 |
| 16878 | AC20-10-20 | 215,561 | -0- | 215,561 | 203,763 | 11,798 | 215,561 | 11,798 |
| 16879 | 40-10-01-02 | 7,340 | 252 | 7,592 | 7,176 | 416 | 7,592 | 164 |
| 16881 | EB-01-02 | 410,999 | 20,762 | 431,761 | 408,226 | 23,535 | 431,761 | 2,773 |
| 16882 | AM-15-20 | 116,954 | 2,381 | 119,335 | 113,862 | 5,473 | 119,335 | 3,092 |
| 16883 | EB-01-01-01 | 86,114 | -0- | 86,114 | 81,407 | 4,707 | 86,114 | 4,707 |
| 16885 | EB-02-01 | 20,233 | -0- | 20,233 | 19,138 | 1,095 | 20,233 | 1,095 |
| 16888 | AM-15-15 | 39,464 | -0- | 39,464 | 37,329 | 2,135 | 39,464 | 2,135 |
| 80G002 | 39-AM-15 | 65,362 | -0- | 65,362 | 63,993 | 1,369 | 65,362 | 1,369 |
| 16887 | EA04 | 3,219,976 | 112,655 | 3,332,631 | 3,143,394 | 189,237 | 3,332,631 | 76,582 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A075 | 18 Jun 82 | | |

5. ISSUED BY — CODE: RMT

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE:

RECEIVED
JUN 24 1982
Correspond ept.

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* — CODE: — FACILITY CODE:

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P.O. BOX 309
CANOGA PARK, CA 91304

CONFORMED COPY

8.
- ☐ AMENDMENT OF SOLICITATION NO. _____, DATED _____ *(See block 9)*
- ☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700, DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of MUTUAL AGREEMENT OF THE PARTIES

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED: 6/25/82 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)*: Robert M. Tomihiro | 19. DATE SIGNED: 22 Jun 82 |

30-101

☆ U.S. Government Printing Office: 1978—243-647/31

ATTACHMENT A

1. Subparagraph (3) of Paragraph (b) Fees, of Article IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1981 through September 30, 1982 is:

(i) $795,579 in Base Fee

(ii) $582,501 in Provisional Non-Nuclear Fee

(iii) $205,198 in Award Fee for the Period October 1, 1981 through January 31, 1982

(iv) $712,806 in Award Fee Pool, not awarded or available to the Contractor

2. The figure "$365,742,548" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$367,562,669", (an increase of $1,820,121).

OBLIGATION DATA SHEET
MODIFIACTION A075
CONTRACT NO. DE-AM03-76SF00700

| | Operating | Equipment | Plant | Fee | Total |
|---|---|---|---|---|---|
| OBS. THROUGH A074 | $262,666,116 | $25,812,766 | $77,263,666 | $18,564,644 | $384,307,192 |
| OBS. THIS MOD A075 | 1,671,288 | -0- | 148,833 | 99,879 | 1,920,000 |
| TOTAL | $264,337,404 | $25,812,766 | $77,412,499 | $18,664,523 | $386,227,192 |

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| AC-20-10-20 | 16878 | $379,192 | $20,808 | $400,000 | 1 ✓ |
| AC-20-10-20 | 16892 | 23,699 | 1,301 | 25,000 | 1 ✓ |
| EB-01-01 | 16890 | 222,775 | 12,225 | 235,000 | 1 ✓ |
| EF-01-04 | 16891 ✓ | 75,838 | 4,162 | 80,000 | 1 ✓ |
| 40-10-01-06 | 16871 | (14,220) | (780) | (15,000) | 1 ✓ |
| 39-WB | 82-A601(710) | 58,775 | 3,225 | 62,000 | 1 ✓ |
| 39-WB | 82-A601(600) | 90,058 | 4,942 | 95,000 | 1 ✓ |
| AF-15-40-30.2 | SL042 | 966,940 | 53,060 | 1,020,000 | 2 ✓ |
| AM-10-05-30 | 16882 | 17,064 | 936 | 18,000 | 2 ✓ |

Notes

1 Fee added (deleted) to Provisional Non Nuclear Fee

2. Fee added to Award Fee Pool

All fees calculated based upon 5.202%

16SF00700A

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A076 | July 25,82 | | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY *(If other than block 5)* | CODE |
|---|---|---|---|
| U. S. DEPARTMENT OF ENERGY<br>SAN FRANCISCO OPERATIONS OFFICE<br>1333 BROADWAY, OAKLAND, CA 94612 | RMT | | |

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* — CODE ____ FACILITY CODE ____

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P. O. BOX 309
CANOGA PARK, CA 91304

EXECUTED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. ____
DATED ____ *(See block 9)*
☐ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning ____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to ____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13.
☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| L. W. Wheeler<br>(Signature of person authorized to sign) | | BY Robert M. Tomihiro<br>(Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
| L. W. Wheeler, Director<br>Contract Administration | 8/2/82 | Robert M. Tomihiro | 29 Jul 82 |

30-101

ATTACHMENT A

1. Subparagraph (3) of Paragraph (b) Fees, of Article IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1981 through September 30, 1982 is:

(i) $795,579 in Base Fee

(ii) $595,766 in Provisional Non-Nuclear Fee

(iii) $205,198 in Award Fee for the period October 1, 1981 through January 31, 1982

326,603 Award Fee

(iv) ~~$349,942~~ in Award Fee for the period February 1 1982 through May 31, 1982

386,203 Award Fee

(v) ~~$362,864~~ in Award Fee Pool, not awarded or available to the Contractor

2. The figure "$367,562,669" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read $$367,804,404" (an increase of $241,735).

3. The numeral "2" in the Note column of Program 16882 on the Obligation Data Sheet of Modification No. A075 is deleted and the numeral "1" substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A076
CONTRACT NO. DE-AM03-76SF00700

| | Operating | Equipment | Plant | Fee | Total |
|---|---|---|---|---|---|
| Obs. through A075 | $264,337,404 | $25,812,766 | $77,412,499 | $18,664,523 | $386,227,192 |
| Obs. this mod A076 | 241,735 | -0- | -0- | 13,265 | 255,000 |
| TOTAL | $264,579,139 | $25,812,766 | $77,412,499 | $18,677,788 | $386,482,192 |

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| EB-03-02 | 16845 | 142,197 ~~142,179~~ | 7,803 ~~4,083~~ | 150,000 | 1 ✓ |
| EB-01-02 | 16881 | 99,538 | 5,462 | 105,000 | 1 ✓ |

Notes

1 Fee added to Provisional Non Nuclear Fee
Provisional Fee calculation based upon 5.202%

FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A077 | 27 SEP 82 | | |

5. ISSUED BY — CODE

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE

7. CONTRACTOR NAME AND ADDRESS — CODE — FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| BY (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
| L. W. Wheeler, Director Contract Administration | 9/30/82 | Robert M. Tomihiro | 29 Sep 82 |

Attachment A
Modification A077

1. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1982 is:

(i) $791,940 in Base Fee

(ii) $310,571 in Non-Nuclear Fee

(iii) $196,955 in Technical Management Fee

(iv) $204,262 in Award Fee for the period 01 October 1981 to 31 January 1982

(v) $325,112 in Award Fee for the period 01 February 1982 to 31 May 1982

(vi) $230,017 in Award Fee for the period 01 June 1982 to 30 September 1982

2. The amount "$367,804,404" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read: "$368,055,753" (an increase of

OBLIGATION DATA SHEET
MODIFICATION A077
CONTRACT NO. DE-AM03-76SF00700

| | Operating | Equipment | Plant | Fee | Total |
|---|---|---|---|---|---|
| Obs. through A076 | $264,579,139 | $25,812,766 | $77,412,499 | $18,677,788 | $386,482,192 |
| Obs. this mod A077 | 84,113 | -0- | 167,236 | (251,349) | -0- |
| TOTAL | $264,663,252 | $25,812,766 | $77,579,735 | $18,426,439 | $386,482,192 |

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| AF-15-40-30.2 | SL042 | (5745) | 5745 | -0- | |
| AF-15-40-10.1 | SL048 | (765) | 765 | -0- | |
| WB-00 | 16889 | 191 | (191) | -0- | |
| WB-00 | 16889A | 268 | (268) | -0- | |
| 39-AF-15 | 78.006E | 169,953 | (169,953) | -0- | |
| 39-21 | 81-C601(080) | 14,399 | (14,399) | -0- | |
| 39-21 | 82-C601(010) | 7780 | (7780) | -0- | |
| 39-WB | 82-A601(710) | 2964 | (2964) | -0- | |
| 39-WB | 82-A601(600) | 4942 | (4942) | -0- | |
| 39-WB | 81-A601(210) | (1134) | 1134 | -0- | |
| 39-AF-15 | 76-6-B | (16,631) | 16,631 | -0- | |
| 39-AF-15 | 78-6-A | (13,970) | 13,970 | -0- | |
| EB-01-01 | 16840 | (940) | 940 | -0- | |
| EB-02-01 | 16843 | 12 | 164 | 176 | |
| AA-15-10-05 | 16864 | (10,677) | 10,677 | -0- | |
| AM-15-15 | 16865 | 4673 | (4673) | -0- | |
| CC-10-10 | 16866 | (145) | 145 | -0- | |
| 40-10-01-06 | 16867 | 911 | (911) | -0- | |
| 40-10-01-02 | 16868 | (314) | 314 | -0- | |

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| EB-02-01 | 16870 | 17,448 | (17,624) | (176) | |
| 40-10-01-06 | 16871 | 77 | (77) | -0- | |
| AC-20-10-20 | 16876 | 33,021 | 2524 | 35,545 | |
| CC-10-10 | 16877 | (29) | 29 | -0- | |
| AC-20-10-20 | 16878 | (23,903) | (11,642) | (35,545) | |
| 40-10-01-02 | 16879 | (795) | 795 | -0- | |
| EB-01-02 | 16881 | 5766 | (5766) | -0- | |
| AM-15-20 | 16882 | (193) | 193 | -0- | |
| AM-10-05-30 | 16882A | 199 | (199) | -0- | |
| EB-01-01-01 | 16883 | (166) | 166 | -0- | |
| EB-02-01 | 16885 | (38) | 38 | -0- | |
| AM-15-15 | 16888 | (75) | 75 | -0- | |
| EB-01-01 | 16890 | 8825 | (8825) | -0- | |
| EF-01-04 | 16891 | 3312 | (3312) | -0- | |
| AC-20-10-20 | 16892 | 168 | (168) | -0- | |
| 39-AM-15 | 80-G002 | (1067) | 1067 | -0- | |
| EB-03-02 | 16845 | 22,557 | (22,557) | -0- | |
| EA-04 | 16887 | 30,470 | (30,470) | -0- | |

AMD FORM 30, JULY 1966
...RAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A078 | 27 SEP 82 | | |

5. ISSUED BY — CODE

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE

7. CONTRACTOR NAME AND ADDRESS — CODE — FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Mr. L. W. Wheeler, Manager
Contracts and Pri...
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8. ☐ AMENDMENT OF SOLICITATION NO. _____

DATED _____ *(See block 9)*

☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700

DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED: 9/30/82 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)*: Robert M. Tomihiro | 19. DATE SIGNED: 29Sep82 |

30-101

1. The sentence in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - which begins: "The amount presently obligated by the Government..." is deleted and the following new sentence substituted therefor: "The amount presently obligated by the Government with respect to this contract is Three Hundred Ninety-Five Million, Three Hundred Thousand, Eight Hundred Seventy Dollars and Seventy-One Cents (395,300,875.71)."

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $439,529 for the period beginning October 1, 1982."

3. The sentence in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES which begins: "The amount presently obligated for allowable cost..." is deleted and the following new sentence substituted therefor: "The amount presently obligated for allowable cost hereunder exclusive of fee is $ Three Hundred Seventy-Six Million, Four Hundred Thirty-Four Thousand, Nine Hundred Two Dollars and Seventy-One Cents ($376,434,902.71)."

OBLIGATION DATA SHEET
MODIFICATION A078
CONTRACT NO. DE-AM03-76SF00700

| | Operating | Equipment | Plant | Fee | Total |
|---|---|---|---|---|---|
| Obs. through A077 | $264,663,252.00 | $25,812,766 | $77,579,735 | $18,426,439 | $386,482,192. |
| Obs. this Mod A078 | 8,039,437.71 | -0- | 339,712 | 439,529 | 8,818,678. |
| TOTAL | $272,702,689.71 | $25,812,766 | $77,919,447 | $18,865,968 | $395,300,870. |

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| 40-04-02 | 16893 | $190,000 | $10,000 | $200,000 | |
| AF-15-40-30.2 | SL042 | $190,000 | $10,000 | $200,000 | |
| AC-20-10-20 | 16878 | ($ 80,000) | -0- | ($ 80,000) | |
| 40-10-01-02 | 16879 | $ 7,956 | 419 | $ 8,375 | |
| EB-01-01 | 16840 | $ 38,000 | $ 2,000 | $ 40,000 | |
| EB-03-02 | 16845 | $555,750 | $29,250 | $585,000 | |
| EB-01-02 | 16890 | $285,000 | $15,000 | $300,000 | |
| 39-21 | 81-C601 (080) | $339,712 | $17,880 | $357,592 | |
| EB-01-01 | 16840 | $ 38,000 | $ 2,000 | $ 40,000 | |
| EB-01-01 | 16883 | 28,500 | $ 1,500 | $ 30,000 | |
| EA-04 | 16887 | $2,375,000 | 125,000 | $2,500,000 | |
| EB-02-01 | 16870 | $ 45,600 | $ 2,400 | $ 48,000 | |
| AF-15-40-30.2 | SL042 | $4,132,500 | 217,500 | $4,350,000 | |
| 40-10-01-02 | 16844 | ($ 2,379.29) | -0- | ($ 2,379.29) | |
| EB-01-02 | 16881 | $ 68,400 | $ 3,600 | $ 72,000 | |
| EF-01-04 | 16891 | $ 28,115 | $ 1,480 | $ 29,595 | |
| 40-10-01-02 | 16868 | $ 28,500 | $ 1,500 | $ 30,000 | |
| EC-04 | 16894 | $ ~~28,500~~ 30,000 Revised | $ ~~1,500~~ -0- Revised | $ 30,000 | |
| PE-01 | 16894 | ~~$76,471~~ 80,496 Revised | $ ~~4,025~~ -0- Revised | $ 80,496 | |

ANDARD FORM 30, JULY 1966
RAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A079 | 27SEP82 | | |

5. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director Contract Administration | 16. DATE SIGNED: 9/30/82 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)*: Robert M. Tomihiro | 19. DATE SIGNED: 29Sep82 |

30-101

OBLIGATION DATA SHEET
MODIFICATION A079
CONTRACT NO. DE-AM03-76SF00700

| | Operating | Equipment | Plant | Fee | Total |
|---|---|---|---|---|---|
| Obs. through A078 | $272,702,689.71 | $25,812,766 | $77,919,447 | $18,865,968 | $395,300,870.7 |
| Obs. this Mod A079 | (35,894.00) | -0- | -0- | -0- | (35,894.0 |
| TOTAL | $272,666,795.71 | $25,812,766 | $77,919,447 | $18,865,968 | $395,264,976.7 |

| B&R | PROGRAM | COST | FEE | TOTAL | NOTE |
|---|---|---|---|---|---|
| EB-02-01 | 16870 | $409,000 | -0- | $409,000 | |
| PE-01 | 16894 | (29,894) | -0- | (29,894) | |
| AF-15-40-30.2 | SL042 | (415,000) | -0- | (415,000) | |

Attachment A
Modification No. A079
Contract No. DE-AM03-76SF00700

1. The amount "Three Hundred Ninety-Five Million, Three Hundred Thousand, Eight Hundred Seventy Dollars and Seventy-One Cents ($395,300,870.71)" which appears in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - is deleted and the amount "Three Hundred Ninety-Five Million, Two Hundred Sixty-Four Thousand, Nine Hundred Seventy-Six Dollars and Seventy-One Cents ($395,264,976.71)" substituted therefor.

2. The amount "Three Hundred Seventy-Six Million, Four Hundred Thirty-Four Thousand, Nine Hundred Two Dollars and Seventy-One Cents ($376,434,902.71)" which appears in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Three Hundred Seventy-Six Million, Three Hundred Ninety-Nine Thousand, Eight Dollars and Seventy-One Cent ($376,399,008.71) substituted therefor.

76SF00700/1

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A080 | 01/OCT/82 | | |

5. ISSUED BY CODE

U.S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

(Street, city, county, state, and ZIP Code)

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

EXECUTED COPY

8. ☐ AMENDMENT OF SOLICITATION NO. _____

DATED _____ (See block 9)

☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700

DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| [signature] (Signature of person authorized to sign) | BY [signature] (Signature of Contracting Officer) |

| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler, Director<br>Contract Administration | 12/6/82 | Robert M. Tomihiro | 23 Nov 82 |

30-101

☆U.S. GPO:1980-0-311-153/5520

Attachment A
Modification No. A080
Contract No. DE-AM03-76SF00700

1. The amount "Three Hundred Ninety-Five Million, Two Hundred Sixty-Four Thousand, Nine Hundred Seventy-Six Dollars and Seventy-One Cents ($395,264,976.71)" which appears in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - is deleted and the amount "Four Hundred One Million, Five Hundred Thirty-Four Thousand, Three Hundred Seventy-Four Dollars and Seventy-One Cents ($401,534,374.71)" substituted therefor.

2. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $317,500 for the period beginning October 1, 1982."

3. The amount "Three Hundred Seventy-Six Million, Three Hundred Ninety-Nine Thousand, Eight Dollars and Seventy-One Cent ($376,399,008.71) which appears in paragraph (a) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Three Hundred Eighty-Two Million, Three Hundred Fifty Thousand, Nine Hundred Six Dollars and Seventy-One Cents ($382,350,906.71)" substituted therefor.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A081 | 15 DEC 82 | | 76SF00700/1 |

5. ISSUED BY CODE

U. S. Department of Energy
n Francisco Operations Office
33 Broadway
akland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

(Street, city, county, state, and ZIP Code)

Mr. L. W. Wheeler, Manager
Contracts and Pricing
Energy Systems Group
Rockwell International Coroporation
P. O. Box 309
Canoga Park, CA 91304

EXECUTED COPY

8. ☐ AMENDMENT OF SOLICITATION NO. _____

DATED _____ (See block 9)

☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700

DATED 11/01/66 (See block 11)

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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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties.

It modifies the above numbered contract as set forth in block 12.

CRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

EXECUTED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| [signature] (Signature of person authorized to sign) | | BY [signature] (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| L. W. Wheeler, Director Contract Administration | 1/5/83 | Robert M. Tomihiro | 14 Dec 82 |

30-101

Attachment A
Modification A081

1. Subparagraph (3) of paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COST AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1982 is:

(i) $791,940 in Base Fee

(ii) $310,571 in Non-Nuclear Fee

(iii) $196,955 in Technical Management Fee

(iv) $204,262 in Award Fee for the period 01 October 1981 to 31 January 1982

(v) $325,112 in Award Fee for the period 01 February 1982 to 31 May 1982

(vi) $248,610 in Award Fee for the period 01 June 1982 to 30 September 1982

2. The amount "Three Hundred Eighty-Two Million, Three Hundred Fifty Thousand, Nine Hundred Six Dollars and Seventy-One Cents ($382,350,906.71)" which appears in paragraph(c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Three Hundred Eighty-Two Million, Three Hundred Thirty-Two Thousand, Three Hundred Thirteen Dollars and Seventy-One Cents ($382,332,313.71)" substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A081
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A080 | $275,483,693.71 | $25,812,766 | $81,054,447 | $19,183,468 | $401,534,374.71 |
| OBS. THIS MOD A081 | (18,593.00) | -0- | -0- | 18,593 | -0- |
| Total | $275,465,100.71 | $25,812,766 | $81,054,447 | $19,202,061 | $401,534,374.71 |

DETAIL OF MODIFICATION A065 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | Total |
|---|---|---|---|---|
| AF-15-40-30.2 | SL042 | ($18,593) | $18,593 | $-0- |

FORM 30, JULY 1960
GENERAL SERVICES ADMINISTRATION
FPR (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A082 | 12/17/82 | | |

5. ISSUED BY CODE

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE JPL

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

MR. L. W. WHEELER, MANAGER
CONTRACTS AND PRICING
ENERGY SYSTEMS GROUP
ROCKWELL INTERNATIONAL CORPORATION
P.O. BOX 309
CANOGA PARK, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

CONFORMED COPY

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law
☐ Modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 13. CONTRACTOR/OFFEROR | 14. DATE SIGNED | 15. UNITED STATES OF AMERICA | 16. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler (Signature of person authorized to sign) | 1/5/83 | BY F. K. Browning (Signature of Contracting Officer) | 12/20/82 |
| NAME AND TITLE OF SIGNER (Type or print): L. W. Wheeler, Director Contract Administration | | 18. NAME OF CONTRACTING OFFICER (Type or print): [illegible] | |

ATTACHMENT A
MODIFICATION NO. A082
CONTRACT NO. DE-AM03-76SF00700

1. The amount "Four Hundred One Million, Five Hundred Thirty-Four Thousand, Three Hundred Seventy-Four Dollars and Seventy-One Cents ($401,534,374.71)" which appears in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - is deleted and the amount "Four Hundred Two Million, Six Hundred Thirty-Eight Thousand, Three Hundred Seventy-Four Dollars and Seventy-One Cents ($402,638,374.71)" substituted therefor.

2. Subparagraph (7) of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $375,200 for the period beginning October 1, 1982."

3. The amount "Three Hundred Eighty-Two Million, Three Hundred Thirty-Two Thousand, Three Hundred Thirteen Dollars and Seventy-One Cents ($382,332,313.71)" which appears in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Three Hundred Eighty-Three Million, Three Hundred Seventy-Eight Thousand, Six Hundred Thirteen Dollars and Seventy-One Cents ($383,378,613.71)" substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A082
CONTRACT NO. DE-AM03-76SF00700

| | COST | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS. THROUGH A081 | $275,465,100.71 | $25,812,766 | $81,054,477 | $19,202,061 | $401,534,374.71 |
| OBS.THIS MOD A082 | 703,800 | 200,000 | 142,500 | 57,700 | 1,104,000 |
| TOTAL | $276,168,900.71 | $26,012,766 | $81,196,977 | $19,259,761 | $402,638,374.71 |

DETAIL OF MODIFICATION A082 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| B0201 | 16870 | ($250,000) | $ 0 | ($250,000) |
| EB0101 | 16840 | 95,000 | 5,000 | 100,000 |
| EB0302 | 16845 | 41,800 | 2,200 | 44,000 |
| 35AF154004 | 99ZZ | 200,000 | 0 | 200,000 |
| 39AM15 | 80G002 | 95,000 | 5,000 | 100,000 |
| AA151005 | 16864 | ( 133,000) | ( 7,000) | ( 140,000) |
| 39AM15 | 80G001 | 47,500 | 2,500 | 50,000 |
| AF1540302 | SL042 | 950,000 | 50,000 | 1,000,000 |
| | | $1,046,300 | $57,700 | $1,104,000 |

GENERAL SERVICES ADMINISTRATION
D PROC REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION

| | | | |
|---|---|---|---|
| 1. AMENDMENT/MODIFICATION NO. A083 | 2. EFFECTIVE DATE 11 Feb 83 | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
| 5. ISSUED BY CODE<br>U. S. Department of Energy<br>San Francisco Operations Office<br>1333 Broadway<br>O[illegible]d, CA 94612 | | 6. ADMINISTERED BY (If other than block 5) CODE | |
| 7. CO[illegible] OR NAME AND ADDRESS CODE FACILITY CODE<br>Mr. L. W. Wheeler, Director<br>Contract Administration<br>Energy Systems Group<br>Rockwell International Corporation<br>P. O. Box 309<br>Canoga Park, CA 91304<br>(Street, city, county, state, and ZIP Code) | | 8. [X] AMENDMENT OF SOLICITATION NO. DE-AM03-76SF00700<br>DATED 11/01/66 (See block 9)<br>[ ] MODIFICATION OF CONTRACT/ORDER NO.<br>DATED (See block 11) | |

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in block 12. 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 signing and returning ____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) [ ] This Change Order is issued pursuant to ____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) [X] This Supplemental Agreement is entered into pursuant to authority of: Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. [ ] CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT [X] CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| | | | |
|---|---|---|---|
| 14. NAME OF CONTRACTOR/OFFEROR<br>[signature]<br>(Signature of person authorized to sign) | | 17. UNITED STATES OF AMERICA<br>BY [signature]<br>(Signature of Contracting Officer) | |
| 15. NAME AND TITLE OF SIGNER (Type or print)<br>L. W. Wheeler, Director<br>Contract Administration | 16. DATE SIGNED<br>2/11/83 | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED<br>15 Feb 83 |

U.S.GPO:1973-0-281-187/5001

30-101

ATTACHMENT A
MODIFICATION NO. A083
CONTRACT NO. DE-AM03-76SF00700

1. Subparagraph (7) of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $806,729 for the period beginning October 1, 1982."

2. The amount "Three Hundred Eighty-Three Million, Three Hundred Seventy-Eight Thousand, Six Hundred Thirteen Dollars and Seventy-One Cents ($383,378,613.71)" which appears in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Three Hundred Eighty-Three Million, Three Hundred Eighty-Six Thousand, Six Hundred Thirteen Dollars and Seventy-One Cents ($383,386,613.71)" substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A083
CONTRACT DE-AM03-76SF00700

| | COSTS | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS THRU A082 | $276,168,900.71 | $26,012,766 | $81,196,947 | $19,259,761 | $402,638,374.71 |
| OBS THIS MOD A083 | (7,000.00) | -0- | 15,000 | (8,000) | -0- |
| TOTAL | $276,161,900.71 | $26,012,766 | $81,211,947 | $19,251,761 | $402,638,374.71 |

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| AA-15-10-05 | 16864 | $(7,000) | $ 7,000 | $ -0- |
| 39-AF-15 | 83-N312 | $15,000 | $(15,000) | $ -0- |

1. This amount reflects a correction of a clerical error in Modification No. A082. This amount "$81,054,477" shown on the Obligation Data Sheet of Modification A082 under "OBS. THROUGH A081" is incorrect and should ~~read~~ read "$81,054,447". The amount of $81,196,977 on the same Data Sheet should read $81,196,947.

SF FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FPR REG (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A084 | 12 Feb 83 | | |

5. ISSUED BY — CODE
U. S. Department of Energy
San Francisco Operations Office
1[illegible] Broadway
Oa[illegible]d, CA 94612

6. ADMINISTERED BY (If other than block 5) — CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE — FACILITY CODE

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☒ AMENDMENT OF SOLICITATION NO. DE-AM03-76SF00700
DATED 11/01/66 (See block 9)
☐ MODIFICATION OF CONTRACT/ORDER NO. _____
DATED _____ (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law
modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
[signature]
(Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)
L. W. Wheeler, Director
Contract Administration

16. DATE SIGNED
2/11/83

17. UNITED STATES OF AMERICA
BY [signature]
(Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print)

19. DATE SIGNED
15 Feb 83

☆ U.S.GPO:1979-0-281-187/5001

30-101

ATTACHMENT A
MODIFICATION NO. A084
CONTRACT NO. DE-AM03-76SF00700

1. Subparagraph (7) of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $1,045,375 for the period beginning October 1, 1982."

2. The amount which appears in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Three Hundred Eight-Seven Million, Six Hundred Forty-One Cents ($387,641,891.71)" substitued therefor.

3. The amount "Four Hundred Two Million, Six Hundred Thirty-Eight Thousand, Three Hundred Seventy-Four Dollars and Seventy-One Cents ($402,638,374.71)" which appears in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - is delted and the amount "Four Hundred Seven Million, One Hundred Thirty-Two Thousand, Two Hundred Ninety-Eight Dollars and Seventy-One Cents ($407,132,298.71)" substitute therefor.

OBLIGATION DATA SHEET
MODIFICATION A084
CONTRACT DE-AM03-76SF00700

| | COSTS | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS THRU A083 | $276,161,900.71 | $26,012,766 | $81,211,947 ~~$81,196,947~~ | $19,251,761 | $402,638,374.71 |
| OBS THIS MOD A084 | 4,255,278.00 | -0- | -0- ~~15,000~~ | 238,646 | 4,493,924.00 |
| TOTAL | $280,417,178.71 | $26,012,766 | $81,211,947 | ~~$19,251,761~~ $19,490,407 | $407,132,298.71 |

DETAIL OF MODIFICATION A084 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| EB-01-01 | 16890 | $ ( 75,000) | $ -0- | $ ( 75,000) |
| EB-02-01 | 16870 | (204,000) | -0- | (204,000) |
| EB-03-02 | 16845 | 230,778 | 12,146 | 242,924 |
| AF-15-40-30.2 | SL042 | 4,275,000 | 225,000 | 4,500,000 |
| 40-10-01-02 | 16868 | 28,500 | 1,500 | 30,000 |
| | | $4,255,278 | $238,646 | $4,493,924 |

NERAL ... ES ADMINISTRATION ... (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1

| AMEN... | MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|---|
| | A085 | 20 Apr 83 | | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY (If other than block 5) | CODE |
|---|---|---|---|
| U. S. Department of Energy<br>San Francisco Operations Office PRO<br>1333 Broadway<br>Oakland, CA 94612 | | | |

7. ...CTOR NAME AND ADDRESS (Street, city, county, state, and ZIP code)

CODE ____ FACILITY CODE ____

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

CONFORMED COPY

8.
- ☐ AMENDMENT OF SOLICITATION NO. ____
  DATED ____ (See block 9)
- ☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
  DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning ____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to ____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☐ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

...pt as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| (Signature of person authorized to sign) | BY (Signature of Contracting Officer) |
| NAME AND TITLE OF SIGNER (Type or print): W. Wheeler Director | 16. DATE SIGNED |
| | 18. NAME OF CONTRACTING OFFICER (Type or print) |
| | 19. DATE SIGNED |

ATTACHMENT A
MODIFICATION NO. A085
CONTRACT NO. DE-AM03-76SF00700

1. Subparagraph (7) of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

   "(7) In accordance with paragrpah (a) of ARTICLE V - PAYMENTS there is established a provisonal fee of $1,634,070 for the period beginning October 1, 1982."

2. The amount which appears in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Four Hundred Million, Five Hundred Ten Thousand, Eighty-Seven Dollars and Seventy-One Cents ($400,510,087.71)" substituted therefor.

3. The amount "Four Hundred Seven Million, One Hundred Thirty-Two Thousand, Two Hundred Ninety-Eight Dollars and Seventy-One Cents ($407,132,298.71)" which appears in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - is deleted and the amount "Four Hundred Twenty Million, Five Hundred Eighty-Nine Thousand, One Hundred Eighty-Nine Dollars and Seventy-One Cents ($420,589,189.71) substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A085
CONTRACT DE-AM03-76SF00700

| | COSTS | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS THRU A084 | $280,417,178.71 | $26,012,766 | $81,211,947 | $19,490,407 | $407,132,298.71 |
| OBS THRU A085 | 9,285,196.00 | 380,000 | 3,203,000 | 588,695 | 13,456,891.00 |
| TOTAL | $289,702,374.71 | $26,392,766 | $84,414,947 | $20,079,102 | $420,589,189.71 |

DETAIL OF MODIFICATION A085 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| AF-15-40-30.3 | 16895 | $ 14,250 | $ 750 | $ 15,000 |
| AF-15-40-30.2 | SL042 | 8,353,246 | 439,645 | 8,792,891 |
| 39-AF-15 | 83-N331 | 700,000 | - 0 - | 700,000 |
| 39-AF-15 | 78-6-E | 1,900,000 | 100,000 | 2,000,000 |
| 35-AF-15-40.4 | 99ZZ | 380,000 | - 0 - | 380,000 |
| 40-10-01-02 | 16868 | 19,000 | 1,000 | 20,000 |
| EB-01-01 | 16890 | 71,250 | 3,750 | 75,000 |
| EB-03-02 | 16845 | 338,200 | 17,800 | 356,000 |
| AG-36-20 | 16886A | 14,250 | 750 | 15,000 |
| 39-WB | 83-A601(190) | 603,000 | - 0 - | 603,000 |
| YN-19-01 | 16896 | 475,000 | 25,000 | 500,000 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A086 | 01 June 83 | | |

5. ISSUED BY CODE
US Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

CONFORMED COPY

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/1/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

CONFORMED COPY

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☐ This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12. Public Law 95-91 and of applicable law

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY _____ (Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER (Type or print)
L. W. Wheeler, Director
Contract Administration

16. DATE SIGNED
6/21/83

17. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print)
Robert M. Tomihiro

19. DATE SIGNED
14 June 83

CONTRACT NO. DE-AM03-76SF00700
MODIFICATION NO. A086

ATTACHMENT A

1. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1983 is:

(i) $801,633 in Base Fee

(ii) $289,145 in Provisional Non-Nuclear Fee

(iii) $271,939 in Award Fee for the period October 1, 1982 through January 31, 1983

(iv) $591,358 in Award Fee Pool, not awarded or not available to the Contractor

2. The amount which appears in Paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Four Hundred One Million, One Hundred Thirty-Two Thousand, Eighty-Two Dollars and Seventy-One Cents ($401,132,082.71)" substituted therefor.

3. The amount "Four Hundred Twenty Million, Five Hundred Eighty-Nine Thousand, One Hundred Eighty-Nine Dollars and Seventy-One Cents ($420,589,189.71)" which appears in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - is deleted and the amount "Four Hundred Twenty-One Million, Five Hundred Thirty-One Thousand, One Hundred Eighty-Nine Dollars and Seventy-One Cents" ($421,531,189.71) substituted therefor.

863,297
167293

OBLIGATION DATA SHEET
MODIFICATION A 086
CONTRACT DE-AM03-76SF00700

| | COSTS | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS THRU A085 | $289,702,374.71 | $26,392,766 | $84,414,947 | $20,079,102 | $420,589,189.71 |
| OBS MOD A086 | 692,859.00 | -0- | (70,864) | 320,005 | 942,000.00 |
| | $290,395,233.71 | $26,392,766 | $84,344,083 | $20,399,107 | $421,531,189.71 |

DETAIL OF MODIFICATION A085 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| 40-04-02 | 16893 | 95,000 | 5,000 | 100,000 |
| -19-01 | 16896A Rlw-w | 71,250 | 3,750 | 75,000 |
| EB-01-01 | 16890 | 66,500 | 3,500 | 70,000 |
| YN-19-01 | SL042A | 578,164 | 31,836 | 610,000 |
| EF-01-04 | 16891 | 82,650 | 4,350 | 87,000 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FPR. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 2. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A087 | 6-29-83 | | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY (If other than block 5) | CODE |
|---|---|---|---|
| U( . Department of Energy<br>San Francisco Operations Office<br>1333 Broadway<br>Oakland, CA 94612 | | CONFORMED COPY | |

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code). CODE FACILITY CODE

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF000700
DATED 11/01/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

CONFORMED COPY

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE ATTACHMENT A

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 15A. NAME OF CONTRACTOR/OFFEROR | 15B. DATE SIGNED | 16A. UNITED STATES OF AMERICA | 16B. DATE SIGNED |
|---|---|---|---|
| D.W. Deale<br>(Signature of person authorized to sign) | | BY Robert W Donchue<br>(Signature of Contracting Officer) | |
| 15C. NAME AND TITLE OF SIGNER (Type or print)<br>Vice President & | | 16C. NAME OF CONTRACTING OFFICER (Type or print) | |

ATTACHMENT A
MODIFICATION NO. A087
CONTRACT NO. DE-AM03-76SF00700

1. Subparagraph (3) of Paragraph (b) Fees, of ARTICLE IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1983 is:

(i) $801,633 in Base Fee

(ii) $342,737 in Provisional Non-Nuclear Fee

(iii) $271,939 in Award Fee for the period October 1, 1982 through January 31, 1983

(iv) $594,032 in Award Fee Pool, not awarded or not available to the Contractor

2. The amount which appears in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES - is deleted and the amount "Four Hundred Two Million, Two Hundred Fifteen Thousand, Three Hundred Forty-Two Dollars and Seventy-One Cents ($402,215,342.71)" substituted therefor.

3. The amount "Four Hundred Twenty-One Million, One Hundred Thirty-One Thousand, One Hundred Eighty-Nine Dollars and Seventy-One Cents ($421,531,189.71)" which appears in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - is deleted and the amount "Four Hundred Twenty-Two Million, Six Hundred Seventy Thousand, Seven Hundred Fifteen Dollars and Seventy-One Cents" ($422,670,715.71) substituted therefor.

OBLIGATION DATA SHEET
MODIFICATION A087
CONTRACT DE-AM03-76SF00700

| | COSTS | | | FEE | TOTAL |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| OBS THRU A086 | $290,395,233.71 | $26,392,766 | $84,344,083 | $20,399,107 | $421,531,189.71 |
| OBS MOD A087 | 1,125,260.00 | 3,000 | <45,000> | 56,266 | 1,139,526.71 |
| | $291,520,493.71 | $26,395,766 | $84,299,083 | $20,455,373 | $422,670,715.71 |

DETAIL OF MODIFICATION A087 OBLIGATIONS

| B&R | PROGRAM | COST | FEE | TOTAL |
|---|---|---|---|---|
| EB-01-01 | 16890 | $ 247,619 | $12,381 | $ 260,000 |
| EB-02-01 | 16870 | 6,082 | 305 | 6,387 |
| EB-03-02 | 16845 | 475,238 | 23,762 | 499,000 |
| EB-01-02 | 16881 | 19,047 | 953 | 20,000 |
| 35-AF1540-4 | 9922 | 3,000 | -0- | 3,000 |
| 39-AF15 | 83N3313/2 | <10,000> | -0- | <10,000> |
| YN19-01 | SL04Z-A | 53,465 | 2,674 | 56,139 |
| YN19-01 | 16896 | 95,238 | 4,762 | 100,000 |
| 39WB | 83-A601(190) | 28,000 | -0- | 28,000 |
| 39WB | 83-A601(190) | <63,000> | -0- | <63,000> |
| EF0104 | 16891-A | 180,952 | 9,048 | 190,000 |
| 401002 | 16868 | 47,619 | 2,381 | 50,000 |
| | | $1,083,260 | $56,266 | $1,139,526 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A088 | 9-1-83 | | |

5. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

JM

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

CONFORMED

8.
- ☐ AMENDMENT OF SOLICITATION NO. _____, DATED _____ *(See block 9)*
- ☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700, DATED 11-1-66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____. The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

CONFORMED

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of Contracting Officer) |

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER *(Type or print)* | 19. DATE SIGNED |
|---|---|---|---|
| L. W. Wheeler, Director<br>Contract Administration | 9-2-83 | Joan Macrusky | 9-6-83 |

CONTRACT DE-AM03-76SF00700
MODIFICATION A088

ATTACHMENT A

1. Subparagraph (3) of Paragraph (b) Fees, of Article IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1983 is :

(i) $801,633 in Base Fee

(ii) ~~$419,330~~ 418,911 in Provisional Non-Nuclear Fee

(iii) $271,939 in Award Fee for the Period October 1, 1982 through January 31, 1983

(iv) $594,032 in Award Fee Pool, not awarded or not available to the Contractor

2. The figure "$402,215,342.71" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read ~~"$402,138,739.71"~~ 402,139,168.71 (a decrease of ~~$76,603~~). 76,174

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A089 | 9/6/83 | | — |

5. ISSUED BY CODE SF61

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE ARD

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code)

CODE _____ FACILITY CODE _____

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
Canoga Park, CA 91304

CONFORMED

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11-1-66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual Agreement of the parties.

modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment A

CONFORMED

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE

| 15. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| L. W. Wheeler (Signature of person authorized to sign) | | BY Susan R Brechbill (Signature of Contracting Officer) | |
| NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| L. W. Wheeler, Director | 9-9-83 | Susan R Brechbill | 9/3/83 |

CONTRACT DE-AM03-76SF00700
MODIICATION A089

ATTACHMENT A

1. Subparagraph (3) of Paragraph (b) Fees, of Article IV - ALLOWABLE COSTS AND FEES - is revised to read as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1983 is:

(i) $801,633 in Base Fee

(ii) ~~$589,414.75~~ 588,914.75 in Provisional Non-Nuclear Fee

(iii) $271,939 in Award Fee for the Period October 1, 1982 through January 31, 1983

(iv) ~~$869,232~~ 591,358 in Award Fee Pool, not awarded or not available to the Contractor

2. The figure "$402,139,168.71" in paragraph (c) of Article IV - ALLOWABLE COSTS AND FEES - is revised to read "$411,723,400.96" (an increase of $9,584,232.25).

...RY ...INISTRATION I-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| ...90 | 9-30-83 | N/A | |

5. ISSUED BY (If other than block 6) CODE MAC

Department of Energy
Francisco Operations Office
...3 Broadway
...kland, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

CONFORMED COPY

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. H. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11-1-66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

CONFORMED COPY

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual Agreement of the parties

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

"See Attachment "A"

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

| 15A. NAME OF CONTRACTOR/OFFEROR | | 17. UNITED STATES OF AMERICA | |
|---|---|---|---|
| L. W. Wheeler (Signature of person authorized to sign) | | BY Susan R. Brechbill (Signature of Contracting Officer) | |
| 15B. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
| L. W. Wheeler, Director | 9-29-83 | Susan R. Brechbill | 9/28/83 |

101

☆ U.S.GPO:1979-0-281-187/5001

Attachment A
Modification A090

1. Subparagraph (3) of paragraph (b) Fees, of Article IV - ALLOCABLE COSTS AND FEES - is revised as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1983 is:

(i) $801,633 in Base Fee.

(ii) $205,411 in Non-Nuclear Fee.

(iii) $223,380 in Technical Management Fee.

(iv) $271,938 in Award Fee for the period October 1, 1982 to January 31, 1983.

(v) $202,443 in Award Fee for the period February 1, 1983 to May 31, 1983.

(vi) $292,917 in Award Fee for the period June 1, 1983 to September 30, 1983.

2. The sentence in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENTS, AND FINANCIAL PLAN PROCEDURES - which begins: "The amount presently obligated by the Government..." is deleted and the following new sentence substituted therefor: "The amount presently obligated by the Government with respect to this contract is Four Hundred Thirty Five Million, Four Hundred Seventy Three Thousand, Three Hundred Eighty Five Dollars and Seventy One Cents ($435,473,385.71)".

3. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $96,986 for the period beginning October 1, 1983."

4. The sentence in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES which begins: "The amount presently obligated for allowable cost..." is deleted and the following new sentence substituted therefor: "The amount presently obligated for allowable cost hereunder exclusive of fee is Four Hundred Fourteen Million, Seven Hundred Seventy Two Thousand, Three Hundred Forty One Dollars and Ninety Six Cents ($414,772,341.96)".

ETEC
NUCLEAR FEE DISTRIBUTION

Modification No. A090

| ogram | Preliminary Fee | Base Fee | Award Fee Pool | Earned Fee 1st | Earned Fee 2nd | Earned Fee 3rd | Total (including Base) | Obligated Fee | Fee Adjustment |
|---|---|---|---|---|---|---|---|---|---|
| 889A | $ 1,041 | $ 677 | $ 729 | $ 230 | $ 171 | $ 247 | $ 1,325 | $ 1,302 | $ 23 |
| 886A | 627 | 408 | 439 | 138 | 103 | 149 | 798 | 783 | 15 |
| 895 | 1,041 | 677 | 729 | 230 | 171 | 247 | 1,325 | 1,283 | 42 |
| 042A | 27,835 | 18,092 | 19,484 | 6,137 | 4,569 | 6,611 | 35,409 | 34,510 | 899 |
| 042 | 1,032,250 | 670,963 | 722,575 | 227,611 | 169,444 | 245,171 | 1,331,782 | 1,585,275 1/ | <253,493> |
| -6-B | 125,545 | 81,604 | 87,882 | 27,683 | 20,608 | 29,818 | 159,713 | 260,955 | <101,242> |
| -6-A | 5,300 | 3,445 | 3,710 | 1,169 | 970 | 1,259 | 6,743 | 19,658 | <12,915> |
| -A601(710) | 2,294 | 1,491 | 1,606 | 506 | 377 | 545 | 2,919 | 3,039 | <120> |
| -A601(600) | 1,878 | 1,221 | 1,315 | 415 | 308 | 446 | 2,389 | 4,958 | <2,569> |
| -A601(190) | 2,415 | 1,570 | 1,690 | 532 | 396 | 573 | 3,071 | 31,471 | <28,400> |
| -C601(080) | 33,055 | 21,485 | 23,138 | 7,288 | 5,426 | 7,851 | 42,050 | 18,663 | 23,387 |
| | $1,233,281 | $801,633 | $863,297 | $271,938 | $202,443 | $292,917 | $1,587,524 | $1,961,897 | $<374,373> |

1/ Includes $18,593 reduction. Modification A081 included $18,593 for FY82 3rd Trimester Award Fee Adjustment.

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M091 | 10/1/83 | N/A | |

5. ISSUED BY — CODE: KD

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* — CODE:

CONFORMED COPY

7. CONTRACTOR NAME AND ADDRESS — CODE: ____ FACILITY CODE: ____

*(Street, city, county, state, and ZIP Code)*

Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/1/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

CONFORMED COPY

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of mutual agreement of the parties

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

Article II, Period of Performance, is amended to extend the term of the contract through December 31, 1983

CONFORMED COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY L W Wheeler (Signature of person authorized to sign) | BY Kathleen M. Day (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director | 16. DATE SIGNED: 9-29-83 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)*: Contracting Officer | 19. DATE SIGNED: 9/28/83 |

30-101

☆ U.S. Government Printing Office: 1978—261-647/3583

CM

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| M092 | 10/20/83 | N/A | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY (If other than block 5) | CODE |
|---|---|---|---|
| U.S. Department of Energy<br>San Francisco Operations Office<br>1333 Broadway<br>Oakland, CA 94612 | MAC | | |

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) — CODE ____ FACILITY CODE ____

Mr. L. H. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/1/66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

—

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual Agreement of the parties.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

Subparagraph 7 of paragraph (a) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $358,891 for the period beginning October 1, 1983."

CONFORMED COPY

/

E: as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

1: ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY _____ (Signature of person authorized to sign) | BY Joan Mackusky (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER (Type or print): L. W. Wheeler, Director | 16. DATE SIGNED: 10-26-83 |
| | 18. NAME OF CONTRACTING OFFICER (Type or print): J. Mackusky |
| | 19. DATE SIGNED |

1 NOV 1983

Supporting Data Sheet
Modification M092
Contract No. DE-AM03-76SF00700
ETEC

This modification recognized that in Modification A089, total SL042 Program obligations of $5,772,000 included $5.5 million for FY 84 work; therefor, the provisional fee for FY 84 in Mod A090 should have included the 5% provisional fee on $5.5 million, i.e. $261,905.

Provisional fee for the period beginning October 1, 1983 is increased by $261,905. No ~~change to~~ increase in the Obligation Data Sheet is required.

Joan Macrusky
Joan Macrusky
Contract Specialist

Concurred:

Aline Needham
Contracting Officer

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A093 | 12-1-83 | | |

5. ISSUED BY CODE

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

CONFORMED COPY

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* CODE FACILITY CODE

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11-1-66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

CONFORMED COPY

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment "A"

CONFORMED COPY

as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE

| 14. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY D. W. Feiler (Signature of person authorized to sign) | BY Susan K Brechbiel (Signature of Contracting Officer) |
| 15. NAME AND TITLE OF SIGNER *(Type or print)* F. W. Feiler, Vice President and Controller | 16. DATE SIGNED 12/19/83 |
| 18. NAME OF CONTRACTING OFFICER *(Type or print)* Susan R. Brechbiel | 19. DATE SIGNED 12/6/83 |

Attachment A
Modification A093

1. Subparagraph (3) of paragraph (b) Fees, of Article IV - ALLOCABLE COSTS AND FEES - is revised as follows:

"(3) Fee for the period October 1, 1982 through September 30, 1983 is:

(i) $801,633 in Base Fee.

(ii) $205,411 in Non-Nuclear Fee.

(iii) $223,380 in Technical Management Fee.

(iv) $271,938 in Award Fee for the period October 1, 1982 to January 31, 1983.

(v) $202,443 in Award Fee for the period February 1, 1982 to May 31, 1983.

(vi) $300,427 in Award Fee for the period June 1, 1983 to September 30, 1983.

2. The Sentence in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENTS, AND FINANCIAL PLAN PROCEDURES - which begins: "The amount presently obligated by the Government..." is deleted and the following new sentence substituted therefor: "The amount presently obligated by the Government with respect to this contract is Four Hundred Fifty-Two Million, Three Hundred Fifty-Five Thousand, One Hundred Thirty-Two Dollars and Seventy-One Cents ($452,355,132.71)".

3. Subparagraph 7 of paragraph (b) of ARTICLE IV - ALLOWABLE COSTS AND FEES is revised to read as follows:

"(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $1,167,047 for the period beginning October 1, 1983."

4. The sentence in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEES which begins: "The amount presently obligated for allowable costs..." is deleted and the following new sentence substituted therefor: "The amount presently obligated for allowable cost hereunder exclusive of fee is Four Hundred Thirty Million, Five Hundred Eighty-Four Thousand, Twenty-Seven Hundred Dollars and Ninety-Six Cents ($430,584,027.96)".

OBLIGATION DATA SHEET
MODIFICATION NO. A093
CONTRACT NO. DE-AM03-76SF00700

| | Operating | Cost Equipment | Plant | Fee | Total |
|---|---|---|---|---|---|
| Obs Thru A092 | $303,952,515.96 | $26,395,766 | $84,424,060 | $20,701,043.75 | $435,473,385.71 |
| Obs Thru A093 | 14,581,686 | 760,000 | 470,000 | 1,070,061 | 16,881,747 |
| | $318,534,201.96 | $27,155,766 | $84,894,060 | $21,771,104.75 | $452,355,132.71 |

DETAIL OF MODIFICATION
A093 OBLIGATIONS

| B&R | Program | Cost | Fee | Total |
|---|---|---|---|---|
| AM152510 | 16897 | (270,000) | -0- | (270,000) |
| EB0101 | 16881 | ( 94,285) | (4,715) | ( 99,000) |
| EB0201 | 16870 | ( 98,000) | -0- | ( 98,000) |
| AF154030.2 | SL042 | (261,905)* | 261,905 | -0- |
| AF154030.2 | SL042 | ( 7,510)** | 7,510 | -0- |
| AF154030.2 | SL042 | 15,249,617*** | 802,130 | 16,051,747 |
| 35AF1540.4 | 99ZZ | 760,000 | -0- | 760,000 |
| 39-AF-15 | 84N101 | 500,000 | -0- | 500,000 |
| 39-AF-15 | 83-N331 | (30,000) | -0- | (30,000) |
| 40100106 | 16903 | 47,619 | 2,381 | 50,000 |
| 400403 | 16899 | 16,150 | 850 | 17,000 |
| | | 15,811,686 | 1,070,061 | 16,881,747 |

* This represents the increase in provisional fee as stated in Mod. A092.

** Third trimester award fee final adjustment.

*** Represents balance of FY 84 funding for SL042 ($5,952,253 was obligated in FY83. Obligations for SL042 now equal FY84 financial plan total of $22,004,000.)

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M094 | 12/31/83 | | |

ISSUED BY CODE SF61

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

6. ADMINISTERED BY *(If other than block 5)* CODE

CONFORMED

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

*(Street, city, county, state, and ZIP Code)*

Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/1/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Mutual agreement of the parties.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

Article II, Period of Performance, is amended to extend the term of the contract through February 29, 1984.

CONFORMED

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY _____ (Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director

16. DATE SIGNED: 1-4-84

17. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER *(Type or print)*: KATHLEEN M. DAY

19. DATE SIGNED: 12/22/83

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M095 | 2/29/84 | | |

5. ISSUED BY — CODE SF61

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

CONFORMED COPY

6. ADMINISTERED BY *(If other than block 5)* — CODE

7. CONTRACTOR NAME AND ADDRESS *(Street, city, county, state, and ZIP Code)* — CODE — FACILITY CODE

Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ *(See block 9)*
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11/1/66 *(See block 11)*

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Mutual Agreement of the Parties.

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

Article II, Period of Performance, is amended to extend the term of the contract through April 15, 1984.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY _____ (Signature of person authorized to sign)

15. NAME AND TITLE OF SIGNER *(Type or print)*: L. W. Wheeler, Director

16. DATE SIGNED: 3-7-84

17. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER *(Type or print)*: KATHLEEN M. DAY

19. DATE SIGNED: 2/29/84

CONFORMED COPY

30-101

☆ U.S.GPO:1979-0-281-187/5001

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE | OF

CONFORMED

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| A096 | | | |

5. Y CODE MAC

U.S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P. O. Box 309
Canoga Park, California 91304

8.
☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AM03-76SF00700
DATED 11-1-66 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

☐ The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

See Attachment "A"

CONFORMED

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY _____ (Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED

ATTACHMENT "A"
MODIFICATION NO. A096
CONTRACT NO. DE-AM03-76SF00700

1. Subparagraph (7) of paragraph (b) of ARTICLE IV - ALLOWABLE COST AND FEES is revised to read as follows:

   "(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $1,396,132.75 for the period beginning October 1, 1983."

2. The sentence in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEE which begins: "The amount presently obligated for allowable costs..." os deleted and the following new sentence substituted therefor: "The amount presently obligated for allowable cost hereunder exclusive of fee is Four Hundred Thirty Two Million, Two Hundred Forty-Four Thousand, Two Hundred Sixty-Nine Dollars and Ninety-Six Cents ($432,244,269.96)."

3. The sentence in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENTS, AND FINANCIAL PLAN PROCEDURES - which begins: "The amount presently obligated by the Government ..." is deleted and the following new sentence substituted therrefor: "The amount presently obligated by the Government with respect to this contract is $ Four Hundred Fifty-Four Million, Eighty Three Thousand, One Hundred Fifty-Six Dollars and Seventy One Cents ($454,083,156.71)."

Obligation Data Sheet
Modification No. A096
Contract No. DE-AM03-76SF00700

| | Costs | | | Fee | ToTal |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| Obs thru A095 | $318,534,201.96 | $27,155,766 | $84,894,060 | $21,771,104.75 | $452,355,132.71 |
| Obls. thru A096 | 1,660,242.00 | -0- | -0- | 67,782.00 | 1,728,024.00 |
| | $320,194,443.96 | $27,155,766 | $84,894,060 | $21,838,886.75 | $454,083,156.71 |

Detail of Modification
A096 Obligations

| | B&R | Program | Cost | Fee | Total |
|---|---|---|---|---|---|
| N | AF1540302 | SL042 | 430,716 | 21,536 | 452,252 |
| N | AF1540303 | 16895 | 19,000 | 1,000 | 20,000 |
| N | WB | 16889-B | 42,800 | 2,200 | 45,000 |
| | 40100102 | 16868 | 76,000 | 4,000 | 80,000 |
| | EB10 | 16890B | 228,000 | 12,000 | 240,000 |
| | AM152510 | 16897 | <28,500> | <1,500> | <30,000> |
| N | AF154030.2 | SL042 | 124,226 | 6,211 | 130,437 |
| | AF1540811 | N/A | 321,815 | -0- | 321,815* |
| | 400480 | 16904 | 70,000 | 3,520 | 73,520 |
| | WN0219030 | 16905 | 171,500 | 8,500 | 180,000 |
| | EB0101 | 16881 | 14,285 | 715 | 15,000 |
| | EB0101 | 16890 | 190,400 | 9,600 | 200,000 |
| | | | 1,660,242 | 67,782 | 1,728,024 |

* This is a non-fee bearing inventory adjustment.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M097 | 4/16/84 | N/A | |

6. ISSUED BY CODE MAC

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland Ca 94612

CONFORMED COPY

7. ADMINISTERED BY (If other than Item 6) CODE

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

Mr. L.W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

CODE FACILITY CODE

(V) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AM03-76SF00700

10B. DATED (SEE ITEM 13)
11-1-66

## 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)

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

| | |
|---|---|
| (V) | 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: Mutual Agreement of the Parties |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

Article II Period of Performance is amended to extend the term of the contract through May 30, 1984.

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) |
|---|---|
| L. W. Wheeler, Director<br>Contracts and Pricing | |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 5/10/84 | BY Joan Macruski (Signature of Contracting Officer) | 5-3-84 |

CONFORMED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A098 | 5/9/84 | N/A | |

6. ISSUED BY CODE MAC

U. S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED COPY

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

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International
P. O. Box 309
Canoga Park, CA 91304

(W) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AM03-76SF00700

10B. DATED (SEE ITEM 13)
11-1-66

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)

## 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 | Public Law 95-91 and other applicable law |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE ATTACHMENT "A"

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) |
|---|---|
| L. W. Wheeler, Director<br>Contracts and Pricing | |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| L W Wheeler<br>(Signature of person authorized to sign) | 5/25/84 | BY L. L. Brown<br>(Signature of Contracting Officer) | |

CONFORMED COPY

ATTACHMENT "A"
MODIFICATION NO. A098
CONTRACT NO. DE-AM03-76SF00700

1. Subparagraph (7) of paragraph (b) of ARTICLE IV - ALLOWABLE COST AND FEES is revised to read as follows:

"(7) In accordance with paragraph (a) of ARTICLE V - PAYMENTS there is established a provisional fee of $1,370,365.75 for the period beginning October 1, 1983."

2. The sentence in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEE which begins: "The amount presently obligated for allowable costs..." is deleted and the following new sentence substituted therefor: "The amount presently obligated for allowable cost hereunder exclusive of fee is Four Hundred Thirty Seven Million, Seventy Four Thousand, Five Hundred Thirty Three Dollars and Ninety-Six Cents ($437,074,533.96)."

3. The sentence in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - which begins: "The amount presently obligated by the Government ..." is deleted and the following new sentence substituted therefor: "The amount presently obligated by the Government with respect to this contract is Four Hundred Fifty Eight Million, Eight Hundred Eighty Seven Thousand, Six Hundred Fifty Three Dollars and Seventy One Cents ($458,887,653.71)."

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A099 | June 12, 1984 | N/A | |

**6. ISSUED BY** CODE MAC

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

**7. ADMINISTERED BY (If other than Item 6)** CODE

CONFORMED

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

Mr. L. W. Wheeler, Director
Contract Administration
Energy Systems Group
Rockwell International
P.O. Box 309
Canoga Park, CA 91304

CODE | FACILITY CODE

(X) **9A. AMENDMENT OF SOLICITATION NO.**

**9B. DATED (SEE ITEM 11)**

**10A. MODIFICATION OF CONTRACT/ORDER NO.**
DE-AC03-76SF00700

**10B. DATED (SEE ITEM 13)**
11-1-66

## 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)**

## 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 Public Law 95-91 and other applicable law

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Attachment "A"

CONFORMED

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) | |
|---|---|---|---|
| L. W. Wheeler, Director | | Joan Macnusky | |
| **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** |
| | June 12, 1984 | Joan Macnusky | 5-29-84 |

Attachment "A"
Modification No. A099
Contract No. DE-AC03-76SF00700

1. Contract Number "DE-AM03-76SF00700" is hereby revised to read "DE-AC03-76SF00700".

2. The sentence in paragraph (c) of ARTICLE IV - ALLOWABLE COSTS AND FEE which begins: "The amount presently obligated for allowable costs..." is deleted and the following new sentence substituted therefor: "The amount presently obligated for allowable cost hereunder exclusive of fee is Four Hundred Thirty-Seven Million, Fifty-Six Thousand, Five Hundred Thirty Three Dollars and Ninety-Six Cents ($437,056,533.96)".

3. The sentence in paragraph (a) of ARTICLE III - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES - which begins: "The amount presently obligated by the Government..." is deleted and the following new sentence substituted therefor: "The amount presently obligated by the Government with respect to this contract is Four Hundred Fifty Eight Million, Eight Hundred Sixty-Nine Thousand, Six Hundred Fifty-Three Dollars and Seventy One Cents ($458,689,653.71)".

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

AM100

CONFORMED Pro

| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | (V) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Mr. L. W. Wheeler, Director<br>Contract Administration<br>Energy Systems Group<br>Rockwell International Corporation<br>P. O. Box 309<br>Canoga Park, CA 91304 | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| CODE / FACILITY CODE | | 10B. DATED (SEE ITEM 13)<br>11/1/66 |

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)

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

| | |
|---|---|
| (V) | 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:<br>Mutual Agreement of the Parties |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

Article II Period of Performance is amended to extend the term of the contract through June 30, 1984.

CONFORMED

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) | |
|---|---|---|---|
| L. W. Wheeler, Director | | Jean Macrusky | |
| 15B. CONTRACTOR/OFFEROR<br>L. W. Wheeler<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Jean Macrusky<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>6-4-84 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 1 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M101 | 7/1/84 | N/A | |

6. ISSUED BY — CODE
Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

CONFORMED COPY

7. ADMINISTERED BY (If other than Item 6) — CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rockwell International Corporation
Attn: L. W. Wheeler, Dir., Contract Administration
P. O. Box 309
Canoga Park, CA 91304

CODE — FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 11/1/66

## 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)

## 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: Mutual agreement of the parties

( ) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

Article II, Period of Performance, is amended to extend the term of the contract through July 8, 1984.

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) |
|---|---|
| L. W. Wheeler, Director<br>Contracts and Pricing | Kathleen M. Day, Chief<br>Contract Negotiation Branch |

CONFORMED COPY

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| L W Wheeler<br>(Signature of person authorized to sign) | 6/29/84 | BY Kathleen M Day<br>(Signature of Contracting Officer) | 6/29/84 |

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

| 1. AMENDMENT/MODIFICATION NO. | 2. EFFECTIVE DATE | 3. REQUISITION/PURCHASE REQUEST NO. | 4. PROJECT NO. (If applicable) |
|---|---|---|---|
| M102 | 10/1/83 | | |

| 5. ISSUED BY | CODE | 6. ADMINISTERED BY (If other than block 5) | CODE |
|---|---|---|---|
| U.S. Department of Energy<br>San Francisco Operations Office<br>333 Broadway<br>Oakland, CA 94612 | 01188 | | |

CONFORMED COPY

| 7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) | CODE / FACILITY CODE | 8. |
|---|---|---|
| Rockwell International Corporation<br>P. O. Box 309<br>Canoga Park, CA 91304<br>Attn: Les Wheeler, Contract Administration | | ☐ AMENDMENT OF SOLICITATION NO. _____<br>DATED _____ (See block 9)<br>☒ MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00<br>DATED 11/01/66 (See block 11) |

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. 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 signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

☒ This Supplemental Agreement is entered into pursuant to authority of Public Law 95-91 and other applicable law

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The subject contract (block 8), as previously amended, is hereby further amended in it entirety to read with respect to performance by the Contractor on and after October 1, 1983 (without in any way affecting the rights of the parties under prior contractual agreements for prior periods of time), as set forth in the attached Schedule, General Provisions and Appendices, as designated in Article XIV of the Schedule, which are mad part hereof.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN two COPIES TO ISSUING OFFICE

| 15A. NAME OF CONTRACTOR/OFFEROR | 17. UNITED STATES OF AMERICA |
|---|---|
| BY R. Schwartz (Signature of person authorized to sign) | BY Susan R. Brechbill (Signature of Contracting Officer) |

| 15. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 18. NAME OF CONTRACTING OFFICER (Type or print) | 19. DATE SIGNED |
|---|---|---|---|
| R. Schwartz, President, Rocketdyne Division | 7-2-84 | Susan R. Brechbill, Director Contracts Management Division | 7/3/84 |

CONFORMED COPY

SCHEDULE

CONTRACT NO. DE-AC03-76SF00700


ARTICLE I DESCRIPTION OF WORK

(a) The Contractor shall, in accordance with the terms and conditions of this contract, manage, operate, and maintain the Energy Technology Engineering Center (ETEC), and perform the following research, construction, reporting, program development, and related services, in accordance with the directions and instructions of the Contracting Officer:

(1) Operations and Management

(i) Proof testing materials, systems and components developed or proposed for use in DOE nuclear energy/liquid metal programs.

(ii) Providing assistance and engineering consultation to the DOE and its Contractors or Subcontractors with respect to planning, analysis, evaluation, coordination, inspection, and guidance of nuclear component development, liquid metal and nuclear engineering programs including, as assigned by the DOE, the technical management of other DOE prime or subcontracts under such DOE nuclear energy/liquid metal programs.

(iii) Conducting training programs at the ETEC to advance the understanding of the design, performance, maintenance, reliability, and other operational features of nuclear energy/liquid metal systems and components. Such training programs are to be developed by the Contractor and made available to individuals or firms designated by the DOE.

(iv) Initiating such recommendations to the DOE for the modification, improvement or alteration of existing facilities or construction of new facilities as the Contractor considers essential for the continued or safe operation of the ETEC or necessary to permit realization of benefits and advantages to be attained in the course of work hereunder.

(v) Conducting conceptual engineering, scoping and preparation of design criteria and providing preliminary and final designs for special facilities as necessary for all projects described in (iv) above, including initiating and discharging responsibility for all technical activity necessary to assure that facilities are not only designed but also constructed to satisfy the requirements of their maintenance and operation by ETEC for the programmatic purposes intended.

(vi) Applying appropriate codes, standards, procedures, and quality assurance programs in carrying out the work under the Contract.

(2) Research Services

Performance of research and development in technologies which may be required to support the functions of ETEC and needs of DOE.

(3) Standards and Specifications

Preparation of standards and specifications for use in the DOE nuclear energy/liquid metal programs.

(4) Construction Services

Upon authorization of the DOE, the Contractor shall procure by subcontract the construction of new facilities or the alteration or repair of Government-owned facilities at the ETEC. Any subcontract entered into under this paragraph shall be subject to the written approval of the Contracting Officer, except as may be otherwise authorized by the Contracting Officer, and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration and/or repair, including painting and decorating, of a public building or public work.

(5) Maintenance Work

The Contractor shall perform the maintenance work necessary for the efficient operation of the facilities.

(6) Reporting

In accordance with guidance supplied by the DOE, the Contractor shall use its best efforts to assure that the significant results of classified and unclassified scientific and technical work performed under the contract are reported to the DOE. The Contractor will furnish in a timely fashion under this Contract such reports as are requested or directed by the DOE. It is the intent of the DOE to cooperate with the Contractor in determining the necessity, form and frequency of such reports.

(7) Program Development Services

The Contractor shall, in accordance with instructions and budgetary guidance furnished by the DOE, as well as the understanding and procedures delineated in paragraph (d) of Article IV, formulate, present to, and discuss with the DOE proposed annual work programs.

In any event, the work programs will be identified and issued by the Contracting Officer in Program Letters to the Contractor and will cover the performance of work contemplated by this Article. Revised Program Letters may be issued by the Contracting Officer from time to time.

(8) Other Services

In addition to the services specifically described in this Article I, the Contractor shall perform such other supporting, allied and similar services as the DOE and the Contractor may agree in writing from time to time will be performed under this Contract.

Such other services shall be limited to that which is considered minimally necessary by the Manager, SAN to utilize ETEC's specialized nuclear or liquid metal facilities or to maintain the Contractor's work force of the size, variety and competency required to perform the work in paragraphs (a)(1)-(7) above and only to the extent they directly utilize the education, training and experience of the Contractor's work force.

(b) The foregoing work and services shall be conducted in accordance with and subject to the following:

(1) Services from DOE and Others

Services to be performed for the Contractor by the DOE or other contractors of the DOE at the ETEC shall be as designated by the DOE in writing from time to time and, unless otherwise approved by the DOE, the Contractor shall obtain said services from the DOE or said other contractors of the DOE.

(2) Use of ETEC by Others

The DOE shall have the right to occupy itself or to permit others (governmental or private) to occupy, use and/or operate any portion of the ETEC from time to time upon such terms as DOE may deem appropriate provided that:

(i) The DOE shall require such occupier, user, or operator to comply with all DOE approved safety rules and regulations applicable to the turned over portion of the ETEC.

(ii) The DOE shall hold Contractor harmless against: (1) loss of, or damage to, Government property and property of the Contractor, and (2) third party liability, arising out of such occupation, use and/or operation; except to the extent any loss, damage, or liability is (i) covered by insurance carried by Contractor; or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its fault or negligence, or (ii) is caused by fault or neglect of Contractor and provided such loss, damage or liability would be an unallowable cost under the Contract if the property turned over to others were being occupied, used, or operated by Contractor. Any payments under this Article I(b)(2)(ii) shall be subject to availability of appropriations to the DOE.

(iii) The Contractor shall not use or place its property at the ETEC without the approval of the Contracting Officer unless such property is used in connection with this contract.

(3) Contractor Responsibility

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged and to be engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor, shall be and remain employees of the Contractor, and shall not be deemed employees of the DOE or the Government; provided that nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants and others whose services are utilized by the Contractor for the work hereunder.

(4) DOE Authorization Procedures

The issuance of an authorization by the DOE is required prior to the start of engineering or construction work related to facility construction or alteration.

(5) Contractor Skill

The Contractor undertakes and promises to manage, operate, and maintain said facilities, and to perform the work and services described in this Contract, upon the terms and conditions herein

provided and in accordance with such directions and instructions within the terms of this Contract which the DOE gives to the Contractor from time to time. Subject to such terms and conditions and to such directions and instructions, if any, the Contractor will use its best judgment, skill, and care in all matters pertaining to the performance of this Contract.

(6) Acquisition of Materials

The Contractor shall exert its best efforts to acquire such materials, supplies, equipment, and facilities, required in connection with the work under this Contract as are not furnished by the Government.

(7) Administration of Subcontracts and Purchase Orders

The administration of all subcontracts, purchase orders, and other contractual agreements made by the Contractor shall, during the period of this Contract, remain in the Contractor unless and until tranferred to the Government or other designee of the DOE, at the direction of, or with the approval of the DOE.

(8) Security of Federal Automated Systems.

The Contractor shall ensure that all employees having access to computer systems involved with unclassified, sensitive data receive appropriate screening prior to being allowed to access the computer system.

The employee screening process shall embody a satisfactory standard of employee qualification criterion, such as a national agency check and investigation (NACI). The NACI screening process involves a routine check of FBI records, military service, local police files, schools and employers.

The Contractor shall include the requirements for screening of contractor personnel in the statement of work of all subcontracts where access described above is anticipated.

(9) The Contractor shall not relase to the public informational materials, news releases, or other program explanations, without explicit approval, which may be telephonic in situations of time pressure, from the Public Affairs Officer of the DOE San Francisco Operations Office.

(10) ETEC Self-Sufficiency

The Contractor shall provide such technical and laboratory services as may be required to make the ETEC self-sufficient in those areas; however, administrative and support services shall be furnished from Contractor organizations other than ETEC as approved by the Contracting Officer.

(11) Organizational Conflicts of Interest

(a) The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in 41 CFR Section 9-1.5403(a) or that the Contractor has disclosed all relevant information.

(b) The Contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The Department may, however, terminate the contract for its convenience if it deems such termination to be in the best interests of the Government.

(c) In the event that the Contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and Contracting Officer" modified appropriately to preserve the Government's rights.

(e) Prior to contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the contract are changed, the Department will request and the Contractor is required to submit either an organizational conflict of interest disclosure or representation (see 9-1.5407), or an update of the previously submitted disclosure or representation.

(f) The Contractor may, upon written notice to the DOE, but after conferring with the DOE should the DOE so request, decline to perform or to continue to perform any work of the nature described in subdivisions (ii) and (v) of subparagraph (1) of paragraph (a) above, and in subparagraph (2) of paragraph (a) above, which the Contractor reasonably believes may result in or develop into an organizational conflict of interest providing such work in progress is brought to an orderly conclusion. The DOE will endeavor to advise the Contractor should the DOE foresee that an organizational conflict of interest may arise out of the performance of any such work. The DOE also agrees, should it conclude that a more favorable clause on this subject is permitted by DOE regulations or policy hereafter adopted, to incorporate at the Contractor's request such more favorable clause in this Contract without the necessity or additional consideration.

## ARTICLE II PERIOD OF PERFORMANCE

The term of this Contract is extended through September 30, 1988, unless sooner terminated as herein provided or extended by mutual agreement.

## ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE

The estimated cost of this contract for the period October 1, 1983 through September 30, 1984 is $37,667,161. A base fee of $525,000 is payable in accordance with the Article entitled "Payment of Base and Award Fee". In addition, a maximum Award Fee of $1,950,000 is available for payment in accordance with the Article entitled "Payment of Base and Award Fee".

## ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four Hundred Fifty Eight Million, Eight Hundred Sixty-Nine Thousand, Six Hundred Fifty-Three Dollars and Seventy-One Cents ($458,869,653.71), which includes $1,370,365.75 for FY1984 Provisional Fee. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special receipt account and not used for the

payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract.

(b) Limitation on payment by the Government. Except as otherwise provided in this Contract and except for costs which may be incurred by the Contractor pursuant to the article entitled ""Termination" or costs of claims allowable under the contract accruing after completion or termination and not released by the Contractor at the time of financial settlement of the contract in accordance with the article entitled "Payments", payment by the Government under this Contract on account of allowable costs shall not in the aggregate exceed the amount obligated with respect to this Contract, less the Contractor's fees. Unless expressly negated in this Contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this Contract shall be subject to the availability of (1) revenues and receipts deposited to the Government's account as provided in the article entitled "Payments", and (2) other funds which DOE may legally use for such purpose: Provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

(c) Notices--Contractor excused from further performance. The Contractor shall notify DOE in writing whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, plus the Contractor's best estimate of revenues and receipts to be received during the 60-day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only 60 days and to cover the Contractor's unpaid fees, and outstanding commitments and liabilities on account of costs allowed under the contract at the end of such period. Whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, less the amount of Contractor's fees then earned but not paid, is in the Contractor's best judgment either sufficient only to liquidate outstanding commitments and liabilities on account of costs allowable under this Contract or is equal to zero, the Contractor shall immediately notify DOE and shall make no further commitments or expenditures (except to liquidate existing commitments and liabilities), and, unless the parties otherwise agree, the Contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the article entitled "Termination".

(d) Financial plans; cost and commitment limitations. In addition to the limitations provided for elsewhere in this Contract DOE may, through financial plans or other directives issued to the Contractor, establishes controls on the cost to be incurred and commitments to be made in the performance of the Contract work. Such plans and instruction may be amended or supplemented from time to time by DOE. The Contractor hereby agrees to comply with the specific limitation (ceilings) on costs and commitments set forth in such plans and directives, to use its best efforts to comply with the other requirements of such plans and directives, and to promptly notify DOE in writing whenever it has reason to believe the authorized financial levels of costs and commitments will be exceed or substantially underrun.

(e) Government's rights to terminate not affected. The giving of any notice under this article shall not be construed to waive or impair any right of the Government to terminate the Contract under the provisions of the article entitled "Termination".

ARTICLE V - PAYMENT OF BASE AND AWARD FEE

(a) Base Fee. The Government will make payment of the base fee in twelve equal monthly installments, which shall be subject to withholdings as may be provided for elsewhere in this contract.

(b) Award Fee. The Government will promptly make payment of any Award Fee upon the submission by the Contractor to the Contracting Officer or his/her authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment shall be made without the need for a contract modification.

ARTICLE VI - DETERMINATION OF AWARD FEE EARNED

A. The Government shall at the conclusion of each specified evaluation period evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination as to the amount of award fee earned will be made by the Government Fee Determination Official (FDO) and such determination concerning the amount of award fee earned is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any other appeal clause.

B. It is agreed that the evaluation of Contractor performance shall be in accordance with the Award Fee Plan referenced in the Article entitled, "Award Fee Plan" and that the Contractor shall be promptly advised in

writing of the determination, and the reasons why it was or was not earned. It is further agreed that the Contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within (10) days after the end of the period being evaluated, may be given such consideration, if any, as the FDO shall find appropriate.

C. The FDO may, in his/her sole discretion, specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation and/or the Article entitled, "Distribution of Award Fee" shall be adjusted to reflect such allocations.

ARTICLE VII - AWARD FEE PLAN

(a) A contractor award fee plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area will be unilaterally established by the Government; however, the Government may consult with the Contractor in the development of the Award Fee Plan and may furnish Contractor with preliminary drafts of Award Fee Plans. A copy of the plan shall be provided to the Contractor as soon as practicable, but not later than the beginning of each Government fiscal year.

(b) The Award Fee Plan shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any: (1) technical, including schedule requirements, if appropriate; (2) management; and, (3) cost or other administrative functions selected for evaluation.

(c) The Government retains the right, consist with the contract, to unilaterally change the Award Fee Plan. However, the Government may consult with the Contractor and consider Contractor's views on any changes to such plan Normally, changes will not be made to an Award Fee Plan affecting milestones or objectives of the current evaluation priod. If it is necessary to change milestones or objectives of the current period during the current period, the evaluation of Contractor's performance will take into consideration the effort and results obtained with respect to the former milestones and objectives, as well as the time required for Contractor to initate performance with respect to the changed milestones or objectives.

It is anticipated that the principal portion of the work under the contract will be covered by the Award Fee Plan each year; however, the Government may require that any portion of the work may be exempted from the Award Fee Plan. The fee for any such exempted portion of the work shall be added to the Base Fee.

ARTICLE VIII - DISTRIBUTION OF AWARD FEE

(a) The total amount of award fee available under this contract for each fiscal year is distributed among 100 award fee points, as delineated in the Award Fee Plan. These award fee points are assigned to the following evaluation periods in the following manner:

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1983 - January 31, 1984 | 33.20 |
| February 1, 1984 - May 31, 1984 | 28.75 |
| June 1, 1984 - September 30, 1984 | 38.05 |

FY 1984 available award fee = $1,950,000; each award fee point = $19,500.

(b) In the event of contract termination either in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the Fee Determination Official.

ARTICLE IX - ALLOWABLE COSTS AND FEE

(a) Compensation for Contractor's services. Payment for the allowable cost as hereinafter defined, and of the fees, if any, shall constitute full and complete compensation for the performance of the work under this Contract.

(b) Fees.

(1) Fees shall be established for work to be performed during each fiscal year pursuant to Appendix C.

(c) Allowable costs. The allowable cost of performing the work under this Contract shall be the costs and expenses that are actually incurred by the Contractor in the performance of the contract work in accordance with its terms, that are necessary or incident thereto, and are determined to be allowable pursuant to this paragraph (c). The determination of the allowability of cost hereunder shall be based on: (1) reasonableness, including the exercise of prudent business judgment, (2) consistent application of generally accepted accounting principles and practices that result in equitable charges to the Contract work, and (3) recognition of all exclusions and limitations set forth in this clause or elsewhere in this Contract as to types or amounts of items of costs. Allowable cost shall not include cost of any item described as unallowable in paragraph (e) of this clause except as indicated therein. Failure to mention an item of cost specifically in paragraph (d) or paragraph (e) shall not imply either that it is allowable or that it is unallowable.

(d) Examples of items of allowable cost. Subject to the other provisions of this clause, the following examples of items of cost of work done under this Contract shall be allowable to the extent indicated:

(1) Bonds and insurance, including self-insurance, as provided in the clause entitled "Required Bonds and Insurance -- Exclusive of Government Property".

(2) Communication costs, including telephone services, local and long-distance calls, telegrams, cablegrams, radiograms, postage, and similar items.

(3) Consulting services (including legal and accounting), and related expenses, as approved by the Contracting Officer, except as made unallowable by paragraph (e)(26).

(4) Litigation expenses, including reasonable counsel fees, incurred in accordance with the clause of this Contract entitled "Litigation and Claims".

(5) Losses and expenses (including settlements made with the consent of the Contracting Officer) sustained by the Contractor in the performance of this Contract and certified in writing by the Contracting Officer to be just and reasonable, except the losses and expenses expressly made unallowable under other provisions of this Contractor.

(6) Materials, supplies, and equipment, including freight transportation, material handling, inspection, storage, salvage, and other usual expenses incident to the procurement, use and disposition thereof, subject to approvals required under other provisions of this Contract.

(7) Patents, purchased design, and royalty
pressly provided for under other provi
approved by the Contracting Officer,
disclosures, reports and related docu
the extent necessary to make such inv
ance with the Patent clause(s) of this

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(8) Personnel costs and related expenses i
Contractor's established personnel pol
applicable on a corporate-wide basis c
Officer in writing, or in accordance wit
tracts or by custom in the nuclear indus

(i) Salaries and wages; overtime shift
other premium pay for time worked;
vacations, holidays, sick, funeral,
and voting leave; salaries and wage
capacity as union stewards and comm
handling grievances, or serving on labor management (Contractor) committees: Provided, however, that the Contracting Officer's approval is required in each instance of base salary or wages to an individual employee at an annual rate of $50,000 or more, when it is proposed that a total of 50 percent or more of such base salary or wages be reimbursed under DOE cost-type contracts.

(ii) Legally required contribution to old-age and survivors' insurance, unemployment compensation plans and workmen's compensation plans (whether or not covered by insurance); voluntary or agreed-upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);

(iii) Travel (except foreign travel, which requires specific approval by the Contracting Officer on a case-by-case basis); incidental

subsistence and other allowance of Contractor employees, in connection with performance of work under this Contract (including new employees reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);

(iv) Employee relations, welfare, morale, etc., programs, including incentive, patent, or suggestion awards (excluding royalty sharing awards), employee counseling services, health or first-aid clinics, and house or employee publications;

(v) Personnel training (except special education and training courses and research assignments calling for attendance at educational institutions which require specific approval by the Contracting Officer on a case-by-case basis); including apprenticeship training programs designed to improve efficiency and productivity of contract operations, to develop needed skills, and to develop scientific and technical personnel in specialized fields required in the contract work.

(vi) Recruitment of personnel (including help-wanted advertisements), including services of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the Contractor for employment interviews; and

(vii) Net cost of operating plantsite cafeteria, dining rooms, and canteens attributable to the performance of the contract.

Provided, however, that the following items of cost will be allowable only to the extent approved by the Contracting Officer: (A) Salaries and wages for any employee paid in accordance with job classification established specifically for use in connection with work under this Contract; (B) the overtime premium portion of salaries and wages of any employee directly charged to this Contract for work performed in excess of 40 hours per week pursuant to a workweek scheduled and established in excess of 40 hours per week for a period of more than four weeks; (C) the overtime premium portion of salaries and wages of any employee directly charged to this contract for occasional overtime in excess of 16 hours beyond his scheduled workweek; and (D) the costs of material changes in the Contractor's established personnel policies and programs which relate to the Contractor's Energy Systems Group.

Copies of the Contractor's appropriate Corporate Directives and the Energy Systems Group Standard Operating Policies, together with revisions thereto, will be made promptly available to the DOE as issued by the Contractor.

(9) Repairs, maintenance, inspection, replacement and disposal of Government-owned property and the restoration or clean-up of site and facilities to the extent directed or approved by the Contracting Officer.

(10) Subcontracts and purchase orders, including procurements from Contractor-controlled sources, subject to approvals required by other provisions of this Contract.

(11) Subscriptions to trade, business, technical, and professional periodicals, as approved by the Contracting Officer.

(12) Taxes, fees, and charges levied by public agencies which the Contractor is required by law to pay, except those which are expressly made unallowable under other provisions of this Contract.

(13) Utility services, including electricity, gas, water, and sewerage.

(14) Indemnification of the Pension Benefit Guaranty Corporation pursuant to the Employee Retirement Income Security Act of 1974, in accordance with DOEPR 9-15.205-6.

(15) Rentals and leases of land, buildings and equipment owned by third parties where such items are used in the performance of the contract, except that rentals and leases of land or buildings directly chargeable to the Contract shall be subject to approval by the Contracting Officer.

(16) Establishment and maintenance of bank accounts in connection with the work hereunder, including, but not limited to, service charges, the cost of disbursing cash, necessary guards, cashiers, and paymasters, if payments are made by check, facilities and arrangements for cashing checks may be provided without expense to the employees, subject to the approval of the Contracting Officer.

(e) Examples of items of unallowable costs. The following examples of items of costs are unallowable under this Contract to the extent indicated:

(1) Advertising, except (i) help-wanted advertising, and (ii) other advertising (such as costs of participation in exhibits) approved by the Contracting Officer as clearly in furtherance of work performed under the Contract.

(2) Bad debts (including expenses of collection) and provisions for bad debts arising out of other business of the Contractor.

(3) Bidding expenses and costs of proposals.

(4) Bonuses and similar compensation under any other name.

(5) Central and branch office expenses of the Contractor, except as specifically set forth in the Contract or in a separate memorandum of understanding referencing this Contract.

(6) Commission, bonuses, and fees (under whatever name) in connection with obtaining or negotiating for a Government contract or a modification thereto, except when paid to bona fide employees or bona fide established selling organizations maintained by the Contractor for the purpose of obtaining Government business.

(7) Contingency reserves.

(8) Contributions and donations.

(9) Depreciation in excess of that calculated by a
approved for use by the Internal Revenue Servi
Revenue Code of 1954, as amended, including th
ing balance (using a rate not exceeding twice
have been used had the depreciation been computed under the straight-line method), or sum-of-the-years digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life.

Check with Accounting

(10) Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.

(11) Entertainment costs, including social club membership, except the costs of such recreational activities for onsite employees as may be approved by the Contracting Officer or provided for elsewhere in this Contract.

(12) Fines and penalties, including assessed interest, resulting from violations of, or failure of the Contractor to comply with, Federal, State, or local laws or regulations, except when incurred in accordance with the written approval of the Contracting Officer or as a result of compliance with the provisions of this Contract.

(13) Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of DOE applicable to transfers of such property to the Contractor from others.

(14) Insurance (including any provisions of a self-insurance reserve) on any person where the Contractor under the insurance policy is the beneficiary, directly or indirectly, and insurance against loss of or damage to Government property as defined in the clause of this contract entitled "Property".

(15) Interest, however represented (except interest incurred in compliance with the clause entitled "State and Local Taxes"), bond discounts and expenses, and costs of financing and refinancing operations.

(16) Legal, accounting, and consulting services and related costs incurred in connection with the preparation of prospectuses, preparation and issuance of stock rights, organization or reorganization, prosecution or defense of antitrust suits, prosecution of claims against the United States, contesting actions or proposed actions of the United States, and, except as approved by the Contracting Officer, the prosecution or defense of patent infringement litigation.

(17) Losses (including litigation expenses, counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the Contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and others from any source; and losses where such losses or expenses--

(i) Are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its own fault or negligence;

(ii) Result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, corporate officers, or a supervising representative of the Contractor, as defined in the clause of this Contract entitled "Property".

(iii) Represent liabilities to third persons for which the Contractor has expressly accepted responsibility under other terms of this Contract.

(18) Maintenance, depreciation, and other costs incidential to the Contractor's idle or excess facilities (including machinery and equipment) other than reasonable standby facilities.

(19) Membership in trade, business, and professional organizations except as approved by the Contracting Officer.

(20) Precontract costs, except as expressly made allowable under other provisions in this Contract.

(21) Research and Development costs, unless specifically provided for elsewhere in this Contract.

(22) Selling costs, except to the extent they are determined to be reasonable and to be allocable to the Contract. Allocability of selling costs to the Contract will be determined in the light of reasonable benefit to the agency program arising from such activities as technical, consulting, demonstration, and other services performed for such purposes as applying or adapting the Contractor's product for agency use.

(23) Storage of records pertaining to this Contract after completion of operations under this Contract, irrespective of contractual or statutory requirement of the preservation of records.

(24) Taxes, fees, and charges in connection with financing, refinancing, or refunding operations, including the listing of securities on exchanges, taxes which are paid contrary to the clause entitled "State and Local Taxes", taxes on net income and excess profits, special assessments on land which represent capital improvement and taxes on accumulated funding deficiencies of, or prohibited transactions involving, employee deferred compensation plans pursuant to Section 4971 or Section 4975 of the Internal Revenue Code of 1954, as amended, respectively.

(25) Travel expenses of the officers, proprietors, executives, administrative heads and other employees of the Contractor's central office or branch office organizations concerned with the general management,

supervision and conduct of the Contractor's business as a whole, except to the extent that particular travel is in connection with the Contract and approved by the Contracting Officer.

(26) Salary or other compensation (and expenses related thereto) of any individual employed under this Contract as a consultant or in another comparable employment capacity who is an employee of another organization and concurrently performing work on a full-time annual basis for that organization udner a cost-type contract with DOE except to the extent that cash payment therefor is required pursuant to the provisions of this Contract or procedure of DOE applicable to the borrowing of such an individual from another cost-type contractor.

(27) First-class air travel in excess of the cost of less than first-class air accommodations, except when less than first-class accommodations are not reasonably available to meet necessary mission requirements, such as where less than first-class accommodations would:

(i) Require circuitous routing,

(ii) Require travel during unreasonable hours,

(iii) Greatly increase the duration of the flight,

(iv) Result in additional costs which would offset the transportation savings,

(v) Offer accommodations which are not reasonably adequate for the medical needs of the traveler.

(28) Special construction industry "funds" financed by employer contributions for such purposes as methods and materials research, public and industry relations, market development, and disaster relief, except as specifically provided elsewhere in this Contract.

(29) Late premium payment charges related to employee deferred compensation plan insurance, in accordance with DOEPR 9-15.205-6.

(30) Facilities capital cost of money (CAS-414).

ARTICLE X - PAYMENTS

(a) Payment of Fees. Fees shall be negotiated on a Government fiscal year basis as soon as reasonably practicable after issuance of the definitive work program for said fiscal year and this Contract should be modified accordingly. Base Fee shall be paid in equal monthly installments as it accrues and shall be subject to any withholding as may be provided for elsewhere in this contract. Award fee shall be due and payable promptly after each trimester determination by DOE that an award fee has been earned by the Contractor. Pending negotiation of the base fee on the basis of the mutually agreed estimated cost of the work for the applicable fiscal year, the parties shall agree upon a provisional fee for work authorized and funded on an interim basis, and the DOE shall make monthly payments against the applicable installments of the provisional fee. Prompt adjustment will be made for the difference between such monthly payments of the provisional fee and the pertinent fee installments when the specific fiscal year annual base and maximum award fees have been established.

(b) Payments on Account of Allowable Costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment or reimbursement for allowable costs or payments for other items specifically approved in writing by the Contracting Officer shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement funds less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

(c) Special Bank Account - Use. All advances of Government funds shall be withdrawn pursuant to a letter of credit in favor of the Contractor, or at the option of the Government, shall be made by check payable to the Contractor, and shall be deposited only in the Special Bank Account referred to in the Agreement for Special Bank Account, which is attached hereto and incorporated into this Contract as an appendix. The Contractor shall deposit revenues received by the Contractor in connection with work under this contract only into the Treasury special receipt account. No part of the funds in the Special Bank Account shall be (1) mingled with any funds of the Contractor or (2) used for a purpose other than that of

making payments for costs allowable under this Contract or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer shall at any time determine that the balance on such bank account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

(d) Title to Funds Advanced. Title to the unexpended balance of any funds advanced and of any bank account established pursuant to this Article shall remain in the Government and be superior to any claim or lien of the bank of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title, or interest in or to such advance other than the right to make expenditures therefrom as provided in this Article.

(e) Review and Approval of Costs Incurred. The Contractor shall prepare and submit annually as of September 30 a voucher, for the total of net expenditures accrued (i.e., net costs incurred for the period covered by the voucher) and the DOE, after audit and appropriate adjustment will approve such voucher. This approval by the DOE will constitute an acknowledgement by the DOE that the net costs incurred are allowable under the Contract and that they have been recorded in the accounts maintained by the Contractor in accordance with the DOE accounting policies, but will not relieve the Contractor of responsibility for the DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to the DOE.

(f) Financial Settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs, base and award fees upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after (1) compliance by the Contractor with the DOE's patent clearance requirements, and (2) the furnishings by the Contractor of:

(1) As assignment of the Contractor's right to any refunds, rebates, allowances, accounts receivable (except those accruing to the Contractor under paragraphs (a) and (b) above), or other credits applicable to allowable costs under the Contract.

(2) A closing financial statement,

(3) The accounting for government-owned property required by the Article entitled "Property", and,

(4) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations and claims arising out of or under this Contract, subject only to the following exceptions:

(i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release, and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier, and

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

In arriving at the amount due the Contractor under this clause, there shall be deducted (1) any claim which the Government may have against the Contractor in connection with this Contract, and (2) deductions due under the terms of this Contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Bank Account may be applied to the amount due and any balance shall be returned to the Government forthwith.

(g) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

(h) Discounts. The Contractor shall use its best efforts to take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds such action is not in the best interest of the Government.

(i) Revenues. All revenues (except those accruing to the Contractor under paragraph (b) above) other than the Contractor's base or award fees, if any, accruing to the Contractor in connection with the work under this Contract shall be Government property and shall be deposited in the Special Receipt Account and not used for payment of allowable costs.

(j) Direct Payment of Charges - Deductions. The Government reserves the right, upon ten days written notice from the Contracting officer to the Contractor, to pay directly to the persons concerned all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor therefor.

(k) Provisional Overhead Rates. The Contractor shall be provisionally reimbursed at monthly intervals (or more frequent intervals if approved by the Contracting Officer) for its overhead costs and expenses properly allocable to Contractor's performance of the work hereunder at a provisional rate or rates mutually agreed upon in writing by the Contractor and the Contracting Officer, pending establishment from time to time of Contractor's actual overhead expenses and rates. Any such provisional rates and payment may be further adjusted either upward or downward from time to time as indicated to avoid anticipated over or under payments, but in any event all such provisional payments shall be adjusted as soon as reasonably practicable to Contractor's actual costs and rates when such are known and established. Such rates shall be set forth in a letter signed by the Contracting Officer and the Contractor if acceptable to it. Appropriate monetary adjustments between provisional and actual amounts due shall be made by credits or refunds at the option of the Contracting Officer.

ARTICLE XI - DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this Contract on behalf of the Government, and any other officer or civilian employee

who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this Contract, the term "subcontract" includes purchase orders under this Contract.

(d) The term "DOE" means the U.S. Department of Energy.

(e) The term "DOEPR" means the Department of Energy Procurement Regulations (July 1981 ed), as amended.

(f) The term "Energy Technology Engineering Center" (hereinafter called "ETEC") means:

(1) The land and DOE-owned facilities below listed at the Contractor's Santa Susana Nuclear Field Laboratory as shown in Appendix A dated May 1982, attached to the Contract:

(i) Sodium Component Test Installation (Building Nos. 355, 356, 359, 656)

(ii) Pump Bearing Test Facility (Building Nos. 357, 457)

(iii) Control Element Test Building (Building No. 354)

(iv) Office Buildings (Building Nos. 036, 038, 039, 482, 483, 484, 485, 486, 487

(v) General Sodium Testing Building (Building No. 032)

(vi) General Test Building (Building No. 057)

(vii) Instrumentation Repair and Calibration (Building No. 066)

(viii) Chemical Storage Building (Building No. 358)

(ix) Hydraulic Test Facility (Buildings 473 and 863). The unconditional transfer of ownership of this facility (improvements only and exclusive of underlying land) from the Contractor to the Government was effective Deptember 30, 1983. Such transfer

was made in consideration of possible improvements in, and future use of, the facility by DOE under Contract DE-AC03-76SF00700 or other government contracts with Rockwell International Corporation.

(x) Sodium Pump Test Facility (Building Nos. 461, 462)

(xi) Equipment Storage Building (Building Nos. 012, 025, 626, and 641)

(xii) Component Handling and Cleaning Facility (Building No. 463)

(xiii) ETEC Quality Assurance Operation (Building No. 027)

(xiv) ETEC Construction Staging (Building 019)

(xv) ETEC Instrumentation Operations (Building 062)

(xvi) Site Purchasing Office (Building 030)

(xvii) Chemistry and Metallurgical Laboratory (Building 065)

(xviii) Small Components Test Loop (Building 026)

(xix) Transient Test Facility (Building 013)

(xx) Sodium Burn Facility (Building 133)

(xxi) Fuel Oil Storage Tanks (Building Nos. 731 and 735) and Fuel Oil Control Building (Building 320)

(xxii) Sodium Storage Building (Building 014)

(xxiii) Large Leak Test Rig (Building No. 459 and part of 059)

(2) The personnel of the Contractor permanently assgned to work at the ETEC;

(3) Other land and DOE facilities, not enumerated above within the Santa Susana Triangle Site described in Article XII below, as may be designated by DOE from time to time after consultation with the Contractor.

ARTICLE XII SPECIAL PROPERTY PROVISIONS

(a) Santa Susana Triangle Site. It is recognized that pursuant to the terms and conditions of Contract No. AT(04-3)-49 between the parties hereto, Contractor made a substantial contribution to the cost of carrying on the work under said contract, and that part of said contribution was represented by certain property, real and personal, title to which remained in the Contractor, located at the site known as the Santa Susana Triangle. Under said Contract No. AT(04-3)-49 and subsequently under Contract No. AT-11-1-GEN-8 between the parties and prior modifications of this Contract No. DE-AC03-76SF00700, the Government had an option to purchase the site known as the Santa Susana Triangle and Contractor-owned facilities and improvements located thereon. The boundaries of the Santa Susana Triangle site have been changed from time to time by agreement of the parties.

(b) The "Site". The term "Site" as used in this Article is defined as the land described in Appendix B and all Contractor-owned facilities and improvements located thereon constituting real propery and all Contractor personal property used by the Contractor in support of the operation of said facilities and improvements as of the date of expiration or termination of this Contract, except such Contractor personal property as Contractor may elect to remove with the consent of the Government.

(c) Government's Option to Purchase Contractor Property. The Government may purchase the Site, as follows: The Government at any time within one hundred and twenty (120) days after expiration or termination of this Contract may notify the Contractor that the Government intends to acquire the Site. Upon such notice the Government shall have an option for a period of 42 months after expiration or termination of this Contract to purchase the Site at its fair market value at the time of the consummation of the purchase and transfer of title to the property. In the event the Government so notifies the Contractor that it intends to acquire the Site, the Government shall pay the fair market rental value for the Site until the Government either acquires title to the Site or completes the disposition of all Government property located on or at the Site pursuant to paragraph (d) below. The rental period shall commence on the date this

Contract shall have expired or been terminated. If such option to purchase is not exercised within such 42-month option period, the Government shall proceed to dispose of all Government property located on or at the Site pursuant to paragraph (d) below. Further, the Government shall have the right at any time within such option period, by notice to the Contractor, to relinquish such option, and in the event of such relinquishment, shall proceed to dispose of Government property as provided in the preceding sentence.

(d) Disposition of Government Property. 1) If at any time within one hundred and twenty (120) days following the expiration or termination of this contract the Government does not exercise its option to acquire the site or 2) if notice has been given to the Contractor of the intent to acquire the site but the option period has expired:

(1) The Government may notify the Contractor in writing of its plans for disposition of any Government-owned property at the Site that is excess to Government needs together with its proposed schedule for such disposal. Said schedule shall be as short as is reasonably practical in the circumstances.

The Contractor shall cooperate with the Government to complete the disposal of such excess property by allowing third parties access to the Site for inspection of excess property and removal thereof by successful bidder(s).

Notwithstanding any other contractual provisions, the Contractor shall be afforded the opportunity to submit a competitive bid, or bids, to acquire such excess Government property. In the event the Contractor does acquire any or all such excess property, the Government will be relieved of any and all obligations under this Contract with respect to such Contractor-acquired excess property.

(2) The Government may direct the Contractor, at the sole expense of the Government, to remove and return to the Government any or all Government property in possession or custody of the Contractor.

(3) Except as provided below the Government may abandon in place to the Contractor any or all excess Government property on the Site by notifying the Contractor in writing of such abandonment. In the event the Government exercises this right the Government shall be relieved of any and all obligations with respect to such abandoned excess property, provided however that the Government shall be responsible to ensure that any abandoned excess property shall be

safe for unrestricted use and in an environmentally acceptable condition in accordance with then current applicable laws and regulations. The Government shall not have the right to abandon in place any partially dismantled buildings or facilities without the consent of the Contractor. In the event the Contractor does not agree to accept abandonment of partially dismantled buildings or facilities, the Government shall be responsible to restore the site of such partially dismantled buildings or facilities to its original condition which may include, but is not limited to, removal of large masses of foundation materials, asphalt paving, and other designated surface and subsurface improvements.

(e) Site Control

(1) (i) The Contractor shall use its best efforts to design all facilities which are to be constructed within the Site so that the level of radiation at the boundaries of the Site shall not exceed the permissible levels of radiation under applicable Federal Regulation.

(ii) The Contractor will consult with the DOE before making any material change in the usage of Contractor-owned property adjacent to the site and will use its best efforts to preclude occupancy which would limit the DOE's intended use of facilities located on the Site.

(2) Easements and Rights of Way

(i) The Contractor agrees to provide the DOE necessary ingress and egress to the Site during the period of this Contract and in the event the DOE exercises its option as set forth in Section (c), the Contractor agrees to provide to the DOE, its successors and assigns, (A) the right of permanent ingress and egress over the road designated as Black Canyon Road, and the road between points A, B, C, D and E on Survey #49143, as described in Appendix B hereto, and thence to the option site and (B) such rights over other roads providing ingress and egress to the Site as the Contractor may have the right to transfer to the Government, and (C) the necessary ingress and egress to use, service, and maintain the supply pipeline to and the day tank for the ETEC/SCTI fuel oil storage tanks. It is understood that all necessary ingress and egress will be at no cost to the Government.

(ii) In the event the DOE exercises its option as set forth in Section (c), the DOE agrees to provide the Contractor, its successors and assigns such easements on and across the Site as are reasonably necessary to the Contractor's activities carried on in the general vicinity of the Site and which do not unreasonably interfere with DOE activities on the Site, such easements shall include but are not limited to the following: (A) the necessary ingress and egress to use, service, and maintain the existing water tanks (located approximately 6,945 feet West and 4,424 feet North of the Southeast corner of Parcel 1 of Survey #49143 and associated water system; (B) the necessary ingress and egress to use, service, and maintain the existing electrical substation (located approximately 6,181 feet West, 3,928 feet North of the aforesaid Southeast corner of Parcel 1 of Survey #49143) and associated electrical distribution lines; and (C) a right of way approximately 60 feet wide for road purposes and associated drainage and for utility lines, running in a northeasternly direction across the Southeast portion of the Site.

(3) The Contractor, its successor and assigns, during a period of ten (10) years after the expiration or termination of Contract No. DE-AC03-76SF00700 in the event the Government exercises its option as set forth in Section (c), shall provide to the DOE, its successors and assigns, at cost, to the extent requested by any one of them, and to the extent water is available from all or any part of the water supply system or systems utilized by the Contractor, its successors and assigns, for the property now owned by the Contractor in the Santa Susana area, shown on aforesaid Survey #49143 (except such portion thereof as may hereafter be owned by the Government), up to 100,000 gallons of water per day at the site. The Contractor, for itself, its successors and assigns further agrees to permit any public utility willing and able to supply such amount of water to the site to tie into the Contractor's water distribution system, as the same may then be constituted, in a manner satisfactory to supply water to the Site and from and after the time such amount of water is supplied to the Site by a public utility, the obligations of the Contractor, its successors and assigns with regard to the supply of water to the Site shall cease.

(4) In the event the Government exercises its option as set forth in Section (c) of this Article, the DOE, its successors and assigns, shall have the right during a period of ten (10) years after expiration of termination of Contract No. DE-AC03-76SF00700, to discharge into the Contractor's sewerage system servicing the Site at no direct

cost, a maximum of either 9,440 gallons of sewage per day (2/5 of the total existing sewage capacity of 23,600 gallons as of December 1961) or that amount of sewage produced by not more than 375 people whichever is less, originating from the Site, to the extent permitted by applicable law. Notwithstanding the foregoing, the DOE shall have the right to discharge sewage in excess of the above-mentioned amount originating from the Site, so long as the amount of such sewage and the sewage arising out of the Contractor's activities does not exceed the total capacity of the Contractor's sewerage system.

(5) In the event the Government exercises its option as set forth in Section (c), the Contractor shall provide to the Government any easements required to enable a public utility to supply electricity to the Site.

(6) In the event the Government exercises its option as set forth in Section (c), the Contractor shall provide to the Government any easements required to maintain the pipe lines for the transmission of gaseous nitrogen and oil to the ETEC gaseous nitrogen supply system and the ETEC/SCTI fuel oil storage tanks. In the event the Government elects to terminate the supply of gas, and/or fuel oil, the Government agrees to execute a document or documents for recording purposes which will terminate any recorded easements as hereinafter provided in Section (e)(8), with respect to the gaseous nitrogen supply system and/or fuel oil system.

(7) In the event the Government exercises its option as set forth in Section (c), the Contractor shall provide such access as may be required for telephone service installation and maintenance, and shall permit the drainage of industrial effluent, provided such effluent shall not cause Contractor's drainage system to be overloaded and further provided such effluent shall not cause the combined industrial effluent from the optioned area and Contractor's operations to violate any local, state, or federal regulation or law. The Contractor further agrees to furnish to the site, to the extent the Contractor has reasonably available to it in connection with its adjacent property, such other utility and/or guard, fire protection and other housekeeping services as may be requested by the Government, provided that the Contractor is reimbursed for the reasonable costs of any such utilities and services.

(8) The Contractor further agrees that, at the request of the DOE, it will execute a document or documents setting forth the agreements

contained in Section (c) in such form as will permit the recording of such document or documents for the purpose of giving constructive notice to the public at large.

(f) Other Use of Facilities

(1) The Contractor, during the term of this Contract No. DE-AC03-76SF00700 shall afford DOE Contractors or designees such access to all facilities and Government property on the Site as the DOE deems appropriate and shall consult with such persons and assist in their orientation. The DOE shall endeavor to schedule the visits of such persons so as to avoid undue interference with the work under this Contract.

(2) Subject to the prior written approval of the DOE and to such conditions, including payments to the Government as the DOE may require, the Contractor may utilize the facilities provided hereunder in connection with work other than work under this Contract.

(g) Maintenance of Property. Upon the expiration or termination of this Contract and until the Government acquires the Site pursuant to Section (c) or disposes of its property pursuant to Section (d) the Contractor shall, as directed by and at the expense of the Government, maintain Government property in its custody and possession in accordance with the provisions of this Contract entitled "Property".

(h) Transfer of Article. Contractor agrees, without further consideration, and in the event of termination or expiration of this Contract No. DE-AC03-76SF00700 to amend Contract No. EY-76-C-03-0701 or any successor contract thereto, to include therein this Article and paragraph (b)(2) of Article titled DESCRIPTION OF WORK of this Contract as the same may then exist.

(i) Burro Flats Electrical Substation

(1) All additions to expansions of the existing Burro Flats Substation (No. 704) electrical power distribution system (consisting of switchgear, 5KV distribution, lighting, fencing, etc.) covered by Directive 70-CP-3 shall be deemed personal property and severable.

(2) The Contractor agrees these additions to and expansions of the power distribution system may remain on Contractor's land during the term of this Contract and may be abandoned by DOE any time during such term without obligation to restore the premises.

(3) In the event of expiration or termination of this Contract, Section (c) above shall be considered applicable to any additions to or expansions of the power distribution systems covered by Directive 70-CP-3 which may be located off the Site.

(4) The Contractor agrees to provide to DOE the necessary ingress and egress to these additions and expansions during the period of this Contract and to it, its successors and assignees forever in the event DOE exercises its option to purchase the Site under Section (c) above.

(5) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide to the Government any easements required to enable a public utility to supply electricity to these additions to and expansions of the power distribution systems.

(6) In the event utilization of the additions to and expansions of the power distribution systems are dependent upon operation of interrelated Contractor-owned equipment, Contractor shall not cease operation of such equipment without affording the Government either an option to have Contractor continue to operate such equipment at Government's expense or an option to purchase such Contractor-owned equipment at its then fair value. In the event Government purchases such equipment, paragraphs (b), (d), (e) and (f) above shall apply to such equipment.

## ARTICLE XIII PRIVACY ACT NOTIFICATION

This Procurement Contract requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

## ARTICLE XIV PRIVACY ACT

(a) The Contractor agrees:

(1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an

agency function when the Contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the Contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

(2) To include the solicitation notification contained in Contract Article XIII above in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) To include this Article, including this paragraph (3), in all subcontracts awarded pursuant to this Contract which require the design, development, or operation of such a system of records.

(b) In the event of violation of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officersor employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the Contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the Agency, irrespective of all other provisions of this Contract.

(c) The terms used in this Article have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

(d) In accordance with the requirements of this Article and implementing DOE regulations (10 CFR Chapter III, Part 708), it is hereby agreed that the Contractor maintains the following "Systems of Records" on individuals in order to accomplish a DOE functions:

(1) Government Motor Vehicle Operator Records (DOE 32) regarding Contractor employees authorized by DOE to drive Government vehicles.

(2) Occupational and Industrial Accident Records (DOE 38) regarding accidents involving Government vehicles.

(3) Personnel Radiation Exposure Records (DOE 35) regarding Contractor employees, DOE employees and visitors to the contract site.

(4) Employee and Visitor Access Control Records (DOE 51).

The parenthetical DOE number designation for each system of records listed above refers to the official "Systems of Records" numbers published by DOE in the Federal Register pursuant to the Privacy Act of 1974 (See 47 FR No. 64, PS 14284-14333, April 2, 1982).

## ARTICLE XV RELATIONSHIP TO PRECEDING CONTRACTUAL ARRANGEMENTS

The work under this Contract and Contract No. DE-AM03-76SF00701 involves in part the continuation of work commenced and performed under a preceding contract between the parties designated as Contract No. AT(11-1)-GEN-8. It is agreed that the work performed under said Contract GEN-8 prior to the execution date of this Contract shall be governed by the terms of the said Contract GEN-8, except as may otherwise be agreed in writing of the same or subsequent date. Unless otherwise agreed, all property, materials, subcontracts, and data generated or acquired under Contract GEN-8 shall be deemed transferred to this Contract or Contract 0701, as the parties may agree, for use thereunder.

## ARTICLE XVI NONLIABILITY - COST ACCOUNTING STANDARDS

With reference to the Contract General Provision entitled COST ACCOUNTING STANDARDS and notwithstanding the provisions of that Article, the Contractor shall not be liable to the Government for any increased costs or interest thereon, resulting from any failure of the Contractor, with respect to activities carried on at the site of work, or of a subcontractor to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such article: Provided, that the Contractor shall include in each covered subcontract a clause making the subcontractor liable for any increased costs or interest thereon resulting from any failure of the subcontractor to comply with prescribed standards or disclosed practices.

ARTICLE XVII - CONTROL OF SOURCE AND SPECIAL NUCLEAR (SS) MATERIALS

The Contractor shall, in a manner satisfactory to the Manager, San Francisco Operations Office, or his authorized designee, establish appropriate accounting and measurement procedures, maintain current records, and institute appropriate control measures for source and special nuclear (ss) materials in its possession. Transfers of nuclear materials in the conduct of the work under this contract out of the jurisdiction of the accountability facility established for the conduct of the work under this contract will not be made without prior approval of the Manager, San Francisco Operations Office, or his authorized designee.

ARTICLE XVIII - ORDER OF PRECEDENCE

In the event there is an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence as follows: (a) schedule; (b) the general provisions; (c) other provisions of the Contract, whether incorporated by reference or otherwise; and (d) the Contractor's technical proposal, if incorporated in the Contract by reference or otherwise.

ARTICLE XIX - CONTENT OF CONTRACT

This contract consists of a cover page (Standard Form 30), the schedule, the General Provisions and the following designated appendices:

A - Energy Systems Group Santa Susana Field Laboratory, May 1982
B - A description of the "site" under Article XII
C - Establishment of Fee,
D - Key personnel
E - Small and Disadvantaged Business Subcontracting Plan
F - Format of Special Bank Account Agreement

CLAUSE 1 CHANGES

(a) Changes and adjustment of fee. The Contracting Officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this contract requiring additional work or directing the omission of or variation in work covered by this contract. If any such direction results in a material change in the amount of character of the work described in the clause entitled "Statement of Work", an equitable adjustment of the fixed fee shall be made in accordance with the agreement of the parties and the contract shall be modified in writing accordingly. Any claim by the Contractor for an adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change; provided, however that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. A failure to agree on an equitable adjustment under this clause shall be deemed to be a dispute within the meaning of the clause entitled "Disputes".

(b) Work to continue. Nothing contained in this clause shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the requirements of any direction hereunder.

CLAUSE 2 ACCOUNTS, RECORDS AND INSPECTION

(a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting all allowable costs incurred, revenues or other applicable credits, fixed-fee accruals, and the receipt, use and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE at all reasonable times, before and during the period of retention provided for in (d) below and the Contractor shall afford DOE proper facilities for such inspection and audit.

(c) Audit of subcontractors' records. The Contractor also agrees, with respect to any subcontracts (including lump-sum or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the

subcontractor of any tier, to either conduct an audit of the subcontractor's cost or arrange for such an audit to be performed by the cognizant government audit agency through the Contracting Officer.

(d) Disposition of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, and other data evidencing costs allowable, revenues, and other applicable credits under this contract, shall be the property of the Government, and shall be dlievered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event ad the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as provided in this contract, all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

(e) Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.

(f) Inspections. The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

(g) Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through this paragraph (g) of this clause in all subcontracts (including lump sum or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

The Contractor further agrees to include an audit clause, the substance of which is the "audit" clause in FPR 1-3.814-2, in each subcontract which does not include provisions similar to those in paragraphs (a) through this paragraph (g) of this clause, but which contains a "defective cost or pricing data" clause.

CLAUSE 3 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds $10,000 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representative shall, until the expiration of 3 years after final payment under this contract, unless the DOE authorizes their prior disposition, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, unless the DOE authorizes their prior disposition, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

(e) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

CLAUSE 4 COST ACCOUNTING STANDARDS - NONDEFENSE CONTRACT

(a) Unless the Administration of General Services has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, regulations promulgated by the Cost Accounting Standards Board, the Contractor, in connection with this contract, shall:

(1) Follow consistently its cost accounting practices as required by regulations of the Cost Accounting Standards Board and administered under the Administration of Cost Accounting Standards clause. If any change in cost accounting practices is made for purpose of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied in a consistent manner to this contract.

(2) Comply with all cost accounting standards which the Contractor is required to comply with by reason of concurrent performance of any contract or subcontract subject to the Cost Accounting

Standards clause (4 CFR Part 331) and administered under the Administration of Cost Accounting Standards clause. The Contractor also shall comply with any cost accounting standard which hereafter becomes applicable to such a contract or subonctract. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract. Compliance shall continue until the Contractor completes performance of work under this contract.

(3) (A) Agree to any equitable adjustment (as provided in the Changes clause of this contract, if any) if the contract cost is affected by a change which, pursuant to (2) above, the Contractor is required to make to his cost accounting practices.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of this subparagraph (3): Provided, That no agreement may be made under this provision that will increase costs paid by the United States.

(C) When the parties agree to a change to cost accounting practice, other than a change under subparagraph (3)(A) above, negotiate an equitable adjustment as provided in the Changes clause of this contract (if any).

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if it or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41 (50 U.S.C. App. 1215(b)(2)), or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) The Contractor shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause until the expiration of 3 years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations (FPR) Part 1-20.

(c) Unless a subcontract or Subcontractor is exempt under rules or regulations prescribed by the Administrator of General Services, the Contractor (1) shall include the substance of this clause including this paragraph (c) in all negotiated subcontracts under this contract with subcontractors that are currently performing a national defense contract or subcontract that contains the clause entitled Cost Accounting Standards and that are currently required to accept the clause in applicable national defense awards and (2) shall include the substance of the Consistency of Cost Accounting Practices -- Nondefense Contract clause set forth in Section 1-3.1204-2(b) of the FPR in negotiated subcontracts under this contract with all other subcontractors. The Contractor may elect to use the substance of the solicitation notice set forth in Section 1-3.1203-3(b) of the FPR in his determination of applicability of cost accounting standards to subcontracts.

(d) The administration of this clause by the Government shall be accomplished in conjunction with the administration of the Contractor's national defense contracts and subcontracts subject to rules and regulations of the Cost Accounting Standards Board, pursuant to the Administration of Cost Accounting Standards clause. For the purpose of the Administration of Cost Accounting Standards clause. For the purpose of the Administration of Cost Accounting Standards clause contained in this contract, references to the Cost Accounting Standards clause shall be deemed to include this Cost Accounting Standards -- Nondefense Contract clause and reference to the Disclosure and Consistency of Cost Accounting Practices clause shall be deemed to include the Consistency of Cost Accounting Practices -- Nondefense Contract clause.

CLAUSE 5 ADMINISTRATION OF COST ACCOUNTING STANDARDS

For the purpose of administrating Cost Accounting Standards requirements under this contract, the Contractor shall:

(a) Submit to the cognizant Contracting Officer a description of the accounting change and the general dollar magnitude of the change to reflect the sum of all increases and the sum of all decreases for all contracts containing the Cost Accounting Standards clause, a Disclosure and Consistency of Cost Accounting Practices clause, or a Consistency of Cost Accounting Practices clause:

(1) For any change in cost accounting practices required to comply with a new cost accounting standard in accordance with paragraph (a)(2) and (a)(3)(A) of the Cost Accounting Standards - Nondefense Contract clause within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring such change;

(2) For any change to cost accounting practices proposed in accordance with paragraph (a)(3)(B) or (a)(3)(C) of the Cost Accounting Standards - Nondefense Contract clause or with paragraph (a)(2) of the Consistency of Cost Accounting Practices - Nondefense Contracts clause not less than 60 days (or such other date as may be mutually agreed to) prior to the effective date of the proposed change; or

(3) For any failure to comply with an applicable Cost Accounting Standard or to follow a disclosed practice as contemplated by paragraph (a)(4) of the Cost Accounting Standards - Nondefense Contract clause of this contract or with paragraph (a)(3) of the Consistency of Cost Accounting Practices - Nondefense Contract clause within 60 days (or such other date as may be mutually agreed to) after the date of agreement of such noncompliance by the Contractor.

(b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within sixty (60) days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to (a)(1), (2), or (3), above.

(c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with paragraphs (a)(4) and (a)(5) of the Cost Accounting Standards -- Nondefense Contracts clause or with paragraphs (a)(2), and (a)(3) of the Consistency of Cost Accounting Practices clause.

(d) When the subcontract is subject to either the Cost Accounting Standards -- Nondefense Contracts clause or the Consistency of Cost Accounting Practices -- Nondefense Contract clause so state in the body of the subcontract and/or in the letter of award. Self-deleting clauses shall not be used.

(e) Include the substance of this clause in all negotiated subcontracts containing either the Cost Accounting Standards -- Nondefense Contracts clause or the Consistency of Cost Accounting Practices -- Nondefense Contracts clause. In addition, within 30 days after award of such subcontract submit the following information to the Contract Administration Office cognizant of the subcontractor's facility.

(1) Subcontractor's name and subcontract number.

(2) Dollar amount and date of award.

(3) Name of Contractor making the award.

(4) A statement as to whether the subcontractor has made or proposes to make any changes to accounting practices that affect prime contracts or subcontracts containing defense or nondefense full or modified coverage clauses because of the award of this subcontract unless such changes have already been reported.

(f) For negotiated subcontracts containing the Cost Accounting Standards - Nondefense Contract clause, require the subcontractor to comply with all Standards in effect on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data or date of award, whichever is earlier, or the subcontractor's most recent negotiated defense contract or subcontract containing the Cost Accounting Standards clause.

(g) In the event an adjustment is required to be made to any subcontract hereunder, notify the Contracting Officer in writing of such adjustment and agree to an adjustment in the price or estimated cost and fee of this contract, as appropriate, based upon the adjustment established under the subcontract. Such notice shall be given within 30 days after receipt of the proposed subcontract adjustment, and shall include a proposal for adjustment to such higher tier subcontract or prime contract as appropriate.

(h) When either the Cost Accounting Standards -- Nondefense Contracts clause or the Consistency of Cost Accounting Practices -- Nondefense Contracts clause and this clause are included in subcontracts, the term "Contracting Officer" shall be suitably altered to identify the purchaser.

CLAUSE 6 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) (1) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

CLAUSE 7 SMALL AND DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

(a) The Contractor agrees to comply in good faith with the Small and Small Disadvantaged Business Subcontracting Plan (Appendix E) which is hereby incorporated in and made a part of this contract. In this connection, the Contractor shall:

(1) Use his best efforts to attain such percentage goals as may be set forth in the plan.

(2) Designate an individual who will:

(i) Maintain liaison with the Government on matters relating to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals;

(ii) Monitor compliance with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals"; and

(iii) Administer the Contractor's plan.

(3) Provide adequate and timely consideration of the potentialities of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals in all "make-or-buy" decisions.

(4) Assure that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals will, consistent with efficient performance of the contract, have the maximum practicable opportunity to compete for subcontracts, partciularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of such concerns. Where the Contractor's lists of potential subcontractors which are small business and small business concerns owned and controlled by socially and economically disadvantaged individuals are excessively long, reasonable effort shall be made to give all such concerns an opportunity to compete over a period of time.

(5) Maintain records showing:

(i) Whether each subcontractor is a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals; and

(ii) Procedures which have been adopted to comply with the plan and the policies set forth in this clause.

(6) Notify the Contracting Officer before soliciting bids, quotations or proposals on any subcontract (including purchase orders) in excess of $100,000 if:

(i) No small business concerns or small business concern owned and controlled by socially and economically disadvantaged individuals is to be solicited, and

(ii) The Contracting Officer's consent to the subcontract is required by a "Subcontracts" clause in this contract. Such notification will state the Contractor's reasons for nonsolicitation of small business and small business concerns owned and controlled by socially and economically disadvantaged individuals and will be given as early in the procurement cycle as possible so that the Contracting Officer may suggest potentially qualified small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract and the Contractor's notification shall specify that he is proceeding with the soliciation.

(7) Include the "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" in all subcontracts over $10,000 which offer further subcontracting opportunities.

(8) Cooperate in any studies or surveys of the Contractor's subcontracting procedures and practices as may be required by the DOE or the Small Business Administration.

(9) Submit reports of subcontracts to small and disadvantaged business concerns on such forms as may be specified elsewhere in this contract or by the Contracting Officer.

(b) The Contractor agrees that failure to comply in good faith with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals", or the terms of the subcontracting plan incorporated into the contract will be a material breach of the contract and the contract may be terminated in whole or, in part, for default.

(c) The Contractor further agrees to insert in all subcontracts hereunder (except those with small business concerns) which contain the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals", which offer further subcontracting opportunities, and which may exceed $1,000,000 in the case of a subcontract for the construction of any public facility or in excess of $500,000 in the case of all other subcontracts, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

(d) The provisions of this clause shall not apply to small business concerns.

CLAUSE 8 UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(a) It is the policy of the Government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals," the Contractor in placing his subcontracts shall observe the following order of preference: (1) Small business concerns that are labor surplus area concerns, (2) other small business concerns, and (3) other labor surplus area concerns.

(c) (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus.

(2) The term "labor surplus area concern" means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas.

(3) The term "perform substantially in a labor surplus area" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

CLAUSE 9 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
(Applicable if this contract exceeds $500,000)

(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall --

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program";

(2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;

(3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;

(4) Maintain records showing the procedures which have been adopted to comply with the policies set forth in this clause and report subcontract awards (see 41 CFR 1-16.804-5 regarding use of Optional Form 61). Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and

(5) Include the Utilization of Labor Surplus Area Concerns clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(b) (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus.

(2) The term "concern located in a labor surplus area" means a labor surplus area concern.

(3) The term "labor surplus area concern" means a concern that, together with its first-tier subcontractors, will perform substantially in labor surplus areas.

(4) The term "perform substantially in labor surplus areas" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

(c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 and which contains the Utilization of Labor Surplus Area Concerns clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

CLAUSE 10 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION -- FIREFIGHTERS AND FIREGUARDS

A workday consisting of a fixed and recurring 24-hour period commencing at the same time on each calendar day may be used instead of the calendar day in applying the daily overtime provisions of the Act to the employment of firefighters or fireguards if:

(a) The employment is under a platoon system requiring these employees to remain in excess of 8 hours per day at their post of duty in a standby or on-call status;

(b) The use of the alternate 24-hour days was agreed upon betwen the employer and employees or their authorized representatives before performance of the work; and

(c) In applying the daily and weekly overtime requirements of the Act in any particular workweek of any employee whose established workweek begins at a time of the calendar day different from the time when the agreed 24-hour day commences, the hours worked in excess of 8 hours in any 24-hour day are counted in the established workweek (of 168 hours commencing at the same time each week) in which hours are actually worked.

CLAUSE 11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (40 U.S.C. 327-333)

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 8 hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(b) Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day for which such individual was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

CLAUSE 12 PAYROLLS AND BASIC RECORDS

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) The records to be maintained under paragraph (a) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

(c) The Contractor shall insert paragraphs (a) through (c) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

CLAUSE 13 KEY PERSONNEL

It having been determined that the employees whose names appear in Appendix D or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this contract, the contractor agrees to assign such employees or persons to the performance of the work under this contract and shall not reassign or remore any of them without the consent of the Contracting Officer. Such consent shall not be unreasonably withheld. Whenever, for any reason, one or more of the aforementioned employees in unavailable for assignment for work under the contract, the contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

CLAUSE 14 NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatening the performance of the work, the Contractor shall immediately notify the Contracting Officer in writing. Such notice shall include all relevant information concerning the dispute and its background.

CLAUSE 15 CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

CLAUSE 16 EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as

a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSE 17 DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwist treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occuring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant and nothing herein is intended to relieve the Contractor from any requirements in any statutes, Executive orders, or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least

quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports, and related documentation shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the Contractor becomes contractually bound by the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening onece an employer decides to consider applicants outside of his own organization or employer-union arrangements for that opening.

(h) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on

a salary basis of less than $25,000 per year. The term includes full-time employment, temperary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, icnlduign such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsiblity for serving the area where the employment opening is to be filed, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies), and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes...to fill pursuant to a customary and traditional employer-union hring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the Contracting Officer.

Such notice shall state the Contractor's obligation under the law to take affirmative action to comply and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

CLAUSE 18 SECURITY

(a) Contractor's duty to safeguard all classified information. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer, the Contractor will complete a certificate of possession to be furnished to DOE specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained.

(b) Regulations. The Contractor agrees to conform to all security regulations and requirements of DOE.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, and National Security Information.

(d) Definition of Restricted Data. The Term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under Section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means information or material which is owned by, produced for or by, or under the control of the United States Government, which has been determined pursuant to Executive Order 12065 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12065, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(h) Criminatl liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42. U.S.C. 2100 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12065).

(i) Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase order under this contract.

CLAUSE 19 CLASSIFICATION

In the performance of the work under this contract, the Contractor shall ensure that an Authorized Original Classifier or Derivative Classifier shall assign classifications to all documents, material, and equipment originated or generated under the contract in accordance with classification regulations and guidance furnished to the Contractor by the DOE. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall ensure that an Authorized Original Classifier or Derivative Classifier shall assign classifications to all such documents, materials, and equipment in accordance with classification regulations and guidance furnished to such subcontractor or supplier by the Contractor.

CLAUSE 20 COVENANT AGAINST CONTINGENT FEES

(a) Warranty - Termination or Deduction for Breach. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(b) Subcontracts and Purchase Orders. Unless otherwise authorized by the Contracting Officer in writing, the Contractor shall cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under this contract.

CLAUSE 21 OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

CLAUSE 22 ASSIGNMENT

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Contracting Officer.

CLAUSE 23 LITIGATION AND CLAIMS

(a) Initiation of Litigation. The Contractor may, with the prior written authorization of the Contracting Officer, and shall, upon the request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.

(b) Defense and Settlement of Claims.

The Contractor shall give the Contracting Officer immediate notice in writing (1) of any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract, and (2) of any claim against the Contractor, the cost and expense of which is allowable under the clause entitled "Allowable Costs". Except as otherwise directed by the Contracting Officer, in writing, the Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action or claim. To the extent not in conflict with any applicable policy of insurance, the Contractor may with the Contracting Officer's approval settle any such action or claim, shall effect at the Contracting Officer's request an assignment and subrogation in favor of the Government of all the Contractor's rights and claims (except those against the Government) arising out of any such action or claim against the Contractor, and if required by the Contracting Officer, shall authorize representatives of the Government to settle or defend any such action or claim and to represent the Contractor in, or to take charge of, any action. If the settlement or defense of an action or claim against the Contractor is undertaken by the Government, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense. Where an action against the Contractor is not covered by a policy of insurance, the Contractor shall, with the approval of the Contracting Officer, proceed with the defense of the action in good faith and in such event the defense of the action shall be at the expense of the Government, provided, however, that the Government shall not be liable for such expense to the extent that it would have been compensated for by insurance which was required by law or by the written direction of the Contracting Officer, but which the Contractor failed to secure through its own fault or negligence.

CLAUSE 24 DISPUTES

(a) This contract is subject to the Contract Disputes Act of 1978 (Pub. L. 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Contractor shall be subject to a decision by the Contracting Officer.

(d) For Contractor claims of more than $50,000, the Contractor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable. The certification shall be executed by the Contractor if an individual. When the Contractor is not an individual, the certification shall be executed by a senior company official in charge at the Contractor's plant or location involved, or by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must render a decision within 60 days. For Contractor claims in excess of $50,000 the Contracting Officer must decide the claim within 60 days or notify the Contractor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.

(h) Interest on the amount found due on a Contractor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Contractor arising under the contract, the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

CLAUSE 25 STATE AND LOCAL TAXES

(a) The Contractor agrees to notify the Contracting Officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the Contractor with respect to the contract work, any transaction thereunder, or property in the custody or control of the Contractor and constituting an allowable item of cost if due and payable, but which the Contractor has reason to believe, or the Contracting Officer has advised the Contractor, is or may be inapplicable or invalid; and the Contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the Contracting Officer. Any State or local tax, fee, or charge paid with the approval of the Contracting Officer or on the basis of advice from the Contracting Officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

(b) The Contractor agrees to take such action as may be required or approved by the Contracting Officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the Contracting Officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the Contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the Contractor. If the Contracting Officer directs the Contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the Contractor for a tax, fee, or charge it has refrained from paying in accordance with this article, the procedures and requirements of the article entitled "Litigation and Claims" shall apply and the costs and expenses incurred by the Contractor shall be allowable items of cost, as provided in this contract, together with the amount of any judgment rendered against the Contractor.

(c) The Government shall hold the Contractor harmless from penalties and interest incurred through compliance with this article. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

CLAUSE 26 REQUIRED BONDS AND INSURANCE -- EXCLUSIVE OF GOVERNMENT PROPERTY

The Contractor shall procure and maintain such bonds and insurance as are required by law or by the written direction of the Contracting Officer subject to the conditions set forth in Section 9-7.204-5. The terms and conditions of any such bonds and insurance shall conform to the directions of the Contracting Officer. In view of the provisions of the article entitled "Property", the Contractor shall not procure or maintain for its own protection any insurance covering loss or destruction of or damage to Government-owned property.

CLAUSE 27 TERMINATION

(a) This contract shall continue until September 30, 1988, unless sooner terminated in accordance with the provisions which follow:

(1) The performance of work under this contract may be terminated by the Government in whole, or from time to time in part, (i) whenever the Contractor shall default in performance, and shall fail to cure the fault or failure within such period as the Contracting Officer may allow after receipt from the Contracting Officer of a notice specifying the fault or failure, or (ii) whenever for any reason the Contracting Officer shall determine any such termination is for the best interest of the Government. Termination of the work hereunder shall be effected by delivery of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. Any such termination shall be without prejudice to any claim which either party may have against the other. If, after notice of termination under the provisions of (a)(1)(i) above, it is determined for any reason that the Contractor was not in default, such notice of default shall be deemed to have been issued pursuant to (a)(1)(ii) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

(2) Upon receipt of notice of termination, in accordance with (1) above, the Contractor shall, to the extent directed in writing by the Contracting Officer, discontinue the terminated work and the placing of orders for materials, facilities, supplies, and services in connection therewith, and shall proceed, if, and to the extent required by the Contracting Officer, to cancel promptly, and settle with the approval of the Contracting Officer, existing orders, subcontracts, and commitments insofar as such orders, subcontracts, and commitments pertain to this contract.

(b) Upon the termination of this contract, full and complete settlement of all claims of the Contractor and of DOE arising out of this contract shall be made as follows:

(1) The Government shall have the right in its discretion to assume sole responsibility for any or all obligations, commitments, and claims that the Contractor may have undertaken or incurred, the cost of which are allowable in accordance with the provisions of this contract; and the Contractor shall, as a condition of receiving the payments mentioned in this article, execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government any rights and benefits the Contractor may have under or in connection with such obligations, commitments, or claims.

(2) The Government shall treat as allowable costs all expenditures made in accordance with and allowable under the article entitled "Allowable Costs and Fixed Fee", not previously so allowed or otherwise credited for work performed prior to the effective date of termination, together with expenditures as may be incurred for a reasonable time thereafter with the approval of, or as directed by, the Contracting Officer.

(3) The Government shall treat as allowable costs, to the extent not included in (b)(2) above, the costs of settling and paying claims arising out of the termination of work under orders, subcontracts, and commitments as provided in (a)(2) above.

(4) The Government shall treat as allowable costs the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the termination of the contract and for the termination and settlement of orders and subcontracts thereunder, together with such further expenditures made by the Contractor after the date of termination for the protection or disposition of Government property as are approved or required by the Contracting Officer; provided, however, that if the termination is for default of the Contractor, there shall not be included any amount for preparation of the Contractor's settlement proposal.

(5) If performance of work under this contract is terminated in whole by the Government, the fixed fee of the Contractor shall be prorated to and including the effective date of such termination. In addition, if the termination is for the convenience of the Government, the Contractor shall be paid a fixed fee in an amount to be agreed upon as compensation for its services in closing out the

work under this contract after the effective date of such termination. The additional fixed fee is to be negotiated as soon as practicable after service of notice of termination, shall take into account the estimate of the cost of the services and managerial effort to be rendered under this article after the effective date of termination, and shall be provided for in a supplement or amendment to this contract prior to final settlement hereunder. Pending agreement as to the amount of such fee, the Contractor shall diligently proceed with the performance of the services required under this article. No additional fee will be paid of the contract is terminated due to the default of the Contractor. In the event of a partial termination by the Government, and equitable adjustment shall be made in the fixed fee if such termination results in a material decrease in the level of the Contractor's management effort. Any failure to agree on the right to or the amount of any adjustment shall be deemed a dispute within the purview of the article hereof entitled "Disputes".

(6) The obligation of the Government to make any of the payments required by this article or any other provisions of this contract shall be subject to any unsettled claims in connection with this contract which the Government may have against the Contractor.

(c) Prior to final settlement, the Contractor shall furnish a release as required in the article entitled "Payments and Advances" hereof and such accounting for Government-owned property as may be required by the Contracting Officer: Provided, However, That unless the Contracting Officer requires an inventory, the maintenance and disposition of records of Government-owned property in accordance with the article entitled "Accounts, Records and Inspection" hereof shall be accepted by the Contracting Officer as full compliance with all requirements of this contract pertaining to an accounting for such property.

CLAUSE 28 PERMITS AND LICENSES

To the extent that any work hereunder is not performed within the Santa Susana site, as that site is defined in Article VII - Special Property Provisions, and except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

CLAUSE 29 PRIORITIES, ALLOCATIONS, AND ALLOTMENTS

The Contractor shall follow the rules, regulations, and procedures of the Defense Priorities System and the Defense Materials System Regulation I and all other applicable regulations and orders of the International Trade Administration, Department of Commerce, in obtaining controlled materials and other products and materials needed to fill this order.

CLAUSE 30 CONSULTANT OR OTHER COMPARABLE EMPLOYMENT SERVICES OF CONTRACTOR EMPLOYEES

The Contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time basis) or part-time (50 percent or more of regular annual compensation received under terms of a contract with DOE) on the contract work to disclose to the Contractor all consultant or other comparable employment services which the employees propose to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full-time on the contract to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another DOE cost type contractor in the atomic energy field for another organization except with the prior approval of the Co· actor. If the Contractor believes, with respect to any employee who is d full-time on the contract work, that any proposed consultant or uparable employment service for any organization in the atomic energy r than a DOE cost-type contractor may involve: (1) a rate of n significantly in excess of the employee's regular rate of (2) a significant question concerning possible conflict with egarding conduct of employees of DOE contractors; (3) the esponsibility to report fully and promptly to DOE all signi- arch and development information; or (4) the patent provisions of ractor's contract with DOE, the Contractor shall obtain the prior val of the Contracting Officer for such consultant or other comparable loyment service.

CLAUSE 31 CONTRACTOR'S ORGANIZATION

(a) Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization key personnel to be employed in connection with the work, and shall furnish from time to time supplementary information reflecting changes therein.

(b) Any changes to the current organization established for the performance of the work under this contract shall be subject to the prior approval of the Contracting Officer.

(c) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor shall establish such standards and procedures as are necessary to implement effectively the provisions set forth in Section 9-50.12, and such standards and procedures shall be subject to the approval of the Contracting Officer.

CLAUSE 32 SAFETY AND HEALTH

XII

To the extent that any work hereunder is performed at the Santa Susana site, as that site is defined in Article VII - SPECIAL PROPERTY PROVISIONS - the following shall apply:

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of DOE. The Contracting Officer shall notify in writing, the Contractor of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action. The Contractor shall submit a management program and implementation plan to the Contracting Officer for review and approval within 30 days after the date of award of this contract. In the event that the Contractor fails to comply with said regulations or requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue and order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

CLAUSE 33 CLEAN AIR AND WATER

(Applicable only if the contract exceeds $100,000, or the Contracting Officer had determined that the orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et. seq., as amended by

Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with Clean Air Standards and Clean Water Standards at the facilities in which the contract is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

CLAUSE 34 WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are not or may hereafter be in effect.

CLAUSE 35 PROPERTY

(a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) Title to property. Except as otherwise provided by the Contracting Officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Contracting Officer shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and

vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the Contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(c) Identification. To the extent directed by the Contracting Officer, the Contractor shall identify Government property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Contracting Officer, as shall indicate its ownership by the Government.

(d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Contracting Officer shall direct. When authorized in writing by the Contracting Officer during the progress of the work or upon completion or termination of this contract, the Contractor may, upon such terms and conditions as the Contracting Officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Contracting Officer and the Contractor as the fair value thereof. The amount received by the Contractor as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reduction of cost allowable under this contract or shall be otherwise credited to account of the Government, as the Contracting Officer may direct. Upon completion of the work or the termination of this contract, the Contractor shall render an accounting, as prescribed by the Contracting Officer, of all government property which had come into the possession or custody of the Contractor under this contract.

(e) Protection of government property - Classified Materials. The Contractor shall take all reasonable precautions, as directed by the Contracting Officer, or in the absence of such directions in accordance with sound industrial practice, to safeguard and protect government property in the Contractor's possession or custody. Special measures shall be taken by the Contractor in the protection of and accounting for any classified or special materials involved in the performance of this contract, in accordance with the regulations and requirements of DOE.

(f) Risk of loss of government property. The Contractor shall not be liable for loss or destruction of or damage to government property in the Contractor's possession unless such loss, destruction or damage results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, or unless such loss, destruction or damage results from a failure on the part of the Contractor's managerial personnel to take all reasonable steps to comply with any appropriate written directives of the Contracting Officer to safeguard such property under paragraph (e) hereof. The term "Contractor's managerial personnel" as used herein means the Contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of (1) all or substantially all of the Contractor's business; or (2) all or substantially all of the Contractor's operation at any one plant or separate location at which this contract is being performed; or (3) a separate and complete major industrial operation in connection with the performance of this contract; or (4) a separate and complete major construction, alteration or repair operation in connection with performance of this contract.

(g) Steps to be taken in event of loss. Upon the happening of any loss or destruction of or damage to government property in the possession or custody of the Contractor, the Contractor sxall immediately inform the Contracting Officer of the occasion and extent thereof, shall take all reasonable steps to protect the property remaining, and shall repair or replace the lost, destroyed, or damaged property, if and as directed by the Contracting Officer, but shall take no action prejudicial to the right of the Government to recover therefor and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.

(h) Government property for Government use only. Government property shall be used only for the performance of this contract.

(i) Property Management. The Contractor shall maintain and administer a property management system, subject to the approval of the Contracting Officer, of accounting for and control, utilization, maintenance, repair, protection and preservation of Government property in his possession under the contract. The Contractor's property management system shall be maintained and administered in accordance with sound business practice, and in accordance with Department of Energy Property Management Regulations and such directives or instructions which the Contracting Officer may from time to time prescribe.

CLAUSE 36 CONTRACTOR PROCUREMENT

(a) DOE reserves the right at any time to require that the Contractor submit for approval any or all procurements under this contract. The Contractor shall not procure any item whose purchase is expressly prohibited by

the written direction of DOE and shall use such special and directed procurement sources as may be expressly required by DOE. The Contractor shall (if required by the Contracting Officer) provide information concerning procurement methods, practices, and procedures used or proposed to be used and shall use methods, practices, and procedures which are acceptable to DOE. Procurement arrangements under this contract (shall be made in the name of the Contractor, shall not bind nor purport to bind the Government) shall not relieve the Contractor of any obligation under this contract (including among other things, the obligation properly to supervise, administer, and coordinate the work of subcontractors) and shall be in such form and contain such provisions as are required by this contract or as DOE may prescribe.

(b) In addition to, and without derogation of any rights under paragraph (a) of this section and any other provision in this contract, the Contractor shall require subcontractors to furnish cost or pricing data, and shall include in such subcontracts the clause set forth in Section 9-3.850 except as otherwise directed or approved by DOE.

(c) Procurement or transfer of equipment, materials, supplies, or services from a contractor-controlled source (any division or other organizational component of the prime contractor [exclusive of the contracting component] and any subsidiary or affiliate of the Contractor under a common control) shall be considered a procurement for the purposes of this article, except as otherwise authorized by the Contracting Officer.

CLAUSE 37 PREFERENCE FOR U.S. FLAG AIR CARRIERS

(a) Public Law 93-623 requires that all Federal agencies and Government contractors and subcontractors will use U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U.S. flag air carrier in the absence of satisfactory proof of the necessity therefor.

(b) The Contractor agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.

(c) In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, he will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons: (state reasons).

(d) The terms used in this clause have the following meanings:

(1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.

(2) "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

(3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase hereunder which may involve international air transportation.

CLAUSE 38 BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10a-d) provides that the Government give preference to domestic source end products. For the purpose of this Clause:

(i) "Components" means those articles, materials, and supplies which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost

of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a)(iii)(B) components of foreign origin of the same type of kind as the products referred to in (b)(ii) or (iii) of this Article shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract (by the Contractor, subcontractors, material men and suppliers) only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

CLAUSE 39 INDEMNITY ASSURANCE

(a) (1) The definitions set out in the Atomic Energy Act of 1954, as amended (hereinafter called the Act), shall apply to this Clause.

(2) The services or supplies furnished under this agreement are intended to be used in connection with the construction and/or operation of a production or utilization facility.

(3) DOE will use its best efforts to include in any contract for the operation of such facility, an agreement based on the then current approved form of indemnity agreement under Section 170d of the Atomic Energy Act of 1954, as amended, whereby DOE will indemnify all persons indemnified, including the Contractor, against public liability for nuclear incidents arising out of or in connection with contractual activities under the contract for the operation of said facility, in accordance with the authority provided in subsection 170d of the Act.

(4) (i) DOE will enter into an indemnity agreement, in accordance with the authority provided in subsection 170d of the Act, with the Contractor, without further consideration from the Contractor, at any time when all of the following circumstances are present:

(A) The services or supplies furnished under this contract are being used in connection with any activity or situation which involves a risk of substantial nuclear incident; and

(B) There is not in effect an indemnity agreement as described in Section (3) of this clause; and

(C) DOE's authority to enter into agreement of indemnification under Section 170(d) of the Act has not expired or been so amended as to deprive DOE of authority to enter into such an agreement.

(b) In that agreement DOE will indemnify the Contractor and other persons indemnified against public liability arising out of or in connection with the contractual activity of this contract.

(c) Such agreement will be based on the then current, approved form of Section 170d indemnity agreement used in contracts between DOE and its contractors, and shall further include an obligation to indemnify the Contractor, and persons indemnified, for such public liability arising out of, or resulting from, nuclear incidents occurring between the time when the services or supplies furnished under this contract are first used in connection with any activity or situation which involves risk of a substantial nuclear incident and the time when such agreement is executed.

(d) The indemnity provided by DOE under all indemnity agreements entered into by DOE under Section 170 of the Act, including this agreement, shall not exceed $500,000,000 in the aggregate for each nuclear incident, without regard to the number of persons indemnified, including the reasonable costs of investigating and settling claims and defending suits for damages, provided, however, that with respect to incidents occurring outside the United States such aggregate indemnity shall not exceed $100,000,000, including such reasonable costs.

(4) (i) DOE will enter into an indemnity agreement, in accordance with the authority provided in subsection 170d of the Act, with the Contractor, without further consideration from the Contractor, at any time when all of the following circumstances are present:

(A) The services or supplies furnished under this contract are being used in connection with any activity or situation which involves a risk of substantial nuclear incident; and

(B) There is not in effect an indemnity agreement as described in Section (3) of this clause; and

(C) DOE's authority to enter into agreement of indemnification under Section 170(d) of the Act has not expired or been so amended as to deprive DOE of authority to enter into such an agreement.

(b) In that agreement DOE will indemnify the Contractor and other persons indemnified against public liability arising out of or in connection with the contractual activity of this contract.

(c) Such agreement will be based on the then current, approved form of Section 170d indemnity agreement used in contracts between DOE and its contractors, and shall further include an obligation to indemnify the Contractor, and persons indemnified, for such public liability arising out of, or resulting from, nuclear incidents occurring between the time when the services or supplies furnished under this contract are first used in connection with any activity or situation which involves risk of a substantial nuclear incident and the time when such agreement is executed.

(d) The indemnity provided by DOE under all indemnity agreements entered into by DOE under Section 170 of the Act, including this agreement, shall not exceed $500,000,000 in the aggregate for each nuclear incident, without regard to the number of persons indemnified, including the reasonable costs of investigating and settling claims and defending suits for damages, provided, however, that with respect to incidents occurring outside the United States such aggregate indemnity shall not exceed $100,000,000, including such reasonable costs.

CLAUSE 40 RIGHTS IN TECHNICAL DATA - FACILITY

(a) Definitions.

(1) "Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. That data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

(2) "Proprietary Data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) "Unlimited Rights" means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) Allocation of rights.

(1) The Government shall have:

(i) Ownership in all technical data first produced in the performance of the contract.

(ii) The right to inspect technical data first produced or specifically used in the performance of the contract at all reasonable times (for which inspection the proper facilities shall be afforded DOE by the Contractor and its subcontractors).

(iii) The right to have all technical data first produced or specifically used in the performance of the contract delivered to the Government or otherwise disposed of by the Contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract, provided that nothing contained in this paragraph shall require the Contractor to actually deliver any technical data, the delivery of which is excused by this Rights in Technical Data clause.

(iv) Unlimited rights in technical data specifically used in the performance of this contract except technical data pertaining to items of standard commercial design; the Contractor agrees to leave a copy of such technical data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the Contracting Officer; provided, that if such data are proprietary, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) hereof - "Limited Rights in Proprietary Data".

(v) The right to remove, cancel, correct or ignore any marking not authorized by the terms of this contract on any technical data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case, DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold proprietary data subject to the provisions of this clause; and

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract provided the data requirements of this contract have been met as of the date of the private use of such data. The Contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial

data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Contracting Officer.

(3) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(c) Copyrighted material.

(1) The Contractor shall not, without prior written authorization of the Contracting Officer, establish a claim to statutory copyright in any technical data first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf a royalty-free, nonexclusive, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit and perform any such data copyrighted by the Contractor.

(2) The Contractor agrees not to include in the technical data delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) above. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the Contracting Officer to include such material in the technical data prior to its delivery.

(d) Subcontracting

(1) Unless otherwise directed by the Contracting Officer, the Contractor agrees to use in subcontracts having as a purpose the conduct of research, development or demonstration or in subcontracts for supplies, the contract clause provisions in 41 CFR 9-9.202-3(c) and 41 CFR 9-9.202-3(e)(2) in accordance with the policy and procedures at 41 CFR 9-9.202-1, 2 and 3.

(2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and rights therein, on behalf of the

Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(i) Promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Not proceed with the subcontract without the written authorization of the Contracting Officer.

(e) Limited rights in proprietary data.

Except as may be otherwise specified in this contract as technical data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license and right to use by or for the Government any proprietary data of the Contractor specifically used in the performance of this contract; provided, however, that to the extent that any proprietary data, when furnished or delivered, is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Legend" set forth below. All such proprietary data shall be marked with the following "Limited Rights Legend".

LIMITED RIGHTS LEGEND

This "proprietary data" furnished under Contract No. _____ with the United States Department of Energy (and Purchase Order No. _____, if applicable) may be duplicated and used by the Government with the express limitations that the "proprietary data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) This "proprietary data" may be disclosed for evaluation purposes under the restriction that the "proprietary data" be retained in confidence and not be further disclosed;

(b) This "proprietary data" may be disclosed to other Contractors participating in the Government's program of which the contract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "proprietary data" be retained in confidence and not be further disclosed; or

(c) This "proprietary data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "proprietary data" be retained in confidence and not be further disclosed.

This legend shall be marked on any reproduction of this data in whole or in part.

(f) Contractor Licensing (Modified)

Except as may be otherwise specified in this contract as technical data not subject to this paragraph, the Contractor agrees that upon written application by DOE, it will grant to the Government and responsible third parties, for purposes of practicing technology in the same field in which the technology was developed in the performance of research, development or demonstration work under the contract, a nonexclusive license in any technical data which are proprietary data on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality, to use any such proprietary data of the Contractor, made, developed, or acquired prior to or on the effective date of expiration or completion of this contract, which shall be incorporated in the construction, or involved in the course of utilization, of the facility by the Contractor, provided, however, the Contractor shall not be obligated to license any such proprietary data if the Contractor demonstrates to the satisfaction of the Secretary or his designee that:

(1) Such data are not essential to the manufacture or practice of hardware designed or fabricated, or processes developed under this contract;

(2) Such data, in the form of results obtained by their use, have a commercially competitive alternative available or readily introduceable from one or more other sources;

(3) Such data, in the form of results obtained by their use, are being supplied by the Contractor or its licensees in sufficient quantity and at reasonable prices to satisfy market needs, or the Contractor or its licensees have taken effective steps or within a reasonable time are expected to take effective steps to so supply such data in the form of results obtained by its use; or

(4) Such data, in the form of results obtained by their use, can be furnished by another firm skilled in the art of manufacturing items or performing processes of the same general type and character necessary to achieve the contract results.

CLAUSE 41 REPORTING OF ROYALTIES.

If this contract is in an amount which exceeds $10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the Contractor agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this contract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

CLAUSE 42 AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts).

CLAUSE 43 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish, to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to idemnify the Government.

(c) This clause shall be included in all subcontracts.

CLAUSE 44 PATENT RIGHTS

(a) Definitions.

(1) "Subject Invention" means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented under the Patent Laws of the United States of America or any foreign country.

(2) "Contract" means any contract, grant, agreement, understanding, or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.

(3) "States and domestic municipal governments" means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivision and agencies thereof.

(4) "Government agency" includes an executive department, independent commission, board, office, agency, administration, authority, Government corporation, or other Government establishment of the Executive Branch of the Government of the United States of America.

(5) "To the point of practical application" means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.

(6) "Patent Counsel" means the Department of Energy Patent Counsel assisting the procuring activity.

(b) Allocation of principal rights.

(1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Contractor under paragraphs (b)(2) and (c) of this clause.

(2) Greater rights determinations. The Contractor or the employee-inventor with authorization of the Contractor may request greater rights than the nonexclusive license and the foreign patent rights

provided in paragraph (c) of this clause on identified inventions in accordance with 41 CFR 9-9.109-6(d). Such requests must be submitted to Patent Counsel (with notification by Patent Counsel to the Contracting Officer) at the time of the first disclosure pursuant to paragraph (e)(2) of this clause, or not later than 9 months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Contractor.

(c) Minimum rights to the Contractor.

(1) The Contractor reserves a revocable, non-exclusive, paid-up license in each patent application filed in any country on a Subject Invention relating to liquid metal technology, molten salt systems, gasification and liquefaction of carbonaceous materials, production and utilization of nuclear reactor fuels, solar energy thermal storage systems, and lithium metal sulfide batteries and nondestructive testing vibration monitoring systems, and inservice and preservice inspection systems and any resulting patent in which the Government acquires title, and the Contractor may reserve upon request a revocable, nonexclusive paid-up license in any other patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. The lincese shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) Revocation limitations. The Contractor's nonexclusive license retained pursuant to paragraph (c)(1) of this clause and sublicenses granted thereunder may be revoked or modified by DOE, either in whole or in part, only to the extent necessary to achieve expeditious practical application of the Subject Invention under DOE's published licensing regulations (10 CFR 781), and only to the extent an exclusive license is actually granted. This license shall not be revoked in that field of use and/or the geographical areas in which the Contractor, or its sublicensee, has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public, or is expected to do so within a reasonable time.

(3) Revocation procedures. Before modification or revocation of the license or sublicense, pursuant to paragraph (c)(2) of this clause, DOE shall furnish the Contractor a written notice of its intention to modify or revoke the license and any sublicense thereunder, and the Contractor shall be allowed 30 days, or such longer period as may be authorized by the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Contractor, after such notice to show cause why the license or any sublicense should not be modified or revoked. The Contractor shall have the right to appeal, in accordance with 10 CFR 781, any decision concerning the modification or revocation of his license or any sublicense.

(4) Foreign patent rights. Upon written request to Patent Counsel (with notification by Patent Counsel to the Contracting Officer), and subject to DOE security regulations and requirements, there shall be reserved to the Contractor, or the employee-inventor with authorization of the Contractor, the patent rights to a Subject Invention in any foreign country where the Government has elected not to secure such rights provided:

(i) The recipient of such rights, when specifically requested by DOE and three years after issuance of a foreign patent disclosing said Subject Invention, shall furnish DOE a report setting forth:

(A) The commercial use that is being made, or is intended to be made, of said invention, and

(B) The steps taken to bring the invention to the point of practical application or to make the invention available for licensing.

(ii) The Government shall retain at least an irrevocable, non-exclusive, paid-up license to make, use, and sell the invention throughout the world by or on behalf of the Government (including any Government agency) and States and domestic municipal governments, unless the Secretary or his designee determines that it would not be in the public interest to acquire the license for the States and domestic municipal governments.

(iii) Subject to the rights granted in (c)(1), (2) and (3) of this clause, the Secretary or his designee shall have the right to terminate the foreign patent rights granted to this paragraph

(c)(4) in whole or in part unless the recipient of such rights demonstrates to the satisfaction of the Secretary or his designee that effective steps necessary to accomplish substantial utilization of the invention have been taken or within a reasonable time will be taken.

(iv) Subject to the rights granted in (c)(1), (2), and (3) of this clause, the Secretary or designee shall have the right, commencing four years after foreign patent rights are accorded under this paragraph (c)(4) to require the granting of a nonexclusive or partially exclusive license to a responsible applicant or applicants, upon terms reasonable under the circumstances and in appropriate circumstances to terminate said foreign patent rights in whole or in part, following a hearing upon notice thereof to the public, upon a petition by an interested person justifying such hearing:

(A) If the Secretary or designee determines, upon review of such material as he deems relevant, and after the recipient of such rights, or other interested person, has had the opportunity to provide such relevant and material information as the Secretary or designee may require, that such foreign patent rights have tended substantially to lessen competition or to result in undue market concentration in any section of the United States in any line of commerce to which the technology relates; or

(B) Unless the recipient of such rights demonstrates to the satisfaction of the Secretary or designee at such hearing that the recipient has taken effective steps, or within a reasonable time thereafter is expected to take such steps, necessary to accomplish substantial utilization of the invention.

(d) Filing of patent applications.

(1) With respect to each Subject Invention in which the Contractor or the inventor requests foreign patent rights in accordance with paragraph (c)(4) of this clause, a request may also be made for the right to file and prosecute the U.S. application on behalf of the U.S. Government. If such request is granted, the Contractor or inventor shall file a domestic patent application on the invention within 6 months after the request for foreign patent rights is granted, or such longer period of time as may be approved by the Patent Counsel for good cause shown in writing by the requestor. With respect to the invention, the requestor shall promptly notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) of any decision not to file an application.

(2) For each Subject Invention on which a domestic patent application is filed by the Contractor or inventor, the Contractor or inventor shall:

(i) Within 2 months after the filing or within 2 months after submission of the invention disclosure if the patent application previously has been filed, deliver to the Patent Counsel a copy of the application as filed including the filing date and serial number;

(ii) Within 6 months after filing the application or within 6 months after submitting the invention disclosure if the application has been filed previously, deliver to the Patent Counsel a duly executed and approved Assignment to the Government, on a form specified by the Government;

(iii) Provide the Patent Counsel with the original patent grant promptly after a patent is issued on the application; and

(iv) Not less than 30 days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the Patent Counsel of any decision not to continue prosecution of the application.

(3) With respect to each Subject Invention in which the Contractor or inventor has requested foreign patent rights, the Contractor or inventor shall file a patent application on the invention in each foreign country in which such request is granted in accordance with applicable statutes and regulations and within one of the following periods:

(i) Eight months from the date of filing a corresponding United States application, or if such an application is not filed, six months from the date of the request was granted;

(ii) Six months from the date a license is granted by the Commissioner of Patents and Trademarks to file the foreign patent application where such filing has been prohibited by security reasons; or

(iii) Such longer periods as may be approved by the Patent Counsel for good cause shown in writing by the Contractor or inventor.

(4) Subject to the license specified in paragraphs (c)(1), (2) and (3) of this clause, the Contractor or inventor agrees to convey to the Government, upon request, the entire right, title, and interest in

any foreign country in which the Contractor or inventor fails to have a patent application filed in accordance with paragraph (d)(3) of this clause, or decides not to continue prosecution or to pay any maintenance fees covering the invention. To avoid forfeiture of the patent application or patent, the Contractor or inventor shall, not less than 60 days before the expiration period for any action required by any Patent Office, notify the Patent Counsel of such failure or decision, and deliver to the Patent Counsel the executed instruments necessary for the conveyance specified in this paragraph.

(e) Invention identification, disclosures and reports.

(1) The Contractor shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. These procedures shall include the maintenance of laboratory notebooks or equivalent records and any other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of Subject Inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these procedures so that he may evaluate and determine their effectiveness.

(2) The Contractor shall furnish the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) on a DOE-approved form:

(i) A written report containing full and complete technical information concerning each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of or under this contract, but in any event prior to any sale, public use or public disclosure of such invention known to the Contractor. The report shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention. The report should also include any request for foreign patent rights under paragraph (c)(4) of this clause and any request to file a domestic patent application under (d)(1) of this clause. However, such requests shall be made within the period set forth in paragraph (b)(2)

of this clause. When an invention is reported under this paragraph (e)(2)(i), it shall be presumed to have been conceived or first actually reduced to practice in the course of or under the contract, unless the Contractor contends it was not so made in accordance with paragraph (g)(2)(ii) of this clause.

(ii) Upon request, but not more than annually, interim reports on a DOE-approved form listing Subject Inventions and subcontracts awarded containing a Patent Rights clause for that period and certifying that:

(A) The Contractor's procedures for identifying and disclosing Subject Inventions as required by this paragraph (e) have been followed throughout the reporting period;

(B) All Subject Inventions have been disclosed or that there are no such inventions; and

(C) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.

(iii) A final report on a DOE-approved form within three months after completion of the contract work listing all Subject Inventions and all subcontracts awarded containing a Patent Rights clause and certifying that:

(A) All Subject Inventions have been disclosed or that there were no such inventions; and

(B) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.

(3) The Contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons in its employ who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.

(4) The Contractor agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause. If the Contractor is to file a foreign patent application on a Subject Invention, the Government agrees, upon written request, to use its best efforts to withhold publication of such

invention disclosures until the expiration of the time period specified in paragraph (d)(1) of this clause, but in no event shall the Government or its employees be liable for any publication thereof.

(f) Publication.

It is recognized that during the course of the work under this contract, the Contractor or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the Contractor, patent approval for release or publication shall be secured from Patent Counsel prior to any such release or publication.

(g) Forfeiture of rights in unreported subject inventions

(1) The Contractor shall forfeit to the Government, at the request of the Head of the Agency or designee, all rights in any Subject Invention which the Contractor fails to report to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) within 6 months after the time the Contractor:

(i) Files or causes to be filed a United States or foreign patent application thereon; or

(ii) Submits the final report required by paragraph (e)(2)(iii) of this clause, whichever is later.

(2) However, the Contractor shall not forfeit rights in a Subject Invention if, within the time specified in (1)(i) or (1)(ii) of this paragraph (g), the Contractor:

(i) Prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract and delivers the same with the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

(ii) Contending that the invention is not a Subject Invention the Contractor nevertheless discloses the invention and all facts pertinent to this contention to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

(iii) Establishes that the failure to disclose did not result from the Contractor's fault or negligence.

(3) Pending written assignment of the patent applications and patents on a Subject Invention determined by the Head of the Agency or designee to be forfeited (such determination to be a final decision under the Disputes Clause of this contract), the Contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph (g) shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to Subject Inventions.

(h) Examination of records relating to inventions

(1) The Contracting Officer or authorized representative, until the expiration of 3 years after final payment under this contract, shall have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor which the Contracting Officer or authorized representative reasonably deem pertinent to the discovery or identification of Subject Inventions or to determine compliance with the requirements of this clause.

(2) The Contracting Officer or authorized representative shall have the right to examine all books (including laboratory notebooks), records and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether any such inventions are Subject Inventions, if the Contractor refuses or fails to:

(i) Establish the procedures of paragraph (e)(1) of this clause; or

(ii) Maintain and follow such procedures; or

(iii) Correct or eliminate any material deficiency in the procedures within thirty days after the Contracting Officer notifies the Contractor of such a deficiency.

(i) Withholding of payment (Not applicable to subcontracts).

(1) Any time before final payment of the amount of this contract, the Contracting Officer may, if he deems such action warranted, withhold payment until a reserve not exceeding $50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if in his opinion the Contractor fails to:

(i) Establish, maintain and follow effective procedures for identifying and disclosing Subject Inventions pursuant to paragraph (e)(1) of this clause; or

(ii) Disclose any Subject Invention pursuant to paragraph (e)(2)(i) of this clause; or

(iii) Deliver the interim reports pursuant to paragraph (e)(2)(ii) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (j)(5) of this clause; or

(v) Convey to the Government on a DOE-approved form the title and/or rights of the Government in each Subject Invention as required by this clause.

(2) The reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made by the Contracting Officer before the Contractor delivers to Patent Counsel all disclosures of Subject Inventions and other information required by (e)(2)(i) of this clause, the final report required by (e)(2)(iii) of this clause, and Patent Counsel has issued a patent clearance certification to the Contracting Officer.

(4) The Contracting Officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the Contractor is a nonprofit organization, the maximum amount that may be withheld under this paragraph shall not exceed $50,000 or 1 percent of the amount of this contract, whichever is less. No amount shall be withheld under this paragraph while the amount specified in this paragraph is being withheld under other provisions of the contract. The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the Government under this contract.

(j) Subcontracts.

(1) For the purpose of this paragraph the term "Contractor" means the party awarding a subcontract and the term "Subcontractor" means the party being awarded a subcontract, regardless of tier.

(2) Unless otherwise authorized or directed by the Contracting Officer, the Contractor will include the clause ("Patent Rights - Small Business Firms or Nonprofit Organizations"), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work to be performed in the United States by a small business firm or a nonprofit organization. In all other subcontracts regardless of tier, for experimental, developmental, demonstration, or research work, the Contractor will include the Patent Rights clause of 41 C.F.R. Section 9-9.107-5(a) or 41 C.F.R. Section 9-9.107-6 as appropriate, modified to identify the parties. In the event of a refusal by a subcontractor to accept this clause, or if in the opinion of the Contractor this clause is inconsistent with DOE's patent policies, the Contractor:

(i) Shall promptly submit written notice to the Contracting Officer setting forth reasons for the Subcontractor refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(3) Except as may be otherwise provided in this clause, the Contractor shall not, in any subcontract or by using a subcontract as consideration therefor, acquire any rights in its subcontractor's Subject Invention for the Contractor's own use (as distinguished from such rights as may be required solely to fulfill the Contractor's contract obligations to the Government in the performance of this contract).

(4) All invention disclosures, reports, instruments, and other information required to be furnished by the Subcontractor to DOE, under the provisions of a Patent Rights clause in any subcontract hereunder may, in the discretion of the Contracting Officer, be furnished to the Contractor for transmission to DOE.

(5) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the Subcontractor, the work to be performed under the subcontract, and the dates of award, and estimated completion. Upon the request of the Contracting Officer, the Contractor shall furnish him a copy of the subcontract.

(6) The Contractor shall identify all Subject Inventions of the Subcontractor of which it acquires knowledge in the performance of this contract and shall notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) promptly upon the identification of the inventions.

(7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in Subject Inventions, and the Contractor hereby assigns to the Government all rights that the Contractor would have to enforce the Subcontractor's obligations for the benefit of the Government with respect to Subject Inventions. The Contractor shall not be obligated to enforce the agreements of any Subcontractor hereunder relating to the obligations of the Subcontractor to the Government regarding Subject Inventions.

(k) Background Patents.

(1) "Background Patent" means a domestic patent covering an invention or discovery which is not a Subject Invention and which is owned or controlled by the Contractor at any time through the completion of this contract:

(i) Which the Contractor, but not the Government, has the right to license to others without obligation to pay royalties thereon; and

(ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

(2) The Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive, license under any Background Patent for purposes of practicing technology in the same field in which the technology was developed in the performance of research, development, or demonstration work under the contract by or for the Government in research, development, and demonstration work only.

(3) The Contractor also agrees that upon written application by the DOE, it will grant to responsible parties for purposes of practicing technology in the same field in which the technology was developed in the performance of research, development or demonstration work under the contract nonexclusive licenses under any

Background Patent on terms that are reasonable under the circumstances. If, however, the Contractor believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to DOE for DOE approval of such licensing by the Contractor.

(4) Notwithstanding the foregoing paragraph (k)(3), the Contractor shall not be obligated to license any Background Patent if the Contractor demonstrates to the satisfaction of the Head of the Agency or designee that:

(i) A competitive alternative to the subject matter covered by said Background Patent is commercially available or readily introducible from one or more other sources; or

(ii) The Contractor or its licensees are supplying the subject matter covered by said Background Patent in sufficient quantity and at reasonable prices to satisfy market needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(l) Atomic Energy.

(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Except as otherwise authorized in writing by the Contracting Officer, the Contractor will obtain patent agreements to effectuate the provisions of paragraph (l)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(m) Limitation of rights.

Nothing contained in this patent rights clause shall be deemed to give the Government any rights with respect to any invention other than a subject invention except as set forth in the Patent Rights clause of this contract with respect to background patents and the facilities license.

(n) Facilities License.

In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the

course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor, which are owned or controlled by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or to have practices by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

CLAUSE 45 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the Contractor until disposal is authorized by DOE or at the option of the Contractor delivered to DOE upon completion or termination of the contract. If the Contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

CLAUSE 46 STANDARDS OF WORK

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

CLAUSE 47 INSPECTION

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

CLAUSE 48 EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in

accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to be in default, unless (a) the supplies or services to be furnished by the subcontractor were obtainable from other sources, (b) the Contracting Officer shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (c) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Government under the clause hereof entitled "Termination for Default or for Convenience of the Government." (As used in this Article, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.)

CLAUSE 49 PRINTING

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or not more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2 by 11 inches, one side only, one color.

(a) The term "printing" includes the following processes: composition, platemaking, presswork, binding, microform publishing, or the end items produced by such processes.

(b) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(c) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (c).

CLAUSE 50 FEDERAL REPORTS ACT

(a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Federal Reports Act shall apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

(b) The Contractor shall request the required OMB clearance from the Contracting Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the Contracting Officer. The Contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the Contractor will be considered in accordance with the clause entitled "Excusable Delays", if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the Contracting Officer.

CLAUSE 51 STOP WORK ORDER

(a) The Contracting Officer may at any time, by written order to the Contractor require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop work order, or

(2) Terminate the work covered by such order as provided in the "Termination for Default or for Convenience of the Government" clause of this contract.

(b) If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, (if any), or a combination thereof, and in any other provisions of the contract that may be affected, and the contract shall be modified in writing accordingly, if:

(i) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract, and

(ii) The Contractor asserts a claim for such adjustments within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

(c) If a stop work order is not cancelled and the work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowed by equitable adjustment or otherwise.

CLAUSE 52 COST AND SCHEDULE CONTROL SYSTEMS

(a) In the performance of this contract, the Contractor shall establish, maintain, and use cost and schedule control systems (management control systems) meeting the criteria set forth in the contract and as described in detail in DOE/CR-0015. "Cost and Schedule Control Systems Criteria for Contract Performance Measurement--Implementation Guide", annexed hereto and hereinafter referred to as the "Guide". Prior to acceptance by the Contracting Officer and with 90 calendar days after contract award, the Contractor shall be prepared to demonstrate systems operation to the Government to verify that the proposed systems meet the designated criteria. As a part of the review procedures, the Contractor shall furnish the Government a description of the cost and schedule control systems applicable to this contract in such form and detail as indicated by the Guide, or as required by the Contracting Officer. The Contractor agrees to provide access to all pertinent records, data, and plans as requested by representatives of the Government for the conduct of systems review.

(b) The description of the management control systems accepted by the Contracting Officer, identified by title and date, shall be referenced in the contract. Such systems shall be maintained and used by the Contractor in the performance of this contract.

(c) Contractor changes to the reviewed systems shall be submitted for review and approval as required by the Contracting Officer. When Contracting Officer approval is required, the Contracting Officer shall advise the Contractor of the acceptability of such changes within sixty (60) days after receipt from the Contractor. When systems existing at the time of contract award do not comply with the designated criteria, adjustments necessary to assure compliance will be made at no change in contract price or fee.

(d) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer, or duly authorized representative, for the purpose of permitting Government surveillance to insure continuing application of the accepted systems to this contract. Deviation from the systems description identified during contract performance shall be corrected as directed by the Contracting Officer.

(e) The Contractor shall require that each selected subcontractor, as mutually agreed to between the Government and the Contractor and as set forth in the schedule of this contract, meet the criteria for cost and schedule control systems as set forth in subcontract and shall incorporate in all such subcontracts adequate provisions for review and surveillance of subcontractor's systems to be carried out by the prime contractor, or by the Government when requested by either the prime or subcontractor.

CLAUSE 53 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR

(a) For purposes of this clause, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, form, corporation or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or a significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" shall mean the DOE Contracting Officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The Contractor shall immediately provide the Contracting Officer written notice of any changes in the extent and nature of FOCI over the Contractor which would affect the answers to the questions presented in 41 CFR 9-1.5203(e). Further, notices of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(e) In those cases where a contractor has changes involving FOCI, the DOE shall determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Contracting Officer shall consider proposals made by the Contractor to avoid or mitigate foreign influences.

(f) If the Contracting Officer at any time determines that the Contractor is, or is potentially, subject to FOCI, the Contractor shall comply with such instruction as the Contracting Officer shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.

(g) The Contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information or a significant quantity of special nuclear material. Additionally, the Contractor shall required such subcontractors to submit a completed certification required in 41 CFR 9-1.5203(c) prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer.

(h) Information submitted by the Contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(i) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.

(j) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause, e.g. provide the information required by this clause, comply with the Contracting Officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the Contracting Officer's judgment, the Contractor creates an FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

CLAUSE 54 SUBCONTRACTOR COST OR PRICING DATA

(a) The following clause shall be inserted in all subcontracts under the prime contracts referred to in DOE-PR Section 9-3.807-3 where such subcontracts are over $100,000 and in all modifications over $100,000, to such subcontracts, even though the original amount of the subcontract is $100,000 or less:

CERTIFIED COST OR PRICING DATA

(1) The subcontractor shall require under the situations described in (2) below, unless exempted under the exceptions set forth in (3) below, each sub-subcontractor under this subcontract to submit cost or pricing data and to certify that, to the best of his knowledge and belief, such cost or pricing data are accurate, complete and current.

(2) Except as provided in (3) below, certified cost or pricing data shall be submitted prior to (i) the award of each sub-subcontract, the price of which is expected to exceed $100,000, and (ii) the negotiation of the price of each change or modification to a sub-subcontract under this subcontract for which the price adjustment is expected to exceed $100,000.

(3) Certified cost or pricing data need not be furnished pursuant to this paragraph (a) where (i) the subcontractor has not been required to furnish cost or pricing data; or (ii) the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or the prices are set by law or regulation; and the subcontractor states in writing the basis for applying this exception.

(4) In submitting the cost or pricing data, the sub-subcontractor shall use the form of certificate set forth in paragraph (b) below and shall certify that the data are accurate, complete, and current. Such certificate and data (actual or identified, as provided in the certificate prescribed below) shall be submitted by sub-subcontractors to the next higher-tier sub-subcontractor or the subcontractor, as applicable, for retention.

(b) The certificates required by this clause shall be in the form set forth below.

SUBCONTRACTORS CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to verify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impracticable (see FPR 1-3.807-3(h)(2), to the Contractor in support of _____ are accurate, complete, and current as of _____.

Firm_____

Name_____

Title_____

(c) For purposes of verifying that certified cost or pricing data submitted in conjunction with the negotiation of this subcontract or any subcontract change or other modification involving an amount in excess $100,000 were accurate, complete, and current, DOE, shall, until the expiration of 3 years from the date of final payment under this subcontract, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this subcontract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computation and protections used therein.

(d) If the original price of this subcontract exceeds $100,000, or the price of any change or other modification to this subcontract is expected to exceed $100,000, the subcontractor agrees to furnish the Contractor certified cost or pricing data, using the certificate set forth in paragraph (g) above, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or reguation.

(e) The requirement for submission of certified cost or pricing data with respect to any change or other modification does not apply to any sub-subcontract change or other modification, at any tier, where the subcontract is firm fixed-price or fixed-price with escalation unless such

CLAUSE 55 WORKMANSHIP AND MATERIALS

(a) Grade of workmanship and materials. Unless otherwise directed by the Contracting Officer or expressly provided for by specifications issued under this contract:

(1) All workmanship shall be first class; and

(2) All articles, equipment and materials incorporated in the work are to be:

(i) New and of the most suitable grade of their respective kinds for the purpose;

(ii) In accordance with any applicable drawings and specifications; and

(iii) Installed to the satisfaction and with the approval of the Contracting Officer.

Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Contracting Officer shall decide the question of equality.

(b) Samples and test results. If the Contracting Officer so requires, the Contractor shall submit for approval samples of or test results on any materials proposed to be incorporated in the work before making any commitment for the purchase of such materials.

CLAUSE 56 FOREIGN TRAVEL

(a) Foreign travel, when charged directly, shall be subject to the prior approval of the Contracting Officer for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.

(b) Requests for approval shall be submitted at least 45 days prior to the planned departure date, be on a Request for Approval of Foreign Travel form, and when applicable, include a notification of proposed soviet-bloc travel.

CLAUSE 57 OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit its own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A103 | 8-27-84 | N/A | |

6. ISSUED BY CODE
U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED

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

Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304
ATTN: L. W. Wheeler, Director,
Contract Administration

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

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)

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

| (If) | |
|---|---|
| | 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 | Public Law 95-91 and other applicable law |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Attachment "A"

CONFORMED

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) |
|---|---|
| L. W. Wheeler, Director<br>Contracts and Pricing | Kathleen M. Day<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 9/13/84 | BY Kathleen M Day (Signature of Contracting Officer) | 8/31/84 |

ATTACHMENT "A"
MODIFICATION NO. A103
CONTRACT NO. DE-AC03-76SF00700

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four Hundred Sixty Four Million, One Hundred Fifty Three Thousand, Nine Hundred Thirteen Dollars and Seventy One Cents ($464,153,913.71). ~~Of this amount, a total of $324,118,149.71 is available for operating expense, $27,155,766 for the purchase of capital equipment, $89,954,740 for General Plant Projects, and $22,925,264 for Fee.~~ Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special receipt account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

$324,644,592.71

$89,428,291

which includes $251,464 for FY1985 Provisional Fee.

SUPPORTING DATA SHEET
MODIFICATION NO. A103
CONTRACT NO. DE-AC03-76SF00700

| | OPERATING | COST EQUIPMENT | PLANT | FEE | TOTAL |
|---|---|---|---|---|---|
| Oblig. thru A102 | $319,945,707.96 | $27,155,766 | $89,955,060 | $21,813,119.75 | $458,869,653.71 |
| Oblig. this Mod. A103 | 4,172,435.75 | - 0 - | ( 320) | 1,112,144.25 | 5,284,260.00 |
| Total | $324,118,143.71 | $27,155,766 | $89,954,740 | $22,925,264.00 | $464,153,913.71 |

The attached worksheet provides the specific breakdown by B & R numbers, a copy of which will be provided to the Contractor.

This modification, provides additional FY84 funding as specified by FM/SAN. ~~In addition, $1,112,144.25 is deobligated from cost (SL042) and obligated to fee.~~ This fully obligates the estimated FY 84 fee of $2,475,000 (Includes Base Fee and Award Fee).

The obligations for FY84 include 650 provided in September FY83 in the amount of $5,500,000.

Of the funds obligated by this action, $3,392,990 (SL042) is the 650 for FY85 and will be included in the estimated total cost for FY85.

This modification adds to Article IV (a), a breakdown of the obligations by operating, capital equipment, plant, and fee.

This action is in the best interest of the Government, and approval is recommended.

Joan Macrusky
Contract Specialist

Concur:

_____
Contracting Officer

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A104 | 9-24-84 | | |

6. ISSUED BY CODE
U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED

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

Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304
ATTN: L. W. Wheeler, Director
Contract Administration

| CODE | FACILITY CODE |
|---|---|
| | |

| (X) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | |
| | 9B. DATED (SEE ITEM 11) |
| | |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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)

## 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). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Public Law 95-91 and other applicable law |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Attachment "A"

CONFORMED

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) |
|---|---|
| L. W. Wheeler, Director<br>Contracts and Pricing | Earl Schalin, Acting Chief<br>Pricing and Administration Br. |
| 15B. CONTRACTOR/OFFEROR<br>L W Wheeler<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>9/24/84 |
| 16B. UNITED STATES OF AMERICA<br>BY Earl Schalin<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>9/25/84 |

ATTACHMENT "A"
MODIFICATION NO. A 104
CONTRACT NO. DE-AC03-76SF00700

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four Hundred Sixty Seven Million, Six Hundred Eighty Six Thousand, Seven Hundred Ninety Nine Dollars and Eighty Nine Cents ($467,686,799.89, which includes $251,464 for FY 1985 Provisional Fee). Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special receipt account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A105 | 11-5-84 | N/A | |

6. ISSUED BY CODE MAC

U.S. DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE
1333 BROADWAY
OAKLAND, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED

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

Rockwell International Coraporation
P.O. Box 309
Canoga Park, California 91304
ATTN: L. W. Wheeler, Director
Contract Administration

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10-1-83

## 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)

## 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 PUBLIC LAW 95-91 AND OTHER APPLICABLE LAW

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE ATTACHMENT "A"

CONFORMED

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) |
|---|---|
| Richard A. Johnson, Manager<br>Contracts and Proposals, Energy Programs | Susan R. Brechbill<br>Director, Contracts Mgmt Div. |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| Richard A. Johnson<br>(Signature of person authorized to sign) | 11/12/84 | BY Susan R Brechbill<br>(Signature of Contracting Officer) | 11/5/84 |

MODIFICATION NO. A105
CONTRACT NO. DE-AC03-76SF00700

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four Hundred Eighty Four Million, Seventy Seven Thousand, One Hundred Eighty Nine Dollars and Eight Nine Cents ($484,077,189.89), which includes $986,688 for FY 1985 Provisional Fee. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or no by formal modification of the Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special receipt account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A106 | 11-28-84 | | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, California 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED

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

Rockwell International Corporation
Post Office Box 309
Canoga Park, California 91304
Attn: L. W. Wheeler, Director
Contract Administration

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/1-83 |

## 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)

## 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: Public Law 95-91 and Other Applicable Law |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE ATTACHEMNT "A"

CONFORMED

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) |
|---|---|
| Richard A. Johnson, Manager Contracts & Proposals | Joan Macrusky |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| Richard A. Johnson (Signature of person authorized to sign) | | BY Joan Macrusky (Signature of Contracting Officer) | 12-11-84 |

ATTACHMENT "A"
MODIFICATION NO. A106
CONTRACT NO. DE-AC03-76SF00700

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four Hundred Eighty Four Million, Thirty Thousand, Six Hundred Sixty Nine Dollars and Eighty Nine Cents ($484,030,669.89), which includes $964,362 for FY 1985 Provisional Fee. Such amount may be increased unilaterially by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A017 A107* | | | |

6. ISSUED BY CODE

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED COPY

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

Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

Attn: L. W. Wheeler, Director
Contract Administration

CONFORMED COPY

CODE FACILITY CODE

( ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

(X) DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)

10-1-83

## 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)

## 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:
Public Law 95-91 and other applicable Law

( ) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, (X) 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 Attachment "A"

CONFORMED COPY

* With Concurrence of J. Macrusky - 4/24/85

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) |
|---|---|
| T. Hoffman, Manager<br>Contracts and Proposals | Joan Macrusky |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| T. Hoffman<br>(Signature of person authorized to sign) | 4/25/85 | BY Joan Macrusky<br>(Signature of Contracting Officer) | 4-12-85 |

Attachment "A"
Modification No. A107
Contract No. DE-AC03-76SF00700

This Contract is modified in the following particulars:

1. ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE is revised to read as follows:

"ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE

The estimated cost of this contract for the period October 1, 1984 through September 30, 1985 is $34,910,000. A base fee of $487,442 is payable in accordance with the Article entitled "Payment of Base and Award Fee." In addition, a maximum Award Fee of $1,810,497 is available for payment in accordance with the Article entitled "Payment of Base and Award Fee."

2. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four Hundred Eighty Five Million, Six Hundred Forty Three Thousand, Eight Hundred Thirty Nine Dollars and Eighty Nine Cents ($485,643,839.89). Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

3. ARTICLE VIII (a) - DISTRIBUTION OF AWARD FEE is revised to read as follows:

"ARTICLE VII - DISTRIBUTION OF AWARD FEE

(a) "The total amount of award fee available under this contract for each fiscal year is distributed among 100 award fee points, as delineated in the Award Fee Plan. These award fee points are assigned to the following evaluation periods in the following manner:

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1984 - January 31, 1985 | 34.00 |
| February 1, 1985 - May 31, 1985 | 24.25 |
| June 1, 1985 - September 30, 1985 | 41.75 |

FY 1985 available award fee - $1,810,497; each award fee point = $18,104.

ETEC
Obligation Data Sheet
Modification A107
Contract No. DE-AC03-76SF00700

| | Costs | | | Fee | Total |
|---|---|---|---|---|---|
| | Operating | Equipment | Plant | | |
| Thru Mod. A106 | 341,872,631.61 | 27,355,766 | 91,131,385.28 | 23,670,887 | 484,030,669.89 |
| Thru Mod. A107 | 446,640.00 | -- | -- | 1,166,530 | 1,613,170.00 |
| | 342,319,271.61 | 27,335,766 | 91,131,385.28 | 24,837,417 | 485,643,839.89 |

Detail of Modification
A107 Obligations

| B&R | Program | Cost | Fee | Total |
|---|---|---|---|---|
| 400403 | 16899 | $ 10,000 | - | $ 10,000 |
| EA04 | 16887 | (425,000) | - | (425,000) |
| AM152510 | 16897 | (754,558) | - | (754,558) |
| AM152510 | 16916 | 754,558 | - | 754,558 |
| EF0104 | 16891A | 127,470 | - | 127,470 |
| 40100106 | 16908 (B3050-5) | 300,000 | - | 300,000 |
| AM100505 | 16912 | (5,000) | - | (5,000) |
| AM1050 | 16907 | 5,000 | - | 5,000 |
| WB | 16889B | (2,000) | - | (2,000) |
| 40100102 | B3077-5 | 50,000 | - | 50,000 |
| CC1010 | 16866 | 400,000 | - | 400,000 |
| 40100102 | B-3077-5 | 270,000 | - | 270,000 |
| EB21 | 16890 | 77,000 | - | 77,000 |
| AF1540302 | SL042 | 837,000 | - | 837,000 |
| AM152510 | 16916 | (41,300) | - | (41,300) |
| AM1050 | 16910 | 10,000 | - | 10,000 |
| *AF1540302 | SL042 | (1,166,530) | 1,166,530 | 1,166,530 |

*This represents the balance of fee available for FY85 and was derived as follows:

FY85 Negotiated Fee

| | |
|---|---|
| $ 487,442 | Base Fee |
| 1,810,497 | Maximum Award Fee |
| $2,297,937 | Total Fee Negotiated for FY85 |

FY84 Actual Fee Earned

| | | |
|---|---|---|
| 1st Trimester | - $ 573,105 | |
| 2nd Trimester | - 508,706 | |
| 3rd Trimester | - 701,142 | |
| Total | - $1,782,953 | |

$1,950,000 Available FY84
- 1,782,953
$ 167,047 FY84 Unearned Fee

| | |
|---|---|
| $ 167,047 | Carry over fee from FY84 |
| 964,362 | FY85 Provisional Fee |
| $1,131,409 | fee currently obligated |

| | | |
|---|---|---|
| $2,297,939 | = | Maximum fee for FY85 |
| - 1,131,409 | = | Fee currently obligated |
| $1,166,530 | = | Additional fee obligations needed for FY85 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A108 | 6-28-85 | N/A | |

6. ISSUED BY CODE BBM

U[illegible] Department of Energy
[illegible]ancisco Operations Office
1[illegible] Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

CONFORMED

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

Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304
ATTN: L. W. Wheeler, Director
Contract Administration

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10-1-83 |

## 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)*

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X PUBLIC LAW 95-91 AND OTHER APPLICABLE LAW

☐ D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE ATTACHMENT "A"

CONFORMED

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)* |
|---|---|
| G. T. Hoffman, Manager<br>ontracts and Proposals | Robert S. Todaro |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | 7/16/85 | BY *(Signature of Contracting Officer)* | 7-1-85 |

MODIFICATION NO. A108
CONTRACT NO. DE-AC03-SF00700

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four Hundred Eighty Four Million, Nine Hundred Seventy-Three Thousand, Three Hundred Thirty Nine Dollars and Eighty Nine Cents ($484,973,339.89). Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of the Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract * Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special receipt account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

* ARE NOT INCLUDED IN THE AMOUNT OBLIGATED WITH RESPECT TO THIS CONTRACT. (PER AGREEMENT BETWEEN DOE'S R. TOOARO AND ROCKWELL'S C. McCLAIN - 7/15/85)

ENERGY TECHNOLOGY ENGINEERING CENTER

DE-AC03-76SF00700, MOD A108

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| 4A | AF1540106 | 16917 | $ 40,000 |
| YA | AM152510 | 16916 | (30,000) |
| CA | EA04 | 16887 | (190,000) |
| YA | EB21 | 16890 | 25,000 |
| YA | EB26 | 16845 | (563,500) |
| YA | EB28 | 19890D | 38,000 |
| 3Y | 40100104 | A0701 | 10,000 |
| | | TOTAL MOD A108 | $(670,500) |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A109 | 9/17/85 | N/A | |

6. ISSUED BY CODE SF94

Department of Energy
Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

CONFORMED

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

Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304
Attn: L. W. Wheeler, Director
Contract Administration

CODE FACILITY CODE

| | |
|---|---|
| (W) | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10-1-83 |

## 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)*

## 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: |
| X | PUBLIC LAW 95-91 AND OTHER APPLICABLE LAW |
| | D. OTHER *(Specify type of modification and authority)* |

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 ATTACHMENT "A"

CONFORMED

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)* |
|---|---|
| G. T. Hoffman, Manager<br>Contracts and Proposals | Robert S. Todaro |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| G T Hoffman<br>*(Signature of person authorized to sign)* | Sept 9, 85 | BY Robert S. Todaro<br>*(Signature of Contracting Officer)* | 9-17-85 |

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four hundred eighty nine million, four hundred fifty three thousand, nine hundred and seven dollars and eighty nine cents ($489,453,907.89). Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

Note: See Contract Data Sheet for Budget Breakout.

ENERGY TECHNOLOGY ENGINEERING CENTER

DE-AC03-76SF00700, MOD A109

CONTRACT DATE SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| CA | EA04 | 16890C | $ 105,000 |
| CA | EA04 | 16887 | (105,000) |
| FX | CC1010 | 16866 | 150,000 |
| HA | EF0104 | 16891A | 127,470 |
| YA | AF1540302 | SL042 | 3,041,098 |
| YB | 39WB | 85-A604 | 1,000,000 |
| 3Y | 40100106 | 16908/B3050-5 | 70,000 |
| 3Y | 40100106 | 16919/B3052 | 92,000 |
| | | TOTAL MOD A109 | $4,480,568 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A110 | 9/25/85 | N/A | PAO |

6. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

CONFORMED COPY

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

Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304
Attn: L. W. Wheeler, Director
Contract Administration

CODE — FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10-1-83

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)

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: PUBLIC LAW 95-91 AND OTHER APPLICABLE LAW

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE ATTACHMENT "A"

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) |
|---|---|
| J. T. Hoffman, Manager<br>Contracts and Proposals | Robert S. Todaro |
| 15B. CONTRACTOR/OFFEROR<br>J. T. Hoffman<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>9/24/85 |
| 16B. UNITED STATES OF AMERICA<br>BY Robert S. Todaro<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>9-19-85 |

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four hundred eighty nine million, eight hundred fifty eight thousand, four hundred and six dollars and eighty nine cents ~~($489,858,406.89)~~*. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

Note: See Contract Data Sheet for Budget Breakout.

* $489,858,406.89 - Per Betty Anne Moore 9/24/85

ENERGY TECHNOLOGY ENGINEERING CENTER

DE-AC03-76SF00700, MOD A110

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| HA | EF0104 | 16891 | $ 122,500 |
| SA | WB | 16889C | 14,999 |
| YA | AM152510 | 16916 | 96,000 |
| YB | 39AF15 | 85-N600 | (79,000) |
| YB | 39WB | 82-A601(560) | 25,000 |
| 3Y | 40100102 | 16868/B-3077-5 | 220,000 |
| 3Y | 40100104 | 16918/A0701 | 10,000 |
| 3T | 400403 | 16899/N68305 85WR50205 | 5,000 |
| | | TOTAL MOD A110 | $ 414,499 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A111 | 9/25/85 | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

CONFORMED

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

Rockwell International Corporation
P. O. Box 309
Canoga Park, CA 91304
Attn: L. W. Wheeler, Director
Contract Administration

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 10-1-83

## 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)*

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X PUBLIC LAW 95-91 AND OTHER APPLICABLE LAW

☐ D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE ATTACHMENT "A"

CONFORMED

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)* |
|---|---|
| G. T. Hoffman, Manager<br>Contracts and Proposals | Robert S. Todaro |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| G. T. Hoffman<br>*(Signature of person authorized to sign)* | Sept 26, '85 | BY Robert S. Todaro<br>*(Signature of Contracting Officer)* | 9-24-85 |

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is deleted in its entirety and replaced with a new subparagraph (a) as follows:

"ARTICLE IV - OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is Four hundred ninety one million, two hundred five thousand, five hundred and ninety one dollars and eighty nine cents ($491,205,591.89). Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated revenues and receipts from others for work and services to be performed under this Contract are not included in the amount obligated with respect to this Contract. Such revenues and receipts, to the extent actually received by the Contractor, shall be deposited directly to the Treasury in a special account and not used for the payment of allowable costs. Nothing in this paragraph (a) is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract."

Note: See Contract Data Sheet for Budget Breakout.

ENERGY TECHNOLOGY ENGINEERING CENTER

DE-AC03-76SF00700, MOD A111

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| CA | EA04 | 16887 | $ 988,937 |
| YA | AF1540302 | SL042 | 6,512 |
| YA | EB23 | 16890E | 75,000 |
| 3Y | 400480 | 16911/79-85BP24411 | 266,736 |
| YA | AF154006 | | 300,000 |
| YA | AF1540101 | | 600,000 |
| YA | AF1540106 | | 600,000 |
| YA | AF1540302 | SL042 | (1,500,000) |
| | | TOTAL MOD A111 | $1,337,185 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A112 | December 2, 1985 | N/A | |

6. ISSUED BY CODE
U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

CONFORMED COPY

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

Rockwell International Corporation
P.O. Box 309
Canoga Park, CA 91304

Attn: L. W. Wheeler, Director
Contract Administration

CODE FACILITY CODE

| (V) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10-1-83 |

## 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)*

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

| (V) | |
|---|---|
| | 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: Public Law 95-91 and other applicable law |
| | D. OTHER *(Specify type of modification and authority)* |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Attachment "A"

CONFORMED COPY

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)* |
|---|---|
| Richard Schwartz<br>President | Earl Schalin |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA<br>BY Earl Schalin<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>Dec. 2, 1985 |

1. Article IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is amended as follows:

So much of this article that reads "Four hundred ninety one million, two hundred five thousand, five hundred ninety one dollars and eighty nine cents ($491,205,591.89)" is changed to read as follows:

"$491,205,591.89 Amount Obligated through Modification No. A111
11,681,911.00 Amount Increased by this Modification No. A112
$502,887,502.89 Amount Obligated through Modification No. A112"

ENERGY TECHNOLOGY ENGINEERING CENTER

DE-AC03-76SF00700, MOD A112

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| 3Y | 401001040 | 16887/A0701 (16918 JCB) | $ 7,000 |
| SA | WN0219030 | 16905 | 49,911 |
| YA | AM1525100 | 16897 | 50,000 |
| YA | AM1525100 | 16916 | (50,000) |
| YA | AF2130100 | 16922 | (100,000) |
| YA | AF2130200 | 16923 | 300,000 |
| YA | AF2130400 | 16925 | 2,000,000 |
| YA | AF3030000 | 16920 | 1,500,000 |
| YA | AF3060000 | 16921 | 6,900,000 |
| YB | 35AF30600 | 99ZZ | 300,000 |
| YB | 39AF30600 | GPN102 | 725,000 |
| | | TOTAL MOD A112 | $11,681,911 |

Fee to be out of these funds

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 5 |

| AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A113 | See Block 16C | | |

| ISSUED BY | CODE | 7. ADMINISTERED BY *(If other than Item 6)* | CODE |
|---|---|---|---|
| | | | |

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

**CONFORMED COPY**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: L. W. Wheeler, Senior Financial Executive

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 10-1-83

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.

ACCOUNTING AND APPROPRIATION DATA *(If required)*

## 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Public Law 95-91 and other applicable Law

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.

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

See Attachment "A"

**CONFORMED COPY**

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)* | |
|---|---|---|---|
| J. Feiler, Vice President & Controller<br>Rocketdyne Division<br>Rockwell International Corporation | | Earl Schalin | |
| 15B. CONTRACTOR/OFFEROR<br>D. W. Daly<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED<br>2/20/86 | 16B. UNITED STATES OF AMERICA<br>BY Earl Schalin<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>2/21/86 |

This Contract is modified in the following particulars:

1. ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE is revised to read as follows:

"ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE

The estimated cost of this contract for the period October 1, 1985 through September 30, 1986 is $21,620,000. A base fee of $355,250 is payable in accordance with the Article entitled "Payment of Base and Award Fee." In addition, a maximum Award Fee of $1,319,500 is available for payment in accordance with the Article entitled "Payment of Base and Award Fee."

2. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is revised to read as follows:

So much of this Article IV as reads that $502,887,502.89 is the amount presently obligated under this contract, through Modification No. A112, is changed to read as follows:

| | |
|---|---|
| "$502,887,502.89 | Amount obligated through Modification No. A112 |
| 307,422.24 | Amount increased by this Modification No. A113 |
| $503,194,925.13 | Amount obligated through Modification No. A113." |

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1985 - January 31, 1986 | 31.50 |
| February 1, 1986 - May 31, 1986 | 32.25 |
| June 1, 1986 - September 30, 1986 | 36.25 |

FY 1986 available award fee - $1,319,500 each award fee point = $13,195.

APPENDIX C

1. The following is added to the end of Paragraph B of Appendix C:

"B. For total estimated budgets between $19,000,000 and $27,000,000 for a fiscal year Nominal, Base and Maximum Adward Fees shall be as follows:

| Total Estimated Budget (Cost and Fee) | Nominal Fee | Base Fee | Maximum Award Fee |
|---|---|---|---|
| $19,000,000 | $ 865,000 | $302,750 | $1,124,500 |
| 20,000,000 | 902,500 | 315,875 | 1,173,250 |
| 21,000,000 | 940,000 | 329,000 | 1,222,000 |
| 22,000,000 | 977,500 | 342,125 | 1,270,750 |
| 23,000,000 | 1,015,000 | 355,250 | 1,319,500 |
| 24,000,000 | 1,052,500 | 368,375 | 1,368,250 |
| 25,000,000 | 1,090,000 | 381,500 | 1,417,000 |
| 26,000,000 | 1,127,500 | 394,625 | 1,465,750 |
| 27,000,000 | 1,165,000 | 407,750 | 1,514,500 |

Straight line interpolation shall be used to determine fees for Total Estimated Budgets between listed Total Estimated Budget values. Should the annual budget be less than $19,000,000, more than $27,000,000, between $27,000,000 and $35,000,000 or more than $45,000,000 the fee will be negotiated in accordance with the then applicable DOE fee policy."

2. The Fee Base Category and Percent applicable to FY-86 is added to Paragraph F of Appendix C immediately following the percentages currently listed in this paragraph as follows:

"Fiscal Year 1986

| Fee Base Category | Percent |
|---|---|
| Operating R&D | 76 |
| Architect/Engineer Services | 7 |
| Construction Management | 1 |
| Construction Subcontracting | 6 |
| Fee Base Exclusions | 10 |
| | 100" |

Appendix D Key Personnel is deleted in its entirety and replaced with the following:

"APPENDIX D

KEY PERSONNEL

The following individuals are identified as key personnel under Clause 13 of the contract:

L. J. Auge
W. S. De Bear
F. W. Poucher
M. J. Tessier
H. C. Wieseneck
D. J. Zweng"

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A113

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT | FEE | TOTAL |
|---|---|---|---|---|---|
| 3T | 400403 | 16926/86-147 | $ 21,000 | $ | $ 21,000 |
| 3Y | 401001040 | 16887/A0701 | (7,000) | | (7,000) |
| 3Y | 401001040 | 16918/A0701 | 7,000 | | 7,000 |
| 3Y | 401001060 | 16908/B3050-6 | 200,000 | | 200,000 |
| 3Y | 401001020 | 16868/B3077-6 | 110,000 | | 110,000 |
| FX | CC1010000 | 16866 | 200,000 | | 200,000 |
| YA | AF2130100 | 16922 | (16,000) | | (16,000) |
| YA | AF2130200 | 16923 | (30,000) | | (30,000) |
| YA | AF2130300 | 16924 | (27,000) | | (27,000) |
| YA | AF3030000 | 16920 | (90,000) | | (90,000) |
| YA | AF3060000 | 16921 | 1,720,596 | | 1,720,596 |
| YA | AF3060000 | SL042 | (1,720,596) | | (1,720,596) |
| YA | AM1525100 | 16916 | (222,000) | | (222,000) |
| YA | WB0000000 | 16889D | 30,000 | | 30,000 |
| YA | EB2600000 | 16845 | 200,000 | | 200,000 |
| YB | 35AF30600 | 99ZZ | (11,000) | | (11,000) |
| YB | 39AF30600 | GPN102 | (30,000) | | (30,000) |
| YB | 39WB00000 | 82-A601(600) | (23,831.76) | | (23,831.76) |
| YB | 39WB00000 | 82-A601(710) | (3,746) | | (3,746) |
| | | | (981,675) | 981,675 | -0- |
| | | TOTAL MOD A113 | $ (674,252.76) | $981,675 | $ 307,422.24 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A114 | See Block 16c | | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

**CONFORMED COPY**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Ave.
Canoga Park, CA 91304
Attn: George Hoffman, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| (X) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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 refcrence to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 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). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Public Law 95-91 and other applicable Law |
| | D. OTHER (Specify type of modification and authority) |

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 Attachment "A"

**CONFORMED COPY**

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) |
|---|---|
| F. W. Feiler<br>Vice President & Controller | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| F. W. Feiler<br>(Signature of person authorized to sign) | 5/20/86 | BY Earl Schalin<br>(Signature of Contracting Officer) | 9/22/86 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is revised to read as follows:

So much of this Article IV as reads that $503,194,925.13 is the amount presently obligated under this contract, through Modification No. A113, is changed to read as follows:

| | |
|---|---|
| "$503,194,925.13 | Amount obligated through Modification No. A113 |
| $ 3,014,104.93 | Amount increased by this Modification No. A114 |
| $506,209,030.06 | Amount obligated through Modification No. A114" |

2. A new Article XX - Sodium Components Test Installation Power Pak Project is added to read as follows:

"Article XX - Sodium Components Test Installation Power Pak Project

(a) The Contractor is authorized to enter into a lease (Lease Agreement) for a cogeneration facility (Facility) identified as the Sodium Components Test Installation Power Pak Project (Power Pak Project) which will receive the waste heat from the Sodium Components Test Installation (SCTI) and generate electricity for sale to the Southern California Edison Company. Notwithstanding Articles IV(a) and X(i) above, the proceeds of such electricity sales shall be deposited to a Government account as directed by the Contracting Officer, and upon written authorization by the Contracting Officer, may be used for the payment of allowable cost pursuant to Article X(b). DOE has determined that the Lease Agreement (including the erection and leasing of the Facility) and the contracts between the Contractor and Southern California Edison Co. are procurement actions under the Contract and that the costs properly incurred and to be incurred by the Contractor under those agreements, including the monthly lease payments to be paid by the Contractor, will be allowable costs under the Contract.

(b) The Contractor will diligently perform all actions required to be performed by the Contractor pursuant to such Lease Agreement.

(c) The Contractor shall at all times operate the Facility in accordance with the requirements of the Public Utility Regulatory Policies Act of 1978 (herein called "PURPA") so as to maintain its status as a qualifying small power production facility. Without limiting the generality of the foregoing, the Contractor shall so operate the Facility so that for any calendar year, the conditions set forth in 18 CFR Section 292.204 (or any substitute or successor section)

shall be met by the Facility for the period commencing at the beginning of such calendar year and finishing at the end of such calendar year. The Contractor will not take any action if, as a result thereof, the Facility would, for the purposes of the regulations adopted under PURPA, be deemed to be "owned by a person primarily engaged in the generation or sale of electric power (other than electric power solely from cogeneration facilities or small power production facilities)." For the purpose of this paragraph, the term "calendar year" means a calendar year or any other period which may be relevant for the purposes of 18 CFR Section 292.204 or any substitute or successor section.

(d) In the event that DOE, during the terms of the Lease Agreement or during the erection period of the Facility, takes any action including, without limitation, causing or failing to cause the exercise of the options referred to in subparagraph (e) below, which shall cause payments by Contractor to become due without having sufficient funds obligated under the Contract to cover such payments, the DOE shall have the option of providing additional funds sufficient to cover such payments. If additional funds are not provided within ninety (90) days, the Government will, upon request of the Contractor, promptly terminate the Contract for the convenience of the Government pursuant to the clause of the General Provisions entitled "Termination," and the payments referred to in this subparagraph shall be deemed costs Article IV(b) which may be incurred by the Contractor pursuant to the clause of the General Provisions entitled "Termination".

(e) The Contractor agrees that it will not exercise any option under the Lease Agreement, including the options to renew for any of five additional one-year periods, to purchase the Facility or to voluntarily terminate the Lease Agreement, without the prior written approval of the DOE Contracting Officer."

3. A new Article XXI - Expiration or Termination is added to read as follows:

"Article XXI - Expiration or Termination

(a) In the event this Contract expires or terminates and a new contractor is not selected to assume the management and operation of ETEC, including all of the Contractor's (Rockwell's) obligations (including the obligations mentioned in the next following sentence) under this Contract, such expiration or termination shall be treated as if it were a termination of the Contract for convenience of the Government pursuant to the clause of General Provision of this Contract entitled, "Termination." In that event, any unpaid obligations of the Contractor, including without limitation the

Lease Agreement, the erection and operation of the Facility, and the contracts between the Contractor (Rockwell) and the Southern California Edison Co., shall be deemed costs under Article IV(b) hereof, which may be incurred by the Contractor pursuant to the Article entitled "Termination".

(b) In the event this Contract expires or terminates and a new contractor is selected to assume the management and operation of ETEC, DOE shall require the new contractor to assume all of the Contractor's (Rockwell's) obligations under this Contract unless DOE and Rockwell otherwise agree. The Contractor agrees to take all steps necessary to assist the new contractor in assuming such obligations. In such event the Contractor (Rockwell) agrees to:

(1) Cooperate fully with the DOE in order to assure an orderly transfer of functions to the new contractor and a continuity of operation of ETEC;

(2) At the request of the DOE Contracting Officer, permit the new contractor to send a project team to ETEC to observe the operation and management of ETEC for such period of time prior to expiration or termination as designated by the DOE, and assist such project team to the maximum extent possible during this orientation period; and

(3) Perform all those administrative and other actions requested by the DOE Contracting Officer necessary and related to the proper settlement of this Contract and transfer of rights and functions to the new contractor, both before and after the expiration of the Contract term or termination of the Contract.

Appendix D Key Personnel is deleted in its entirety and replaced with the following:

"APPENDIX D
KEY PERSONNEL

The following individuals are identified as key personnel under Clause 13 of the contract:

W. S. De Bear
F. W. Poucher
M. J. Tessier
H. C. Wieseneck
D. J. Zweng"

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A114

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | 16899/86WR60119 | $ 17,000 |
| 3T | 400403 | 16926/86-147-1 | 95,000 |
| 3Y | 40100102 | 16929/B3082-6 | 50,000 |
| 3Y | 40100106 | 16919/B3052 | 34,000 |
| 3Y | 40100102 | 16868/B3077-6 | 10,000 |
| 4A | AF213030 | 16917A | 40,000 |
| CA | EA04 | 16890C | 100,000 |
| FX | CC1010 | 16866 | 313,000 |
| SA | WB | 16889C | (14,999) |
| YA | AE2105 | 16928 | 50,000 |
| YA | AF213010 | 16915A | 60,000 |
| YA | AF213010 | 16922 | 116,000 |
| YA | AF213020 | 16923 | 300,000 |
| YA | AF213030 | 16924 | 27,000 |
| YA | AF213040 | 16925 | 973,000 |
| YA | AF3030 | 16920 | 19,000 |
| YA | AF3060 | 16921 | 532,404 |
| YA | AM100520 | 16898 | (22,735) |
| YA | AM1050 | 16907 | 22,735 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A114

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| YA | AM1510 | 16907A | $(22,735) |
| YA | AM152505 | 16927 | 22,735 |
| YA | AM152510 | 16916 | (21,000) |
| YA | EB23 | 16890E | 300,000 |
| YB | 39WB | 81A601(700) | (.23) |
| YB | 39WB | 82A601(710) | .16 |
| YB | 39WB | 83A601(190) | 13,700 |
| | | TOTAL MOD A114 | $3,014,104.93 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PRO

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | CONTRACT ID CODE | PAGE OF PAGE |
|---|---|---|---|---|---|
| A115 | See Blk 16c | | | | 1 \| 3 |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

**CONFORMED COPY**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: George Hoffman, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/1/83 |

## 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 refcrence to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X Public Law 95-91 and other applicable Law

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Attachment "A"

**CONFORMED COPY**

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) |
|---|---|
| F. W. Feiler<br>Vice President & Controller | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 6/4/82 | BY (Signature of Contracting Officer) | 5/27/82 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is revised to read as follows:

   So much of this Article IV as reads that $506,209,030.06 is the amount presently obligated under this contract, through Modification No. A114, is changed to read as follows:

   "$506,209,030.06 Amount obligated through Modification No. A114
   $ 1,957,000.00 Amount increased by this Modification No. A115
   $508,166,030.06 Amount obligated through Modification No. A115

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A114

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| YB | 39 WB | 85 A60400 | $1,828,000 |
| 34 | 40100102 | 16868/B-3081 | 129,000 |
| | | Total Mod A115 | $1,957,000 |

PRO copy

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A116 | See Blk 16c | | |

6. ISSUED BY — CODE

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

**CONFORMED COPY**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE — FACILITY CODE

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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 refcrence to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

| (If) | |
|---|---|
| | 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: Public Law 95-91 and other applicable Law |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Attachment "A"

**CONFORMED COPY**

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) |
|---|---|
| J.J. Gorman, Director Contracts & Pricing | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 7/17/86 | BY (Signature of Contracting Officer) | 7-10-86 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is revised to read as follows:

So much of this Article IV as reads that $508,166,030.06 is the amount presently obligated under this contract, through Modification No. A115, is changed to read as follows:

| | |
|---|---|
| "$508,166,030.06 | Amount obligated through Modification No. A115 |
| $ 447,127.30 | Amount increased by this Modification No. A116 |
| $508,613,157.36 | Amount obligated through Modification No. A116 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A116

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | Amount |
|---|---|---|---|
| 3Y | 40100102 | B3083/16931 | $250,000 |
| 3T | 400403 | 86-147/16926 | 100,000 |
| TA | GB020101 | 16880 | (876.70) |
| 3T | 400403 | 86147/16926 #4 | 75,000 |
| SA | WN021903 | 16905/RP25003 | 23,004 |
| | | Total Mod A116 | $447,127.30 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| Mod A117 | See Blk 16c | | |

6. ISSUED BY CODE EWS

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: D. B. Vanhiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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)

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

| (If) | |
|---|---|
| | 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: Public Law 95-91 and other applicable Law |
| | D. OTHER (Specify type of modification and authority) |

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

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

See Attachment "A"

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) |
|---|---|
| J.J. Gorman, Director<br>Contracts and Pricing | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 8/29/86 | BY (Signature of Contracting Officer) | Aug. 12, 1986 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is revised to read as follows:

So much of this Article IV as reads that $508,613,157.36 is the amount presently obligated under this contract, through Modification No. A116, is changed to read as follows:

| | |
|---|---|
| "$508,613,157.36 | Amount obligated through Modification No. A116 |
| $ 505,000.00 | Amount increased by this Modification No. A117 |
| $509,118,157.36 | Amount obligated through Modification No. A117 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A117

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRIN 189/AGENCY NO. | AMOUNT |
|---|---|---|---|
| HA | EF0104 | 16891 | $220,000 |
| 3T | 400403 | 86/147/16926#5 | $225,000 |
| 3Y | 40100102 | 16929/~~3~~3082-6 | $ 60,000 |
| | | Total Mod A117 | $505,000 |

* In accordance with telecon of 9/2/86, E. Schalin and C. McClain

PRO Copy

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| Mod A118 | See Blk 16c | | |

6. ISSUED BY — CODE: EWS

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE:

CONFORMED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE | FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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)

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

| | |
|---|---|
| (If) | 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: Public Law 95-91 and other applicable Law |
| | D. OTHER (Specify type of modification and authority) |

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

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

See Attachment "A"

CONFORMED

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | Aug. 28, 1986 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is revised to read as follows:

So much of this Article IV as reads that $509,118,157.36 is the amount presently obligated under this contract, through Modification No. A117, is changed to read as follows:

| | |
|---|---|
| "$509,118,157.36 | Amount obligated through Modification No. A117 |
| $ 269,633.00 | Amount increased by this Modification No. A118 |
| $509,387,790.36 | Amount obligated through Modification No. A118" |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, Mod A118

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | 86/147/16926 #6 | 10,000 |
| 3T | 400403 | 86/147/16926 #7 | 175,000 |
| 3T | 400403 | 86/147/16926 #8 | 25,000 |
| SA | WN021903 | 16932 | 50,500 |
| YB | 35AF3060 | EQU99ZZ | 9,133 |

PRO COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A119 | See Blk 16c | | |

6. ISSUED BY CODE EWS

S. Department of Energy
. Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

**CONFORMED COPY**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10-1-83

## 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)

## 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: Public Law 95-91 and other applicable Law

☐ D. OTHER (Specify type of modification and authority)

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

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

See Attachment "A"

**CONFORMED COPY**

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | Sept. 24, 1986 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURES is revised to read as follows:

So much of this Article IV as reads that $509,387,790.36 is the amount presently obligated under this contract, through Modification No. A118 is changed to read as follows:

| | |
|---|---|
| "$509,387,790.36 | Amount obligated through Modification No. A118 |
| 3,223,933.52 | Amount increased by this Modification No. A119 |
| $512,611,723.88 | Amount obligated through Modification No. A119 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A119

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| 3Y | 40100102 | B3081/16930 | (75,000.00) |
| 3Y | 40100102 | B3083/16931 | 150,000.00 |
| 3Y | 40100102 | B3083/16931 | 90,000.00 |
| 3Y | 40100106 | A0700/16903 | 40,700.00 |
| 3Y | 40100106 | B3032-8/16847 | (5,747.00) |
| 3T | 400403 | 86-147#9/16926 | 55,000.00 |
| CA | EA04 | 16887 | 1,157,238.52 |
| FX | CC1010 | 16866 | 200,000.00 |
| YA | AF213030 | 16915B | 100,000.00 |
| YA | AF213030 | 16934 | 153,000.00 |
| YA | AF3030 | 16933 | 581,000.00 |
| YA | AF3060 | 16936 | 737,497.00 |
| YA | AE2105 | 16935 | 19,250.00 |
| YB | 39AF3060 | GPN102 | 20,995.00 |
| | | TOTAL | $3,223,933.52 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A120 | See Blk 16c | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than Item 6) | CODE |
|---|---|---|---|
| U. S. Department of Energy<br>San Francisco Operations Office<br>1333 Broadway<br>Oakland, CA 94612 | EWS | | |

EXECUTED

| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rocketdyne Division<br>Rockwell International Corporation<br>6633 Canoga Avenue<br>Canoga Park, CA 91304<br>ATTN: D.B. Vandiver, Manager<br>Contracts & Proposals<br>Energy Programs | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| CODE / FACILITY CODE | | 10B. DATED (SEE ITEM 13)<br>10/1/83 |

## 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)**

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

| | |
|---|---|
| (If) | 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 | Public Law 95-91 and other applicable law |
| | D. OTHER (Specify type of modification and authority) |

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

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

See Attachment "A"

EXECUTED

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | Oct. 28, 1986 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $512,611,723.88 is the amount presently obligated under this contract, through Modification No. A119 is changed to read as follows:

| | |
|---|---|
| $512,611,723.88 | Amount obligated through Modification No. A119 |
| 4,500,000 | Amount increased by this Modification No. A120 |
| $517,111,723.88 | Amount obligated through Modification No. A120 |

SUPPORTING DATA SHEET
MODIFICATION NO. A120
CONTRACT NO. DE-AC03-76SF00700

| | OPERATING | COST EQUIPMENT | PLANT | FEE | TOTAL |
|---|---|---|---|---|---|
| OBS. thru A119 | $363,998,384.43 | $27,653,899 | $94,607,502.45 | $26,351,938.00 | $512,611,723.88 |
| OBS. this Mod A120 | 4,100,000.00 | 100,000 | 300,000.00 | -0- | 4,500,000.00 |
| TOTAL TO DATE: | $368,098,384.43 | $27,753,899 | $94,907,502.45 | $26,351,938.00 | $517,111,723.88 |

This modification provides FY 87 funding as specified by FM/SAN. Funds in the amount of $4,500,000 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds for each area is on file in the contract folder.

This modification is in the best interest of the Government and approval is recommended.

Earl Schalin
Contract Specialist
Date: 10/28/86

Concurred in by:

Branch Chief
Date: 10/28/86

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A120

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| YA | AF2010202 | 16933 | 200,000.00 |
| YA | AF2020 | 16934 | 100,000.00 |
| YA | AF8010 | 16936 | 3,400,000.00 |
| YA | AF601010 | 16935 | 170,000.00 |
| YB | 35AF20104 | EQU99ZZ | 50,000.00 |
| YB | 35AF80 | EQU99ZZ | 50,000.00 |
| YB | 39AF80 | PRNGPN102 | 300,000.00 |
| 3Y | 40100106 Order # | 16919/B3052-6 (60-86-181) | 500,000.00 |
| 3Y | 40100106 Order # | 16919/B3052-6 (60-86-202) | -180,000.00 |
| 3Y | 40100106 Order # | 16919/B3052-6 (60-86-249) | -290,000.00 |
| HA | EF0104 | 16891 | -120,000.00 |
| HA | EF0104 | 16891A | 120,000.00 |
| 3T | 400403 | 16926/AFSTC8703 | 200,000.00 |
| | | TOTAL | 4,500,000.00 |

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# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 : 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A121 | see blk 16c | | |

6. ISSUED BY CODE EWS

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/1/83 |

## 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)

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | Article IV Obligation of Funds |
| | D. OTHER (Specify type of modification and authority) |

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

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

See Attachment "A"

CONFORMED COPY

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) | |
|---|---|---|---|
| | | Earl Schalin | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Schalin (Signature of Contracting Officer) | 16C. DATE SIGNED Nov. 25, 1986 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PLAN PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $512,611,723.88 is the amount presently obligated under this contract, through Modification No. A119 is changed to read as follows:

| | |
|---|---|
| $517,111,723.88 | Amount obligated through Modification No. A120 |
| 3,950,000.00 | Amount increased by this Modification No. A121 |
| $521,061,723.88. | Amount obligated through Modification No. A121 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A121

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| YA | AF2010202 | 16933 | 1,630,000.00 |
| YA | AF2020 | 16934 | 300,000.00 |
| YA | AF8010 | 16936 | 1,220,000.00 |
| YB | 35AF20104 | EQU99ZZ | 50,000.00 |
| YB | 35AF80 | EQU99ZZ | 50,000.00 |
| YB | 39AF80 | PRNGPN102 | 700,000.00 |
| | | TOTAL | $3,950,000.00 |

EARL

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A122 | See Blk 16C | | |

6. ISSUED BY CODE EWS
U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

**CONFORMED COPY**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D.B. Vandiver, Manager
Contracts & Proposals
Energy Programs

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
10/1/83

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)

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☒ D. OTHER (Specify type of modification and authority)
Article IV Oblibation of Funds

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

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

See Attachment "A"

**CONFORMED COPY**

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) | |
|---|---|---|---|
| | | Earl Schalin | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Schalin (Signature of Contracting Officer) | 16C. DATE SIGNED Dec. 23, 1986 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $521,061,723.88 is the amount presently obligated under this contract, through Modification No. A121 is changed to read as follows:

| | |
|---|---|
| $521,016,723.88 | Amount obligated through Modification No. A121 |
| 1,210,961.00 | Amount increased by this Modification No. A122 |
| 522,272,684.88 | Amount obligated through Modification No. A122 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A122

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| YA | AF601010 | 16935 | 210,750.00 |
| YB | 35AF6010 | 99ZZ | 300,000.00 |
| YA | AH1020 | 16937 | 13,735.00 |
| YA | AH1020 | 16938 | 84,370.00 |
| YA | AH1020 | 16939 | 43,166.00 |
| YA | AH1020 | 16940 | 54,940.00 |
| TA | GE0221105 | 16941 | 104,000.00 |
| FX | CC1010 | 16866 | 400,000.00 |
| | | | $1,210,961.00 |

For file

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A123 | See Blk 16C | | |

6. ISSUED BY CODE BHR

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

CONFORMED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D.B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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)

## 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:

D. OTHER (Specify type of modification and authority)

X Article IV Obligation of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

CONFORMED COPY

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 1/22/87 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $522,272,684.88 is the amount presently obligated under this contract, through Modification No. A122 is changed to read a follows:

| | |
|---|---|
| $522,272,684.88 | Amount obligated through Modification No. A122 |
| 1,166,000.00 | Amount increased by this Modification No. A123 |
| 523,438,684.88 | Amount obligated through Modification No. A123 |

SUPPORTING DATA SHEET
MODIFICATION NO. A123
CONTRACT NO. DE-AC03-76SF00700

| | OPERATING | EQUIPMENT | PLANT | FEE | TOTAL |
|---|---|---|---|---|---|
| OBS. thru A122 | $372,159,345.43 | $28,153,899 | $95,607,502.45 | $26,351,938.00 | $522,272,684.88 |
| OBS. thru Mod A123 | 1,166,000.00 | -0- | -0- | -0- | 1,166,000.00 |
| TOTAL TO DATE | $373,325,345.43 | $28,153,899 | $95,607,502.45 | $26,351,938.00 | $523,438,684.88 |

This modification provides FY 87 funding as specified by FM/SAN. Funds in the amount of $1,166,000 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds for each area is on file in the contract folder.

This modification is in the best interest of the Government and approval is recommended.

Birdie Hamilton-Ray
Contract Specialist
Date: 1/22/87

Concurred in by:

Earl Schalin
Contracting Officer
Date: 1/22/87

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A123

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | AFSTC 87-03/ 16926 | $ 335,000 |
| 3T | 400403 | AFWLP087-105/ 16938 | 140,000 |
| 3Y | 40100106 | B3052-7/16919 | 416,000 |
| 3Y | 40100106 | B3050-7/16908 | 200,000 |
| 4A | AF2020 | 16917A | 30,000 |
| YA | WB | 16889E | 45,000 |
| YA | ~~AH2020~~ 1020 SR | 16937 | 182,476 |
| YA | ~~AH2020~~ 1020 SR | 16938 | -84,370 |
| YA | ~~AH2020~~ 1020 SR | 16939 | -43,166 |
| YA | ~~AH2020~~ 1020 SR | 16940 | -54,940 |
| YA | AF2020 | 16934 | -150,000 |
| YA | AF2020 | 16915B | 150,000 |
| TOTAL THIS MOD. A123 | | | $1,166,000 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M124 | See Blk. 16C | | |

6. ISSUED BY CODE EWS

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612 -

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
10-1-83

## 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)

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

(If) 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:

D. OTHER (Specify type of modification and authority)

X Mutual Agreement

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 Attachment "A"

EXECUTED

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) |
|---|---|
| F. W. Feiler<br>Vice President and Controller | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| F. W. Feiler<br>(Signature of person authorized to sign) | 2/11/87 | BY Earl Schalin<br>(Signature of Contracting Officer) | 2/16/87 |

This contract is modified in the following particulars:

1. ARTICLE I DESCRIPTION OF WORK is deleted in its entirety and replaced with the following:

"ARTICLE I DESCRIPTION OF WORK

(a) The Contractor shall, in accordance with the terms and conditions of this contract, manage, operate, and maintain the Energy Technology Engineering Center (ETEC), and perform the following research, design, standards and specification, construction, maintenance and remedial actions, reporting, program development, technology transfer and other services, as set forth below, in accordance with the directions and instructions of the Contracting Officer:

(1) Operations and Management

(i) Development, qualification, proof and seismic testing of materials, systems and components developed or proposed for use in energy, power conversion, liquid metal development, space and defense programs which utilize either the Santa Susana Triangle Site facilities or the specialized expertise of ETEC personnel gained as a result of management and operation of such facilities.

(ii) Providing assistance and engineering consultation to the Government and its Contractors or Subcontractors with respect to planning, analysis, design evaluation, coordination, inspection, and guidance of component development, and engineering programs including, as assigned, the technical management of other Government prime or subcontracts under such energy, power conversion, liquid metal development, space and defense programs which utilize either the Santa Susana Triangle Site facilities or the specialized expertise of ETEC personnel gained as a result of management and operation of such facilities.

(iii) Conducting training programs to advance the understanding of the design, performance, maintenance, reliability, and other operational features of energy, power conversion, liquid metal systems and components, space and defense systems and components which utilize either the Santa Susana Triangle Site facilities or the specialized expertise of ETEC personnel gained as a result of management and operation of such facilities. Such training programs are to be developed by the Contractor and made available to individuals or firms designated by the DOE.

(iv) Initiating such recommendations to the DOE for the modification, improvement or alteration of existing facilities or construction of new facilities as the Contractor considers essential for the continued or safe

operation of the ETEC or necessary to permit realization of benefits and advantages to be attained in the course of work hereunder.

(v) Conducting conceptual engineering, scoping and preparation of design criteria and providing preliminary and final designs for special facilities as necessary for all projects described in (iv) above, including initiating and discharging responsibility for all technical activity necessary to assure that facilities are not only designed but also constructed to satisfy the requirements of their maintenance and operation by ETEC for the programmatic purposes intended.

(vi) Applying appropriate codes, standards, procedures, and quality assurance programs in carrying out the work under the Contract and in assuring compliance with environmental protection, safety and health requirements.

(2) Research and Development Services

Performance of research and development in technologies which may be required to support the functions of ETEC and needs of DOE or the needs of others identified by DOE. These services shall be consistent with ETEC's experience or expertise.

(3) Standards and Specifications

Preparation of standards and specifications for use in energy, power conversion, liquid metal development, space and defense programs which utilize either the Santa Susana Triangle Site facilities or the specialized expertise of ETEC personnel gained as a result of management and operation of such facilities.

(4) Upon authorization of the DOE, the Contractor shall procure by subcontract the construction of new facilities or the alteration or repair of Government-owned facilities at the ETEC. Any subcontract entered into under this paragraph shall be subject to the written approval of the Contracting Officer, and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration and/or repair, including painting and decorating, of a public building or public work.

(5) Maintenance & Remedial Actions

The Contractor shall perform the maintenance work necessary for the efficient operation of the facilities.

The Contractor shall perform maintenance and related work necessary for the Santa Susana Triangle Site upkeep unless otherwise directed by DOE. This may include site surveys, continuing surveillance, deactivation, decontamination, decommissioning of buildings or facilities, and disposal of hazardous substances.

(6) Reporting

In accordance with guidance supplied by the DOE, the Contractor shall use its best efforts to assure that the significant results of classified and unclassified scientific and technical work performed under the contract are reported to the DOE. The Contractor will furnish in a timely fashion under this Contract such reports as are requested or directed by the DOE. It is the intent of the DOE to cooperate with the Contractor in determining the necessity, form and frequency of such reports.

(7) Program Developing Services

The Contractor shall, in accordance with instructions and budgetary guidance furnished by the DOE, as well as the understanding and procedures delineated in paragraph (d) of Article IV, formulate, present to, and discuss with the DOE proposed annual work programs.

In any event, the work programs will be identified and issued by the Contracting Officer in Program Letters to the Contractor and will cover the performance of work contemplated by Article I. Revised Program Letters may be issued by the Contracting Officer from time to time.

(8) Technology Transfer

In accordance with DOE technology transfer policy and guidance, utilize ETEC skills ad capabilities to support energy development activities in the public and private sectors. The Contractor shall make known the availability of ETEC resources to non-DOE potential users, and, subject to DOE approval, shall identify and enter into appropriate agreements and cooperative ventures that promote the transfer of technology.

(9) International Support

The contractor shall, subject to DOE approval, perform the above services for agencies or business from foreign countries.

(10) Other Services

In addition to the services specifically described in this Article I, the Contractor shall perform such other supporting, allied and similar services, at ETEC or other designated sites, as the DOE and the Contractor may agree to in writing. These services shall include foreign exchange technology agreements, work for other government and non government agencies.

Such other services shall be limited by the Manager, SAN to tasks which utilize ETEC's specialized facilities, capabilities and expertise, or to tasks which will maintain the Contractor's work force of the size, variety and competency required to perform the work in paragraph (a)(1)-(9) above and only to the

extent they utilize the education, training and experience of the Contractor's work force.

(b) The foregoing work and services shall be conducted in accordance with and subject to the following:

(1) Services from DOE and Others

Services to be performed for the Contractor by the DOE or other contractors of the DOE at the ETEC shall be as designated by the DOE in writing from time to time and, unless otherwise approved by the DOE, the Contractor shall obtain said services from the DOE or said other contractors of the DOE.

(2) Use of ETEC by Others

The DOE shall have the right to occupy itself or to permit others (governmental or private) to occupy, use and/or operate any portion of the ETEC from time to time upon such terms as DOE may deem appropriate provided that:

(i) The DOE shall require such occupier, user, or operator to comply with all DOE approved safety rules and regulations applicable to the turned over portion of the ETEC.

(ii) The DOE shall hold Contractor harmless against: (1) loss of, or damage to, Government property and property of the Contractor, and (2) third party liability, arising out of such occupation, use and/or operation; except to the extent any loss, damage, or liability is (i) covered by insurance carried by Contractor; or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its fault or negligence, or (ii) is caused by fault or neglect of Contractor and provided such loss, damage or liability would be an unallowable cost under the Contract if the property turned over to others were being occupied, used, or operated by Contractor. Any payments under this Article I(b) (2)(ii) shall be subject to availability of appropriations to the DOE.

(iii) The Contractor shall not use or place its property at the ETEC without the approval of the Contracting Officer unless such property is used in connection with this contract.

(3) Contractor Responsibility

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged and to be engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor, shall be and remain employees of the Contractor, and shall not be deemed employees of the DOE or the Government; provided that

nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants and others whose services are utilized by the Contractor for the work hereunder.

(4) DOE Authorization Procedures

The issuance of an authorization by the DOE is required prior to the start of engineering or construction work related to facility construction or alteration.

(5) Contractor Skill

The Contractor undertakes and promises to manage, operate, and maintain said facilities, and to perform the work and services described in this Contract, upon the terms and conditions herein provided and in accordance with such directions and instructions within the terms of this Contract which the DOE gives to the Contractor from time to time. Subject to such terms and conditions and to such directions and instructions, if any, the Contractor will use its best judgment, skill, and care in all matters pertaining to the performance of this Contract.

(6) Acquisition of Materials

The Contractor shall exert its best efforts to acquire such materials, supplies, equipment, and facilities, required in connection with the work under this Contract as are not furnished by the Government.

(7) Administration of Subcontracts and Purchase Orders

The administration of all subcontracts, purchase orders, and other contractual agreements made by the Contractor shall, during the period of this Contract, remain in the Contractor unless and until transferred to the Government or other designee of the DOE, at the direction of, or with the approval of the DOE.

(8) Security of Federal Automated Systems.

The Contractor shall ensure that all employees having access to computer systems involved with unclassified sensitive data receive appropriate screening prior to being allowed to access to computer system.

The employee screening process shall embody a satisfactory standard of employee qualification criterion, such as a national agency check and investigation (NACI). The NACI screening process involves a routine check of FBI records, military service, local police files, schools and employers.

The Contractor shall include the requirements for screening of contractor personnel in the statement of work of all subcontracts where access described above is anticipated.

(9) The Contractor shall not release to the public informational materials, news releases, or other program explanations, without explicit approval, which may be telephonic in situations of time pressure, from the Public Affairs Officer of the DOE San Francisco Operations Office.

(10) ETEC Self-Sufficiency

The Contractor shall provide such technical and laboratory services as may be required to make the ETEC self-sufficient in those areas; however, administrative and support services shall be furnished from Contractor organizations other that ETEC as approved by the Contracting Officer.

(11) Organizational Conflicts of Interest

(a) The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in 4 CFR Section 9-1.5403(a) or that the Contractor has disclosed all relevant information.

(b) The Contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The Department may, however, terminate the contract for its convenience if it deems such termination to be in the best interests of the Government.

(c) In the event that the Contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "Contracting Officer" modified appropriately to preserve the Government's rights.

(e) Prior to contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the contract are changed, the Department will request and the Contractor is required to submit either an organizational conflict of interest disclosure or representation (see 9-1.5407), or an update of the previously submitted disclosure or representation.

(f) The Contractor may, upon written notice to the DOE, but after conferring with the DOE should the DOE so request,

decline to perform or to continue to perform any work of the nature described in subdivisions (ii) and (v) of subparagraph (1) of paragraph (a) above, and in subparagraph (2) of paragraph (a) above, which the Contractor reasonably believes may result in or develop into an organizational conflict of interest providing such work in progress is brought to an orderly conclusion. The DOE will endeavor to advise the Contractor should the DOE foresee that an organizational conflict of interest may arise out of the performance of any such work. The DOE also agrees, should it conclude that a more favorable clause on this subject is permitted by DOE regulations or policy hereafter adopted, to incorporate at the Contractor's request such more favorable clause in this Contract without the necessity or additional consideration."

2. ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE is revised to read as follows:

"ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE

The estimated cost of this contract for the period October 1, 1986 through September 30, 1987 is $25,633,100. A base fee of $389,809 is payable in accordance with the Article entitled "Payment of Base and Award Fee." In addition, a maximum Award Fee of $1,447,864 is available for payment in accordance with the Article entitled "Payment of Base and Award Fee." For FY 1987 the Total Estimated Budget (Cost & Fee) is $25,633,100, the Nominal Fee is $1,113,741, the Base Fee is $389,809 and the Maximum Award Fee is $1,447,864."

3. ARTICLE VIII DISTRIBUTION OF AWARD FEE is revised to read as follows:

"ARTICLE VIII - DISTRIBUTION OF AWARD FEE

(a) The total amount of award fee available under this contract for each fiscal year is distributed among 100 award fee points, as delineated in the Award Fee Plan. These award fee points are assigned to the following evaluation periods in the following manner:

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1986 - January 31, 1987 | 20.25 |
| February 1, 1987 - May 31, 1987 | 41.00 |
| June 1, 1987 - September 30, 1987 | 38.75 |

FY 1987 available award fee = $1,447,864; each award fee point = $14,478.64."

4. Paragraph F of Appendix C is revised to read as follows:

"In addition to the factors in E above, the schedule set out in B for estimated budgets between $35,000,000 and $45,000,000 is based on certain proportions of the total annual estimated costs comprising various fee bases as follows:

| Fee Base Category | Percent |
|---|---|
| Operating R&D | 56 |
| Architect/Engineer Services | 11 |
| Construction Management | 4 |
| Construction Subcontracting | 20 |
| Fee Base Exclusion (including corporate G&A, capital equipment, and those subcontracts which distort management effort required) | 9 |
| Total | 100 |

In addition to the factors in E above, the schedule set out in B for estimated budgets between $19,000,000 and $27,000,000 is based on certain proportions of the total annual estimated costs comprising various fee bases as follows:

| Fee Base Category | Percent |
|---|---|
| Operating R&D | 76 |
| Architect/Engineer Services | 7 |
| Construction Management | 1 |
| Construction Subcontracting | 6 |
| Fee Base Exclusions | 10 |
| Total | 100 |

In the event there should be a significant change in either the fee bases or their respective proportions of the total estimated annual budget, at the request of either party, the corresponding fee schedules shall be renegotiated and revised appropriately."

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A125 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612 -

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10-1-83

## 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)

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

(If) 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:

D. OTHER (Specify type of modification and authority)

X Article IV Obligation of Funds

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

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

See Attachment "A"

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) | |
|---|---|---|---|
| | | Earl Schalin | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | Mar. 9, 1987 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $523,438,684.88 is the amount presently obligated under this contract, through Modification No. A123 is changed to read a follows:

| | |
|---|---|
| $523,438,684.88 | Amount obligated through Modification No. M124 |
| 194,346.00 | Amount increased through Modification No. A125 |
| $523,633,030.88 | Amount obligated through Modification No. A125 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700,MOD A125

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| 3Y | 40100102 | B3082/16929 | $ 51,000 |
| 3Y | 40100102 | B3081/16930 | 15,000 |
| CA | EA04 | 16887 | 177,627 |
| YA | AH1020 | 16937 | -49,281 |
| | | | $194,346 |
| YA | AM152510 | 16897 | 10,000 |
| YA | AM152510 | 16916 | -10,000 |
| | | | $194,346 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A126 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10-1-83

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)

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

(If) 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:

D. OTHER (Specify type of modification and authority)

X Article IV Obligation of Funds

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

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

See Attachment "A"

EXECUTED

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | Mar. 26, 1987 |

NSN 7540-01-152-8070

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $523,633,030.88 is the amount presently obligated under this contract, through Modification No. A125 is changed to read as follows:

| | |
|---|---|
| $523,633,030.88 | Amount obligated through Modification No. A125 |
| 973,727.00 | Amount increased through Modification No. A126 |
| $524,606,757.88 | Amount obligated through Modification No. A126 |

SUPPORTING DATA SHEET
MODIFICATION NO. A126
CONTRACT NO. DE-AC03-76SF00700

| | OPERATING | EQUIPMENT | PLANT | FEE | TOTAL |
|---|---|---|---|---|---|
| OBS. thru A125 | $371,787,248.43 | $28,153,899 | $95,607,502.45 | $28,084,384.00 | $523,633,030.88 |
| OBS. thru Mod A126 | 973,727.00 | -0- | -0- | -0- | 973,727.00 |
| TOTAL TO DATE | $372,760,975.43 | $28,153.899 | $95,607,502.45 | $28,084,384.00 | $524,606,757.88 |

This modification provides FY 87 funding as specified by FM/SAN. Funds in the amount of $973,727 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds for each area is on file in the contract folder.

This modification is in the best interest of the Government and approval is recommended.

Earl Schalin
Earl Schalin
Contract Specialist
Date: 3/26/87

Concurred in by:

D. Lacey
D. Lacey, Branch Chief
Date: 3/26/87

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A126

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| HA | EF080120 | 16939 | 150,000 |
| HA | EF080120 | 16939A | 195,000 |
| YA | AF2010202 | 16933 | 398,000 |
| YA | AH1020 | 16937 | 36,727 |
| YA | AF2020 | 16934 | 134,000 |
| 3T | 400403 | 16938/AFWLP087-105 | 60,000 |
| TOTAL | | | 973,727 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A127 | See Blk 16C | | |

6. ISSUED BY CODE B105
U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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)

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Article IV Obligation of Funds

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

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

See Attachment "A"

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | May 4, 1987 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $524,606,757.88 is the amount presently obligated under this contract, through Modification No. A126 is changed to read as follows:

| | |
|---|---|
| $524,606,757.88 | Amount obligated through Modification No. A126 |
| 4,300,395.00 | Amount increased through Modification No. A127 |
| $528,907,152.88 | Amount obligated through Modification No. A127 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A127

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| YA | AF2010201 | 16940 | 300,000 |
| YA | AF2010202 | 16933 | 384,158 |
| YA | AF2020 | 16934 | -5,569 |
| YA | AF8010 | 16936 | 3,371,806 |
| YA | AF808110 | N/A | -350,000 |
| SA | WN021903 | 400-86-007/16942 | 25,000 |
| 3T | 400403 | AFSTC 87-03/16926 | 575,000 |
| | | | 4,300,395.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A128 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612 -

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(  ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10-1-83

## 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)

## 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).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)
Article IV Obligation of Funds

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 6/2/87 |

Attachment A
Modification No. A128
Contract No. DE-AC03-76SF00700

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $529,216,408.89 is the amount presently obligated under this contract, through Modification No. A127 is changed to read as follows:

| | |
|---|---|
| $528,907,152.88 | Amount obligated through Modification No. A127 |
| 309,256.01 | Amount increased through Modification No. A128 |
| $529,216,408.89 | Amount obligated through Modification No. A128 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A128

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| | NEW FUNDING | | |
| YA | AF2010202 | 16933 | 100,000 |
| YB | 39AF80 | PRNGPN1020 | 196,183.32 |
| 3Y | 400409 | C-31005-J/16943 | 10,000 |
| 3T | 400403 | AFSTC-87-03/16926 | 50,000 |
| | ADJUSTMENTS | | |
| YA | AF8010 | 16936 | 79,302.82 |
| YA | AF8010 | 16921 | -13,426.32 |
| YA | AF8010 | 16925 | -65,876.50 |
| | DEOBLIGATIONS PER MID-YEAR REVIEW | | |
| JA | AA151005 | 16864 | -38.357.07 |
| JA | AC201020 | 16892 | - 3,858.28 |
| JA | AC201020 | 16878 | - 4,972.73 |
| JA | AC201020 | 16876 | 778.29 |
| YA | AM100530 | 16882 | - 349.00 |
| YA | AM100530 | 16882A | - 168.52 |
| | | TOTAL MOD 128 | 309,256.01 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A129 | See Blk 16C | | |

ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Braodway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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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.

ACCOUNTING AND APPROPRIATION DATA (If required)

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

| (If) | |
|---|---|
| | 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: |
| | D. OTHER (Specify type of modification and authority) |
| X | Article IV Obligations of Funds |

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

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

See Attachment "A"

EXECUTED

F ...ot 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 ...ffect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
|---|---|
| | Earl Schalin |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| | 16B. UNITED STATES OF AMERICA BY Earl Schalin (Signature of Contracting Officer) |
| | 16C. DATE SIGNED 7/15/87 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $529, 216,408.89, is the amount presently obligated under this contract through Modification No. A128, is changed to read as follows:

| | |
|---|---|
| $529,216,408.89 | Amount obligated through Modification No. A128 |
| 327,179.00 | Amount increased through Modification No. A129 |
| $529,543,587.89 | Amount obligated through Modification No. A129 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A129

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| | NEW FUNDING | | |
| HA | EF0104 | 16891 | 65,300 |
| HA | EF0104 | 16891A | 200,000 |
| YB | 39AF80 | PRNGPN120 | -10,121 |
| YB | 39WB | PRN8A604 | 72,000 |
| | ADJUSTMENTS | | |
| YA | AF8010 | 16936 | -158,605.64 |
| YA | AF8010 | 16921 | 26,852.64 |
| YA | AF8010 | 16925 | 131,753 |
| | | TOTAL MOD 129 | 327,179 |

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A130 | See Blk 16C | | |

6. ISSUED BY — CODE B108

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE — FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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)

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

| (If) | |
|---|---|
| | 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) Article IV Obligations of Funds |

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

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

See Attachment "A"

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) |
|---|---|
| | Earl Schalin |

EXECUTED

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | 9/4/87 |

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION FUNDS, PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $529,543,587.89, is the amount presently obligated under this contract through Modification No. A129, is changed to read as follows:

| | |
|---|---|
| $529,543,587.89 | Amount obligated through Modification No. A129 |
| $ 109,489.00 | Amount increased through Modification No. A130 |
| $529,653,076.89 | Amount obligated through Modification No. A130 |

ENERGY TECHNOLOGY ENGINEERING CENTER
DE-AC03-76SF00700, MOD A130

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| | NEW FUNDING | | |
| CA | EA04 | 16887 | $ 59,489 |
| 3Y | 400409 | 16944/C-32002-J | 50,000 |
| | ADJUSTMENTS | | |
| 4A | AF2010202 | 16917A | -9,026.48 |
| 4A | AF2020 | 16917A | 9,026.48 |
| 3Y | 40100102 | 16868/B3077 | 90,000 |
| 3Y | 40100106 | 16868/B3077 | -90,000 |
| | | TOTAL MOD 130 | $ 109,489 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A131 | See Blk 16c | | |

6. ISSUED BY — CODE B108

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland Ca. 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, Ca 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE — FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10-1-83 |

## 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)

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Article IV Obligations of Funds |

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

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

See Attachment "A"

EXECUTED

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | 9/29/87 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $529,653,076.89, is the amount presently obligated under this contract through Modification No. A130, is changed to read as follows.

| | |
|---|---|
| $529,653,076.89 | Amount obligated through Modification No. A130 |
| $ 2,207,754.00 | Amount increased through Modification No. A131 |
| $531,860,830.89 | Amount obligated through Modification No. A131 |

ATTACHMENT "A"

ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU PRN 189/Agency No. | AMOUNT |
|---|---|---|---|
| CA | EA04 | 16887 | $ 128,249 |
| FX | CC1010 | 16866 | 325,700 |
| HA | EF0104 | 16891 | 47,000 |
| HA | EF08012 | 16939 | 11,000 |
| SA | WN021903 | 16945 | 58,000 |
| YA | AF2010201 | 16922 | 241,631 |
| YA | AF2010202 | 16933 | 385,168 |
| YA | AF601010 | 16935 | 67,257 |
| YA | AF8010 | 16936 | 450,780 |
| YA | AH1020 | 16937 | 25,000 |
| YA | AM152510 | 16897 | 45,000 |
| YA | AM152510 | 16916 | -45,000 |
| YB | 35AF20104 | EQU99ZZ | 12,469 |
| YB | 35AF6010 | EQU99ZZ | 78,000 |
| YB | 35AH1020 | EQU99ZZ | 55,000 |
| 3T | 40040300 | 16926/AFSTC87-3 No.4 | 21,500 |
| 3T | 40040300 | 16926/AFSTC87-3 No.5 | 150,000 |
| 3Y | 40100106 | 16919/B3052-7 | 84,000 |
| 3Y | 40100102 | 16931/B3083 | 67,000 |
| | | TOTAL MOD.131 | $2,207,754 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A132 | See Blk 16c | | |

6. ISSUED BY CODE B105

U. S. DEPARTMENT OF ENERGY
1333 BROADWAY
OAKLAND CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, Ca 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

X 10B. DATED *(SEE ITEM 13)*
10-01-83

## 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)*

## 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)* Article IV Obligations of Funds |

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

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

See Attachment "A"

EXECUTED

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)* | |
|---|---|---|---|
| | | Earl Schalin | |
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Schalin *(Signature of Contracting Officer)* | 16C. DATE SIGNED Oct. 8, 1987 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $531,860,830.89, is the amount presently obligated under this contract through Modification No. A131, is changed to read as follows.

| | |
|---|---|
| $531,860,830.89 | Amount obligated through Modification No. A131 |
| $ 1,217,369.00* | Amount increased through Modification No. A132 |
| $533,078,199.89 | Amount obligated through Modification No. A132 |

*This amount includes $12,174 for provisional base fee for FY 1988.

ATTACHMENT "A"

ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICAITON | EQU/PRN No. | AMOUNT |
|---|---|---|---|
| YA | AF2010201 | | (241,631) |
| YA | AF2010202 | | 334,000 |
| YA | AF2020 | | 90,000 |
| YA | AF8010 | | 575,000 |
| YA | AH1020 | | 60,000 |
| YB | 35AF20104 | EQU99ZZ | 100,000 |
| YB | 35AF80 | EQU99ZZ | 100,000 |
| YB | 39AF80 | GPN102 | 200,000 |
| | | TOTAL MOD. 132 | $1,217,369 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A133 | See Blk 16C | | |

6. ISSUED BY — CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
11-1-66

## 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)

## 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) Article IV Obligations of Funds |

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

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

See Attachment "A"

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | Nov. 3, 1987 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $533,078,199.89, is the amount presently obligated under this contract through Modification No. A132, is changed to read as follows.

| | |
|---|---|
| $533,078,199.89 | Amount obligated through Modification No. A132 |
| $ 319,000.00* | Amount increased through Modification No. A133 |
| $533,397,199.89 | Amount obligated through Modification No. A133 |

*This amount includes $3,190 for provisional base fee for FY 1988.

ATTACHMENT "A"

ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICAITON | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | AFSTC 87-03 NO. 6 | $ 94,000 |
| 3T | 400403 | AFSTC 88-12 | 150,000 |
| 3Y | 40100106 | B5052 - 8 | 75,000 |
| | | TOTAL MOD. A133 | $ 319,000 |

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A134 | See Blk 16C | | |

6. ISSUED BY — CODE B108

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE — FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 11/1/66

## 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)

## 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)
Article IV Obligations of Funds

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

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

See Attachment "A"

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) |
|---|---|
| | Earl Schalin EXECUTED |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | 11/30/87 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $533,397,199.89, is the amount presently obligated under this contract through Modification No. A133, is changed to read as follows.

| | |
|---|---|
| $533,397,199.89 | Amount obligated through Modification No. A133 |
| $ 1,872,000.00* | Amount increased through Modification No. A134 |
| $535,269,199.89 | Amount obligated through Modification No. A134 |

*This amount includes $1,872 for provisional base fee for FY 1988.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERNG CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPROTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 4A | AF8010 | | $ 405,000 |
| TA | GE022105 | | 100,000 |
| YA | AF2010202 | | 350,000 |
| YA | AF2020 | | 40,000 |
| YA | AF651070 | | 15,000 |
| YA | AF8010 | | 500,000 |
| YA | AH1020 | | 28,000 |
| YB | 35AF20104 | EQU99ZZ | 150,000 |
| YB | 39AF80 | GPN102 | 200,000 |
| SA | WN0219 | | 84,000 |
| TOTAL MOD. A134 | | | $1,872,000 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M135 | See Blk 16C | | |

6. ISSUED BY — CODE B105

U. S. Department of Energy,
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

**EXECUTED**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE — FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 11/1/66

## 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)*

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

(If) 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: Mutual Agreement

D. OTHER *(Specify type of modification and authority)*

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 Attachment "A"

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)* |
|---|---|
| D. B. Vandiver, Manager<br>Contracts and Proposals, Advanced Programs | Earl Schalin<br>**EXECUTED** |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| D. B. Vandiver<br>*(Signature of person authorized to sign)* | 1/11/88 | BY Earl Schalin<br>*(Signature of Contracting Officer)* | Jan. 14, 1988 |

ATTACHMENT "A"

This contract is modified in the following particulars:

Appendix D Key Personnel is deleted in its entirety and replaced with the following:

"APPENDIX D
KEY PERSONNEL

The following individuals are identified as key personnel under Clause 13 of the contract:

W. S. De Bear
F. W. Poucher
M. J. Tessier
H. C. Wieseneck
D. J. Zweng
E. E. Eberle"

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A136 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

**EXECUTED**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
11/1/66

## 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)

## 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 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:

D. OTHER (Specify type of modification and authority)

X Article IV Obligations of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

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) |
|---|---|
| | Earl Schalin **EXECUTED** |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | Jan. 4, 1988 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATION FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $535,269,199.89, is the amount presently obligated under this contract through Modification No. A134, is changed to read as follows.

| | |
|---|---|
| $535,269,199.89 | Amount obligated through Modification No. A134 |
| $ 3,365,000.00* | Amount increased through Modification No. A136 |
| $538,634,199.89 | Amount obligated through Modification No. A136 |

*This amount includes $33,650 for provisional base fee for FY 1988.

ATTACHMENT "A"

ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICAITON | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AF2010202 | | $1,050,000 |
| YA | AF8010 | | 1,895,000 |
| YA | AH1020 | | 70,000 |
| YB | 35AF20104 | 99ZZ | 100,000 |
| YB | 35AF80 | 99ZZ | 50,000 |
| YB | 39AF80 | GPN102 | 200,000 |
| | | TOTAL MOD. A136 | $3,365,000 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A137 | See Blk 16C | | |

6. ISSUED BY — CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
11/1/66

## 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)

## 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) Article IV Obligation of Funds |

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

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

See Attachment "A"

EXECUTED

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) |
|---|---|
| D. B. Vandiver, Manager<br>Contracts and Proposals, Advanced Programs | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $538,634,199.89, is the amount presently obligated under this contract through Modification No. A136 is changed to read as follows:

| | |
|---|---|
| $538,634,199.89 | Amount obligated through Modification No. A136 |
| 9,954,529.75* | Amount increased through Modification No. A137 |
| $548,588,729.64 | Amount obligated through Modification No. A137 |

*This amount includes $99,545 for provisional base fee for FY 1988.

TABLE 2 ADDI[illegible]ORK FOR OTHERS
1988 [illegible]oposal
CONTRACT DE-AC03-76-SF00700



TABLE 2

| Description | | Estimated Budget | Estimated A&E Costs | Estimated Construction Management Costs | Estimated Construction Major Subcontracts Costs | Estimated Fee Base Exclusion Costs | Estimated Balance Including Fee |
|---|---|---|---|---|---|---|---|
| IHEM Studies | | 20,000 | - | - | - | - | 20,000 |
| Astronautics Lab | | 60,000 | - | - | - | - | 60,000 |
| NASA (Gillies) | | 220,000 | - | - | - | - | 220,000 |
| Miscellaneous NRC Work | | 80,000 | - | - | - | - | 80,000 |
| SP-100 | | 300,000 | 250,000 | - | - | - | 50,000 |
| Other TBD | | 400,000 | - | - | - | - | 400,000 |
| | Subtotal | 1,080,000 | 250,000 | - | - | - | 830,000 |
| | a. 40% | 432,000 | 100,000 | - | - | - | 332,000 |

(1) Capital Equipment
(2) Large Subcontracts

bg/bud2.wp

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M138 | See Blk 16C | | |

6. ISSUED BY — CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

EXECUTED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE | FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 11/1/66 |

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)

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Mutual Agreement |

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 Attachment "A"

EXECUTED COPY

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) |
|---|---|
| J. Gorman, Director<br>Contracts and Pricing | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| J. Gorman (Signature of person authorized to sign) | 3-24-88 | BY Earl Schalin (Signature of Contracting Officer) | 3/29/88 |

1. ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE is revised to read as follows:

"ARTICLE III ESTIMATED COST, BASE FEE AND AWARD FEE

The estimated cost of this contract for the period October 1, 1987 through September 30, 1988 is $21,699,524. A base fee of $356,361 is payable in accordance with the Article entitled "Payment of Base and Award Fee." In addition, a maximum Award Fee of $1,323,625 is available for payment in accordance with the Article entitled "Payment of Base and Award Fee." For FY 1988 the Total Estimated Budget (Cost & Fee) is $23,084,600, the Nominal Fee is $1,018,173, the Base Fee is $356,361 and the Maximum Award Fee is $1,323,625."

2. ARTICLE VIII (a) DISTRIBUTION OF AWARD FEE is revised to read as follows:

"ARTICLE VIII - DISTRIBUTION OF AWARD FEE

(a) The total amount of award fee available under this contract for each fiscal year is distributed among 100 award fee points, as delineated in the Award Fee Plan. These award fee points are assigned to the following evaluation periods in the following manner:

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1987 - January 31, 1988 | 29.75 |
| February 1, 1988 - May 31, 1988 | 32.25 |
| June 1, 1988 - September 30, 1988 | 38.00 |

FY 1988 available award fee = $1,323,625; each award fee point = $13,236.25."

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A139 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| X | 10B. DATED (SEE ITEM 13) 11/1/66 |

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)

SEE PAGE 3

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Article IV Obligation of Funds |

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

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

See Attachment "A"

EXECUTED

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) Dorothy M. Lacey Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Dorothy M Lacey (Signature of Contracting Officer) | 16C. DATE SIGNED 3/25/88 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

So much of this Article IV as reads that $538,634,199.89, is the amount presently obligated under this contract through Modification No. A136 is changed to read as follows:

| | |
|---|---|
| $548,588,729.64 | Amount obligated through Modification No. A137 |
| $ 799,200.00 | Amount increased through Modification No. A139 |
| $549,387,929.64 | Amount obligated through Modification No. A139 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERNG CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPROTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 4A | AF2010202 | | $ 8,000 |
| YA | AF651070 | | 264,200 |
| YA | WB | | 20,000 |
| SA | WN0219 | | 169,000 |
| 3T | 400403 | AFWL PO.88-099 | 250,000 |
| 3Y | 40100106 | B3052-8 | 88,000 |
| 3Y | 40100106 | ADJUSTMENT B3078 | 15,000 |
| 3Y | 40100102 | B3078 | (15,000) |
| TOTAL MOD. A139 | | | $ 799,200 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE 1 OF PAGES 1 \| 2 |
|---|---|

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M140 | See Blk 16C | | |

6. ISSUED BY — CODE B105

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: H. Hover, Contract Administrator
Contracts & Proposals
Energy Programs

CODE — FACILITY CODE

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 11/1/66 |

## 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)*

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

(If) 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 Article XI - Definitions

D. OTHER *(Specify type of modification and authority)*

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 Attachment "A"

EXECUTED COPY

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.

| 15. NAME AND TITLE OF SIGNER *(Type or print)* | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* |
|---|---|
| J.J. Gorman, Director<br>Contracts and Pricing | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | 7-5-88 | BY *(Signature of Contracting Officer)* Earl Schalin | 7-7-88 |

Attachment "A"

There is added to paragraph (f)(1) of ARTICLE XI DEFINITIONS the following:

"(xxiv) LMFBR Fuel Safety Building (Building 028)
(xxv) PDU Control Room (Building 049)
(xxvi) Test Loop Enclose (Building 374)"

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A141 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
11/1/66

## 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)*

SEE PAGE 3

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Article IV Obligation of Funds |

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

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

See Attachment "A"

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.

EXECUTED

| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Earl Schalin | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Schalin *(Signature of Contracting Officer)* | 16C. DATE SIGNED 5/2/88 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $549,387,929.64, is the amount presently obligated under this contract through Modification No. M140 is changed to read as follows:

| | |
|---|---|
| $549,387,929.64 | Amount obligated through Modification No. M140 |
| $ 1,178,402.00 | Amount increased in Modification No. A141 |
| $550,566,331.64 | Amount obligated through Modification No. A141 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERNG CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPROTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| CA | EA04 | | $ 33,402 |
| YA | AH1020 | | 709,000 |
| YA | WG04 | | 248,000 |
| YA | WG06 | | 1,000 |
| YA | WG07 | | 1,000 |
| YA | WG08 | | 16,000 |
| 3T | 400403 | AFWL 88 -127 | 50,000 |
| 3T | 400403 | AFAL 89019 | 120,000 |
| TOTAL MOD. A141 | | | $1,178,402 |

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE | OF PAGES |
|---|---|---|
| | 1 | 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A142 | See Blk 16C | | |

6. ISSUED BY — CODE B109

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE — FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/1/66 |

## 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)

SEE PAGE 3

## 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: |
| | D. OTHER (Specify type of modification and authority) |

X Article IV Obligation of Funds

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

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

See Attachment "A"

EXECUTED

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) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | May 26, 1988 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $550,556,331.64, is the amount presently obligated under this contract through Modification No. M141 is changed to read as follows:

| | |
|---|---|
| $550,566,331.64 | Amount obligated through Modification No. M141 |
| $ 492,078.00 | Amount increased in Modification No. A142 |
| $551,058,409.64 | Amount obligated through Modification No. A142 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| CA | EA04 | | $ 104,715 |
| YA | AF2020 | | 350,000 |
| YA | WG06 | | (1,000) |
| YA | WG07 | | (1,000) |
| YA | WG08 | | (16,000) |
| YB | 35AF80 | EQU99ZZ | 50,000 |
| YB | 39AF80 | PRN 73-005A | 513 |
| 3Y | 40100112 | B3083 | 4,850 |
| TOTAL MOD. A142 | | | $ 492,078 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A143 | See Blk 16C | | |

6. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 94612

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 11/1/66

## 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)*

## 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).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER *(Specify type of modification and authority)*
Article IV Obligation of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

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)* |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY Earl Schalin *(Signature of Contracting Officer)* | 7/18/88 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $551,058,409.64, is the amount presently obligated under this contract through Modification No. A142 is changed to read as follows:

| | |
|---|---|
| $551,058,409.64 | Amount obligated through Modification No. A142 |
| $ 365,000.00 | Amount increased in Modification No. A143 |
| $551,423,409.64 | Amount obligated through Modification No. A143 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERNG CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPROTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| HA | EF0104 | | $ 135,000 |
| HA | EF080120 | | 200,000 |
| YA | KE0103 | | 30,000 |
| YA | AF651070 | | (10,000) |
| YB | 39AF80 | GPN102 | (5,000) |
| 3Y | 40100106 | B3052-8 | 15,000 |
| 3Y | 40100112 | B3083 | (4,850) |
| 3Y | 40100102 | B3083 | 4,850 |
| TOTAL MOD. A143 | | | $365,000 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A144 | See Blk 16C | | |

6. ISSUED BY — CODE B109

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)

10/1/66

## 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)

## 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 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 Article IV Obligation of Funds

D. OTHER (Specify type of modification and authority)

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 Attachment "A"

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) |
|---|---|
| D. Gorman, Director Contracts and Pricing | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| D. Gorman (Signature of person authorized to sign) | 9/13/88 | BY Earl Schalin (Signature of Contracting Officer) | 9/16/88 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $551,423,409.64, is the amount presently obligated under this contract through Modification No. M143 is changed to read as follows:

| | |
|---|---|
| $551,423,409.64 | Amount obligated through Modification No. A143 |
| $ (1,088,514.00) | Amount decreased in Modification No. A144 |
| $550,334,895.64 | Amount obligated through Modification No. A144 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| CA | EA04 | | $304,166 |
| FX | CC1010 | | 230,000 |
| HA | EF010400 | | <11,600> |
| HA | EF080120 | | 155,000 |
| SA | WN0119 | | <2,361,000> |
| YA | AH1020 | | <39,000> |
| YA | EB21 | | 165,000 |
| YA | AF651070 | | <201,080> |
| YB | 35AF6510 | 99ZZ | <330,000> |
| 3T | 400403 | N0002488MP28529 | 1,000,000 |
| TOTAL MOD. A144 | | | $<1,088,514> |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 154 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| 145 | 10/01/88 | | |

6. ISSUED BY CODE B105
U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

X 10B. DATED (SEE ITEM 13) 10/1/66

## 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)

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X Public Law 95-91 and other applicable laws

☐ D. OTHER (Specify type of modification and authority)

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 subject contract, as previously modified, is hereby further modified in its entirety with respect to performance by the Contractor on and after October 1, 1988 (without in any way affecting the rights of the parties under prior contractual agreements for prior periods of time), as set forth in the Clauses, Appendices and Attachments attached hereto as specified in the Table of Contents.

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) |
|---|---|
| D. W. Feiler<br>Vice President and Controller, Finance | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| D. W. Feiler<br>(Signature of person authorized to sign) | 9/29/88 | BY Earl Schalin<br>(Signature of Contracting Officer) | 9/29/88 |

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1. DEAR 952.202-1 - DEFINITIONS (APR 1984) (DEVIATION)

As used throughout this Contract, the following terms shall have the meanings set forth below:

(a) The term "head of the agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.

(b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this Contract.

(d) The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

(e) The term "DEAR" means the Department of Energy Acquisition Regulations.

(f) The term "FAR" means the Federal Acquisition Regulations.

(g) The term "Energy Technology Engineering Center" (hereinafter called "ETEC") means:

(1) The land and DOE-owned facilities listed below at the Contractor's Santa Susana Field Laboratory as shown in Appendix A, attached to the Contract:

(i) Sodium Component Test Installation (Building Nos. 355, 356, 359, 656)

(ii) Pump Bearing Test Facility (Building Nos. 357, 457)

(iii) Office Buildings (Building Nos. 036, 038, 039, 482, 483, 484, 485, 486, 487)

(iv) General Sodium Testing Building (Building No. 032)

(v) General Test Building (Building No. 057)

(vi) Instrumentation Repair and Calibration (Building No. 066)

(vii) Chemical Storage Building (Building No. 358)

(viii) Hydraulic Test Facility (Buildings 473 and 863).

(ix) Sodium Pump Test Facility (Building Nos. 461, 462)

(x) Equipment Storage Building (Building Nos. 012, 025, 626, and 641)

(xi) Component Handling and Cleaning Facility (Building No. 463)

(xii) ETEC Quality Assurance Operation (Building No. 027)

(xiii) ETEC Construction Staging (Building 019)

(xiv) ETEC Instrumentation Operations (Building 062)

(xv) Site Purchasing Office (Building 030)

(xvi) Chemistry and Metallurgical Laboratory (Building 065)

(xvii) Small Components Test Loop (Building 026)

(xviii) Transient Test Facility (Building 013)

(xix) Sodium Burn Facility (Building 133)

(xx) Fuel Oil Storage Tanks (Building Nos. 731 and 732) and Fuel Oil Control Building (Building 320)

(xxi) Sodium Storage Building (Building 014)

(xxii) Large Leak Test Rig (Building No. 459 and part of 059)

(xxiii) LMFBR Fuel Safety Building (Building No. 028)

(xxiv) PDU Control Room (Building No. 049)

(xxv) Gasifier Instrumentation Building (Building No. 185)

(xxvi) Test Loop Enclose (Building No. 374)

(xxvii) SCTL MG Building (Building No. 226)

(xxviii) Chemical Storage Building (Building No. 360)

(xxixx) Sodium Drain Tank Building (Building No. 361)

(xxx) Parking Lots (Building Nos. 538 and 573)

(xxxi) Electrical Substations (Buildings Nos. 713, 719, 725, 726, 727, 756, 757, 759, 760, 762 and 780)

(xxxii) Fuel Oil Day Tank (80,000 gal.) (Building No. 735)

(2) Other land and DOE facilities, not enumerated above within the Santa Susana Triangle Site described in the clause entitled Special Property Provisions below, as may be designated by DOE from time to time after consultation with the Contractor.

2. DEAR 970.5204-37 - STATEMENT OF WORK

(a) The Contractor shall, in accordance with the terms and conditions of this Contract, manage, operate, and maintain the Energy Technology Engineering Center (ETEC), and perform the following research, design, standards and specifications, construction, maintenance and remedial actions, reporting, program development, technology transfer, other services and prepare standards and specifications, as set forth below, in accordance with the directions and instructions from DOE.

(1) Operations and Management

(i) Development, qualification, proof and seismic testing of materials, systems and components developed or proposed for use in energy, power conversion, liquid metal development, space and defense programs which utilize the Santa Susana Triangle Site facilities and/or the specialized expertise of ETEC personnel.

(ii) Providing assistance and engineering consultation to the Government and its Contractors or Subcontractors with respect to planning, analysis, design evaluation, coordination, inspection, and guidance of materials, systems, and component development, and engineering programs including, as assigned, the technical management of other Government prime or subcontracts under such energy, power conversion, liquid metal development, space and defense programs which utilize the Santa Susana Triangle Site facilities and/or the specialized expertise of ETEC personnel.

(iii) Conducting training programs to advance the understanding of the design, performance, maintenance, reliability, and other operational features of energy, power conversion, liquid metal systems and components, space and defense systems and components which utilize the Santa Susana Triangle Site facilities and/or the specialized expertise of ETEC personnel. Such training programs are to be developed by the Contractor and made available to individuals or firms designated by the DOE.

(iv) Initiating such recommendations to the DOE for the modification, improvement or alteration of existing facilities or construction of new facilities as the Contractor considers essential for the continued or safe operation of the ETEC or necessary to permit realization

of benefits and advantages to be attained in the course of work hereunder.

(v) Conducting conceptual engineering, scoping and preparation of design criteria and providing preliminary and final designs for special facilities as necessary for all projects described in (iv) above, including initiating and discharging responsibility for all technical activity necessary to assure that facilities are not only designed but also constructed to satisfy the requirements of their maintenance and operation by ETEC for the programmatic purposes intended.

(vi) Applying appropriate codes, standards, procedures, and quality assurance programs in carrying out the work under the Contract and in assuring compliance with environmental protection, safety and health requirements.

(2) Research and Development Services

Performance of research and development in technologies which may be required to support the functions of ETEC and the needs of DOE. These services shall be consistent with ETEC's experience or expertise.

(3) Standards and Specifications

Preparation of standards and specifications for use in energy, power conversion, liquid metal development, space and defense programs which utilize the Santa Susana Triangle Site facilities and/or the specialized expertise of ETEC personnel.

(4) Subcontracting Construction and Repair

Upon authorization of the DOE, the Contractor shall procure by subcontract the construction of new facilities or the alteration or repair of Government-owned facilities at ETEC subject to the requirements set forth in the clause entitled "Government Facility Subcontract Approval."

(5) Site Development Plans Maintenance & Remedial Actions

The Contractor shall prepare site development plans and perform the maintenance work necessary for the efficient operation of the facilities.

The Contractor shall perform work associated with site development planning and perform maintenance and related work necessary at the Santa Susana Field Laboratory (set forth in Appendix "A") unless otherwise directed by DOE. This may include site surveys, continuing surveillance, deactivation, decontamination, decommissioning of buildings or facilities,

remedial cleanup actions of contaminated soil and groundwater sites, and disposal of hazardous substances.

(6) Reporting

In accordance with guidance supplied by the DOE, the Contractor shall use its best efforts to assure that the significant results of classified and unclassified scientific and technical work performed under the Contract are reported to the DOE. The Contractor will furnish in a timely fashion under this Contract such reports as are requested or directed by the DOE. It is the intent of the DOE to cooperate with the Contractor in determining the necessity, form and frequency of such reports.

(7) Program Developing Services

The Contractor shall, in accordance with instructions and budgetary guidance furnished by the DOE, as well as the understanding and procedures delineated in the clause entitled "Program Development and Financial Plans; Estimates and Cost Information; Obligation of Funds; Notice," formulate, present to, and discuss with the DOE proposed annual work programs.

In any event, the work programs will be identified and issued by the DOE in Work Authorizations, Program Letters and Financial Plans to the Contractor and will cover the performance of work contemplated by this clause entitled "Statement of Work." Revised Work Authorizations, Program Letters or Financial Plans may be issued by the DOE from time to time.

(8) Technology Transfer

In accordance with Public Law 96-480, Steven-Wydler Techology Innovation Act and DOE technology transfer policy and guidance, the Contractor shall utilize ETEC skills and capabilities to support energy development activities in the public and private sectors. The Contractor shall make known the availability of ETEC resources to non-DOE potential users, and, subject to DOE approval, shall identify and enter into appropriate agreements and cooperative ventures that promote the transfer of technology.

(b) The foregoing work and services shall be conducted in accordance with and subject to the following:

(1) Use of ETEC by Others

The DOE shall have the right to occupy or to permit others (governmental or private) to occupy, use and/or operate any portion of ETEC from time to time upon such terms as DOE may deem appropriate provided that:

(i) DOE shall require others to comply with all DOE health and safety rules and regulations applicable to that portion of the ETEC involved.

(ii) DOE shall hold Contractor harmless against: (1) loss of, or damage to, Government property and property of the Contractor, and (2) third party liability, arising out of such occupation, use and/or operation, except to the extent any loss, damage, or liability is (i) covered by insurance carried by Contractor; or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its fault or negligence, or (ii) caused by the fault or negligence of the Contractor and provided such loss, damage or liability would be an unallowable cost under the Contract if the property had been occupied, used, or operated by the Contractor. Any payments under this Clause 2(b)(2)(ii) shall be subject to availability to DOE of appropriated funds.

(iii) The Contractor shall not use or place its property at the ETEC without the written approval of the DOE unless such property is used in connection with this Contract.

(2) Contractor Responsibility

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged and to be engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor, shall be and remain employees of the Contractor, and shall not be deemed employees of the DOE or the Government; provided that nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants and others whose services are utilized by the Contractor for the work hereunder.

(3) DOE Authorization Procedures

The issuance of an authorization by the DOE is required prior to the start of engineering or construction work related to facility construction or alteration.

(4) Contractor Skill

The Contractor undertakes and promises to manage, operate, and maintain said facilities, and to perform the work and services described in this Contract, upon the terms and conditions herein provided and in accordance with such directions and instructions within the terms of this Contract which the DOE gives to the Contractor from time to time. Subject to such terms and conditions and to such directions and instructions,

if any, the Contractor will use its best judgment, skill, and care in all matters pertaining to the performance of this Contract.

(5) Acquisition of Materials

The Contractor shall exert its best efforts to acquire such materials, supplies, equipment, and facilities, required in connection with the work under this Contract which are not furnished by the Government.

(6) Administration of Subcontracts and Purchase Orders

The administration of all subcontracts, purchase orders, and other contractual agreements made by the Contractor shall, during the period of this Contract, remain in the Contractor unless and until transferred to the Government or other designee of the DOE, at the direction of, or with the approval of the DOE.

(7) Security of Federal Automated Systems.

The Contractor shall ensure that all employees having access to computer systems involved with unclassified sensitive data receive appropriate screening prior to being allowed to access the computer system.

The employee screening process shall embody a satisfactory standard of employee qualification criterion, such as a national agency check and investigation (NACI). The NACI screening process involves a routine check of FBI records, military service, local police files, schools and employers.

The Contractor shall include the requirements for screening of contractor personnel in the statement of work of all subcontracts where access described above is anticipated.

(8) Release of Information

The Contractor shall not release to the public informational materials, news releases, or other program explanations, without explicit approval, which may be telephonic in situations of time pressure, from the Public Affairs Officer of the DOE San Francisco Operations Office.

(9) ETEC Self-Sufficiency

The Contractor shall provide such technical and laboratory services as may be required to make the ETEC self-sufficient in those areas; however, administrative and support services shall be furnished from Contractor organizations other than ETEC as approved by the Contracting Officer.

(10) Organizational Conflicts of Interest

(i) Organizational conflict of interest requirements are set forth in the clause entitled "Organizational Conflicts of Interest - General."

(ii) The Contractor may, upon written notice to the DOE, but after conferring with the DOE should the DOE so request, decline to perform or to continue to perform any work of the nature described in subdivisions (ii) and (v) of subparagraph (1) of paragraph (a) above, and in subparagraph (2) of paragraph (a) above, which the Contractor reasonably believes may result in or develop into an organizational conflict of interest providing such work in progress is brought to an orderly conclusion. The DOE will endeavor to advise the Contractor should the DOE foresee that an organizational conflict of interest may arise out of the performance of any such work. The DOE also agrees, should it conclude that more favorable coverage on this subject is permitted by DOE regulations or policy hereafter adopted, to incorporate at the Contractor's request such more favorable coverage in this Contract without the necessity or additional consideration.

(11) Non-DOE Funded Work/Work for Others

(i) The Contractor may perform the following services, as approved or directed in writing by the Contracting Officer, at ETEC or elsewhere to the extent it is able to do so without substantially interfering with its other work under this contract: (a) services incidental and related to the services described in other provisions of this contract, (b) services related to the mission of the contract which are for other Federal agencies and are pursuant to interagency agreements entered into by those agencies and DOE under the Economy Act of other legal authority, (c) services which support other DOE Programs and have been determined by DOE (i) to be within the unique or special engineering and technical capabilities of the Contractor, or (ii) to be of such urgency that acquiring them from another source is precluded, and (d) services which are to be performed under DOE's Work for Others Program where DOE has determined that the services are related to the mission of the contract, or are within the special engineering and technical capabilities of the Contractor and are not available on a timely basis and at a reasonable cost from another source.

(ii) In performing the work identified in (i)(b) and (i)(c) above, the Contractor shall receive transfers of funds therefor from such federal agencies and other cost-type contractors to the extent that such transfer is required

by and in accordance with policies adopted from time to time by DOE. The funds received in exchange for such services shall be handled as a part of the advances of Government funds as provided in the clause entitled "Payment and Advances." In the performance of such services, the Contractor is authorized to use facilities, materials, and equipment in its custody under this contract.

(iii) The Contractor's request for such approval shall set forth in detail, as described in DOE Order 4300.2A, the nature of the work to be performed, the DOE equipment and facilities and ETEC staff required, and the financial arrangements proposed to pay for the cost of such work.

(iv) The performance of non-DOE funded work shall be subject to the provisions of this Contract and to other applicable DOE rules and regulations as may be specifically directed to the Contractor's attention by DOE.

3. TERM OF CONTRACT

The term of this Contract is from October 1, 1966 through September 30, 1993.

4. PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION

(a) Program Development and Financial Plans

It is the intent of the Contractor and the DOE to endeavor to agree in writing upon an annual work program and to utilize the procedures described in DOE Order Nos. 5700.7B, 5100.3 and other DOE budget procedures, on a Government fiscal year basis, for the establishment of the Project Budget for the work of this contract. Procedures for the presentation of such work programs and cost estimates shall be developed in a manner acceptable to DOE. In order to meet the requirements of Government budgetary practice, the parties agree:

(1) As early as possible in each calendar year, DOE will supply the Contractor with the dollar amounts contained in the President's Budget for the ensuing Fiscal Year, with program assumptions which the Contractor will be expected to consider in its development of its program and budget, and with all changes to existing budget and accounting policies and procedures to be used in the current budget preparation. DOE may also request the Contractor to consider, or may suggest, the inclusion of certain features of an annual work program.

(2) After guidance is provided, the Contractor shall submit a work program and budget estimate for the current fiscal year and the two succeeding fiscal years. DOE will specify a due date

(providing the greatest possible flexibility) but not exceeding 60 days as to when the data is required.

(3) By August 31 of each year (or such other date as may be agreed upon), the Contractor will submit an estimate by month of funding required for the completion of the agreed upon work program for the ensuing fiscal year.

(4) As soon as possible after October 1 of each year, DOE will issue a preliminary financial plan to the Contractor for the current fiscal year. This will implement the mutually agreed to work program for that year.

(5) DOE approval of the work program and budget estimates will be reflected in the Work Authorizations, Annual Program Letters, and Financial Plans. These documents will be issued to the Contractor as soon as possible after funds become available. If, in preparing Work Authorizations, Program Letters and Financial Plans, the DOE proposes changes from the work program and budget estimates submitted by the Contractor, the DOE and the Contractor will agree upon the changes in the work before final issuance of these documents. A failure by the parties to agree, or to agree upon any particular aspects of the work program, shall not be subject to the "Disputes" clause herein; such a disagreement regarding continuation of any work then included in the current work program shall, if the disagreement remains, result in the expiration of the pertinent work on the expiration date of the said current work program. The Financial Plans specify the funds available for work under the Contract for the fiscal year and in addition may establish limitations on costs to be incurred for individual portions of the work.

(6) A supplement to the contract will be executed by the parties on or before September 30 of each year (or such other date as may be agreed upon) to provide additional funds, and further contract supplements may be entered into from time to time to provide appropriate modifications in the total amount of funds made available under the contract. DOE agrees to the principle of providing stable funding in support of the contract work and it is therefore the DOE's intention that there shall be so provided at all times sufficient funds to support the Contract operations at the level authorized by the DOE for a period of not less than (20-30) days.

(7) During the course of the work, the DOE will review the work program and its cost based upon information submitted by the Contractor, and may, after consultation with the Contractor, revise the Financial Plan established by the DOE under section (5) above, and with agreement of the Contractor revise the Work Authorization.

(8) It is the intent of the Contractor and the DOE to agree from time to time upon long-term program covering certain portions of the work to be performed under this Contract.

(b) Estimates and Cost Information

The Contractor shall employ a system satisfactory to DOE for segregating and reporting periodically its (and its cost-type subcontractors') actual and estimated costs for major features of its operation, construction and maintenance, and research programs which systems shall be adequate to meet DOE's needs.

(c) Estimated Cost, Base Fee and Award Fee

The estimated cost of this contract for the period October 1, 1988 through September 30, 1989 is $_____. A base fee of $_____ is payable in accordance with the clause entitled "Payments and Advances." For FY 1989 the Total Estimated Budget (Cost & Fee) is $_____, the Maximum Award Fee is $_____, the Base Fee is $_____ and the total Base Fee and Maximum Award Fee is $_____.

The total amount of award fee available under this Contract for each fiscal year is distributed among 100 award fee points, as delineated in the Award Fee Plan. These award fee points are assigned to the following evaluation periods in the following manner:

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1988 - January 31, 1989 | |
| February 1, 1989 - May 31, 1989 | |
| June 1, 1989 - September 30, 1989 | |

FY 1989 available award fee = $ ; each award fee point = $

5. DETERMINATION OF AWARD FEE EARNED

(a) The Government shall at the conclusion of each specified evaluation period evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination as to the amount of award fee earned will be made by the Government Fee Determination Official (FDO) and such determination concerning the amount of award fee earned is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any other appeal clause.

(b) It is agreed that the evaluation of Contractor performance shall be in accordance with the Award Fee Plan referenced in the clause entitled "Award Fee Plan" and that the Contractor shall be promptly advised in writing of the determination, and the reasons why it was or was not earned. It is further agreed that the Contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government,

any self-evaluation which is received within (10) days after the end of the period being evaluated, may be given such consideration, if any, as the FDO shall find appropriate.

(c) The FDO may, in his/her sole discretion, specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation and/or paragraph (c), entitled, "Estimated Cost, Base Fee and Award Fee" of the clause entitled "Program Development and Financial Plans; Estimates and Cost Information; Obligtion of Funds; Notice," shall be adjusted to reflect such allocations.

6. AWARD FEE PLAN

(a) The Award Fee Plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area will be unilaterally established by the Government; however, the Government may consult with the Contractor in the development of the Award Fee Plan and may furnish the Contractor with preliminary drafts of the Award Fee Plans. A copy of the Plan shall be provided to the Contractor as soon as practicable, but not later than the beginning of each Government fiscal year.

(b) The Award Fee Plan shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any: (1) technical, including schedule requirements, if appropriate; (2) management; and, (3) cost or other administrative functions selected for evaluation. The Contractor's performance will be evaluated and rated in accordance with "Appendix C" of this Contract.

(c) The Government retains the right, consistent with the contract, to unilaterally change the Award Fee Plan. However, the Government will consult with the Contractor and consider Contractor's views on any changes to such plan. Normally, changes will not be made to an Award Fee Plan affecting milestones or objectives of the current evaluation period. If it is necessary to change milestones or objectives of the current period during the current period, the evaluation of Contractor's performance will take into consideration the effort and results obtained with respect to the former milestones and objectives, as well as the time required for Contractor to initiate performance with respect to the changed milestones or objectives.

(d) It is anticipated that the principal portion of the work under the Contract will be covered by the Award Fee Plan each year; however, the Government may require that any portion of the work may be exempted from the Award Fee Plan. The fee for any such exempted portion of the work shall be added to the Base Fee.

7. DEAR 970.5204-15 OBLIGATION OF FUNDS (APR 1984) (Deviation)

(a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is five hundred fifty million, three hundred thirty four thousand, eight hundred ninety

five dollars and sixty four cents ($550,334,895.64). Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated revenues and receipts from others for work and services to be performed under this contract are not included in the amount obligated with respect to this contract. Such revenues and receipts, to the extent actually received by the contractor shall be available and used for the payment of allowable costs as provided in the clause entitled "Payments and Advances." Nothing in this paragraph (a) is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.

(b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the clause entitled "Termination," or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract is in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of (1) revenues and receipts deposited to the Government's account as provided in the clause entitled "Payments and Advances," and (2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

(c) Notices--Contractor excused form further performance. The contractor shall notify DOE in writing whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, plus the contractor's best estimate of revenues and receipts to be received during the 60 day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only 60 days and to cover the contract's unpaid fee, and outstanding commitments and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, less the amount of the contractor's fee then earned but not paid , is in the contractor's best judgment either sufficient only to liquidate outstanding commitments and liabilities on account of costs allowable under this contract or is equal to zero, the contractor shall immediately notify DOE and shall make no further commitments or expenditures (except to liquidate existing commitments and liabilities), and, unless the parties otherwise agree the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work

hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the article entitled "Termination."

(d) Financial plans; cost and commitment limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans or other directives issued to the contractor, establish controls on the costs to be incurred and commitments to be made in the performance of the contract work. Such plans and instruction may be amended or supplemented from time to time by DOE. The contractor hereby agrees to comply with the specific limitations (ceilings) on costs and commitments set forth in such plans and directives, to use its best efforts to comply with other requirements of such plans and directive, and to promptly notify DOE in writing, whenever it has reason to believe the authorized financial levels of costs and commitments will be exceeded or substantially underrun.

(e) Government's right to terminate not effected. The giving of any notice under this article shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the clauses entitled "Termination" or "Expiration or Termination".

8. DEAR 970.5204-16 PAYMENTS AND ADVANCES (APR 1984) (Deviation)

(a) Payment of Fees. Fees shall be negotiated on a Government fiscal year basis as soon as reasonably practicable after issuance of the definitive work program for said fiscal year and this Contract should be modified accordingly. Base Fee shall be paid in equal monthly installments as it accrues and shall be subject to any withholding as may be provided for elsewhere in this Contract. Award fee shall be due and payable promptly after each trimester determination by DOE that an award fee has been earned by the Contractor. Pending negotiation of the base fee on the basis of the mutually agreed estimated cost of the work for the applicable fiscal year, the parties shall agree upon a provisional fee for work authorized and funded on an interim basis, and the DOE shall make monthly payments against the applicable installments of the provisional fee. Prompt adjustment will be made for the difference between such monthly payments of the provisional fee and the pertinent fee installments when the specific fiscal year annual base and maximum award fees have been established.

(b) Payments on Account of Allowable Costs. The Contracting Officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid

to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

(c) Special bank account--use. All advances of Government funds shall be withdrawn pursuant to a letter of credit in favor of the bank or, in the option of the Government, shall be made by check payable to the Contractor, and shall be deposited only in the Special Bank Account referred to in the Special Bank Account Agreement, which is attached hereto and incorporated into this Contract as "Appendix F". The Contractor shall likewise deposit in the Special Bank Account any other revenues received by the Contractor in connection with the work under this Contract except Contractor collected and revenues received persurant to the clause entitled Sodium Components Test Installation Power Pak Project will be deposited in accordance with instructions from the DOE, to a Government account payable to the order of any Federal Reserve Bank or Branch or General Depository for credit to the U. S. Treasury. No part of the funds in the Special Bank Account shall be (1) mingled with any funds of the contractor or (2) used for a purpose other than that of making payments for costs allowable under this Contract or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer shall at any time determine that the balance on such bank account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

(d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any bank account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the bank of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

(e) Review and approval of costs incurred. The Contractor shall prepare and submit annually as of September 30, a voucher for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the voucher, and DOE, after audit and appropriate adjustment, will approve such voucher. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the Contract and that they have been recorded in the accounts maintained by the Contractor in accordance with DOE accounting policies, but will not relieve the Contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

(f) Financial settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs and fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after

(1) compliance by the Contractor with DOE's patent clearance requirements, and (2) the furnishing by the Contractor of:

(i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, or other credits applicable to allowable costs under the Contract;

(ii) A closing financial statement;

(iii) the accounting for Government-owned property required by the clause entitled "Property;" and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Contract subject only to the following exceptions:

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

In arriving at the amount due the Contractor under this clause, there shall be deducted, any claim which the Government may have against the Contractor in connection with this Contract, and deductions due under the terms of this Contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Bank Account may be applied to the amount due and any balance shall be returned to the Government forthwith.

(g) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

(h) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.

(i) Revenues. All revenues other than the Contractor's fee and revenues received persurant to the clause entitled Sodium Components Test Installation Power Pak Project, except those accruing to the Contractor under paragraph (b) above and in connection with the work under this Contract shall be Government property and shall be deposited in the Special Bank Account to be available for payment of allowable cost under this Contract.

(j) Direct payment of charges. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor therefor.

9. FAR 52.203-1 OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

10. FAR 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative --

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a Contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled --

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee.

(This subparagraph (c)(2) is applicable only if this Contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11. FAR 52.203-5 Modified by DEAR 970.5203-1 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor hold itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts not proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(c) Subcontracts and purchase orders. Unless otherwise authorized by the Contracting Officer in writing, the contractor shall cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under this contract.

12. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government

of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract.

13. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (FEB 1987)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may--

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or

(ii) Direct that the Contractor withhold, from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), in all subcontracts under this contract.

14. FAR 52.215-1 Modified by DEAR 970.5203-2 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

(a) This clause applies if this contract exceeds $10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

(e) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

15. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency

of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern --

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

16. FAR 52.219-9 Modified by DEAR 952.219-9 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (APR 1984)

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The Contractor, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which addresses separately subcontracting with small business concerns and small disadvantaged business concerns and which shall be included in and made a part of this contract as Appendix E. The subcontracting

plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Contractor ineligible for award of a contract.

(d) The Contractor's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The Contractor shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns; and

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

(6) A statement as to whether or not the Contractor included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

(7) The name of the individual employed by the Contractor who will administer the Contractor's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Contractor will make to assure that small business concerns and small disadvantaged business

concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Contractor will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Contractor will require all subcontractors (except small business concerns) who receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the Contractor.

(10) Assurances that the Contractor will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the Contractor with the subcontracting plan, (iii) submit Standard Form (SF) 294 only, (DOE Contractors need not submit SF 295) on a quarterly basis as of the last day of March, June, September and December, and upon contract completion, in accordance with the instructions on the form except the report shall be submitted quarterly rather than semiannually and additionally shall indicate at the remarks block the number and dollar amount of awards made to labor surplus area concerns to the extent such reporting is required by the terms of its contract, and (iv) ensure that its subcontractors agree to submit SF 294 in accordance with the instructions at (iii) above.

(11) A recitation of the types of records the Contractor will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include atleast the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations,

and (C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Contractor by this clause; provided, (1) the master plan has been approved, (2) the Contractor provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the Contractor's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the Contractor shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the Contractor its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the Contractor's fiscal year for all of the Contractor commercial products.

(h) Prior compliance of the Contractor with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Contractor for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

17. FAR 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

(a) "Women-owned small businesses," as used in this clause, means small business concerns that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

"Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Contractor may rely on written representations by its subcontractors regarding their status as woman-owned small businesses.

18. FAR 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

(a) Applicability. This clause is applicable if this contract exceeds the appropriate small purchase limitation in Part 13 of the Federal Acquisition Regulation.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of Preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area" as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

19. FAR 52.220-4 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984)

(a) See the Utilization of Labor Surplus Area Concerns clause of this contract for applicable definitions.

(b) The Contractor agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities when the subcontracts are consistent with the efficient performance of the contract at prices no higher than obtainable elsewhere. The Contractor shall --

(1) Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's labor surplus area subcontracting program;

(2) Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;

(3) Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;

(4) Include the Utilization of Labor Surplus Area Concerns clause in subcontracts that offer substantial LSA subcontracting opportunities; and

(5) Maintain records showing (i) the procedures adopted and (ii) the Contractor's performance, to comply with this clause. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations.

(c) The Contractor further agrees to insert in any related subcontract that may exceed $500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of subcontractors.

20. FAR 52.222-3 CONVICT LABOR (APR 1984)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

21. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 1986)

TYPO ?

(a) Overtime Requirements. No the Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the

sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

22. FAR 52.222-6 DAVIS-BACON ACT (FEB 1988)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account

(except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage

rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contract Officer to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics include a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

23. FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

24. FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of documents, U.S. government printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his

or her agent who pays or supervises the payment of the persons employed under the contract and shall certify-

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

25. FAR 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor,

Employment and Training Administration, Bureau of apprenticeship and Training, or with a State Apprenticeship Agency recognized by the bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with he provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees

shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the employment and training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

26. FAR 52.222.10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

27. FAR 52.222.11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting

Officer an updated completed SF 1413 for such additional subcontract.

28. FAR 52.222-12 CONTRACT TERMINATION-DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, contract work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

29. FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

30. FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of labor, or the employees or their representatives.

31. FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

32. FAR 52.222-26 EQUAL OPPORTUNITY (APR 1984)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of

the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

33. FAR 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)

Notwithstanding the clause of this contract entitled "Contractor's Purchasing System", the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of $1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

34. FAR 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(a) Definitions. "Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any

affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause --

(1) Includes, but is not limited to, openings that occur in jobs categorized as --

(i) Production and nonproduction;

(ii) Plant and office;

(iii) Laborers and mechanics;

(iv) Supervisory and nonsupervisory;

(v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than $25,000 a year; and

(2) Includes full-time employment, temporary employment of over three days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive Orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security; or (iii) the

requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

35. FAR 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as --

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director) and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

36. FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph(a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be

used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

37. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (AUG 1987)

(a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous material 5 days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

(b) "Hazardous material," as used in this clause, is as defined in Federal Standard No. 313B, in effect on the date of this contract.

(c) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(d) The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(e) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous material (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose date furnished under this clause, in accordance with subparagraph (e)(1) above, in precedence over any other clause of this contract providing for rights in data.

(3) That the Government is not precluded from using similar or identical data acquired from other sources.

(4) That the data shall not be duplicated, disclosed, or released outside the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies-

"This is furnished under United States Government Contract No. .... and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of .... This legend shall be marked on any reproduction of this data."

(End of legend)

(5) That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any subcontractor previously delivered to the Government without limitations or (ii) should be delivered without limitations under the conditions specified in the Federal Acquisition Regulation in the clause at 52.227-14, Rights in Data.

(f) The Contractor shall insert this clause, including this paragraph (f), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

38. FAR 52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means --

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in Section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under Section 111(c) or Section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with --

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees --

(1) To comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

39. FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

40. FAR 52.224-2 PRIVACY ACT (APR 1984) (Deviation)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The system of records; and

(ii) The design, development, or operation work that the Contractor is to perform.

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(d) In accordance with the requirements of this clause and implementing DOE regulation (10 CFR Part 1008), it is hereby agreed that the Contractor maintains the following "Systems of Records" on individuals in order to accomplish a DOE function:

(1) Personnel Radiation Exposure Records (DOE-35) regarding the Contractor employees, DOE employees and any other persons having access to certain DOE facilities.

(2) Government Motor Vehicle Operator Records (DOE-32) regarding DOE and Contractor employees authorized by DOE to drive Government owned or leased vehicles.

(3) Occupational and Industrial Accident Records (DOE-38) regarding accidents involving DOE employees, Contractor employees, and other persons having access to DOE facilities who have had accidents on DOE facilities. Also includes individuals involved in accidents with employees or Contractor employees or other persons having access to DOE facilities.

(4) Employee Visitor and Access Control Records (DOE-51) regarding individuals visiting DOE employees seeking access to DOE facilities and classified records.

The parenthetical DOE number designation for each system of records referes to the official "System of Record" number published by DOE in the Federal Register pursuant to the Privacy Act.

41. FAR 52.225-3 Modified by 970.5203-3 BUY AMERICAN ACT-SUPPLIES (APR 1984)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) and (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall use only domestic end products, except those --

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.1 of the Federal Acquisition Regulation.)

42. FAR 52.225-5 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (APR 1984)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

"Construction materials," as used in this clause, means articles, materials, and supplies brought to the construction site for incorporation into the building or work.

"Domestic construction material," as used in this clause, means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost, of its components mined, produced, or manufactured in the united States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(3) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.2 of the FAR).

43. 52.225-13 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS (APR 1988)

(a) Definitions. "Component," as used in this clause means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country, or is controlled directly or

indirectly by citizens or nationals of a foreign country. A Contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country-

(1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fudiciary obligation in favor of a citizen(s) or national(s) of the foreign country;

(3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in, or exercisable on behalf of, a citizen(s) or national(s) of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product," as used in this clause, means construction materials, i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project. In determining the origin of a product, Federal agencies or recipients of Federal funds are to consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, of if the cost of the components mined, produced or manufactured in the foreign country exceed 50 percent of the costs of all its components.

(b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U. S. firms published by the United States Trade Representative (USTR) (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U. S. firms published by the USTR.

(c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one

country, Japan. The USTR can add other countries to the list, and delete countries from it in accordance with section 109(c) of Pub. L. 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U. S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U. S. firms published by the USTR, unless the Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only to properly identify the parties, including this paragraph(e), in all subcontracts.

44. FAR 52.230-3 COST ACCOUNTING STANDARDS (SEP 1987)

(a) Unless the contract is exempt under FAR 30.201-1 and 30.201-2, the provisions of Federal Acquisition Regulation (FAR) Subpart 30.3 are incorporated herein by reference and the Contractor in connection with this contract, shall -

(1) (National Defense Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by FAR 30.202-1 through 30.202-5. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract, and the Disclosure Statement must be applied prospectively to this contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) below, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in FAR Subpart 30.4, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date

of final agreement on price as shown on the Contractor's signed Certificate of Current Cost or Pricing Data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41, 85 Stat. 97, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in FAR Subpart 30.4 or a CAS rule or regulation in FAR Subpart 30.3 and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with

all CAS in effect on the subcontract's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. This requirement shall apply only to negotiated subcontracts in excess of $100,000 where the price negotiated is not based on --

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in FAR 30.201-1.

NOTE (1): New or modified CAS shall be applicable to both national defense and nondefense CAS-covered contracts upon award of a new national defense CAS-covered contract containing the new or modified Standard. The award of a new nondefense CAS-covered contract shall not trigger application of new CAS or modification to CAS.

NOTE (2): Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted its Disclosure Statement to a Government Administrative Contracting Officer (ACO), it may satisfy that requirement by certifying to the Contractor the date of the Statement and the address of the ACO.

NOTE (3): In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to the Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of its Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and Standards as specified in FAR Subparts 30.3 and 30.4 in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by its subcontractors.

NOTE (4): If the subcontractor is a business unit which, pursuant to to FAR 30.201-2(b) is entitled to elect modified contract coverage and to follow 30.401 and 30.402, the clause at 52.230-5, "Disclosure

and Consistency of Cost Accounting Practices," of the Federal Acquisition Regulation shall be inserted in lieu of this clause.

NOTE (5): The terms defined in FAR 30.301 and 31.001 shall have the same meaning herein. As there defined, "negotiated subcontract" means any subcontract except a firm-fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two persons not associated with each other or with such Contractor or subcontractor, providing (1) the solicitation to all competitors is identical, (2) price is the only consideration in selecting the subcontractor from among the competitors solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted.

45. FAR 52.230-4 ADMINISTRATION OF COST ACCOUNTING STANDARDS (SEP 1987)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in (a) through (f) of this clause:

(a) Submit to the cognizant Contracting Officer a description of any accounting change, the potential impact of the change on contracts containing a CAS clause, and if not obviously immaterial, a general dollar magnitude cost impact analysis of the change which displays the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed-fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should display the potential impact of funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required to comply with a new CAS in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the CAS clause, within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (a)(4)(iii) of the CAS clause or with subparagraph (a)(3) of the Disclosure and Consistency of Cost Accounting Practices clause, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the CAS clause or by subparagraph (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause, within 60 days (or such other date as may be mutually agreed to) after the date of agreement of noncompliance by the Contractor.

(b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. If the cost impact proposal is not submitted within the specified time, or any extension granted by the cognizant Contracting Officer, an amount not to exceed 10 percent of each payment made after that date may be withheld until such time as a proposal has been provided in the form and manner specified by the cognizant Contracting Officer.

(c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the CAS clause or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause.

(d) For all subcontracts subject either to the CAS clause or to the Disclosure and Consistency of Cost Accounting Practices clause --

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and

(2) Include the substance of this clause in all negotiated subcontracts. In addition, within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(iv) Any changes the subcontractor has made or proposes to make to accounting practices that affect prime contracts or subcontracts containing the CAS clause or Disclosure and Consistency of Cost Accounting Practices clause, unless these changes have already been reported. If award of the subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.

(e) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contractor's price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

(f) For subcontracts containing the CAS clause, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

46. FAR 52.232-17 INTEREST (APR 1984)

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

47. FAR 52.233-1 DISPUTES (APR 1984)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or a written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved

under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding $50,000, the Contractor shall submit with the claim a certification that --

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3) (i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by --

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise

would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

48. FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(a) Notwithstanding any other clause of this contract --

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

49. FAR 52.244-5 COMPETITION IN SUBCONTRACTING (APR 1984)

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

50. FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

51. FAR 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (APR 1984)

(a) "International air transportation," as used in this clause, means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States," as used in this clause, means the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

"U.S.-flag air carrier," as used in this clause, means an air carrier holding a certificate under Section 401 of the Federal Aviation Act of 1958 (49 U.S.C. 1371).

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity of foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The Contractor agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a certification on vouchers involving such transportation essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF
U.S.-FLAG AIR CARRIERS

I hereby certify that international air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation): (State reasons):

.....
(End of Certification)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

52. FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 1984)

(a) The Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are --

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information.

(A) Sponsoring U.S. Government agency.
(B) Name of vessel.
(C) Vessel flag of registry.
(D) Date of loading.
(E) Port of loading.
(F) Port of final discharge.

(G) Description of commodity.
(H) Gross weight in pounds and cubic feet if available.
(I) Total ocean freight revenue in U.S. dollars.

(d) Except for small purchases as described in 48 CFR 13, the Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract.

(e) The requirement in paragraph (a) does not apply to --

(1) Small purchases as defined in 48 CFR 13;

(2) Cargos carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;

(3) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353); and

(4) Shipments of classified supplies when he classification prohibits the use of non-Government vessels.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, Phone: (202) 426-4610.

53. FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless --

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

54. FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government Property." The provisions of the clause entitled "Property," except paragraph (a) shall apply to all property acquired under such authorization.

55. FAR 52.251-2 INTERAGENCY MOTOR POOL VEHICLES AND RELATED SERVICES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to obtain interagency motor pool vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency motor pool vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39.

56. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

57. DEAR 952.204-2 SECURITY (APR 1984)

(a) Responsibility. It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of

this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the contracting officer, the contractor will complete a certificate of possession to be furnished to DOE specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract will continue to be applicable to the matter retained. Special nuclear material will not be retained after the completion or termination of the contract.

(b) Regulations. The contractor agrees to conform to all security regulations and requirements of DOE.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under Section 142d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means: (1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except

in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)

(j) Subcontracts and purchase orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

58. DEAR 952.204-70 CLASSIFICATION (APR 1984)

In the performance of the work under this contract, the contractor shall ensure that an Authorized Original Classifier or Derivative Classifier shall assign classifications to all documents, material, and equipment originated or generated under the contract in accordance with classification regulations and guidance furnished to the contractor by the DOE. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall ensure that an Authorized Original Classifier or Derivative Classifier shall assign classifications to all such documents, materials, and equipment in accordance with classification regulations and guidance furnished to such subcontractor or supplier by the contractor.

59. DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1984)

(a) In connection with any activities in the performance of this contract, the contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the contractor by written notice as sensitive foreign nations. The contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the contracting officer if the contractor determines that it is unable, without substantially interfering with its policies or without adversely effecting its performance to continue performance of the work under this contract as a result of such notification. If the contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.

(b) The provisions of this clause shall be included in any subcontracts.

60. DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1984)

(a) For purposes of this clause, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information, special nuclear material as defined in 10 CFR Part 710, may result.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in DEAR 952.204-73. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(e) In those cases where a contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(f) If the contracting officer at any time determines that the contractor is, or is potentially, subject to FOCI, the contractor shall comply with such instructions as the contracting officer shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.

(g) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information or a significant quantity of special nuclear material. Additionally, the contractor shall require such subcontractors to submit a completed certification required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(h) information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(i) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.

(j) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates an FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

61. DEAR 952.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST - GENERAL (APR 1984)

(a) The contractor warrants that, to the best of his knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in 909.570 or that the contractor has disclosed all relevant information.

(b) The contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The Department may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not

disclosed the conflict to the contracting officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the Government's rights.

(e) Prior to a contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the contract are changed, the Department will request and the contractor is required to submit either an organizational conflict of interest disclosure or representation or an update of the previously submitted disclosure or representation.

62. DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)

(a) Notwithstanding any other provision of the contract, the prior approval of the contracting officer shall be obtained when, in performance of this contract, the contractor acquires or proposes to acquire use of real property by:

(1) Purchase, on the Government's behalf or in the contractor's own name, with title eventually vesting in the Government.

(2) Lease, and the Government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.

(3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.

(b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the contracting officer.

(c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

63. DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

64. DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1984)

(a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Federal Reports Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

(b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

65. DEAR 952.247-70 FOREIGN TRAVEL (APR 1984)

(a) Foreign travel, when charged directly, shall be subject to the prior approval of the Contracting Officer for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.

(b) Request for approval shall be submitted at least 45 days prior to the planned departure date, be on a Request for Approval of Foreign Travel form, and when applicable, include a notification of proposed Soviet-bloc travel.

66. DEAR 970.5204-2 SAFETY AND HEALTH (GOVERNMENT-OWNED OR LEASED) (APR 1984)

To the extent that any work hereunder is performed at Santa Susana site, as that site is defined in the clause entitled Special Property Provisions the following shall apply:

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of DOE. The contracting officer shall notify the contractor, in writing, of any noncompliance with the provisions of the clause and the corrective action to be taken. After receipt of such notice, the contractor shall immediately take corrective action. The contractor shall submit a management program and implementation plan to the contracting officer for review and

approval within 30 days after the date of award of this contract. In the event that the contractor fails to comply with said regulations or requirements of DOE, the contracting officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

67. DEAR 970.5204-9 ACCOUNTS, RECORDS, AND INSPECTION (APR 1984)

(a) Accounts. The contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting all allowable costs incurred, revenues or other applicable credits, fee accruals, and the receipt, use, and disposition of all Government property coming into the possession of the contractor under this contract. The system of accounts employed by the contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE at all reasonable times, before and during the period of retention provided for in (d) below, and the contractor shall afford DOE proper facilities for such inspection and audit.

(c) Audit of subcontractors' records. The contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.

(d) Disposition of records. Except as agreed upon by the Government and the contractor, all financial and cost reports, books of account and supporting documents, and other data evidencing costs allowable, revenues, and other applicable credits under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as provided in this contract, all other records in the possession of the contractor relating to this contract shall be preserved by the contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the contractor.

(e) Reports. The contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning

the work under this contract as the contracting officer may from time to time require.

(f) Inspections. The DOE shall have the right to inspect the work and activities of the contractor under this contract at such time in such manner as it shall deem appropriate.

(g) Subcontracts. The contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through this paragraph (g) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) Internal audit. The contractor agrees to conduct an internal audit and examination satisfactory to DOE of the records, operations, expenses, and the transactions with respect to costs claimed to be allowable under this contract annually and at such other times as may be mutually agreed upon. The results of such audit, including the working papers, shall be submitted or made available to the contracting officer.

68. DEAR 970.5204-11 CHANGES (APR 1984)

(a) Changes and adjustment of fee. The contracting officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this contract requiring additional work or directing the omission of, or variation in, work covered by this contract. If any such direction results in a material change in the amount or character of the work described in the "Statement of Work," an equitable adjustment of the fee, if any, shall be made in accordance with the agreement of the parties and the contract shall be modified in writing accordingly. Any claim by the contractor for an adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the contractor of the notification of change; provided, however, that the contracting officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. A failure to agree on an equitable adjustment under this clause shall be deemed to be a dispute within the meaning of the clause entitled "Disputes."

(b) Work to continue. Nothing contained in this clause shall excuse the contractor from proceeding with the prosecution of the work in accordance with the requirements of any direction hereunder.

69. DEAR 970.5204-12 CONTRACTOR'S ORGANIZATION (APR 1984)

(a) Organization chart. As promptly as possible after the execution of this Contract, the contractor shall furnish to the contracting officer a chart showing the names, duties, and organization of key personnel to be employed in connecting with the work, and shall

furnish from time to time supplementary information reflecting changes therein.

(b) Supervisory representative of contractor. Unless otherwise directed by the contracting officer, a competent full-time resident supervisory representative of the contractor satisfactory to the contracting officer shall be in charge of the work at the site at all times. This also applies to off-site work.

(c) Control of employees. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The contractor shall establish such standards and procedures as are necessary to implement effectively the provisions set forth in 970.2272, and such standards and procedures shall be subject to the approval of the contracting officer.

70. DEAR 970.5204-13 ALLOWABLE COSTS AND FEE (MANAGEMENT AND OPERATING CONTRACTS) (JUNE 1988) (DEVIATION)

(a) Compensation for contractor's services. Payment for the allowable costs as hereinafter defined, and of the fees, if any, shall constitute full and complete compensation for the performance of the work under this contract.

(b) Fees. The base and award fees payable to the contractor shall be established for work to be performed during each fiscal year pursuant to Appendix C and the Award Fee Plan referenced in the clause entitled "Award Fee Plan". There shall be no adjustment in the amount of the contractor's fees by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of this work.

(c) Allowable costs. The allowable cost of performing the work under this contract shall be the costs and expenses that are actually incurred by the contractor in the performance of the contract work in accordance with its terms, that are necessary or incident thereto, and are determined to be allowable pursuant to this paragraph (c). The determination of the allowability of cost hereunder shall be based on: (1) Reasonableness, including the exercise of prudent business judgment; (2) consistent application of generally accepted accounting principles and practices that result in equitable charges to the contract work; and (3) recognition of all exclusions and limitations set forth in this clause or elsewhere in this contract as to types or amounts of items of cost. Allowable costs shall not include the cost of any item described as unallowable in paragraph (e) of this clause except as indicated therein. Failure to mention an item of cost specifically in paragraph (d) or paragraph (e) shall not imply either that it is allowable or that it is unallowable.

(d) Items of allowable cost. Subject to the other provisions of this clause, the following items of cost of work done under this contract shall be allowable to the extent indicated:

(1) Bonds and insurance, including self-insurance, as provided in the clause entitled "Required Bonds and Insurance-Exclusive of Government Property."

(2) Communication costs, including telephone services, local and long-distance calls, telegrams, cablegrams, postage, and similar items.

(3) Consulting services (including legal and accounting), and related expenses, as approved by the contracting officer, except as made unallowable by paragraphs (e)(16) and (e)(26).

(4) Litigation expenses, including reasonable Counsel fees, incurred in accordance with the clause of this contract entitled "Litigation and Claims."

(5) Losses and expenses (including settlements made with the consent of the contracting officer) sustained by the contractor in the performance of this contract and certified in writing by the contracting officer to be reasonable, except the losses and expenses expressly made unallowable under other provisions of this contract.

(6) Materials, supplies, and equipment, including freight transportation, material handling, inspection, storage, salvage, and other usual expenses incident to the procurement, use and disposition thereof, subject to approvals required under other provisions of this contract.

(7) Patents, purchased design, and royalty payments to the extent expressly provided for under other provisions in this contract or as approved by the contracting officer, and preparation of invention disclosures, reports and related documents, and searching the art to the extent necessary to make such invention disclosures in accordance with any "Patent Rights" clause of this contract.

(8) Personnel costs and related expenses incurred in accordance with the Contractor's established personnel policies, programs and schedules applicable on a corporate-wide basis communicated to the Contracting Officer in writing, or in accordance with collective bargaining contracts or by custom in the nuclear industry or area, such as:

(i) Salaries and wages; overtime shift differential, holiday, and other premium pay for time worked; nonwork time, including vacations, holidays, sick, funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances,

or serving on labor management (Contractor) committees: Provided, however, that the Contracting Officer's approval is required in each instance of base salary or wages to an individual employee at an annual rate of ~~$60,000~~ $80,000 or more, when it is proposed that a total of 50 percent or more of such base salary or wages be reimbursed under DOE cost-type contracts.

(ii) Legally required contributions to old-age and survivors' insurance, unemployment compensation plans, and workmen's compensation plans, (whether or not covered by insurance); voluntary or agree-upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);

(iii) Travel (except foreign travel, which requires specific approval by the contracting officer on a case-by-case basis); incidental subsistence and other allowances of contractor employees, in connection with performance of work under this contract (including new employees reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);

(iv) Employee relations, welfare, morale, etc., programs, including incentive, patent, or suggestion awards (excluding royalty sharing awards), employee counseling services, health or first-aid clinics, and house or employee publications;

(v) Personnel training (except special education and training courses and research assignments calling for attendance at educational institutions which require specific approval by the Contracting Officer on a case-by-case basis); including apprenticeship training programs designed to improve efficiency and productivity of contract operations, to develop needed skills, and to develop scientific and technical personnel in specialized fields required in the contract work;

(vi) Recruitment of personnel (including help-wanted advertisement), including service of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the contractor for employment interviews; and

(vii) Net cost of operating plant-site cafeteria, dining rooms, and canteens attributable to the performance of the contract.

Provided, however, that the following items of cost will be allowable only to the extent approved by the Contracting

Officer: (A) Salaries and wages for any employee paid in accordance with job classification established specifically for use in connection with work under this Contract; (B) the overtime premium portion of salaries and wages of any employee directly charged to this Contract for work performed in excess of 40 hours per week pursuant to a workweek scheduled and established in excess of 40 hours per week for a period of more than four weeks; (C) the overtime premium portion of salaries and wages of any employee directly charged to this contract for occasional overtime in excess of 16 hours beyond his scheduled workweek; (D) the costs of material changes in the Contractor's established personnel policies and programs which relate to the Contractor's Rocketdyne Division. Copies of the Contractor's appropriate Corporate Directives and the Rocketdyne Division Standard Operating Policies, together with revisions thereto, will be made promptly available to the DOE as issued by the Contractor.

(9) Repairs, maintenance, inspection, replacement, and disposal of Government-owned property and the restoration or clean-up of site and facilities to the extent directed or approved by the contracting officer.

(10) Subcontracts and purchase orders, including procurements from contractor-controlled sources, subject to approvals required by other provisions of this contract.

(11) Subscriptions to trade, business, technical, and professional periodicals, as approved by the contracting officer.

(12) Taxes, fees, and charges levied by public agencies which the contractor is required by law to pay, except those which are expressly made unallowable under other provisions of this contract.

(13) Utility services, including electricity, gas, water, and sewerage.

(14) Indemnification of the Pension Benefit Guaranty Corporation, pursuant to the Employee Retirement Income Security Act of 1974, in accordance with FAR 31.205-6(j)(3)(iv).

(15) Establishment and maintenance of bank accounts in connection with the work hereunder, including, but not limited to, service charges, the cost of disbursing cash, necessary guards, cashiers and paymasters. If payments are made by check, facilities and arrangements for cashing checks may be provided without expense to the employees, subject to the approval of the contracting officer.

(16) Camp operations, to the extent approved by the contracting officer.

(17) Maintenance, inspection, repair, replacement, and transportation of construction plant and equipment to the extent not covered by rentals or insurance and as provided in rental agreements approved by the contracting officer.

(18) Rental for (i) construction plant and equipment rented by the contractor from others at rates and under written agreements approved by the contracting officer, and (ii) construction plant and equipment owned and furnished by the contractor under this contract.

(19) All cost incurred by the Contractor with respect to any and all liabilities, claims, demands, damage costs, or penalties (such as civil sanctions including fines), arising out of, or related to environmental, safety and health activities, including costs incurred with respect to investigation, removal, remedial action, ground and surface water or other clean-up of hazardous, toxic or contaminated material(s), except for those costs that result from conduct identified in subparagraph (e)(17)(ii) of the clause entitled, Allowable Costs and Fee.

(e) Items of unallowable costs. The following items of costs are unallowable under this contract to the extent indicated:

(1) Advertising and public relations costs designed to promote the contractor or its products, including the costs of promotional items and memorabilia such as models, gifts and souvenirs, and the cost of memberships in civic and community organizations; except those advertising and public relations costs (i) specifically required by the contract, (ii) approved in advance by the Contracting Officer as clearly in furtherance of work performed under the contract, (iii) that arise from requirements of the contract and that are exclusively for recruiting personnel, acquiring scarce items for contract performance, disposing of scrap or surplus materials, the transfer of federally owned or originated technology to State and local governments and to the private sector, or acquisition of contract-required supplies and services, or (iv) where the primary purpose of the activity is to facilitate contract performance in support of the DOE mission.

(2) Bad debts (including expenses of collection) and provisions for bad debts arising out of other business of the contractor.

(3) Proposal expenses and costs of proposals.

(4) Bonuses and similar compensation under any other name.

(5) Central and branch office expenses of the contractor, except as specifically set forth in the contract.

(6) Commissions, bonuses, and fees (under whatever name) in connection with obtaining or negotiating for a Government contract or a modification thereto, except when paid to bona

fide employees or bona fide established selling organizations maintained by the contractor for the purpose of obtaining Government business.

(7) Contingency reserves, provisions for.

(8) Contributions and donations, including cash, contractor-owned property and services, regardless of the recipient.

(9) Depreciation in excess of that calculated by application of methods approved for use by the Internal Revenue Code of 1954, as amended, including the straight-line declining balance (using a rate not exceeding twice the rate which would have been used had the depreciation been computed under the straight line method), or sum-of-the-years digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life.

(10) Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.

(11) Entertainment, including costs of amusement, diversion, social activities; and directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities; costs of membership in any social, dining or country club or organization, except the costs of such recreational activities for on-site employees as may be approved by the Contracting Officer or provided for elsewhere in the contract.

(12) Fines and penalties, including assessed interest, resulting from violations of, or failure of the contractor to comply with Federal, State, local or foreign laws and regulations, except when incurred as a result of compliance with the scope of work, specific terms and conditions, or other provisions of the contract or written instructions from the contracting officer authorizing in advance such payments.

(13) Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of DOE applicable to transfers of such property to the contractor from others.

(14) Insurance (including any provisions of a self-insurance reserve) on any person where the contractor under the insurance policy is the beneficiary, directly or indirectly, and insurance against loss of or damage to Government property as defined in the clause entitled "Property."

(15) Interest, however represented (except interest incurred in compliance with the clause entitled "State and Local Taxes"), bond discounts and expenses, and costs of financing and refinancing operations.

(16) Legal, accounting, and consulting services and related costs incurred in connection with the preparation and issuance of stock, rights, organization or reorganization, prosecution or defense of anti-trust suits, prosecution of claims against the United States, contesting actions of proposed actions of the United States, and prosecution or defense of patent infringement litigation.

(17) Losses (including litigation expenses, Counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and other from any source; and losses where such losses or expenses:

(i) Are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the contracting officer but which the contractor failed to procure or maintain through its own fault or negligence;

(ii) Result from willful misconduct or lack of good faith on the part of any of the contractor's directors, corporate officers, or a supervising representative of the contractor as defined in the clause entitled "Property."

(iii) Represent liabilities to third persons from which the contractor has expressly accepted responsibility under other terms of this contract.

(18) Maintenance, depreciation, and other costs incidental to the contractor's idle or excess facilities (including machinery and equipment), other than reasonable standby facilities.

(19) Membership in trade, business, and professional organizations, except as approved by the contracting officer.

(20) Precontract costs, except as expressly made allowable under the provisions in this contract.

(21) Research and development costs, unless specifically provided for elsewhere in this contract.

(22) Selling cost, except to the extent they are determined to be reasonable and to be allocable to the contract. Allocability of selling costs to the contract will be determined in the light of reasonable benefit to the agency program arising from such activities as technical, consulting, demonstration, and other services performed for such purposes as applying or adapting the contractor's product for agency use.

(23) Storage of records pertaining to this contract after completion of operations under this contract, irrespective of contractual or statutory requirement for the preservation of records.

(24) Taxes, fees, and charges in connection with financing, refinancing, or refunding operations, including listing of securities on exchanges, taxes which are paid contrary to the clause entitled "State and Local Taxes," federal taxes on net income and excess profits, special assessments on land which represent capital improvement and taxes on accumulated funding deficiencies of, or prohibited transactions involving, employee deferred compensation plans pursuant to Section 4971 or Section 4975 of the Internal Revenue Code of 1954, as amended, respectively.

(25) Travel expenses of the officers, proprietors, executives, administrative heads and other employees of the contractor's central office or branch office organization concerned with the general management, supervision, and conduct of the contractor's business as a whole, except to the extent that particular travel is in connection with the contract and approved by the contracting officer.

(26) Salary or other compensation (and expenses related thereto) of any individual employed under this contract as a consultant or in another comparable employment capacity who is an employee of another organizational and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with DOE, except to the extent that cash payment therefor is required pursuant to the provisions of this contract or procedure of DOE applicable to the borrowing of such an individual from another cost-type contractor.

(27) Travel by commercial aircraft or travel by other than common carrier that is not necessary for the performance of this contract or the cost of which exceeds the lesser of the lowest available commercial discount airfare, Government contract airfare, or customary standard (coach or equivalent) commercial airfare. Airfare costs in excess of the lowest such airfare are unallowable, except when such accommodations: Require circuitous routing; require travel during unreasonable hours; excessively prolong travel; result in increased cost that would offset transportation savings; would offer accommodations not reasonably adequate for the physical or medical needs of the traveler; or are not reasonably available to meet necessary mission requirements. Individual contractor determinations of nonavailability of commercial discount airfare or Government contract airfare will not be contested by DOE when the contractor can reasonably demonstrate such nonavailability or, on an overall basis, that established policies and procedures result in the routine use of the lowest available airfare. However, in order for air travel costs in excess of customary standard airfare to be allowable, the contractor must justify and document the applicable condition(s) set forth above.

(28) Special construction industry "funds" financed by employer contributions for such purposes as methods and materials research, public and industry relations, market development, and disaster relief, except as specifically provided elsewhere in this contract.

(29) Late premium payment charges related to employee deferred compensation plan insurance.

(30) Facilities capital cost of money. (CAS 414 and CAS 417)

(31) Cost incurred to influence (directly or indirectly) legislative action on any matter pending before Congress or a State legislature as delineated in the clause titled "Legislative Lobbying Cost Prohibition" incorporated elsewhere in this contract.

(32) Commercial automobile rental expenses unless approved by the Contracting Officer.

(33) Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the Government where the contractor, its agents or employees, is found liable or has pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).

(34) Costs of alcoholic beverages.

(35) Contractor employee travel costs incurred for lodging, meals and incidental expenses which exceed on a daily basis the applicable maximum per diem rates in effect for Federal civilian employees at the time of travel. When the applicable maximum per diem rate is inadequate due to special or unusual situations, the contractor may pay employees for actual expenses in excess of such per diem rate limitation. To be allowable, however, such payments must be properly authorized by an officer or appropriate official of the contractor and shall not exceed the higher amounts that may be authorized for Federal civilian employees in a similar situation.

71. DEAR 970.5204-17 LEGISLATIVE LOBBYING COST PROHIBITION (JUNE 1988)

(a) Pursuant to the allowable cost provisions established elsewhere under the contract, costs associated with the following activities are not reimbursable under the contract:

(1) Attempts to influence the outcome of any federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activities;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action

committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence (i) the introduction of Federal or State legislation, or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence state or local officials to engage in similar lobbying activity), or with any government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence (i) the introduction of Federal or State legislation, or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable activities.

(b) Costs of the following activities are ~~expected~~ exempted from the coverage of (a) above; provided that the resultant contract costs are reasonable and otherwise comply with the allowable cost provisions of the contract:

(1) Providing Members of Congress, State legislatures or subdivisions thereof, or their staff members or staff of cognizant legislative committees, in response to a request (written or oral, prior or contemporaneous, including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) from Members of Congress, State legislatures or subdivisions thereof, or their staff members or staff or cognizant legislative committees, information or expert advice of a factual, technical, or scientific nature, with respect to topics directly related to the performance of the contract or proposed legislation. Reasonable costs for transportation, lodging, or meals incurred by contractor employees for the purpose of providing such information or advice shall also be reimbursable; provided such costs also comply with the allowable cost provisions of the contract.

(2) Any lobbying made unallowable under subparagraph (a)(3) above to influence State legislation in order to directly reduce contract cost, or to avoid material impairment of the

contractor's authority to perform the contract if authorized by the Contracting Officer.

(3) Any activity specifically authorized by statute to be undertaken with funds from the contract.

(c) Unallowable lobbying costs incurred, if any, shall not be charged to DOE, paid for with DOE funds or recorded as allowable cost in DOE's system of accounts.

(d) The contractor's annual certification, submitted as part of its annual claim (i.e. Voucher Accounting for Net Expenditures Accrued required under the clause titled "Payments and Advances") or cost incurred statement that the costs claimed are allowable under the contract, shall also serve as the contractor's certification that the requirements and standards of this clause have been complied with.

(e) The contractor shall maintain adequate records to demonstrate that the annual certifications of claimed costs as being allowable comply with the requirements of this clause.

(f) Time logs, calendars, or similar records shall not be created for purposes of complying with this clause during any particular calendar month when: (1) an employee engages in legislative liaison activities (as delineated in paragraphs (a) and (b) above) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the contractor has not materially misstated allowable or unallowable costs of any nature, including legislative liaison costs. When conditions (f)(1) and (2) of this paragraph are met, the contractor is not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (f)(1) and (2) of this paragraph are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of legislative liaison activity time spent by employees during any calendar month.

(g) During contract performance, the contractor should resolve, in advance, any significant questions or disagreements between the contractor and DOE concerning compliance with this clause.

72. DEAR 970.5204-19 PRINTING (APR 1984)

(a) To the extent that duplicating or printing services may be required in the performance of this contract, the Contractor shall provide or secure such services in accordance with the Government Printing and Binding Regulations, Title 44 of the U.S. Code, and DOE Directives relative thereto.

(b) The term "Printing" includes the following processes: composition, platemaking, presswork, binding, microform publishing, or the end items produced by such processes. Provided, however, that

performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.

(c) Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.

(d) In all subcontracts hereunder which require printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations), the Contractor shall include a provision substantially the same as this clause.

73. DEAR 970.5204-21 PROPERTY (APR 1984)

(a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) Title to property. Except as otherwise provided by the contracting officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The contractor shall make such disposition of rejected items as the contracting officer shall direct. Title to other property, the cost of which is reimbursable to the contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(c) Identification. To the extent directed by the contracting officer, the contractor shall identify Government property coming into the contractor's possession or custody, by marking and segregating in such a way, satisfactory to the contracting officer, as shall indicate its ownership by the Government.

(d) Disposition. The contractor shall make such disposition of Government property which has come into the possession or custody of the contractor under this contract as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor may, upon such terms

and conditions as the contracting officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Contracting Officer and the contractor as the fair value thereof. The amount received by the contractor as the result of any disposition, or the agreed fair value of any such property acquired by the contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the contracting officer may direct. Upon completion of the work or the termination of this contract, the contractor shall render an accounting, as prescribed by the contracting officer, of all Government property which had come into the possession or custody of the contractor under this contract.

(e) Protection of Government property-- Classified Materials. The contractor shall take all reasonable precautions, as directed by the contracting officer, or in the absence of such direction in accordance with sound industrial practice, to safeguard and protect government property in the contractor's possession or custody. Special measures shall be taken by the contractor in the protection of and accounting for any classified or special materials involved in the performance of this contract, in accordance with the regulations and requirements of DOE..

(f) Risk of loss of government property. The contractor shall not be liable for loss or destruction or damage to government property in the contractor's possession unless such loss, destruction or damage results from willful misconduct or lack or good faith on the part of the contractor's managerial personnel, or unless such loss, destruction or damage results from a failure on the part of the contractor's managerial personnel to take all reasonable steps to comply with any appropriate written directive of the contracting officer to safeguard such property under paragraph (e) hereof. The term "contractor's managerial personnel" as used herein means the contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of (1) all or substantially all of the contractor's business; or (2) all or substantially all of the contractor's operation at any one plant or separate location at which this contract is being performed; or (3) a separate and complete major industrial operation in connection with the performance of this contract; or (4) a separate and complete major construction, alteration or repair operation in connection with performance of this contract.

(g) Steps to be taken in event of loss. Upon the happening of any loss or destruction of or damage to Government property in the possession or custody of the contractor, the contractor shall immediately inform the contracting officer of the occasion and extent thereof, shall take all reasonable steps to protect the property remaining, and shall repair or replace the lost, destroyed, or damaged property, if and as directed by the contracting officer, but shall take no action prejudicial to the right of the Government to recover therefor and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.

(h) Government property for Government use only. Government property shall be used only for the performance of this contract.

(i) Property Management. The contractor shall maintain and administer a property management system, subject to the approval of the contracting officer, of accounting for and control, utilization, maintenance, repair, protection and preservation of Government property in its possession under the contract. The contractor's property management system shall be maintained and administered in accordance with sound business practice, and in accordance with Department of Energy Property Management Regulations and such directives or instructions which the contracting officer may from time to time prescribe.

74. DEAR 970.5204-22 CONTRACTOR PURCHASING SYSTEM (JUNE 1988)

(a) The Contractor shall develop and implement formal policies, practices and procedures to be used in the award of subcontracts, which purchasing system and methods shall be fully documented and acceptable to DOE, in accordance with the policies set forth in DEAR 970.71. DOE reserves the right at any time to require that the contractor submit for approval any or all purchases under this contract. The Contractor shall not purchase any item or service the purchase of which is expressly prohibited by the written direction of DOE and shall use such special and directed sources as may be expressly required by the DOE contracting officer.

(b) The obligations of the Contractor under paragraph (a) above, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the contractor and shall not bind or purport to bind the Government.

(c) In addition to, and without derogation of any rights under paragraph (a) of this clause and any other provision in this contract, the Contractor shall require all subcontractors to furnish cost or pricing data under those conditions and in accordance with the requirements set forth in FAR 15.804, and shall include in such subcontracts the appropriate clause set forth in 970.520-24 except as otherwise directed or approved by DOE.

(d) Purchase or transfer of equipment, materials, supplies, or services from a contractor-affiliated source shall be treated in accordance with DEAR 970.7105.

(e) Proposed awards to firms or individuals on either the GSA Consolidated List of Debarred, Suspended, and Ineligible Contractors or the DOE Consolidated List of Debarred, Suspended, Ineligible, and Voluntarily Excluded Awardees shall be forwarded to DOE for approval notwithstanding any prior purchasing system acceptance.

(f) The Contractor shall provide advance notice of proposed subcontract awards in accordance with DEAR 970-7109; shall document purchase in writing; and shall establish and maintain subcontract files which present an accurate and adequate record of all purchasing transactions.

75. DEAR 970.5204-23 STATE AND LOCAL TAXES (APR 1984)

(a) The contractor agrees to notify the contracting officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work, any transaction thereunder, or property in the custody or control of the contractor and constituting an allowable item of cost if due and payable, but which the contractor has reason to believe, or the contracting officer has advised the contractor, is or may be inapplicable or invalid; and the contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the Contracting Officer. Any State or Local Tax, fee, or charge paid with the approval of the contracting officer or on the basis of advice from the contracting officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

(b) The contractor agrees to take such action as may be required or approved by the contracting officer to cause any State or Local Tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the contracting officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the contractor. If the contracting officer directs the contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the contractor for a tax, fee, or charge it has refrained from paying in accordance with this clause, the procedures and requirements of the clause entitled "Litigation and Claims" shall apply and the costs and expenses incurred by the contractor shall be allowable items of costs, as provided in this contract, together with the amount of any judgment rendered against the contractor.

(c) The Government shall hold the contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

76. DEAR 970.5204-24 SUBCONTRACTOR COST OR PRICING DATA (APR 1984)

The following clause shall be inserted in all subcontracts where such subcontracts are over $100,000 and any modifications over $100,000, to such subcontracts, even though the original amount of the subcontract is $100,000 or less:

Certified Cost or Pricing Data (APR 1984)

(a) (1) The subcontractor shall require under the situations described in (2) below, unless exempted under the exceptions set forth in (3) below, each sub-subcontractor under this subcontract to submit cost or pricing data and to certify that, to the best of his knowledge and belief, such cost or pricing data are accurate, complete and current.

(2) Except as provided in (3) below, certified cost or pricing data shall be submitted prior to (i) the award of each sub-subcontractor, the price of which is expected to exceed $100,000, and (ii) the negotiation of the price of each change or modification to a subcontract under this sub-subcontract for which the price adjustment is expected to exceed $100,000.

(3) Certified cost or pricing data need not be furnished pursuant to this paragraph (a) where (i) the subcontractor has not been required to furnish cost or pricing data; or (ii) the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or the prices are set by law or regulation; and the subcontractor states in writing the basis for applying this exception.

(4) In submitting the cost or pricing data, the sub-subcontractor shall use the form of certificate set forth in paragraph (b) below and shall certify that the data are accurate, complete, and current. Such certificate and data (actual or identified, as provided in the certificate prescribed below) shall be submitted by sub-subcontractors to the next higher-tier sub-subcontractor or the subcontractor, as applicable, for retention.

(b) The certificates required by this clause shall be in the form set forth below.

Subcontractor's Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is

impracticable (see FAR 15.804-6(d)), to the contractor in support of ----------* are accurate, complete, and current as of ---------**

Firm
Name
Title

Date of execution***

*Identify the proposal, quotation, request for price adjustment, or other submission involved.

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(c) For purposes of verifying that certified cost or pricing data submitted in conjunction with the negotiation of this subcontract change or other modification involving an amount in excess of $100,000 were accurate, complete, and current, DOE shall, until the expiration of 3 years from the date of final payment under this subcontract, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this subcontract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(d) If the original price of this subcontract exceeds $100,000 or the price of any change or other modification to this subcontract is expected to exceed $100,000, the subcontractor agrees to furnish the contractor certified cost or pricing data, using the certificate set forth in paragraph (b) above unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(e) The requirement for submission of certified cost or pricing data with respect to any change or other modification does not apply to any sub-subcontract change or other modification, at any tier, where the subcontract is firm fixed-price or fixed-price with escalation unless such change or other modification result from a change or modification to the subcontract, nor does it apply to a sub-subcontract change or modification, at any tier, where the subcontract is not firm fixed-price or fixed-price with escalation unless the price for such change or other modification becomes reimbursable under the subcontract.

(f) The subcontractor agrees to insert paragraph (c) without change and the substance of paragraphs (a), (b), (d), (e), and (f) of this

clause in each sub-subcontract of $100,000 or less, at the time of making a change or other modification thereto in excess of $100,000.

(g) If the prime contractor determines that any price, including profit or fee, negotiated in connection with this subcontract or any cost reimbursable under this subcontract was increased by any significant sums because the subcontractor, or any sub-subcontractor pursuant to this clause or any sub-subcontract clause herein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in the subcontractor's certificate of current cost or pricing data, then such price or cost shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.

(h) Failure of the contractor and the subcontractor to agree on any of the matters in paragraph (g) above shall be a dispute concerning a question of fact subject to the Disputes provisions of this subcontract.

NOTE.--Since the subcontract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain sub-subcontracts, it is expected that the subcontractor may wish to include a clause in each such sub-subcontract requiring the sub-subcontractor to appropriately indemnify the subcontractor. It is also expected that any sub-subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by its lower-tier sub-subcontractors.

77. DEAR 970.5204-25 WORKMANSHIP AND MATERIALS (APR 1984)

(a) Grade of workmanship and materials. Unless otherwise directed by the contracting officer or expressly provided for by specifications issued under this contract:

(1) All workmanship shall be first class; and

(2) All articles, equipment and materials incorporated in the work are to be:

(i) New and of the most suitable grade of their respective kinds for the purpose;

(ii) In accordance with any applicable drawings and specifications; and

(iii) installed to the satisfaction and with the approval of the contracting officer.

Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the contracting officer shall decide the question of equality.

(b) Samples and test results. If the contracting officer so requires, the contractor shall submit for approval samples of or test results on any materials proposed to be incorporated in the work before making any commitment for the purchase of such materials.

78. DEAR 970.5204-27(b) CONSULTANT OR OTHER COMPARABLE EMPLOYMENT SERVICES (APR 1984)

The contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time annual basis) or part-time (50 percent or more of regular annual compensation received under terms of a contract with DOE) on the contract work to disclose to the contractor all consultant or other comparable employment services which the employees propose to undertake for others. The contractor shall transmit to the contracting officer all information obtained from such disclosures. The contractor will require any employee who will be employed full-time on the contract work to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another DOE contractor in the same or related energy field or another organization except with the prior approval of the contractor. If the contractor believes, with respect to any employee who is employed full-time on the contract work, that any proposed consultant or other comparable employment service for an organization in the atomic energy field other than a DOE cost-type contractor may involve: (1) A rate of remuneration significantly in excess of the employee's regular rate of remuneration; (2) a significant question concerning possible conflict with DOE's policies regarding conduct of employees of DOE's contractors; (3) the contractor's responsibility to report fully and promptly to DOE all significant research and development information; or (4) the patent provisions of the contractor's contract with DOE, the contractor shall obtain the prior approval of the contracting officer for such consultant or other comparable employment service.

79. DEAR 970.5204-28 ASSIGNMENT (APR 1984)

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the contracting officer.

80. DEAR 970.5204-29 PERMITS OR LICENSES (APR 1984)

Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the state, territory, and political subdivision in which the work under this contract is performed.

81. DEAR 970.5204-30 NOTICE OF LABOR DISPUTES (APR 1984)

Whenever an actual or potential labor dispute is delaying or threatening the performance of the work, the contractor shall immediately notify the contracting officer in writing. Such notice shall include all relevant information concerning the dispute and its background.

82. DEAR 970.5204-31 LITIGATION AND CLAIMS (APR 1984) (DEVIATION)

(a) Initiation of litigation. The contractor may, with the prior written authorization of the contracting officer, and shall, upon the request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The contractor shall proceed with such litigation in good faith and as directed from time to time by the contracting officer.

prosecute anti-trust suit + patent infringement suit

(b) Defense and settlement of claims. The contractor shall give the contracting officer immediate notice in writing (1) of any action, including any proceeding before an administrative agency, filed against the contractor arising out of the performance of this

'2) of any claim against the contractor, the cost and allowable under the clause entitled "Allowable ept as otherwise directed by the contracting the contractor shall furnish immediately to the copies of all pertinent papers received by the pect to such action or claim. To the extent not ıy applicable policy of insurance, the contractor acting officer's approval, settle any such action ffect at the contracting officer's request an ibrogation in favor of the Government or all of the hts and claims (except those against the Government) uch action or claim against the contractor, and if contracting officer, shall authorize representatives to settle or defend any such action or claim and contractor in, or to take charge of, any action. or defense of an action or claim against the rtaken by the Government, the contractor shall able assistance in effecting a settlement or

asserting a d se. Where an action against the contractor is not covered by a policy of insurance, the contractor shall, with the approval of the contracting officer, proceed with the defense of the action in good faith and in such event the defense of the action shall be at the expense of the Government, provided, however, that the Government shall not be liable for such expense to the extent that it would have been compensated for by insurance which was required by law or by the written direction of the contracting officer, but which the contractor failed to secure or maintain through its own fault or negligence.

defend anti-trust suit & patent infringement suit

83. DEAR 970.5204-32 REQUIRED BONDS AND INSURANCE--EXCLUSIVE OF GOVERNMENT PROPERTY (COST-TYPE CONTRACTS) (APR 1984)

The contractor shall procure and maintain such bonds and insurance as are required by law or by the written direction of the contracting officer. the terms and conditions of any such bonds and insurance shall conform to the directions of the contracting officer. In view of the provisions of the article entitled "Property" the contractor shall not procure or maintain for its own protection any insurance covering loss or destruction of or damage to Government-owned property.

84. DEAR 970.5204-33(a) PRIORITIES AND ALLOCATIONS (JUNE 1987)

(a) The Contractor shall follow the rules and procedures of the Defense Priorities and Allocations System (DPAS) Regulation (15 CFR Part 350) in obtaining controlled materials and other products and materials needed for contract performance.

85. DEAR 970.5204-38 GOVERNMENT FACILITY SUBCONTRACT APPROVAL (APR 1984)

Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the site. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, on a public building or public work.

86. DEAR 970.5204-42 KEY PERSONNEL (APR 1984)

It having been determined that the employees whose names appear in Appendix D, or persons approved by the contracting officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this contract, the contractor agrees to assign such employees or persons to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the contracting officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the contract, the contractor shall, with the approval of the contracting officer, replace such employee with an employee of substantially equal abilities and qualifications.

87. DEAR 970.5204-43 OTHER GOVERNMENT CONTRACTORS (APR 1984)

The Government may undertake or award contracts for work or services. The contractor agrees to fully cooperate with such other contractors and Government employees and carefully fit its own work to such other work as may be directed by the contracting officer. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

88. DEAR 970.5204-45 TERMINATION (APR 1984)

(a) This contract shall continue until September 30, 1993, unless sooner terminated in accordance with the provisions which follow:

(1) The performance of work under this contract may be terminated by the Government in whole, or from time to time in part, (i) whenever the contractor shall default in performance, and shall fail to cure the fault or failure within such period as the contracting officer may allow after receipt from the contracting officer or a notice specifying the fault or failure, or (ii) whenever, for any reason, the contracting

officer shall determine any such termination is for the best interest of the Government. Termination of the work hereunder shall be effected by delivery of a notice of termination specifying whether termination is for default of the contractor or for the convenience of the Government, the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. Any such termination shall be without prejudice to any claim which either party may have against the other. If, after notice of termination under the provisions of (a)(1)(i) above, it is determined for any reason that the contractor was not in default, such notice of default shall be deemed to have been issued pursuant to (a)(1)(ii) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

(2) Upon receipt of notice of termination, in accordance with (1) above, the contractor shall, to the extent directed in writing by the contracting officer, discontinue the terminated work and the placing of orders for materials, facilities, supplies, and services in connection therewith, and shall proceed, if, and to the extent required by the contracting officer, to cancel promptly and settle with the approval of the contracting officer, existing orders, subcontracts, and commitments insofar as such orders, subcontracts, and commitments pertain to this contract.

(b) Upon the termination of this contract, full and complete settlement of all claims of the contractor and of DOE arising out of this contract shall be made as follows:

(1) The Government shall have the right in its discretion to assume sole responsibility for any or all obligations, commitments, and claims that the contractor may have undertaken or incurred, the cost of which are allowable in accordance with the provisions of this contract; and the contractor shall, as a condition of receiving the payments mentioned in this article, execute and deliver all such papers and; take all such steps as the contracting officer may require for the purpose of fully vesting in the Government any rights and benefits the contractor may have under or in connection with such obligations, commitments, or claims.

(2) The Government shall treat as allowable costs all expenditures made in accordance with and allowable under the clause entitled "Allowable Costs and Fee," not previously so allowed or otherwise credited for work performed prior to the effective date of termination, together with expenditures as may be incurred for a reasonable time thereafter with the approval of, or as directed by, the contracting officer.

(3) The Government shall treat as allowable costs, to the extent not included in (b)(2) above, the costs of settling and paying

claims arising out of the termination of work under orders, subcontracts, and commitments as provided in (a)(2) above.

(4) The Government shall treat as allowable costs the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the termination of the contract and for the termination and settlement of orders and subcontracts thereunder, together with such further expenditures made by the contractor after the date of termination for the protection or disposition of Government property as are approved or required by the contracting officer; provided, however, that if the termination is for default of the contractor, there shall not be included any amount for preparation of the contractor's settlement proposal.

(5) If performance of work under this contract is terminated in whole by the Government, the fee of the contractor shall be prorated to and including the effective date of such termination. In addition, if the termination is for the convenience of the Government, the contractor shall be paid a fixed fee in an amount to be agreed upon as compensation for its services in closing out the work under this contract after the effective date of such termination. The additional fee is to be negotiated as soon as practicable after service of notice of termination, shall take into account the estimate of the cost of the services and managerial effort to be rendered under this clause after the effective date of termination, and shall be provided for in a supplement or amendment to this contract prior to final settlement hereunder. Pending agreement as to the amount of such fee, the contractor shall diligently proceed with the performance of the services required under this clause. No additional fee will be paid if the contract is terminated due to the default of the contractor. In the event of a partial termination by the Government, an equitable adjustment shall be made in the fee if such termination results in a material decrease in the level of the contractor's management effort. Any failure to agree on the right to or the amount of any adjustment shall be deemed a dispute within the purview of the clause hereof entitled "Disputes."

(6) The obligation of the government to make any of the payments required by this clause or any other provisions of this contract shall be subject to any unsettled claims in connection with this contract which the Government may have against the contractor.

(c) Prior to final settlement, the contractor shall furnish a release as required in the clause entitled "Payments and Advances" and account for Government-owned property as may be required by the contracting officer; provided, however, that unless the contracting officer requires an inventory, the maintenance and disposition of the records of Government-owned property in accordance with the clause entitled "Accounts, Records and Inspection" shall be accepted by the

contracting officer as full compliance with all requirements of this contract pertaining to an accounting for such property.

89. DEAR 952.227-78 RIGHTS IN TECHNICAL DATA - FACILITY (MAY 1988)

(a) Definitions.

(1) "Technical data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design-type documents, or computer software (including computer programs, computer software data bases and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information, Technical data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

(2) "Proprietary data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) "Unlimited rights" means rights to use duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) Allocation of rights.

(1) The Government shall have:

(i) Ownership in all technical data first produced in the performance of the contracts;

(ii) The right to inspect technical data first produced or specifically used in the performance of the contract at all reasonable times (for which inspection the proper

facilities shall be afforded DOE by the contractor and its subcontractors);

(iii) The right to have all technical data first produced or specifically used in the performance of the contract delivered to the Government or otherwise disposed of by the contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this contract, provided that nothing contained in this paragraph shall require the contractor to actually deliver any technical data, the delivery of which is excused by this Rights in Technical Data clause;

(iv) Unlimited rights in technical data specifically used in the performance of this contract, except technical data pertaining to items of standard commercial design; the contractor agrees to leave a copy of such technical data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer; provided, that if such data are proprietary, the rights of the Government in such data shall be governed solely by the provisions of optional paragraph (e) hereof-"Limited Rights in Proprietary Data;"

(v) The right to remove, cancel, correct, or ignore any marking not authorized by the terms of this contract on any technical data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the contractor of the action taken.

(2) The contractor shall have:

(i) The right to withhold its proprietary data in accordance with the provisions of this clause; and

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract, provided the data requirements of this contract have been met as of the date of the private use of such data. The contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the contractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the contracting officer.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(c) Copyrighted material (other than computer software).

(1) The contractor may establish, without prior approval of the contracting officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract, and published in academic, technical or professional journals, symposia proceedings or similar works. When claim to copyright is made, the contractor shall affix the applicable copyright notice of 17 USC 401 or 402 and acknowledgment of Government sponsorship (including contract number) in the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. copyright Office. The contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(2) The contractor agrees not to include in the technical data delivered under the contract any material copyrighted by the contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) above. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the contracting officer to include such material in the technical data prior to its delivery.

(d) Copyrighted material (computer software).

(1) The contractor shall have the right to establish claim to copyright in computer software first produced by the contractor in performance of the contract subject to the following:

(i) Notification by Contractor of Its Intent to Copyright.

(A) The contractor shall notify the Patent Counsel in writing (3 copies) of its intent to copyright computer software pursuant to this clause. Each notification by the contractor to be complete must identify (1) the subject computer software by name and function, (2) the program under which it was funded, (3) whether the data is subject to an international treaty or agreement, (4) whether data

is subject to export control, (5) the contractor's plans for commercializing the software including the information of paragraph (iii)(I) herein, and (6) whether the contractor elects to retain copyright subject to a broad or limited Government license pursuant to paragraph (iii)(C). For software that is developed using other funding sources in addition to DOE funding, approval of release to secure statutory copyright protection in accordance with this clause must also be obtained by the contractor from all other funding sources prior to the contractor's notification to the Patent counsel. Such notification shall include the contractor's certification or other documentation acceptable to the Patent Counsel demonstrating such approval has been obtained.

(B) The right of the contractor to establish a claim to statutory copyright in excepted categories of computer software as determined by DOE is expressly withheld. Such excepted categories currently include computer software whose release (1) would be detrimental to national security, i.e., involves classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or is subject to export control for nonproliferation and other nuclear-related national security purposes, (2) would not enhance the appropriate transfer or dissemination and commercialization of such software, (3) would have a negative impact on U.S. industrial competitiveness, or (4) would prevent DOE from meeting its obligations under international treaties and agreements. Where computer software is determined to be under an export control restriction, the contractor may still secure copyrights to such restricted computer software for purposes of limited commercialization within the constraints provided by the export control authorities subject to the provisions of this clause. However, notwithstanding any other provisions of this contract, all computer software packages developed with Naval Reactors funding and those that are classified fall within the above excepted categories and the right to copyright will not be granted by DOE. Additionally, the right of the contractor to establish a claim to statutory copyright in computer software is subject to the disposition of data rights in the treaties and international agreements identified under this contract as well as those additional treaties and international agreements which DOE may from time to time identify by unilateral amendment to the contract pursuant to (insert ref. to patents

Typo

article); such added treaties are effective only for software for which notification of intent to copyright is made after the date of such amendment.

(ii) DOE Review and Response to Contractor's Notification.

(A) The Patent Counsel shall respond in writing within 90 days of receipt of a complete notification by the contractor of its intent to copyright computer software pursuant to this clause. Such response shall indicate whether the software falls within one or more of the excepted categories preventing the Contractor from claiming copyright in the software, release the right to assert copyright in the software to the contractor, or advise the contractor that DOE needs additional time to respond and the reasons therefor. The 90-day period for DOE to respond shall not begin until DOE has received a complete notification from the contractor addressing each of the factors enumerated in paragraph (i)(A) above.

(B) If the Patent Counsel does not respond or request additional time within the foregoing time period, the contractor may then establish claim to copyright, except that for software funded by Defense Programs, Civilian Radioactive Waste Management and Nuclear Energy Programs, the contractor shall not proceed to establish copyright protection or begin licensing the software before receiving the Patent Counsel's written response that the software does not fall within an excepted category.

(iii) Releasing the Right to Copyright Computer Software to the Contractor.

(A) The Contractor shall furnish: (1) the source code for each software program released in printed and machine readable form and, (2) at least the minimum documentation needed by a technically competent user to understand and use the software, to the National Energy Software Center (NESC) at the time claim to copyright can be established under paragraph (ii)(B) above. The contractor shall also send to NESC copies of all related additional material (updates, additional documentation) and of all derivative works created by the contractor under its contract or furnished to the Contractor by licensees pursuant to paragraph J below, upon creation or receipt. Contractor acknowledges that NESC may provide a technical description of the software in an announcement identifying its availability from the copyright holder, and NESC may provide a copy of the

printed version of the basic program for licensing in accordance with subparagraph (D) below with contractor's copyright notice when requested to do so by another party.

(B) The software shall normally be licensed to the user public on a nonexclusive basis. The contractor may exclusively license or assign the software to a software distribution organization which will be subject to those same conditions. Any other situations in which some form of exclusivity may be justified, such as where the software is used with licensed patented processes or equipment, shall be approved in advance by the Assistant General counsel for Patents.

(C) At the time of notification of intent to establish claim to copyright, the contractor shall elect whether to retain copyright subject to:

(a) a broad Government license as follows:

The Government retains for itself and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license to reproduce, distribute to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so; or

(b) a limited Government license as follows:

The Government retains a paid-up, nonexclusive, irrevocable worldwide license to reproduce, prepare derivative works, perform publicly and display publicly by or for the Government, including the right to distribute to other Government contractors.

(D) With respect to the printed version of the basic program, the Government retains a paid-up, nonexclusive, irrevocable worldwide license to reproduce and distribute to the public human readable copies only and to permit others to do so. The rights of the recipient shall be those of a licensee only and ownership of any copies of the program shall remain the property of the Government. The recipient-licensee shall not reproduce or make copies of the program or authorize others to do so.

(E) If the limited Government license is elected, it shall revert to the broad Government license after a period of one year from the time claim to copyright can be established under paragraph (C)(b) above if DOE determines that the contractor has not taken

reasonable steps to actively seek licenses of the software or two years from the time claim to copyright can be established under paragraph (C)(b) above if DOE determines the contractor has not licensed the software. The contractor shall provide the contracting officer with a report of its licensing efforts in accordance with this paragraph at the expiration of said one and two year periods, respectively, unless otherwise provided by the contracting officer. Failure to provide these reports will be considered as acknowledgment by the contractor of license reversion.

(F) If the limited Government license is elected, the software shall be offered to the user public at a reasonable license royalty rate established to ensure widespread commercialization and substantial dissemination of the software. In establishing the reasonable royalty, the contractor may take cognizance of the rate based on recovery of full cost of materials and services as set forth in 10 CFR 1009. The contractor may include the cost (including Government and private costs) of writing, testing, debugging and validating experimentally or otherwise the computer program and enhancements thereto, writing the documentation, compiling and entering data bases, and licensing the software.

(G) Whenever the contractor is permitted to establish claim to copyright in software, the contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and also an acknowledgment of Government sponsorship and license rights on each software package and derivative work. Such action shall be taken when the software is delivered to the Government, published, licensed, or deposited for registration as a published work is the U.S. Copyright Office. The acknowledgement of Government sponsorship and license rights shall be as follows:

> This material resulted from work developed under a Government contract and is subject to the following license: (insert license elected under para. (iii)(c)(a) or para. (iii)(c)(b) above, when applicable). Neither the United States nor the United States Department of Energy, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

(H) The contractor shall use copyright license terms and conditions which are consistent with this contract clause and shall make the basic terms and conditions, exclusive of matters considered by the licensee to be business and financial information which is considered to be privileged, available to Patent Counsel upon request.

(I) The commercialization plan submitted by the contractor should identify whether derivative works will result from commercialization and who will control such works, who will maintain the software, and who will provide the funding for any of these activities. The plan should also identify, when appropriate, whether any reduced licensing fees or other consideration is factored into the proposed arrangements and the impact of the proposed license arrangements upon U.S. industrial competitiveness. Appropriate consideration should be given to licensing the software in a manner which will benefit U.S. industry.

(J) The contractor should include in its licensing agreements a limited Government license right as described above for enhancements, derivative works and documentation developed at private expense where (1) the costs incurred by the Government in developing the software are substantial compared to that incurred by the licensee or contractor at private expense and (2) the intended use by the Government or its contractors is sufficient to warrant such rights. Further, the licensing agreement shall provide that the Secretary may require the contractor, assignee, or exclusive licensee of the copyrighted software to grant a nonexclusive, partially exclusive, or exclusive license to to a responsible applicant upon terms that are reasonable under the circumstances, and, if the contractor, assignee, or exclusive licensee fails to grant such a license the Secretary may grant the license, if the Secretary determines the action is necessary:

(a) Because the contractor, assignee or exclusive licensee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the copyrighted software;

(b) To alleviate health, safety, or energy needs that are not reasonably satisfied by the contractor, assignee, or exclusive licensee; and

(c) To meet requirement for public use specified by Federal regulations and the requirements are not reasonably satisfied by the contractor, assignee, or exclusive licensee.

(K) No costs under this contract are allowable as direct or indirect costs for the preparation, filing or prosecution of copyright applications or the payment of related fees or licensing and marketing costs where the contractor establishes claim to copyright in computer software pursuant to this clause except as may be otherwise provided in this paragraph. Nor shall any costs be allowable for maintenance of the copyrighted software, except as expressly provided for in writing by the contracting officer. The contractor may use its net royalty income to effect such maintenance costs.

(L) At the termination or expiration of this contract, the following terms and conditions shall apply to copyrights for computer software and licenses and royalties generated therefrom:

(a) For any license executed prior to termination or expiration of this contract for copyrighted software, the distribution of net royalties or income therefrom shall remain the same as prior to contract termination or expiration and shall continue for the duration of such license. The percentage of such royalties or income being used at the Facility shall go to the successor contractor at the Facility pursuant to its contract or, in the absence of a successor contractor, to such other entity designated by the Government.

(b) For any assignment executed to a party other than an affiliate of the contractor, prior to termination or expiration of this contract, for copyrighted software, the distribution of net royalties or income therefrom shall remain as prior to contract termination or expiration and shall continue for the duration of such assignment. The percentage of such royalties or income being used at the Facility shall go to the successor contractor at the Facility for use at the Facility pursuant to its contract or, in the absence of a successor contractor, to such other entity designated by the Government.

(c) Where title to a copyright for computer software has been retained by the contractor or an affiliate of the contractor, the contractor

and Government shall enter negotiations prior to such termination or expiration with respect to retentions of the title to the copyright by the contractor or its affiliate or transfer of such title to DOE or the successor contractor operator of the Facility depending on whether commercialization of the software is being performed principally by the contractor or affiliate at the Facility or at a separate location. Such negotiations shall also consider the equities of the parties with respect to each copyright and shall take into consideration the presence of private investment, potential commercial use, assumption of copyright related liabilities, effective technology transfer and the need to market the technology.

(d) Where title to a copyright for computer software is to be retained by the contractor or its affiliate subsequent to termination or expiration of the contract, the contractor and the Government shall enter negotiations prior to such termination or expiration with respect to net royalties or income generated from assignments or licenses of such copyright effected subsequent to termination or expiration of the contract and the distribution thereof between the contractor and successor contractor at the Facility for use at the Facility pursuant to its contract or, in the absence of a successor contractor, to such other entity designated by the Government. Such negotiations shall consider the equities of the parties and other conditions as set forth in paragraph (c) above. However, the net royalty or income distribution to the Facility for use by a successor contractor or other Government-designated entity shall in no event be less than twenty-five percent (25%) of such net royalties or income.

(M) Five percent (5%) of gross royalty revenues will be set aside for DOE use or for third party use at the direction of the contracting officer during the five years following each election by the contractor to assert copyright in computer software. Unless otherwise instructed by the contracting officer, the 5% royalty revenues shall be made payable quarterly to the National Energy Software Center and sent to the Director, National Energy Software Center, 9700 South Cass Avenue, Argonne, Illinois 60439. The contracting

officer shall be notified when such payments are made. Additionally, at least fifty-one percent (51%) of the net royalty revenues shall be used at the Facility by the contractor for scientific research, development and educational purposes.

Under the authority of Section 646(a) of the DOE Organization Act, the contractor and DOE hereby agree to cooperatively establish and co-fund a program of technology transfer consistent with this and other articles of this contract. DOE's contributions to this program is the allowable costs for overall technology transfer activities. The contractor's contribution to this program shall be derived from royalties received. Further, it is understood that the contractor may under the authority of Section 646(a) of the DOE organization Act, utilize its royalty funds in other cooperative agreements with DOE for scientific research, development and education purposes. However, under no circumstances shall the royalties be used for the augmentation of general DOE program funds.

The contractor shall include as a part of its annual Facility Institutional Plan or other annual document an auditable detailed plan setting out those uses to which such royalty funds will be applied at the Facility and, detailed statement of how the funds were actually used. Such uses shall be consistent with the mission and objectives of the Facility and shall be subject to prior DOE approval. The contractor's use of the royalties shall be evaluated as part of the annual appraisal process.

For purposes of this clause, net royalty revenues comprise gross royalty revenues or its equivalent less licensing costs, awards to software creators, the cost of modifications to the software made at private expense and any costs of software support of maintenance services furnished licensees, if separately itemized and accounted for. Upon payment of the foregoing, any remaining income from licensing may be considered the property of the contractor.

In the event of termination or expiration of this contract, any unexpended balance of net royalties received for use at the Facility

shall be transferred, at DOE's request to a successor contractor, or in the absence of a successor contractor, to such other entity designated by the Government.

(N) The contractor may establish, subject to the approval of the contracting officer, a policy for the sharing of royalties with creators of computer software, principally based on gross revenues.

Where the contractor has a corporate policy for incentive awards including sharing royalties with software creators or the contractor is a subsidiary or affiliate and its parent corporation has an incentive and royalty sharing policy, the corporate sharing policy may be approved by the contracting officer for use at the Facility.

Whenever any annual incentive awards or annual royalty to a software creator exceeds ten percent (10%) of the software creator's annual base salary, the contractor shall:

(a) Identify all such software creators to the contracting officer.

(b) Provide an accounting of time spent by each such creator on private consultations, work for others projects and DOE mission work.

(c) Provide a revview of DOE mission work and ensure that no conflict or apparent conflict of interest exists with respect thereto for such creators.

(O) The contractor will develop administrative procedures to avoid actual or apparent conflicts of interest relating to the contractor's claims to copyrights in computer software. Such procedures shall be substantially the same as those for subject inventions elected by the contractor pursuant to the Patent Rights article of this contract, and, further, shall include procedures to insure compliance with DOE orders covering scientific and technical computer software pertaining to unclassified scientific, technical, and technology-related computer software programs developed for or on behalf of DOE. Such administrative procedures are subject to approval of the contracting officer,

who may request a report of such procedures not more than annually.

(P) The contractor may assert and establish a trademark or service mark incorporating and identifying name developed under this contract for computer software copyrighted pursuant to this clause on the same terms and conditions as set forth for establishing and maintaining claim to copyright.

(Q) The extent of dissemination and commercialization of release copyrighted software achieved by the contractor will be evaluated as part of the annual appraisal process.

(2) The contractor agrees not to include in the technical data delivered under the contract any material copyrighted by the contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d)(1) above. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the contracting officer to include such material in the technical data prior to its delivery.

(e) Subcontracting.

(1) Unless otherwise directed by the contracting officer, the contractor agrees to use in subcontracts having as a purpose the conduct of research, development, and demonstration work or in subcontracts for supplies, the contractor clause provisions in 48 CFR 952.227-75 in accordance with the policy and procedures of 48 CFR 927.402-1, 927.402-2 and 927.402-3.

(2) It is the responsibility of the contractor to obtain from its subcontractors technical data and rights therein, on behalf of the Government, necessary to fulfill the contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the contractor shall:

(i) Promptly submit written notice to the contracting officer setting forth reason for the subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Not proceed with the subcontract without the written authorization of the Contracting Officer.

90. DOE PR 9-9.110(c) REPORTING OF ROYALTIES (JUN 1979)

If this contract is in an amount which exceeds $10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the Contractor agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this contract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

91. DOE PR 9-9.102-2 AUTHORIZATION AND CONSENT (JUN 1979)

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts).

92. DOE PR 9-9.104 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 1979)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish, to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

93. PATENT RIGHTS

(a) Definitions.

(1) "Subject Invention" means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented under the Patent Laws of the United States of America or any foreign country.

(2) "Contract" means any contract, grant, agreement, understanding, or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.

(3) "States and domestic municipal governments" means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivision and agencies thereof.

(4) "Government agency" includes an executive department, independent commission, board, office, agency, administration, authority, Government corporation, or other Government establishment of the Executive Branch of the Government of the United States of America.

(5) "To the point of practical application" means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.

(6) "Patent Counsel" means the Department of Energy Patent Counsel assisting the procuring activity.

(b) Allocation of principal rights.

(1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Contractor under paragraphs (b)(2) and (c) of this clause.

(2) Greater rights determinations. The Contractor or the employee-inventor with authorization of the Contractor may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (c) of this clause on identified inventions in accordance with 41 CFR 9-9.109-6(d). Such requests must be submitted to Patent Counsel (with

notification by Patent Counsel to the Contracting Officer) at the time of the first disclosure pursuant to paragraph (e)(2) of this clause, or not later than 9 months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Contractor.

(c) Minimum rights to the Contractor.

(1) The Contractor reserves a revocable, non-exclusive, paid-up license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title, and the Contractor may reserve upon request a revocable, nonexclusive paid-up license in any other patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. The license shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) Revocation limitations. The Contractor's nonexclusive license retained pursuant to paragraph (c)(1) of this clause and sublicenses granted thereunder may be revoked or modified by DOE, either in whole or in part, only to the extent necessary to achieve expeditious practical application of the Subject Invention under DOE's published licensing regulations (10 CFR 781), and only to the extent an exclusive license is actually granted. This license shall not be revoked in that field of use and/or the geographical areas in which the Contractor, or its sublicensee, has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public, or is expected to do so within a reasonable time.

(3) Revocation procedures. Before modification or revocation of the license or sublicense, pursuant to paragraph (c)(2) of this clause, DOE shall furnish the Contractor a written notice of its intention to modify or revoke the license and any sublicense thereunder, and the Contractor shall be allowed 30 days, or such longer period as may be authorized by the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Contractor, after such notice to show cause why the license or any sublicense should not be modified or revoked. The Contractor shall have the right to appeal, in accordance with 10 CFR 781, any decision concerning the modification or revocation of his license or any sublicense.

(4) Foreign patent rights. Upon written request to Patent Counsel (with notification by Patent Counsel to the Contracting Officer), and subject to DOE security regulations and requirements, there shall be reserved to the Contractor, or the employee-inventor with authorization of the Contractor, the patent rights to a Subject Invention in any foreign country where the Government has elected not to secure such rights provided:

(i) The recipient of such rights, when specifically requested by DOE and three years after issuance of a foreign patent disclosing said Subject Invention, shall furnish DOE a report setting forth:

(A) The commercial use that is being made, or is intended to be made, of said invention, and

(B) The steps taken to bring the invention to the point of practical application or to make the invention available for licensing.

(ii) The Government shall retain at least an irrevocable, nonexclusive, paid-up license to make, use, and sell the invention throughout the world by or on behalf of the Government (including any Government agency) and States and domestic municipal governments, unless the Secretary or his designee determines that it would not be in the public interest to acquire the license for the States and domestic municipal governments.

(iii) Subject to the rights granted in (c)(1), (2) and (3) of this clause, the Secretary or his designee shall have the right to terminate the foreign patent rights granted to this paragraph (c)(4) in whole or in part unless the recipient of such rights demonstrates to the satisfaction of the Secretary or his designee that effective steps necessary to accomplish substantial utilization of the invention have been taken or within a reasonable time will be taken.

(iv) Subject to the rights granted in (c)(1), (2), and (3) of this clause, the Secretary or designee shall have the right, commencing four years after foreign patent rights are accorded under this paragraph (c)(4) to require the granting of a nonexclusive or partially exclusive license to a responsible applicant or applicants, upon terms reasonable under the circumstances and in appropriate circumstances to terminate said foreign patent rights in whole or in part, following a hearing upon notice thereof to the public, upon a petition by an interested person justifying such hearing:

(A) If the Secretary or designee determines, upon review of such material as he deems relevant, and

after the recipient of such rights, or other interested person, has had the opportunity to provide such relevant and material information as the Secretary or designee may require, that such foreign patent rights have tended substantially to lessen competition or to result in undue market concentration in any section of the United States in any line of commerce to which the technology relates; or

(B) Unless the recipient of such rights demonstrates to the satisfaction of the Secretary or designee at such hearing that the recipient has taken effective steps, or within a reasonable time thereafter is expected to take such steps, necessary to accomplish substantial utilization of the invention.

(d) Filing of patent applications.

(1) With respect to each Subject Invention in which the Contractor or the inventor requests foreign patent rights in accordance with paragraph (c)(4) of this clause, a request may also be made for the right to file and prosecute the U.S. application on behalf of the U.S. Government. If such request is granted, the Contractor or inventor shall file a domestic patent application on the invention within 6 months after the request for foreign patent rights is granted, or such longer period of time as may be approved by the Patent Counsel for good cause shown in writing by the requestor. With respect to the invention, the requestor shall promptly notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) of any decision not to file an application.

(2) For each Subject Invention on which a domestic patent application is filed by the Contractor or inventor, the Contractor or inventor shall:

(i) Within 2 months after the filing or within 2 months after submission of the invention disclosure if the patent application previously has been filed, deliver to the Patent Counsel a copy of the application as filed including the filing date and serial number;

(ii) Within 6 months after filing the application or within 6 months after submitting the invention disclosure if the application has been filed previously, deliver to the Patent Counsel a duly executed and approved Assignment to the Government on a form specified by the Government;

(iii) Provide the Patent Counsel with the original patent grant promptly after a patent is issued on the application; and

(iv) Not less than 30 days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the Patent Counsel of any decision not to continue prosecution of the application.

(3) With respect to each Subject Invention in which the Contractor or inventor has requested foreign patent rights, the Contractor or inventor shall file a patent application on the invention in each foreign country in which such request is granted in accordance with applicable statutes and regulations and within one of the following periods:

(i) Eight months from the date of filing a corresponding United States application, or if such an application is not filed, six months from the date of the request was granted;

(ii) Six months from the date a license is granted by the Commissioner of Patents and Trademarks to file the foreign patent application where such filing has been prohibited by security reasons; or

(iii) Such longer periods as may be approved by the Patent Counsel for good cause shown in writing by the Contractor or inventor.

(4) Subject to the license specified in paragraphs (c)(1), (2) and (3) of this clause, the Contractor or inventor agrees to convey to the Government, upon request, the entire right, title, and interest in any foreign country in which the Contractor or inventor fails to have a patent application filed in accordance with paragraph (d)(3) of this clause, or decides not to continue prosecution or to pay any maintenance fees covering the invention. To avoid forfeiture of the patent application or patent, the Contractor or inventor shall, not less than 60 days before the expiration period for any action required by any Patent office, notify the Patent Counsel of such failure or decision, and deliver to the Patent Counsel the executed instruments necessary for the conveyance specified in this paragraph.

(e) Invention identification, disclosures and reports.

(1) The Contractor shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. These procedures shall include the maintenance of laboratory notebooks or equivalent records and any other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of Subject Inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these

procedures so that he may evaluate and determine their effectiveness.

(2) The Contractor shall furnish the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) on a DOE-approved form:

(i) A written report containing full and complete technical information concerning each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of or under this contract, but in any event prior to any sale, public use or public disclosure of such invention known to the Contractor. The report shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention. The report should also include any request for foreign patent rights under paragraph (c)(4) of this clause and any request to file a domestic patent application under (d)(1) of this clause. However, such requests shall be made within the period set forth in paragraph (b)(2) of this clause. When an invention is reported under this paragraph (e)(2)(i), it shall be presumed to have been conceived or first actually reduced to practice in the course of or under the contract, unless the Contractor contends it was not so made in accordance with paragraph (g)(2)(ii) of this clause.

(ii) Upon request, but not more than annually, interim reports on a DOE-approved form listing Subject Inventions and subcontracts awarded containing a Patent Rights clause for that period and certifying that:

(A) The Contractor's procedures for identifying and disclosing Subject Inventions as required by this paragraph (e) have been followed throughout the reporting period;

(B) All Subject inventions have been disclosed or that there are no such inventions; and

(C) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.

(iii) A final report on a DOE-approved form within three months after completion of the contract work listing all Subject Inventions and all subcontracts awarded containing a Patent Rights clause and certifying that:

(A) All Subject Inventions have been disclosed or that there were no such inventions; and

(B) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.

(3) The Contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons in its employ who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.

(4) The Contractor agrees that the Government may duplicate and disclose Subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause. If the Contractor is to file a foreign patent application on a Subject Invention, the Government agrees, upon written request, to use its best efforts to withhold publication of such invention disclosures until the expiration of the time period specified in paragraph (d)(1) of this clause, but in no event shall the Government or its employees be liable for any publication thereof.

(f) Publication. It is recognized that during the course of the work under this contract, the Contractor or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the Contractor, patent approval for release or publication shall be secured from Patent Counsel prior to any such release or publication.

(g) Forfeiture of rights in unreported subject inventions

(1) The Contractor shall forfeit to the Government, at the request of the Head of the Agency or designee, all rights in any Subject Invention which the Contractor fails to report to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) within 6 months after the time the Contractor:

(i) Files or causes to be filed a United States or foreign patent application thereon; or

(ii) Submits the final report required by paragraph (e)(2)(iii) of this clause, whichever is later.

(2) However, the Contractor shall not forfeit rights in a Subject Invention if, within the time specified in (1)(i) or (1)(ii) of this paragraph (g), the Contractor:

(i) Prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract and delivers the same with the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

(ii) Contending that the invention is not a Subject Invention, the Contractor nevertheless discloses the invention and all facts pertinent to this contention to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

(iii) Establishes that the failure to disclose did not result from the Contractor's fault or negligence.

(3) Pending written assignment of the patent applications and patents on a Subject Invention determined by the Head of the Agency or designee to be forfeited (such determination to be a final decision under the Disputes Clause of this contract), the Contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph (g) shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to Subject Inventions.

(h) Examination of records relating to inventions

(1) The Contracting Officer or authorized representative, until the expiration of 3 years after final payment under this contract, shall have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor which the Contracting Officer or authorized representative reasonably deem pertinent to the discovery or identification of Subject Inventions or to determine compliance with requirements of this clause.

(2) The Contracting Officer or authorized representative shall have the right to examine all books (including laboratory notebooks), records and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether any such inventions are Subject Inventions, if the Contractor refuses or fails to:

(i) Establish the procedures of paragraph (e)(1) of this clause; or

(ii) Maintain and follow such procedures; or

(iii) Correct or eliminate and material deficiency in the procedures within thirty days after the Contracting Officer notifies the Contractor of such a deficiency.

(i) Withholding of payment (Not applicable to subcontracts).

(1) Any time before final payment of the amount of this contract, the Contracting Officer may, if he deems such action warranted, withhold payment until a reserve not exceeding $50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if in his opinion the Contractor fails to:

(i) Establish, maintain and follow effective procedures for identifying and disclosing Subject Inventions pursuant to paragraph (e)(1) of this clause; or

(ii) Disclose any Subject Invention pursuant to paragraph (e)(2)(i) of this clause; or

(iii) Deliver the interim reports pursuant to paragraph (e)(2)(ii) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (j)(5) of this clause; or

(v) Convey to the Government on a DOE-approved form the title and/or rights of the Government in each Subject Invention as required by this clause.

(2) The reserve of balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made by the Contracting Officer before the Contractor delivers to Patent Counsel all disclosures of Subject Inventions and other information required by (e)(2)(i) of this clause, the final report required by (e)(2)(iii) of this clause, and Patent Counsel has issued a patent clearance certification to the Contracting Officer.

(4) The Contracting Officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the Contractor is a nonprofit organization, the maximum amount that may be withheld under this paragraph shall not exceed $50,000 or 1 percent of the amount of this contract, whichever is less. No amount shall be withheld under this paragraph while the amount specified in this paragraph is being withheld under other provisions of the contract. The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the Government under this contract.

(j) Subcontracts.

(1) For the purpose of this paragraph the term "Contractor" means the party awarding a subcontract and the term "Subcontractor" means the party being awarded a subcontract, regardless of tier.

(2) Unless otherwise authorized or directed by the Contracting Officer, the Contractor will include the clause ("Patent Rights - Small Business Firms or Nonprofit Organizations"), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work to be performed in the United States by a small business firm or a nonprofit organization. In all other subcontracts regardless of tier, for experimental, developmental, demonstration, or research work, the Contractor will include the Patent Rights clause of 41 C.F.R. Section 9-9.107-5(a) or 41 C.F.R. Section 9-9.107-6 as appropriate, modified to identify the parties. In the event of a refusal by a subcontractor to accept this clause, or if in the opinion of the Contractor this clause is inconsistent with DOE's patent policies, the Contractor:

(i) Shall promptly submit written notice to the Contracting Officer setting forth reasons for the Subcontractor refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(3) Except as may be otherwise provided in this clause, the Contractor shall not, in any subcontract or by using a subcontract as consideration therefor, acquire any rights in its subcontractor's Subject Invention for the Contractor's own use (as distinguished from such rights as may be required solely to fulfill the Contractor's contract obligations to the Government in the performance of this contract).

(4) All invention disclosures, reports, instruments, and other information required to be furnished by the Subcontractor to DOE, under the provisions of a Patent Rights clause in any subcontract hereunder may, in the discretion of the Contracting Officer, be furnished to the Contractor for transmission to DOE.

(5) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the Subcontractor, the work to be performed under the subcontract, and the dates of award, and estimated completion. Upon the request of the Contracting Officer, the Contractor shall furnish him a copy of the subcontract.

(6) The Contractor shall identify all Subject Inventions of the Subcontractor of which it acquires knowledge in the performance of this contract and shall notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) promptly upon the identification of the inventions.

(7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in Subject Inventions, and the Contractor hereby assigns to the Government all rights that the Contractor would have to enforce the Subcontractor's obligations for the benefit of the Government with respect to Subject Inventions. The Contractor shall not be obligated to enforce the agreements of any Subcontractor hereunder relating to the obligations of the Subcontractor to the Government regarding Subject Inventions.

(k) Background Patents.

(1) "Background Patent" means a domestic patent covering an invention or discovery which is not a Subject Invention and which is owned or controlled by the Contractor at any time through the completion of this contract:

(i) Which the Contractor, but not the Government, has the right to license to others without obligation to pay royalties thereon; and

(ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

(2) The Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive, license under any Background Patent for purposes of practicing technology in the same field in which the technology was developed in the performance of research, development, or demonstration work under the contract by or for the Government in research, development, and demonstration work only.

(3) The Contractor also agrees that upon written application by the DOE, it will grant to responsible parties for purposes of practicing technology in the same field in which the technology was developed in the performance of research, development or demonstration work under the contract nonexclusive licenses under any Background Patent on terms that are reasonable under the circumstances. If, however, the Contractor believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to DOE for DOE approval of such licensing by the Contractor.

(4) Notwithstanding the foregoing paragraph (k)(3), the Contractor shall not be obligated to license any Background Patent if the Contractor demonstrates to the satisfaction of the Head of the Agency or designee that:

(i) A competitive alternative to the subject matter covered by said Background Patent is commercially available or readily introducible from one or more other sources; or

(ii) The Contractor or its licensees are supplying the subject matter covered by said Background Patent in sufficient quantity and at reasonable prices to satisfy market needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(l) Atomic Energy.

(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Except as otherwise authorized in writing by the Contracting Officer, the Contractor will obtain patent agreements to effectuate the provisions of paragraph (l)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(m) Limitation of rights. Nothing contained in this patent rights clause shall be deemed to give the Government any rights with respect to any invention other than a subject invention except as set forth in the Patent Rights clause of this contract with respect to background patents and the facilities license.

(n) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor, which are owned or controlled by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or to have practices by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the

enforceability, validity or scope of, or title to, any rights or patents herein licensed.

94. NONLIABILITY - COST ACCOUNTING STANDARDS

Reference is made to the clause entitled "Cost Accounting Standards." Notwithstanding the provisions of that clause, the Contractor shall not be liable to the Government for any increased costs or interest thereon, resulting from any failure of the Contractor, with respect to activities carried on at the site of the work, to comply with said clause; provided, the Contractor is in compliance with DOE accounting practices and procedures. The contractor also shall not be liable to the Government for any increased costs or interest of a subcontractor who fails to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause; provided, that the Contractor shall include in each covered subcontract a clause making the subcontractor liable for any increased costs or interest thereon resulting from any failure of the subcontractor to comply with prescribed standards or disclosed practices.

95. RELATIONSHIP TO PRECEDING CONTRACTUAL ARRANGEMENTS

The work under this Contract and Contract No. DE-AM03-76SF00701 involves in part the continuation of work commenced and performed under a preceding Contract between the parties designated as Contract No. AT(11-1)-GEN-8. It is agreed that the work performed under said Contract No. AT(11-1)-GEN-8 prior to October 1, 1966 shall be governed by the terms of the said Contract No. AT(11-1)-GEN-8, except as may otherwise be agreed in writing of the same or subsequent date. Unless otherwise agreed, all property, materials, subcontracts, and data generated or acquired under Contract No. AT(11-I)-GEN-8 shall be deemed transferred to this Contract or Contract No. DE-AM03-76SF00701, as the parties may agree, for use thereunder.

96. SPECIAL PROPERTY PROVISIONS

(a) Santa Susana Triangle Site. It is recognized that pursuant to the terms and conditions of Contract No. AT(04-3)-49 between the parties hereto, the Contractor made a substantial contribution to the cost of carrying on the work under said Contract, and that part of said contribution was represented by certain property, real and personal, title to which remained in the Contractor, located at the site known as the Santa Susana Triangle. Under said Contract No. AT(04-3)-49 and subsequently under Contract No. AT-11-1-GEN-8 between the parties and prior modifications of this Contract No. DE-AC03-76SF00700, the Government had an option to purchase the site known as the Santa Susana Triangle and Contractor-owned facilities and improvements located thereon. The boundaries of the Santa Susana Triangle site have been changed from time to time by agreement of the parties.

(b) The "Site". The term "Site" as used in this clause is defined as the land described in Appendix B and all Contractor-owned facilities and improvements located thereon constituting real property and all

Contractor personal property used by the Contractor in support of the operation of said facilities and improvements as of the date of expiration or termination of this Contract, except such Contractor personal property as Contractor may elect to remove with the consent of the Government.

(c) Government's Option to Purchase Contractor Property. The Government may purchase the Site, as follows: The Government at any time within one hundred and twenty (120) days after expiration or termination of this Contract may notify the Contractor that the Government intends to acquire the Site. Upon such notice the Government shall have an option for a period of 42 months after expiration or termination of this Contract to purchase the Site at its fair market value at the time of the consummation of the purchase and transfer of title to the property. In the event the Government so notifies the Contractor that it intends to acquire the Site, the Government shall pay the fair market rental value for the Site until the Government either acquires title to the Site or completes the disposition of all Government property located on or at the Site pursuant to paragraph (d) below. The rental period shall commence on the date this Contract shall have expired or been terminated. If such option to purchase is not exercised within such 42-month option period, the Government shall proceed to dispose of all Government property located on or at the Site pursuant to paragraph (d) below. Further, the Government shall have the right at any time within such option period, by notice to the Contractor, to relinquish such option, and in the event of such relinquishment, shall proceed to dispose of Government Property as provided in the preceding sentence.

(d) Disposition of Government Property. 1) If at any time within one hundred and twenty (120) days following the expiration or termination of this contract the Government does not notify the Contractor of the Government's intent to acquire the site or, 2) if notice has been given to the Contractor of the intent to acquire the site but the option period has expired or 3) if notice has been given to the Contractor of the intent to acquire the site but DOE notifies the Contractor at any time during the 42 month period after expiration or termination of the contract of its decision not to exercise the option:

(1) The Government may notify the Contractor in writing of its plans for disposition of any Government-owned property at the Site that is excess to Government needs together with its proposed schedule for such disposal. Said schedule shall be as short as is reasonably practical in the circumstances.

The Contractor shall cooperate with the Government to complete the disposal of such excess property by allowing third parties access to the Site for inspection of excess property and removal thereof by successful bidder(s).

Notwithstanding any other contractual provisions, the Contractor shall be afforded the opportunity to submit a

competitive bid, or bids, to acquire such excess Government property. In the event the Contractor does acquire any or all such excess property, the Government will be relieved of any and all obligations under this Contract with respect to such Contractor-acquired excess property and/or

(2) The Government may direct the Contractor, at the sole expense of the Government, to remove and return to the Government any or all Government property in possession or custody of the Contractor and/or

(3) Except as provided below the Government may abandon in place to the Contractor any or all excess Government property on the Site by notifying the Contractor in writing of such abandonment. In the event the Government exercises this right the Government shall be relieved of any and all obligations with respect to such abandoned excess property, provided however that the Government shall be responsible to ensure that any abandoned excess property shall be safe for unrestricted use and in an environmentally acceptable condition in accordance with then current applicable laws and regulations. The Government shall not have the right to abandon in place any partially dismantled buildings or facilities without the consent of the Contractor. In the event the Contractor does not agree to accept abandonment of partially dismantled buildings or facilities, the Government shall be responsible to restore the site of such partially dismantled buildings or facilities to its original condition which may include, but is not limited to, removal of large masses of foundation materials, asphalt paving, and other designated surface and subsurface improvements.

(e) Site Control

(1) (i) The Contractor shall design all facilities which are to be constructed within the Site so that the level of radiation shall not exceed the permissible levels of radiation under applicable Federal Regulations.

(ii) The Contractor will consult with the DOE before making any material change in the usage of Contractor-owned property adjacent to the site and will use its best efforts to preclude occupancy which would limit the DOE's intended use of facilities located on the Site.

(2) Easements and Rights of Way

(i) The Contractor agrees to provide the DOE necessary ingress and egress to the Site during the period of this Contract and in the event the DOE exercises its option as set forth in Section (c), the Contractor agrees to provide the DOE, its successors and assigns, (A) the right of permanent ingress and egress over the road designated as Black Canyon Road, and the road between

points A, B, C, D and E on Survey #49143, as described in Appendix B hereto, and thence to the option site and (B) such rights over other roads providing ingress and egress to the Site as the Contractor may have the right to transfer to the Government, and (C) the necessary ingress and egress to use, service, and maintain the supply pipeline to and the day tank for the ETEC/SCTI fuel oil storage tanks. It is understood that all necessary ingress and egress will be at no cost to the Government.

(ii) In the event the DOE exercises its option as set forth in Section (c), the DOE agrees to provide the Contractor, its successors and assigns such easements on and across the Site as are reasonably necessary to the Contractor's activities carried on in the general vicinity of the Site and which do not unreasonably interfere with DOE activities on the Site, such easements shall include but are not limited to the following: (A) the necessary ingress and egress to use, service, and maintain the existing water tanks (located approximately 6,945 feet West and 4,424 feet North of the Southeast corner of Parcel 1 of Survey #49143 and associated water system; (B) the necessary ingress and egress to use, service, and maintain the existing electrical substation (located approximately 6,181 feet West, 3,928 feet North of the aforesaid Southeast corner of parcel 1 of Survey #49143) and associated electrical distribution lines; and (C) a right of way approximately 60 feet wide for road purposes and associated drainage and for utility lines, running in a northeasternly direction across the Southeast portion of the Site.

(3) The Contractor, its successors/and assigns, during a period of ten (10) years after the expiration or termination of Contract No. DE-AC03-76SF00700 in the event the Government exercises its option as set forth in Section (c) above, shall provide to the DOE, its successors and assigns, at cost, to the extent requested by any one of them, and to the extent water is available from all or any part of the water supply system or systems utilized by the Contractor, its successors and assigns, for the property now owned by the Contractor in the Santa Susana Area, shown on aforesaid Survey #49143 (except such portion thereof as may hereafter be owned by the Government), up to 100,000 gallons of water per day at the site. The Contractor, for itself, its successors and assigns further agrees to permit any public utility willing and able to supply such amount of water to the site to tie into the Contractor's water distribution system, as the same may then be constituted, in a manner satisfactory to supply water to the Site and from and after the time such amount of water is supplied to the Site by a public utility, the obligations of the Contractor, its successors and assigns with regard to the supply of water to the Site shall cease.

(4) In the event the Government exercises its option as set forth in Section (c) above, the DOE, its successors and assigns, shall have the right during a period of ten (10) years after expiration of termination of Contract No. DE-AC03-76SF00700, to discharge into the Contractor's sewerage system servicing the Site at no direct cost, a maximum of either 9,440 gallons of sewage per day (2/5 of the total existing sewage capacity of 23,600 gallons as of December 1961) or that amount of sewage produced by not more than 375 people whichever is less, originating from the Site, to the extent permitted by applicable law. Notwithstanding the foregoing, the DOE shall have the right to discharge sewage in excess of the above-mentioned amount originating from the Site, so long as the amount of such sewage and the sewage arising out of the Contractor's activities does not exceed the total capacity of the Contractor's sewerage system.

(5) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide the the Government any easements required to enable a public utility to supply electricity to the Site.

(6) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide to the Government any easements required to maintain the pipe lines for the transmission of gaseous nitrogen and oil to the ETEC gaseous nitrogen supply system and the ETEC/SCTI fuel oil storage tanks. In the event the Government elects to terminate the supply of gas, and/or fuel oil, the Government agrees to execute a document or documents for recording purposes which will terminate any recorded easements as hereinafter provided in Section (e)(8), with respect to the gaseous nitrogen supply system and/or fuel oil system.

(7) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide such access as may be required for telephone service installation and maintenance, and shall permit the drainage of industrial effluent, provided such effluent shall not cause Contractor's drainage system to be overloaded and further provided such effluent shall not cause the combined industrial effluent from the optioned area and Contractor's operations to violate any local, state, or federal regulation or law. The Contractor further agrees to furnish to the Site, to the extent the Contractor has reasonably available to it in connection with its adjacent property, such other utility and/or guard, fire protection and other housekeeping services as may be requested by the Government, provided that the Contractor is reimbursed for the reasonable costs of any such utilities and services.

(8) The Contractor further agrees that, at the request of the DOE, it will execute a document or documents setting forth the agreements contained in Section (c) above in such form as will

permit the recording of such document or documents for the purpose of giving constructive notice to the public at large.

(f) Other Use of Facilities

(1) The Contractor, during the term of this Contract No. DE-AC03-76SF00700, shall afford DOE Contractors or designees such access to all facilities and Government property on the Site as the DOE deems appropriate and shall consult with such persons and assist in their orientation. The DOE shall endeavor to schedule the visits of such persons so as to avoid undue interference with the work under this Contract.

(2) Subject to the prior written approval of the DOE and to such conditions, including payments to the Government as the DOE may require, the Contractor may utilize the facilities provided hereunder in connection with work other than work under this Contract.

(g) Maintenance of Property. Upon the expiration or termination of this Contract and until the Government acquires the Site pursuant to Section (c) above or disposes of its property pursuant to Section (d) above, the Contractor shall, as directed by and at the expense of the Government, maintain Government property in its custody and possession in accordance with the clause entitled "Property".

(h) Transfer of Article. Contractor agrees, without further consideration, and in the event of termination or expiration of this Contract No. DE-AC03-76SF00700 to amend Contract No. EY-76-C-03-0701 or any successor contract thereto, to include therein this clause and paragraph (b)(2) of the clause entitled "Statement of Work" as the same may then exist.

(i) Burro Flats Electrical Substation

(1) All additions to expansions of the existing Burro Flats Substation (No. 704) electrical power distribution system (consisting of switchgear, 5KV distribution, lighting, fencing, etc.) covered by Directive 70-CP-3 shall be deemed personal property and severable.

(2) The Contractor agrees these additions to and expansions of the power distribution system may remain on Contractor's land during the term of this Contract and may be abandoned by DOE any time during such term without obligation to restore the premises.

(3) In the event of expiration or termination of this Contract, Section (c) above shall be considered applicable to any additions to or expansions of the power distribution systems covered by Directive 70-CP-3 which may be located off the Site.

(4) The Contractor agrees to provide to DOE the necessary ingress and egress to these additions and expansions during the period

of this Contract and to it, its successors and assigns forever in the event DOE exercises its option to purchase and Site under Section (c) above.

(5) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide to the Government any easements required to enable a public utility to supply electricity to these additions to and expansions of the power distribution systems.

(6) In the event utilization of the additions to and expansions of the power distribution systems are dependent upon operation of interrelated Contractor-owned equipment, Contractor shall not cease operation of such equipment without affording the Government either an option to have Contractor continue to operate such equipment at Government's expense or an option to purchase such Contractor-owned equipment at its then fair market value. In the event the Government purchases such equipment, paragraphs (b), (d), (e) and (f) above shall apply to such equipment.

97. SODIUM COMPONENTS TEST INSTALLATION POWER PAK PROJECT

(a) The Contractor is authorized to enter into a lease (Lease Agreement) for a Cogeneration Facility (Facility) identified as the Sodium Components Test Installation Power Pak Project (Power Pak Project) which will receive the waste heat from the Sodium Components Test Installation (SCTI) and generate electricity for sale to the Southern California Edison Company. The revenues from such electricity sales shall be deposited in accordance with instructions from the DOE, to a Government account payable to the order of any Federal Reserve Bank or Branch or General Depository for credit to the U. S. Treasury. DOE has determined that the Lease Agreement (including the erection and leasing of the Facility) and the contracts between the Contractor and Southern California Edison Co. are procurement actions under the Contract and that the costs properly incurred and to be incurred by the Contractor under those agreements, including the monthly lease payments to be paid by the Contractor, will be allowable costs under this Contract.

(b) The Contractor will diligently perform all actions required to be performed by the Contractor pursuant to such Lease Agreement.

(c) The Contractor shall at all times operate the Facility in accordance with the requirements of the Public Utility Regulatory Policies Act of 1978 (herein called "PURPA") so as to maintain its status as a qualifying small power production facility. Without limiting the generality of the foregoing, the Contractor shall so operate the Facility so that for any calendar year, the conditions set forth in 18 CFR Section 292.204 (or any substitute or successor section) shall be met by the Facility for the period commencing at the beginning of such calendar year and finishing at the end of such calendar year. The Contractor will not take any action if, as a result thereof, the Facility would, for the purposes of the

regulations adopted under PURPA, be deemed to be "owned by a person primarily engaged in the generation or sale of electric power (other than electric power solely from cogeneration facilities or small power production facilities)." For the purpose of this paragraph, the term "calendar year" means a calendar year or any other period which may be relevant for the purposes of 18 CFR Section 292.204 or any substitute or successor section.

(d) In the event that DOE, during the terms of the Lease Agreement or during the erection period of the Facility, takes any action including, without limitation, causing or failing to cause the exercise of the options referred to in paragraph (e) below, which shall cause payments by Contractor to become due without having sufficient funds obligated under the Contract to cover such payments, the DOE shall have the option of providing additional funds sufficient to cover such payments. If additional funds are not provided within ninety (90) days, the Government will, upon request of the Contractor, promptly terminate the Contract for the convenience of the Government pursuant to the clause entitled "Termination," and the payments referred to in this paragraph (d) shall be deemed costs under paragraph (e) of Clause 4 of this Contract which may be incurred by the Contractor pursuant to the clause entitled "Termination".

(e) The Contractor agrees that it will not exercise any option under the Lease Agreement, including the options to renew for any of five additional one-year periods, to purchase the Facility or to voluntarily terminate the Lease Agreement, without the prior written approval of the Contracting Officer.

98. EXPIRATION OR TERMINATION

(a) In the event this Contract expires or terminates and a new contractor is not selected to assume the management and operation of ETEC, including all of the Contractor's (Rockwell's) obligations (including the obligations mentioned in the next following sentence) under this Contract, such expiration or termination shall be treated as if it were a termination of the Contract for convenience of the Government pursuant to the clause entitled "Termination." In that event, any unpaid obligations of the Contractor, including without limitation the Lease Agreement, the erection and operation of the Cogeneration Facility and the contracts between the Contractor (Rockwell) and the Southern California Edison Co. referenced in the clause entitled "Sodium Components Test Installation Power Pak Project", shall be deemed costs under Clause 4(e) hereof, which may be incurred by the Contractor pursuant to the clause entitled "Termination".

(b) In the event this Contract expires or terminates and a new contractor is selected to assume the management and operation of ETEC, DOE shall require the new contractor to assume all of the Contractor's (Rockwell's) obligations under this Contract unless DOE and Rockwell otherwise agree. The Contractor agrees to take all

steps necessary to assist the new contractor in assuming such obligations. In such event the Contractor (Rockwell) agrees to:

(1) Cooperate fully with the DOE in order to assure an orderly transfer of functions to the new Contractor and a continuity of operation of ETEC;

(2) At the request of the Contracting Officer, permit the new Contractor to send a project team to ETEC to observe the operation and management of ETEC for such period of time prior to expiration or termination as designated by the DOE, and assist such project team to the maximum extent possible during this orientation period; and

(3) Perform all those administrative and other actions requested by the Contracting Officer necessary and related to the proper settlement of this Contract and transfer of rights and functions to the new contractor, both before and after the expiration of the Contract term or termination of the Contract.

99. QUALITY ASSURANCE

The Contractor shall establish, implement, and maintain a ETEC-wide quality assurance program and comply with all applicable quality assurance regulations and requirements of DOE Order No. 5700.6 as revised. The ETEC-wide quality assurance program shall include the ETEC's quality assurance policy, procedures, and processes and must be designed to assure adequate controls and traceability throughout all areas of contract performance including, but not limited to, procurement, design, research and development, fabrication, assembly, tests, and records maintenance. The ETEC's quality assurance program shall be documented and subject to review and approval by the DOE.

100. CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this Contract requires that ETEC personnel be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, those ETEC personnel shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to ETEC's own use or to disclose such information to other Rockwell personnel or third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by ETEC personnel, is in public domain;

(2) Information which is published, after receipt thereof by ETEC personnel, or other-wise becomes part of the public domain through no fault of ETEC personnel;

(3) Information which ETEC personnel can demonstrate was in their possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(4) Information which ETEC personnel can demonstrate was already received by them from a third party who did not require ETEC personnel to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each ETEC employee permitted access, whereby the ETEC employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. If requested by the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by ETEC personnel.

(e) This clause shall flow down to applicable subcontracts.

101. ORDER OF PRECEDENCE

In the event there is an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence as follows: (a) the Clauses (excluding the Appendices); (b) the Attachment; and (c) the Appendices.

# LISTING OF SENSITIVE FOREIGN NATIONS CONTROLS

The Contractor shall comply with the requirements of DOE Order 1240.2, Alien Visits and Assignments BY Foreign Nationals, and DOE Order 1430.2A, Scientific and Technical Information Program, in accordance with the clause entitled SENSITIVE FOREIGN NATIONS CONTROLS.

The following listing of sensitive foreign nations may be changed from time to time by separate letter:

1. COMMUNIST-CONROLLED COUNTRIES. Countries appear on this list for various reasons related to DOE internal policies and procedures without necessarily reflecting policies of any other elements of the United States Government.

Afghanistan
Albania
Bulgaria
Cambodia (Kampuchea)
China People's Republic of (PRC)
Cuba
Czechoslovakia
Germany, East
(German Democratic Republic)
Hungary
Korea, North (Democratic People's Republic)
Laos
Mongolia
Poland
Romania
Soviet Union
Yemen (Aden)
Vietnam
Yugoslavia

2. OTHER SENSITIVE COUNTRIES.

Algeria
Andorra
Angola
Antigua-Barbuda
Argentina
Bahrain
Belize
Benin, People's Republic of
Brazil
Burma
Chad
Chile
Comoro Islands
Congo (Brazzaville)
Djibouti
Egypt
El Salvador
Ethiopia
Grenada
Guyana
India
Iran
Iraq
Israel
Kiribati (includes Line Islands)
Korea South (Republic of)
Kuwait
Lebanon
Libya
Malawi
Mauritania
Mozambique
Namibia
Nicaragua
Niger
Nigeria
Oman
Pakistan
Qatar
Saudi Arabia
Solomon Islands
South Africa
Syria
Taiwan (Republic of China)
Tanzania
United Arab Emirates
Vanuatu
Yemen (Sanaa), Republic of
Zambia
Zimbabwe

# APPENDIX "A"

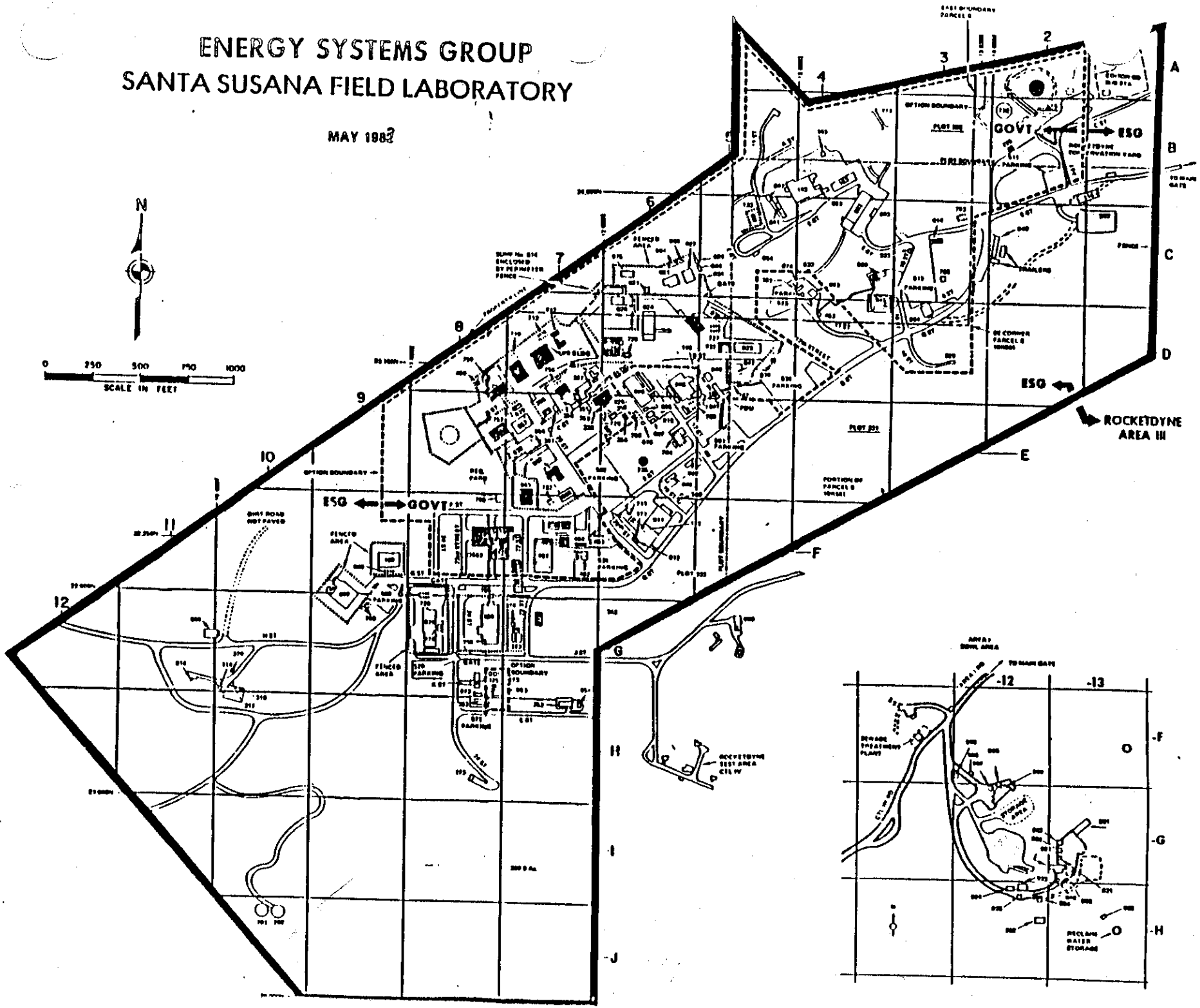
## Map of the Santa Susana Field Laboratory

Map consists of two pages, identified as follows:

1. Map of Energy Systems Group Santa Susana Field Laboratory
2. Listing of Buildings

# ENERGY SYSTEMS GROUP
# SANTA SUSANA FIELD LABORATORY

MAY 1982



| OWNED | ZONE | BUILDING NUMBER | DESCRIPTION |
|---|---|---|---|
| ROCKWELL/GOVT | 4C | 003 | EXCESS EQUIPMENT STORAGE |
| ROCKWELL | 8D | 005 | MOLTEN SALT TEST FACILITY |
| ROCKWELL | 8D | 006 | SODIUM LABORATORY |
| ROCKWELL | 8E | 007 | SODIUM STORAGE |
| ROCKWELL | 6E | 008 | FLAMMABLE MATERIAL STORAGE |
| ROCKWELL | 9D | 009 | ENGINEERING DEVELOPMENT FACILITY |
| ROCKWELL | 6F | 011 | MANUFACTURING SUPPORT SHOP |
| GOVT | 7D | 012 | ETEC X-RAY FACILITY |
| GOVT | 7D | 013 | THERMAL TRANSIENT FACILITY |
| GOVT | 3C | 014 | SODIUM STORAGE BUILDING |
| ROCKWELL | 7D | 015 | SUPPLEMENTARY STORAGE BUILDING |
| GOVT | 7D | 019 | ETEC CONSTRUCTION STAGING |
| ROCKWELL | 9D | 020 | ROCKWELL INTERNATIONAL HOT LABORATORY |
| GOVT | 9C | 021 | RADIOACTIVE WASTE DECONTAMINATION AND PACKAGING BUILDING |
| GOVT | 9C | 022 | RADIOACTIVE WASTE STORAGE VAULT BUILDING |
| GOVT | 5D | 023 | LIQUID METALS CHEMISTRY LABORATORY |
| GOVT | 9D | 024 | DEVELOPMENT TEST BUILDING |
| GOVT | 9D | 025 | ETEC INSTRUMENTATION & INVENTORY STORAGE |
| GOVT | 8E | 026 | SMALL COMPONENT TEST LOOP CONTROL BUILDING |
| GOVT | 8D | 027 | ETEC QUALITY ASSURANCE |
| GOVT | 6D | 028 | LMFBR FIRE SAFETY |
| GOVT | 8D | 029 | SODIUM STORAGE |
| GOVT | 4C | 030 | SITE PURCHASING OFFICE |
| GOVT | 5D | 032 | ETEC GENERAL TEST |
| GOVT | 3C | 034 | P/A MASTER OFFICE BUILDING |
| GOVT | 5D | 036 | ETEC OPERATIONS |
| GOVT | 7E | 040 | ETEC ADMINISTRATION |
| GOVT | 3E | 038 | OFFICE BUILDING |
| ROCKWELL | 2C | 040 | FACILITIES AND INDUSTRIAL ENGINEERING |
| GOVT | 5C | 041 | STORAGE BUILDING |
| GOVT | 5D | 042 | LMFBR TEST |
| GOVT | 6C | 044 | RMDF CLEAN SHOP |
| ROCKWELL | 6E | 048 | POWER INSTRUMENTATION BUILDING |
| GOVT | 5D | 049 | POWER CONTROL ROOM |
| ROCKWELL | 8D | 050 | NUCLEAR MATERIAL DEVELOPMENT FACILITY |
| GOVT | 7E | 057 | ETEC LABORATORY |
| GOVT | 8D | 059 | LARGE LEAK TEST RIG |
| GOVT | 7E | 063 | ETEC INSTRUMENTATION |
| GOVT | 3D | 064 | SOURCE AND SPECIAL NUCLEAR MATERIAL STORAGE |
| GOVT | 7E | 065 | ETEC CHEMISTRY LABORATORY |
| GOVT | 7E | 066 | INSTRUMENTATION REPAIR AND CALIBRATION BUILDING ETEC |
| ROCKWELL | 4C | 070 | STORAGE BUILDING |
| GOVT | 6C | 075 | CONTAMINATED EQUIPMENT STORAGE BUILDING |
| ROCKWELL | 4C | 083 | CONTROL BUILDING - NEUTRON RADIOGRAPHY BUILDING |
| ROCKWELL | 4C | 093 | NEUTRON RADIOGRAPHY BUILDING |
| ROCKWELL | 9F | 100 | ADVANCED FUELS LABORATORY |
| ROCKWELL | 2B | 110 | DECON TRAILER |
| GOVT | 5C | 130 | SODIUM BURN FACILITY |
| ROCKWELL | 4B | 143 | SODIUM REACTOR EXPERIMENT - D&D |
| GOVT | 9D | 155 | CONTROL CENTER |
| ROCKWELL | 4B | 163 | BOX SHOP |
| ROCKWELL | 8F | 171 | STORAGE BUILDING |
| ROCKWELL | 8F | 173 | X-RAY BUILDING |
| ROCKWELL | 8H | 173 | GAMMAGRAPH BUILDING |
| ROCKWELL | 4B | 183 | FIRE PUMP BUILDING - D&D |
| GOVT | 5A | 195 | GASIFIER INSTRUMENTATION BUILDING |
| GOVT | 3E | 220 | SCTL MCC BUILDING |
| ROCKWELL | 10Q | 310 | LARGE LEAK INJECTOR DEVICE (LLID) TEST CONTROL BUILDING |
| GOVT | 10F | 317 & 318 | PISTON RANGE |
| GOVT | 2B | 320 | FUEL OIL CONTROL BUILDING |
| ROCKWELL | 3C | 330 | TIME CLOCK BUILDING |
| ROCKWELL | 7G | 340 | TIME CLOCK BUILDING |
| ROCKWELL | 7H | 350 | RESEARCH AND DEVELOPMENT LABORATORY BUILDING |
| GOVT | 8E | 354 | CONTROL ELEMENT TEST STRUCTURE |
| GOVT | 7D | 355 | SCTL SUPPORT BUILDING |
| GOVT | 7D | 356 | SODIUM COMPONENT TEST INSTALLATION |
| GOVT | 7D | 357 | ETEC PUMP BEARING TEST FACILITY CONTROL BUILDING |
| GOVT | 6E | 358 | SCTL SUPPORT BUILDING |
| GOVT | 7E | 359 | COMPRESSOR BUILDING |
| GOVT | 7E | 360 | CHEMICAL STORAGE BUILDING |
| GOVT | 7E | 361 | SODIUM DRAIN TANK BUILDING |
| ROCKWELL | 8H | 363 | RESEARCH AND DEVELOPMENT LABORATORY BUILDING |

| | | | |
|---|---|---|---|
| ROCKWELL | 10Q | 370 | STORAGE SHED |
| ROCKWELL | 7G | 372 | DEVELOPMENT TEST BUILDING |
| GOVT | 7D | 374 | TEST LOOP ENCLOSURE |
| ROCKWELL | 8D | 375 | CONTROL SHELTER BUILDING |
| ROCKWELL | 4D | 453 | NEUTRON RADIOGRAPHY STORAGE |
| GOVT | 7D | 457 | PUMP BEARING TEST STRUCTURE |
| GOVT | 8D | 459 | UNINTERRUPTIBLE POWER SUPPLY |
| GOVT | 3F | 481 | MOTOR GENERATOR BUILDING |
| GOVT | 8F | 482 | SODIUM PUMP TEST FACILITY |
| GOVT | 8F | 483 | COMPONENTS HANDLING & CLEANING FACILITY |
| GOVT | 8Q | 473 | HYDRAULIC TEST INSTRUMENTATION BUILDING |
| ROCKWELL | 8Q | 476 | RADIOACTIVE HOLDUP TANK |
| GOVT | 1F | 482 | ETEC OFFICE TRAILER |
| GOVT | 1F | 483 | ETEC OFFICE COMPLEX |
| GOVT | 3F | 484 | REST ROOM - TRAILER |
| GOVT | 3F | 485 | ETEC OFFICE TRAILER |
| GOVT | 1F | 486 | ETEC OFFICE TRAILER |
| ROCKWELL | 1F | 487 | SPI ENGINEERING OFFICE BUILDING |
| ROCKWELL | 6F | 500 | COMPRESSED GAS BOTTLE STORAGE DOCK |
| ROCKWELL | 8E | 501 | PARKING LOT |
| ROCKWELL | 7E | 502 | PARKING LOT |
| ROCKWELL | 9Q | 509 | PARKING LOT |
| ROCKWELL | 7B | 511 | PARKING LOT |
| GOVT | 3C | 513 | PARKING LOT |
| ROCKWELL | 8Q | 520 | PARKING LOT |
| ROCKWELL | 9C | 523 | PARKING LOT |
| ROCKWELL | 9D | 525 | PARKING LOT |
| GOVT | 8F | 530 | PARKING LOT |
| GOVT | 7D | 573 | PARKING LOT |
| ROCKWELL | 1C | 583 | CONSERVATION STORAGE YARD |
| ROCKWELL | 9F | 600 | SEWAGE TREATMENT PLANT |
| ROCKWELL | 6E | 606 | HYDROGEN RECOMBINER TEST |
| ROCKWELL | 6E | 607 | STORAGE |
| ROCKWELL | 6F | 613 | STORAGE BUILDING |
| GOVT | 7C | 614 | DRAINAGE SUMP |
| ROCKWELL | 6E | 615 | COOLING TOWER |
| GOVT | 6C | 621 | RADIOACTIVE ACCOUNTABLE WASTE STORAGE BUILDING |
| GOVT | 8E | 630 | ETEC INVENTORY STORAGE |
| ROCKWELL | 4C | 633 | REACTOR COOLING WATER PAD |
| GOVT | 4C | 641 | RECEIVING & STORAGE BUILDING |
| GOVT | 5C | 654 | INTERIM RADIOACTIVE WASTE - D&D |
| GOVT | 7E | 656 | SCTL COOLING TOWER |
| GOVT | 3F | 662 | SMALL PARTS CLEANING PAD |
| GOVT | 8C | 664 | LOW LEVEL RADIOACTIVE WASTE PROCESSING |
| GOVT | 9C | 666 | RMDF OXIDATION FACILITY |
| GOVT | 6C | 683 | ELECTRICAL SUBSTATION |
| GOVT | CS | 687 | LOADING DOCK |
| GOVT | 8C | 688 | AUXILIARY SEM BUILDING |
| GOVT | 4C | 693 | ELECTRICAL SUBSTATION NO. 1 |
| ROCKWELL | 10J | 701 | WATER TANK (DEER PARK) |
| ROCKWELL | 10J | 702 | WATER TANK (DEER PARK) |
| GOVT | 8E | 704 | ELECTRICAL SUBSTATION |
| ROCKWELL | 8E | 705 | ELECTRICAL SUBSTATION |
| ROCKWELL | 8E | 708 | ELECTRICAL SUBSTATION |
| ROCKWELL | 9Q | 709 | ELECTRICAL SUBSTATION |
| ROCKWELL | 6F | 711 | ELECTRICAL SUBSTATION |
| GOVT | 7D | 713 | ELECTRICAL SUBSTATION |
| GOVT | 7D | 719 | ELECTRICAL SUBSTATION |
| ROCKWELL | 9Q | 720 | ELECTRICAL SUBSTATION |
| GOVT | 6Q | 725 | ELECTRICAL SUBSTATION |
| GOVT | 7D | 728 | ELECTRICAL SUBSTATION |
| GOVT | 5D | 727 | ELECTRICAL SUBSTATION |
| GOVT | 2A | 731 | 5 MW FUEL OIL STORAGE TANK |
| GOVT | 2A | 732 | 5 MW FUEL OIL STORAGE TANK |
| GOVT | 4E | 739 | 800 GAL FUEL OIL STORAGE DAY TANK |
| GOVT | 9D | 742 | ELECTRICAL SUBSTATION |
| ROCKWELL | 8Q | 746 | ELECTRICAL SUBSTATION |
| GOVT | 7D | 756 | ELECTRICAL SUBSTATION |
| GOVT | 8E | 757 | ELECTRICAL SUBSTATION |
| GOVT | 9D | 758 | ELECTRICAL SUBSTATION |
| GOVT | 7F | 782 | ELECTRICAL SUBSTATION |
| GOVT | 3C | 783 | ELECTRICAL SUBSTATION |
| GOVT | 4B | 773 | DRAINAGE CONTROL DAM |
| GOVT | 8F | 788 | ELECTRICAL SUBSTATION |
| SCE/ROCKWELL | 3C | 793 | ELECTRICAL SUBSTATION |
| ROCKWELL | 9F | 800 | ELECTRICAL SUBSTATION |
| ROCKWELL | 6F | 805 | TIME CLOCK BUILDING |
| ROCKWELL | 11Q | 816 | LARGE LEAK INJECTOR DEVICE |
| ROCKWELL | 6E | 810 | RECOMBINER CANOPY |
| GOVT | 6E | 820 | SCTL TEST BAY |
| ROCKWELL | 5D | 830 | TIME CLOCK BUILDING |
| GOVT | 7H | 840 | TEST STRUCTURE |
| GOVT | 7H | 863 | HYDRAULIC TEST FACILITY |
| ROCKWELL | 8Q | 873 | HYDRAULIC TEST LABORATORY |
| ROCKWELL | 11Q | 880 | SODIUM DISPOSAL FACILITY |

BOWL AREA - LOCATED ROCKETDYNE AREA

| | | | |
|---|---|---|---|
| ROCKWELL | G 12 | 900 | CONTROL CENTER |
| ROCKWELL | G 13 | 901 | PMF TEST - BOWL |
| ROCKWELL | H 12 | 902 | PLUME STUDY BUILDING |
| ROCKWELL | G 13 | 903 | INSTRUMENT AND WORKSHOP |
| ROCKWELL | F 12 | 905 | OFFICE TRAILER |
| ROCKWELL | F 12 | 906 | CHANGE ROOM |
| ROCKWELL | G 12 | 907 | SUBSTATION |
| ROCKWELL | F 12 | 908 | WORKSHOP AND TIMECLOCK BUILDING |
| ROCKWELL | G 13 | 921 | VTS I TEST STAND |
| ROCKWELL | G 13 | 922 | VTS II TEST STAND |
| ROCKWELL | H 12 | 923 | VTS III TEST STAND |
| ROCKWELL | H 12 | 924 | STEAM PLANT BUILDING |
| ROCKWELL | H 12 | 925 | FIRE PUMP HOUSE |
| ROCKWELL | G 13 | 931 | ELECTRICAL BUILDING |
| ROCKWELL | G 13 | 932 | ELECTRICAL BUILDING |
| ROCKWELL | H 12 | 933 | VTS III CONTROL ROOM |
| ROCKWELL | H 12 | 936 | VTS III SUBSTATION |
| ROCKWELL | G 13 | 940 | CONSTRUCTION TRAILER (TEMP.) |

# APPENDIX "B"

## Option Site

A description of land belonging to Rockwell International Corporation under option to the United States Government defined as the "Site" under the clause entitled "Special Property Provisions" of the contract.

## OPTION

Being a portion of Tract "A" of Rancho Simi, in the County of Ventura, State of California, as per map recorded in Book 3, Page 7 of Miscellaneous Records of said county, and being also portion of Parcel 6 and Parcel 5 of Record of Survey #49143 recorded December 1, 1955 in Book 18, Record of Surveys at Pages 61 to 67 inclusive, records of said county, described as a whole as follows:

1. Affecting a portion of Parcel 6 (18RS61):

   Beginning at a monument at the southeast corner of said parcel 6; thence (1) Wly along the south boundary of Parcel 6 a distance of 607.39 feet; thence (2) leaving said boundary of Parcel 6, N41° 24′ 25" W 351.11 feet; thence (3) West 317.72 feet; thence (4) South 268.52 feet more or less to the south boundary of Parcel 6; thence (5) Wly along the south boundary of Parcel 6 a distance of 1268.02 feet more or less to a monument at the southwest corner of parcel 6; thence (6) continuing along each boundary course of Parcel 6 as shown on 18RS61 to the point of beginning.

   The area of the above described portion of said Parcel 6 is calculated to be 40.69 acres more of less.

2. Affecting a portion of Parcel 5 (18RS61):

   a. Beginning at a monument at the southeast corner of Parcel 6 of said 18RS61; thence (1) Sly along a prolongation of the east boundary of said Parcel 6 a distance of 250 feet to a monument; thence (2) S89° 25′ 55" W 390.91 feet to a monument; thence (3) N41° 24′ 25" W 330.85 feet more or less to the south boundary of Parcel 6; thence (4) Ely along the south boundary of Parcel 6 a distance of 607.39 feet more or less to the point of beginning.

      The area of the above described portion of said Parcel 5 is calculated to be 2.87 acres more or less.

   b. Beginning at a monument at the southeast corner of Parcel 6 of said 18RS61; thence Wly along the south boundary of parcel 6, a distance of 1157.38 feet to the true point of beginning; thence

      (1) S61° 45′ 45" E 520.07 feet; thence
      (2) S51° 20′ 47" W 376.54 feet; thence
      (3) N38° 39′ 13" W 80.91 feet; thence
      (4) West 313.87 feet; thence
      (5) N38° 20′ 02" W 148.33 feet; thence

(6) North 48.21 feet; thence
(7) S89° 25′ 55" W 379.55 feet; thence
(8) S50° 55′ 55" W 112.00 feet; thence
(9) S38° 20′ 02" E 211.00 feet; thence
(10) S51° 39′ 58" W 11.00 feet; thence
(11) S38° 20′ 02" E 24.00 feet; thence
(12) S51° 39′ 58" W 399.28 feet; thence
(13) S37° 15′ 43" E 309.95 feet; thence
(14) S52° 44′ 17" W 38.64 feet; thence
(15) S37° 11′ 25" E 177.41 feet; thence
(16) S58° 55′ 43" E 143.15 feet; thence
(17) S51° 58′ 52" W 76.01 feet; thence
(18) S71° 21′ 03" W 76.01 feet; thence
(19) West 940.78 feet; thence
(20) North 305.00 feet, thence
(21) West 253.50 feet; thence
(22) North 588.93 feet more or less to the northwest boundary of said Parcel 5; thence

(23) NEly along said boundary of Parcel 5, a distance of 735.98 feet more or less to a monument at the southwest corner of Parcel 6 of said 18RS61; thence

(24) Ely along the south boundary of Parcel 6 a distance of 1268.02 feet more or less to the true point of beginning.

The area of the above described portion of said Parcel 5 is calculated to be 37.54 acres more or less.

c. Beginning at a monument at the southeast corner of Parcel 6 of said 18RS61; thence Nly along the east boundary of Parcel 6 a distance of 511.08 feet to the true point of beginning; thence (1) continuing Nly along the east boundary of Parcel 6 a distance of 704.79 feet to the northeast corner of parcel 6 (buried monument); thence (2) leaving Parcel 6, NEly along the north boundary of Parcel 5 of said 18RS61 a distance of 557.24 feet; thence (3) leaving said boundary of Parcel 5, South 652.45 feet; thence 94) S72° 10′ 38" W 564.53 feet more or less to the true point of beginning.

The area of the above described portion of said Parcel 5 is calculated to be 8.44 acres more or less.

d. Beginning at a monument at the southwest corner of Parcel 6 of said 18RS61; thence South a distance of 1720.14 feet; thence West a distance of 67.02 feet to the true point of beginning; thence (1) South 250.00 feet; thence (2) East 135.00 feet; thence (3) North 250.00 feet; thence (4) West 135.00 feet to the true point of beginning.

The area of the above described portion of said Parcel 5 is calculated to be 0.77 acres more or less.

3. Record Maps:

The following maps are incorporated by reference and made part hereof:

a. Record of Survey #49143 recorded December 1, 1955 in Book 18, Record of Surveys, at Pages 61 to 67 inclusive, Records of Ventura County, State of California.

b. Atomics international drawings 303-GEN-C94 and 303-GEN-C95 "Santa Susana Facility Survey Control Data".

4. Basis of Bearings:

The bearing S 0° 32′ 19" E of the east line of Parcel 6 of 18RS61 is the basis of bearings described herein.

5. Summary of Land Area:

| | In Acres |
|---|---|
| Parcel 6 (18RS61): | 43.345 |
| Parcel 5 (18RS61): | 429.281 |
| Option: | 90.31 |

| | | |
|---|---|---|
| Parcel 6: | | 40.69 |
| Parcel 5: | | 49.62 |
| 2a: | 2.87 | |
| 2b: | 37.54 | |
| 2c: | 8.44 | |
| 2d: | 0.77 | |

# APPENDIX "C"

## Establishment of Fee

A. Background and Process

1. Background

Modification No. M102 (five year renewal) to Contract No. DE-AC03-76SF00700 provided that fees would be established for work to be performed under the contract each fiscal year pursuant to Appendix C. Also, it established a basic format to be utilized for formalization of future Award Fee Plans and fee determinations.

In Modification No. M102 a fee was negotiated on a $40,000,000 budget (cost plus fee), using a cost element mix as set forth in Paragraph F of Appendix C, based on the factors set forth in Paragraph E (the DEAR 970.1509-4 factors). The cost element mix set out in Paragraph F and the $40,000,000 budget were representative of those items for GFY 1984 (the first year covered by Modification No. M102). Pursuant to DEAR 970.1509-8(d) an award fee base fee of 35% and an award fee of 130% of the CPFF fee negotiated pursuant to DEAR 970.1509 was agreed upon. The table set out in Paragraph B. 1. below was then constructed by ratioing CPFF fees (Nominal Fee) for each entry in the column designated "Total Estimated Budget (Cost and Fee)" proportional to the $1,500,000 fee negotiated for the $40,000,000 budget. "Base Fee" in each case is equal to 35% of "Nominal Fee" and "Maximum Award Fee" in each case is equal to 130% of "Nominal Fee".

Paragraph F below permits renegotiation of the schedule set out in of Paragraph B below at any time the mix of cost elements varies significantly from the mix set forth in Paragraph F. In addition, Appendix C was modified by Modification No. A113 to encompass budgets of $19,000,000 to $27,000,000, as set forth in Paragraph B. 2. below.

2. Process

Each Government fiscal year as soon as reasonably practicable after the issuance of the definitive annual work program for the year (Work Authorizations, Program Letters and Financial Plans) to the Contractor, the Contractor shall provide to the Contracting Officer a written breakdown of the total costs into the following categories: architect/engineer services; construction management; construction subcontracting; research & development; non-fee bearing costs, including corporate G&A, capital equipment that is not special equipment as defined in DEAR 970.1509-7, those subcontracts which distort management effort required; and other costs. (Any costs in the "other" category should be fully described.) As soon as possible following receipt of this information by the Contracting Officer, the Government and the Contractor shall mutually determine the base fee and the maximum award fee for the year in accordance with B, E and F below, and the Contract shall be modified accordingly to reflect such

fees. It is recognized by the parties that if the evaluation of, or the factors in E themselves, change significantly or if the fee base amounts or proportions in F change significantly, the fee schedule in B will not apply and the parties will negotiate in good faith to agree on a revised fee schedule.

B. Ranges

1. For total estimated budgets between $35,000,000 and $45,000,000 for a fiscal year, Nominal, Base and Maximum Award Fees shall be as follows:

| Total Estimated Budget (Cost and Fee) | Nominal Fee | Base Fee | Maximum Award Fee |
|---|---|---|---|
| $35,000,000 | $1,312,500 | $459,375 | $1,706,250 |
| 36,000,000 | 1,350,000 | 472,500 | 1,755,000 |
| 37,000,000 | 1,387,500 | 485,625 | 1,803,750 |
| 38,000,000 | 1,425,000 | 498,750 | 1,852,500 |
| 39,000,000 | 1,462,500 | 511,875 | 1,901,250 |
| 40,000,000 | 1,500,000 | 525,000 | 1,950,000 |
| 41,000,000 | 1,537,500 | 538,125 | 1,998,750 |
| 42,000,000 | 1,575,000 | 551,250 | 2,047,500 |
| 43,000,000 | 1,612,500 | 564,375 | 2,096,250 |
| 44,000,000 | 1,650,000 | 577,500 | 2,145,000 |
| 45,000,000 | 1,687,500 | 590,625 | 2,193,750 |

2. For total estimated budgets between $19,000,000 and $27,000,000 for a fiscal year Nominal, Base and Maximum Award Fee shall be as follows:

| Total Estimated Budget (Cost and Fee) | Nominal Fee | Base Fee | Maximum Award Fee |
|---|---|---|---|
| $19,000,000 | $ 865,000 | $302,750 | $1,124,500 |
| 20,000,000 | 902,500 | 315,875 | 1,173,250 |
| 21,000,000 | 940,000 | 329,000 | 1,222,000 |
| 22,000,000 | 977,500 | 342,125 | 1,270,750 |
| 23,000,000 | 1,015,000 | 355,250 | 1,319,500 |
| 24,000,000 | 1,052,500 | 368,375 | 1,368,250 |
| 25,000,000 | 1,090,000 | 381,500 | 1,417,000 |
| 26,000,000 | 1,127,500 | 394,625 | 1,465,750 |
| 27,000,000 | 1,165,000 | 407,750 | 1,514,500 |

3. Straight line interpolation shall be used to determine fees for Total Estimated Budgets between listed Total Estimated Budget values. Should the annual budget be less than $19,000,000, more than $27,000,000, between $27,000,000 and $35,000,000 or more than $45,000,000 the fee will be negotiated in accordance with the then applicable DOE fee policy.

C. The Contractor's performance will be evaluated and rated against the Award Fee Plan referenced in the clause entitled "Award Fee Plan", in accordance with the following adjective ratings:

| Adjective Rating | Percentage Rating | Definition |
|---|---|---|
| Excellent | 96 - 100 | Performance exceeds standard by a substantial margin; with few elements for improvement, all of which are minor. Of exceptional merit; exemplary performance in a timely, efficient and economical manner. Very minor deficiencies with no effect on overall performance. |
| Very Good | 86 - 95 | Performance exceeds standard; and, although there may be several elements for improvement, these are more than offset by better performance in other elements. Very effective performance; fully responsive to contract requirements; more than adequate results. Reportable deficiencies, but with little identifiable effect on overall performance. |
| Satisfactory | 76 - 85* | Performance is standard; and elements for improvement are approximately offset by better performance in other elements. Effective performance; responsive to contract requirements; adequate results. Reportable deficiencies with identifiable, but no substantial, effect on overall performance. |
| Marginal | 66 - 75 | Performance is less than standard; and, although there are elements of standard-or-better performance, these are more than offset by lower graded performance in other elements. Useful levels of performance, but suggests remedial action. Reportable deficiencies which adversely affect overall performance. |
| Minimum Acceptable | 61 - 65 | Performance is less than standard by a substantial margin; and there are many elements for improvement which are not offset by better performance in other elements. |
| Unsatisfactory | 60 and below | Performance is below minimum acceptable; and is sufficiently below standard as to indicate that improvement in overall contract performance is required to avoid possible termination action. Significant |

deficiencies which require prompt remedial action.

* A grade of 80 performance points is the numerical median between minimum acceptable of 61 and 100, and corresponds to what is normally expected of the contractor.

The Contractor may contribute to the evaluation process by submitting to the Fee Determination Official a summary and recommendation regarding the performance and attendant award fee for the period, or alternatively the Contractor may elect to meet with the Fee Determination Official to furnish its summary and recommendation. At its earliest convenience after receipt of the Contractor's summary and recommendation, the Fee Determination Official will inform the Contractor of DOE's "final award fee determination" for the evaluation period under consideration (it should be noted that this is a unilateral Government determination). Prior to such notification, the report on which the "final award fee determination" is based shall have been reviewed informally with the Contractor and modified as appropriate. All notifications noted herein shall be in writing.

D. If at any time DOE changes its fee policy with respect to Operating Contracts, either the Government or the Contractor may request that this Appendix C be modified to conform to the new policy and the Contract will be modified accordingly.

E. The schedule set out in B above is based on evaluations of the below listed factors as they affect the work to be performed under the contract:

(1) Contractor's management risk relating to performance, including the: (i) quantity and diversity of principal work tasks, (ii) labor intensity of the work, (iii) special control problems, and (iv) advance planning, forecasting and other such requirements;

(2) The presence or absence of financial risk, including the terms of the contract;

(3) The relative difficulty of work including consideration of technical and administrative knowledge, skill, and experience;

(4) Degree and amount of contract work required to be performed by and with the Contractor's own resources, including the extent to which the Contractor contributes plant, equipment, land, computers, or working capital (labor, etc.);

(5) Duration of contract;

(6) Size of operation;

(7) Influence of alternate investment opportunities available to the contractor (i.e., the extent to which undertaking a task for the Government displaces Contractor's opportunity to make a profit with the same staff and equipment in some other field of activity);

(8) The relationship of the fee schedule to fees being paid for similar work;

(9) The extent to which the activity contemplated is fundamentally a service being furnished to the Government or is an activity in which the Contractor has substantial independent interest, a factor especially pertinent to research work which is closely allied to a Contractor's own program and to operations which involve furnishing research facilities which would otherwise not be available because of their large cost;

(10) Benefits which may accrue to the Contractor from gaining experience and know-how, from establishing or enhancing a reputation, or from being enabled to hold or expand a staff whose loyalties are primarily to the Contractor; and

(11) Other special considerations, including support of Government programs such as those relating to small and minority business in subcontracting, energy conservation, etc.

In the event there should be a significant change in the above factors, at the request of either party, the fee schedules shall be re-negotiated and revised appropriately.

F. In addition to the factors in E above, the schedule set out in Paragraph B above for estimated budgets between $35,000,000 and $45,000,000 is based on certain proportions of the annual Total Estimated Costs (budget amounts) comprising various fee bases as follows:

| Fee Base Category | Percent |
|---|---|
| Operating R&D | 56 |
| Architect/Engineer Services | 11 |
| Construction Management | 4 |
| Construction Subcontracting | 20 |
| Fee Base Exclusion (including corporate G&A, special equipment as defined in DEAR 970.1509-7 and those subcontracts which distort management effort required) | 9 |
| Total | 100 |

In addition to the factors in E above, the schedule set out in B for estimated budgets between $19,000,000 and $27,000,000 is based on certain proportions of the annual Total Estimated costs budget amounts comprising various fee bases as follows:

| Fee Base Category | Percent |
|---|---|
| Operating R&D | 76 |
| Architect/Engineer Services | 7 |
| Construction Management | 1 |
| Construction Subcontracting | 6 |
| Fee Base Exclusions (including corporate G&A, | 10 |

| | | |
|---|---|---|
| Total | special equipment as defined in DEAR 970.1509-7 and those subcontracts which distort management effort required) | 100 |

In the event there should be a significant change in either the fee base or their respective proportions of the annual Total Estimated Budget, the corresponding fee schedules, at the request of either party, shall be renegotiated and revised appropriately.

# APPENDIX D

## KEY PERSONNEL

The following individuals are identified as key personnel under the Key Personnel clause of the contract:

W. S. De Bear
F. W. Poucher
M. J. Tessier
H. C. Wieseneck
D. J. Zweng
E. E. Eberle

# APPENDIX E

## ROCKWELL INTERNATIONAL CORPORATION

## MASTER SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN FOR THE PERIOD OCTOBER 1, 1988 TO SEPTEMBER 30, 1993

A. CONTRACT NUMBER: DE-AC03-76SF00700

B. ADMINISTRATOR OF THIS PLAN: E. P. KASABA
Telephone Number (818) 700-5827

C. SUBCONTRACTING PLAN ADMINISTRATION

The Administrator of this plan is responsible for the development of procedures to ensure that an effective Small Business and Small Disadvantaged Business (SB/SDB) Program is implemented and in compliance with PL 95-507 and applicable federal regulations. The Administrator will give full hearing to each SB/SDB supplier when requested and will direct suppliers to procurement personnel responsible for the suppliers' products or services. The Administrator will follow through to ensure that qualified or qualifiable suppliers are given equal and fair consideration for opportunities to compete for subcontracts. The Administrator will maintain liaison with cognizant Government representatives concerned with SB/SDB performance and achievement of goals and report, as required, to company management and federal agencies.

D. SUBCONTRACTING PLAN GOALS

The annually negotiated Subcontracting Plan Goals for awards to Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals are set forth on separate forms required, by the Department of Energy, to be submitted by Management and Operating Contractors.

E. DESCRIPTION OF EFFORTS

1. Rockwell Corporate Policy No. 3 states in part that "it is ... the policy of the Corporation that small business concerns, including those owned and controlled by socially and economically disadvantaged individuals, shall have the maximum practicable opportunity to participate in the performance of the Corporation's purchase orders and subcontracts for materials, supplies and services, consistent with efficient and economic performance of the Corporation's own contracts." In furtherance of this policy, the Director-Procurement Management, Western Region, has been designated by the Corporation to serve as Corporate Small Business Liaison Officer with responsibility to ensure the establishment and implementation of policies and procedures relating to the Corporation's SB/SDB Programs. An SB/SDB Corporate Administrator is appointed to assist in carrying out these policies and procedures. The senior Material executive at each

location has designated himself or another individual as the location Administrator of SB/SDB Programs.

2. Rockwell executive management provides SB/SDB Program support and direction via written policy and procedures, and reviews statistical information to ensure program effectiveness. SB/SDB statistics are reported quarterly to Corporate and Division management for review.

3. The SB/SDB Program goals, objectives, outreach efforts and related issues are conveyed in formal and informal training sessions to personnel who are in a position to implement or influence decisions concerning source selection. Individuals who have made significant contributions toward the achievement of SB/SDB objectives are periodically recognized.

4. Rockwell will actively seek new SB/SDB firms for development as qualified suppliers, and will, when appropriate, provide specifications, drawings and other pertinent data to qualified or qualifiable SB/SDB firms to aid them in preparing their bids.

   Rockwell will also make allowances consistent with contract requirements and good procurement practices to permit delivery of economical quantities within reasonable delivery schedules. When mutually beneficial, Rockwell will provide management and technical assistance to SB/SDB firms. The type of assistance offered may include, but not be limited to, quality control guidance, technical, manufacturing and financial consultation and assistance.

5. Commercial and Government source directories and lists are obtained by Divisions and utilized in establishing potential bidders lists. Rockwell representatives attend procurement conferences, seminars, trade fairs, and other functions to seek out additional qualified or qualifiable SB/SDB firms.

6. Rockwell's Make or Buy Committees meet as necessary to review and rule on all Make or Buy decisions. The Division Administrator for SB/SDB Programs participates in the Committee meeting to ensure that consideration is given to SB/SDB firms. The senior Material executive serves as permanent secretary of the Committee.

F. CLAUSE FLOWDOWN

In compliance with its Government prime contracts, Rockwell will: (1) include in each subcontract that offers further subcontracting opportunity the clause that is entitled "Utilization of Small Business and Small Disadvantaged Business Concerns", or equivalent; and (2) require all subcontractors (except Small Business concerns) who receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a plan similar to Rockwell's subcontracting plan.

G. SUBCONTRACTOR PERFORMANCE

1. Rockwell agrees to secure plans from its subcontractors (except SB/SDB concerns) that receive subcontracts awarded under a Government prime

contract in excess of $500,000 ($1,000,000 for construction of any public facility) or evidence that the subcontractor has adopted a plan similar to that agreed to by Rockwell. Plans so received will be reviewed by the SB/SDB administrator and the cognizant buyer for compliance with applicable regulations.

2. Where permitted under certain prime contracts, subcontractors may submit a certification to Rockwell, in lieu of a plan, indicating that an SB/SDB subcontracting plan has been adopted and is in compliance with applicable regulations.

3. Subcontractors shall be required to update a subcontracting plan by submission of a revised plan or certificate, whenever there are changes to an order valued at $500,000 or more.

H. REPORTS

Rockwell will submit such periodic reports (including quarterly 4200.4 reports) and cooperate in any studies or surveys as may be required by the cognizant procuring agency and the Small Business Administration to determine the extent of Rockwell's compliance with this subcontracting plan, and will ensure that its subcontractors agree to submit Standard Form (SF) 294 only, (DOE Contractors need not submit SF 295) on a quarterly basis as of the last day of March, June, September and December, and upon contract completion, in accordance with the instructions on the form except the report shall be submitted quarterly rather than semiannually and additionally shall indicate at the remarks block the number and dollar amount of awards made to labor surplus area concerns to the extent such reporting is required by the terms of its subcontract.

I. RECORDS

Rockwell maintains records which ensure implementation of an aggressive and effective SB/SDB program and provide management visibility of program achievement. Examples of such records are:

1. SB/SDB source list guides, and other data identifying SB/SDB concerns.

2. Organizations contacted for SB/SDB sources.

3. On a contract-by-contract basis, records on all subcontract solicitations over $100,000, indicating on each solicitation (a) whether Small Business was solicited and if not, why not; (b) whether Small Disadvantaged Business was solicited and if not, why not; and (c) reasons for the failure of responding Small Businesses to receive subcontract awards.

4. Records to support such efforts as:

   a. Contacts with disadvantaged and small business trade associations;
   b. Contacts with business development organizations; and
   c. Attendance at SB/SDB procurement conferences and trade fairs.

5. Records to support internal activities to guide and encourage buyers such as:

   a. Workshops, seminars, training programs, etc.; and
   b. Monitoring activities to evaluate compliance.

6. On a contract-by-contract basis, records to support award data submitted to the Government including name, address, and size status of subcontractors.

Rockwell International Corporation
Date: 9-23-88.

Contracting Officer
Date: 9-26-88

# APPENDIX F

## SPECIAL BANK ACCOUNT AGREEMENT

Agreement between the United States of America (hereinafter called the Government), represented herein by the Department of Energy (hereinafter referred to as "DOE"), Rockwell International Corporation, hereinafter called the "Contractor", a corporation existing under the laws of the State of Delaware, and Security Pacific National Bank, hereinafter called the Bank, a banking corporation existing under the laws of the State of California.

### RECITALS

(a) Under the date of October 1, 1966, the Government and the Contractor entered into contract No. EY-76-C-03-0700, providing for the making of advances of Government funds to the Contractor. Copy of such advances provisions has been furnished to the Bank.

(b) DOE requires that amounts advanced to the Contractor under said contract be deposited in a Special Bank Account or accounts with a bank designated by the Treasury Department as a depository and financial agent of the government (Section 10 of the Act of June 11, 1942, 56 Stat. 356; 12 U.S.C. 265), separate from any of the Contractor's general or other funds; and, the Bank being such a bank, the parties are agreeable to so depositing said amounts with the Bank.

(c) This Special Bank Account shall be designated:

"Rockwell International Corporation DE-AC03-76SF00700
United States Department of Energy Special Bank Account."

### COVENANTS

In consideration of the foregoing, and for other good valuable considerations, it is agreed that:

(1) The Government shall have title to the credit balance in said account to secure the return of all advances made to the Contractor, which title shall be superior to any lien or claim of the Bank or others with respect to such account.

(2) The Bank will be bound by the provisions of said contract or contracts relating to the deposit and withdrawal of funds in the above Special Bank Account, but shall not be responsible for the application of funds properly withdrawn from said account. After receipt by the Bank of written directions from the Contracting officer or from the duly authorized representative of the Contracting Officer, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions.

(3) The Government, or its authorized representative, shall have access to the books and records maintained by the Bank with respect to such Special Bank Account at all reasonable times and for all reasonable purposes, including, without limitation, the inspection or copying of such books and records and any and all memoranda, checks, correspondence or documents pertaining thereto. Except as agreed upon by the Government and the Bank, all books and records pertaining to the Special Bank Account in the possession of the Bank relating to the Special Bank Account agreement shall be preserved by the Bank for a period of three (3) years after final payment under the contract to which the Special Bank Account agreement pertains or otherwise disposed in such manner as may be agreed upon by the Government and the Bank.

(4) In the event of the services of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Bank Account, the Bank will promptly notify the head of the procuring activity, DOE.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A146 | See Blk 16C | | |

6. ISSUED BY CODE B105

S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: D. B. Vandiver, Manager
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 10/1/66

## 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)*

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X Article IV Obligation of Funds

☐ D. OTHER *(Specify type of modification and authority)*

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

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

See Attachment "A"

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)* | |
|---|---|---|---|
| 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 9/27/88 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. ARTICLE IV SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS. PROGRAM DEVELOPMENT, AND FINANCIAL PROCEDURE is revised to read as follows:

   So much of this Article IV as reads that $550,334,895.64 is the amount presently obligated under this contract through Modification No. A145 is changed to read as follows:

| | |
|---|---|
| $550,334,895.64 | Amount obligated through Modification No. A145 |
| $ 3,873,471.00 | Amount increased in Modification No. A146 |
| $554,208,366.64 | Amount obligated through Modification No. A146 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | AFSTC8812 | $171,600 |
| 4A | AF2010202 | | 5,299 |
| 4A | AF8010 | | 1,800,000 |
| YA | AF2010201 | | 975,900 |
| YA | AF2010202 | | 442,828 |
| YA | AF651070 | | 1,061 |
| YA | AF8010 | | 422,104 |
| YA | AH1020 | | 15,500 |
| YB | 39AF80 | GPN102 | 39,179 |
| TOTAL MOD. A146 | | | $3,873,471 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A147 | See Blk 16C | | |

6. ISSUED BY CODE B105
U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Cango Park, CA 91304
Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
10/1/66

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)*

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Clause 7 Obligation of Funds

D. OTHER *(Specify type of modification and authority)*

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

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

See Attachment "A"

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)* |
|---|---|
| | |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY Earl Schaler *(Signature of Contracting Officer)* | 10/12/88 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $554,208,366.64 is the amount presently obligated under this contract through Modification No. A146 is changed to read as follows:

| | |
|---|---|
| $554,208,366.64 | Amount obligated through Modification No. A146 |
| $ 10,981,272.00 | Amount increased in Modification No. A147 |
| $565,189,638.64* | Amount obligated through Modification No. A147 |

* This amount includes $175,000 for provisional base fee for FY 1989.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| TA | GE022106 | | $ 110,000 |
| YA | AF2010201 | | (975,900) |
| YA | AF2010202 | | 267,172 |
| YA | AF6590 | | 1,000,000 |
| YA | AF8010 | | 8,900,000 |
| YA | AH1020 | | 380,000 |
| YB | 35AF80 | 99ZZ | 300,000 |
| YB | 39AF80 | GPN102 | 1,000,000 |
| TOTAL MOD. NO. A147 | | | $10,981,272 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A148 | See Blk 16C | | |

6. ISSUED BY — CODE B105

S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: D. B. Vandiver, Manager
Contracts & Proposals
Energy Program

CODE | FACILITY CODE

(If)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X — 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 10/1/66

## 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 AH 1020

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X Clause 7 Obligation of Funds

☐ D. OTHER *(Specify type of modification and authority)*

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

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

See Attachment "A"

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)* |
|---|---|
| | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY Earl Schalin *(Signature of Contracting Officer)* | Oct. 25, 1988 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 reads that $565,189,638.64 is the amount presently obligated under this contract through Modification No. A147 is changed to read as follows:

| | |
|---|---|
| $565,189,638.64 | Amount obligated through Modification No. A147 |
| $ 1,215,000.00 | Amount increased in Modification No. A148 |
| $566,404,638.64* | Amount obligated through Modification No. A148 |

* This amount includes $194,000 for provisional base fee for FY 1989.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AH1020 | | $1,215,000 |
| TOTAL MOD NO. A148 | | | $1,215,000 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 . 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A149 | See Blk 16c | | |

6. ISSUED BY — CODE B186

U.S.Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: D.B. Vandiver, Manager
Contracts & Proposals
Energy Program

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10/01/66

## 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)

## 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).

(X) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 7 Obligation of Funds

( ) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

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) | |
|---|---|---|---|
| | | Dorothy M. Lacey | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY Dorothy M Lacey (Signature of Contracting Officer) | |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 reads that $566,404,638.64 is the amount presently obligated under this contract through Modification No. A148 is changed to read as follows:

| | |
|---|---|
| $566,404,638.64 | Amount obligated through Modification No. A148 |
| $ 39,703.50 | Amount increased in Modification No. A149 |
| $566,444,342.14* | Amount obligated through Modification No. A149 |

* This amount includes $194,600 for provisional base fee for FY 1989.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| HA | EF080120 | | $ <75,000.00> |
| TA | GE022106 | | <110,000.00> |
| TA | GE0116 | | 110,000.00 |
| TA | GE022106 | | 100,000.00 |
| YB | 39WB | 82A601560 | <294.01> |
| YB | 39WB | 82A601600 | <2.49> |
| 3Y | 400409 | C30000M | 15,000.00 |
| TOTAL MOD NO. A149 | | | $ 39,703.50 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A150 | See Blk 16c | | |

6. ISSUED BY CODE B105
S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: D.B. Vandiver, Manager
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
10/01/66

## 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)

## 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 Clause 7 Obligation of Funds

D. OTHER (Specify type of modification and authority)

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

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

See Attachment "A"

EXECUTED

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) |
|---|---|
| | |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | 12-12-88 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $566,444,342.14 is the amount presently obligated under this contract through Modification No. A149 is changed to read as follows:

| | |
|---|---|
| $566,444,342.14 | Amount obligated through Modification No. A149 |
| $ 916,768.00 | Amount increased in Modification No. A150 |
| $567,361,110.14* | Amount obligated through Modification No. A150 |

* This amount includes $209,600 for provisional base fee for FY 1989.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERNG CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPROTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 4A | AF2010202 | | $ 80,000 |
| YA | AF2010202 | | 15,568 |
| YA | AM1500000 | | <50,000> |
| 3T | 4004030 | N0002489P030549 | 871,200 |
| TOTAL MOD A150 | | | $ 916,768 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A151 | See Blk 16C | | |

6. ISSUED BY — CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: D.B. Vandiver, Manager
Contracts & Proposals
Energy Program

CODE | FACILITY CODE

(  ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10/01/66

## 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.

ACCOUNTING AND APPROPRIATION DATA (If required)

## 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)
Clause 7 Obligation of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

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) |
|---|---|
| | Earl [illegible]<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |

NSN 7540-01-152-8070

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $567,361,110.14 is the amount presently obligated under this contract through Modification No. A150 is changed to read as follows:

| | |
|---|---|
| $567,361,110.14 | Amount obligated through Modification No. A150 |
| $ 4,694,300.00 | Amount increased in Modification No. A151 |
| $572,055,410.14* | Amount obligated through Modification No. A151 |

   * This amount includes $286,600 for provisional base fee for FY 1989.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| TA | GE022106 | | ($100,000) |
| TA | GE022105 | | $100,000 |
| YA | AM1500000 | | $50,000 |
| YB | 39WB | 89A601 | $198,300 |
| YB | 39AF80 | GPN102 | $123,000 |
| 3T | 400403 | AFWL89047 | $295,000 |
| 3T | 400403 | NOOO2489MP28509 | $4,028,000 |
| | | TOTAL MOD A151 | $4,694,300 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A152 | See Blk 16C | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY *(If other than Item 6)* | CODE |
|---|---|---|---|
| U. S. Department of Energy<br>San Francisco Operations Office<br>1333 Broadway<br>Oakland, CA 94612 | B105 | | |

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | |
| | 9B. DATED *(SEE ITEM 11)* |
| | |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| X | DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* |
| | 10/01/66 |

| 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)*

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

| | |
|---|---|
| (If) | 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)*<br>Clause 7 Obligation of Funds |

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

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

See Attachment "A"

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)* |
|---|---|
| | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY Earl Schalin *(Signature of Contracting Officer)* | 2/28/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $572,055,410.14 is the amount presently obligated under this contract through Modification No. A151 is changed to read as follows:

| | |
|---|---|
| $572,055,410.14 | Amount obligated through Modification No. A151 |
| $ 258,339.71 | Amount increased in Modification No. A152 |
| $572,313,749.85* | Amount obligated through Modification No. A152 |

   * This amount includes $291,600 for provisional base fee for FY 1989.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 4A | AF8010 | | $ <95,000> |
| SA | WN0219 | | 410,000 |
| YB | 39WB | 83A601190 | <56,660.29> |
| TOTAL MOD NO. A152 | | | $ 258,339.71 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M153 | See Blk 16C | | |

6. ISSUED BY — CODE B105

. S. Department of Energy
an Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Programs

(V) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 10/1/66

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)*

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

(V) 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 Clause 4 Estimated Cost, Base Fee & Award Fee

D. OTHER *(Specify type of modification and authority)*

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 Attachment "A"

EXECUTED ONLY

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)* |
|---|---|
| ın Halligan, Manager -Space Station Freedom<br>ontracts & Proposals/Energy Programs | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 4-7-89 | BY (Signature of Contracting Officer) | |

ATTACHMENT A

1. CLAUSE 4.(c) ESTIMATED COST, BASE FEE AND AWARD FEE is revised to read as follows:

(c) Estimated Cost, Base Fee and Award Fee

The estimated cost of this contract for the period of October 1, 1988 through September 30, 1989 is $29,499,528. A base fee of $435,302 is payable in accordance with the clause entitled "Payments and Advances." For FY 1989 the Total Estimated Budget (Cost & Fee) is $31,269,500, the Maximum Award Fee is $1,616,838, the Base Fee is $435,302 and the total Base Fee and Maximum Award Fee is $2,052,140.

The total amount of award fee available under this contract for each fiscal year is distributed among 100 award fee points, as delineated in the Award Fee Plan. These award fee points are assigned to the following evaluation periods in the following manner:

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1988 - January 31, 1989 | 29.75 |
| February 1, 1989 - May 31, 1989 | 25.50 |
| June 1, 1989 - September 30, 1989 | 44.75 |

FY 1989 available award fee = $1,616,838; each award fee point = $16,168.38

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A154 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(V) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 10/01/66

## 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)*

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

| | |
|---|---|
| (V) | 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)* Clause 7 Obligation of Funds |

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

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

See Attachment "A"

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)* |
|---|---|
| | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | 3/24/89 | BY *(Signature of Contracting Officer)* Earl Schalin | 3/29/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $572,313,749.85 is the amount presently obligated under this contract through Modification No. M153 is changed to read as follows:

| | |
|---|---|
| $572,313,749.85 | Amount obligated through Modification No. M153 |
| $ (175,000.00) | Amount decreased in Modification No. A154 |
| $572,138,749.85 | Amount obligated through Modification No. A154 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AF651070 | | $50,000 |
| YA | AM15000 | | $(325,000) |
| YA | EB2101 | | $62,000 |
| YA | EB2303 | | $38,000 |
| | | TOTAL MOD A154 | $(175,000) |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A155 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
10/01/66

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)

## 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).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)

X Clause 7 Obligation of Funds

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

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

See Attachment "A"

EXECUTED COPY

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) | |
|---|---|---|---|
| | | Earl Schalin<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY (Signature of Contracting Officer) | 16C. DATE SIGNED |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $572,138,749.85 is the amount presently obligated under this contract through Modification No. A154 is changed to read as follows:

| | |
|---|---|
| $572,138,749.85 | Amount obligated through Modification No. A154 |
| $ 667,154.00 | Amount increased in Modification No. A155 |
| $572,805,903.85 | Amount obligated through Modification No. A155 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | EB2101 | | ($27,000) |
| YA | EB2104 | | $27,000 |
| YA | WG04 | | $44,000 |
| TA | GE0116 | | $290,000 |
| FX | CC1010 | | $260,000 |
| CA | EA04 | | $73,154 |
| | | TOTAL MOD A155 | $667,154 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A156 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/01/66 |

## 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)*

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

| | |
|---|---|
| (V) | 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)* Clause 7 Obligation of Funds |

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

EXECUTED COPY

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)* |
|---|---|
| | |

| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Scholin *(Signature of Contracting Officer)* | 16C. DATE SIGNED 5/19/89 |
|---|---|---|---|

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $572,805,903.85 is the amount presently obligated under this contract through Modification No. A155 is changed to read as follows:

| | |
|---|---|
| $572,805,903.85 | Amount obligated through Modification No. A155 |
| $ 1,913,524.82 | Amount increased in Modification No. A156 |
| $574,719,428.67 | Amount obligated through Modification No. A156 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | N002489MP0032 | $1,900,000.00 |
| YA | AF3020 | | ($3,529.18) |
| CA | EA04 | | $17,054.00 |
| | | TOTAL MOD A156 | $1,913,524.82 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M157 | See Blk 16C | | |

6. ISSUED BY CODE B135
U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

ATTN: J. Klein, Contract Administrator
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(√) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
11/1/66

## 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)*

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X By Mutual Agreement

☐ D. OTHER *(Specify type of modification and authority)*

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 Attachment "A"

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)* |
|---|---|
| Ann Halligan, Manager - Contracts & Space Station Freedom and Energy Programs | Bobbie Vadnais<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| Ann Halligan<br>*(Signature of person authorized to sign)* | 6/19/89 | BY Bobbie Vadnais<br>*(Signature of Contracting Officer)* | 6-23-89 |

Attachment "A"

The following new clause is hereby added:

"Clause 102 : FAR 52.223-6 DRUG-FREE WORKPLACE

I.034 FAR 52.223-6 DRUG-FREE WORKPLACE (MAR 1989)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about --

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment."

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A158 | See Blk 16C | | |

ISSUED BY CODE B186

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| (#) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/01/66 |

## 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)*

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7 Obligation of Funds |

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

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

See Attachment "A"

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)* |
|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA BY Earl Schaelin *(Signature of Contracting Officer)* | 16C. DATE SIGNED 6/21/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $574,719,428.67 is the amount presently obligated under this contract through Modification No. M157 is changed to read as follows:

| | |
|---|---|
| $574,719,428.67 | Amount obligated through Modification No. M157 |
| $ 5,116,680.00 | Amount increased in Modification No. A158 |
| $579,836,108.67 | Amount obligated through Modification No. A158 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AH1020 | | ($53,120.00) |
| 4A | AF8010 | | $3,000,000.00 |
| 3T | 400403 | WL 89-146 BASIC | $19,500.00 |
| SA | WN0119 | | $2,150,300.00 |
| | | TOTAL MOD A158 | $5,116,680.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

EXECUTED COPY

| 1. CONTRACT ID CODE | PAGE | OF PAGES |
|---|---|---|
| | 1 | 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A159 | See Blk 16C | | |

6. ISSUED BY — CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE | FACILITY CODE

( ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
10/01/66

## 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)

## 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Clause 7 Obligation of Funds

EXECUTED COPY

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

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

See Attachment "A"

EXECUTED COPY

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) | |
|---|---|---|---|
| | | Earl Schalin | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Earl Schalin<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>7/27/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $579,836,108.67 is the amount presently obligated under this contract through Modification No. A158 is changed to read as follows:

| | |
|---|---|
| $579,836,108.67 | Amount obligated through Modification No. A158 |
| $ 74,831.51 | Amount decreased in Modification No. A159 |
| $579,761,277.16 | Amount obligated through Modification No. A159 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 4A | AF8010 | | ($100,000.00) |
| YA | WB | | ($47,985.51) |
| CA | EA04 | | $73,154.00 |
| | | TOTAL MOD A159 | ($74,831.51) |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M160 | See Blk 16C | EXECUTED COPY | |

6. ISSUED BY CODE B105

U. S. Department of Energy
an Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*

10/01/66

## 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)*

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X Clause 1 Definitions and Clause 86 Key Personnel

☐ D. OTHER *(Specify type of modification and authority)*

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.)*

EXECUTED COPY

See Attachment "A"

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)* | |
|---|---|---|---|
| | | Earl Schalin<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY *(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>9/5/89 |



EXECUTED COPY

Attachment"A"

This contract is modified in the following particulars:

1. So much of paragraph (f)(1) of Clause 1 DEFINITIONS as reads" (xxii) Large Leak Test Rig (Building No. 459 and part of 059)" is changed to read "(xxii) Uninterruptible Power Supply (Building No. 459)"

2. There is added to paragraph (f)(1) of Clause 1 DEFINITIONS the following:

   "(xxvii) Sodium Storage (Building 029)
   (xxviii) Large Leak Test Rig (Building 059)"

3. There is deleted from Appendix D Key Personnel the following:

   "E. E. Eberle"

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A161 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)

10/01/86

## 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)

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

(V) 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)
Clause 7 Obligation of Funds

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

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

See Attachment "A"

EXECUTED

Provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force

| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
|---|---|
| | Earl Schalin |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | 8/30/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $579,761,277.16 is the amount presently obligated under this contract through Modification No. M160 is changed to read as follows:

| | |
|---|---|
| $579,761,277.16 | Amount obligated through Modification No. M160 |
| $ 3,100,896.00 | Amount increased in Modification No. A161 |
| $582,862,173.16 | Amount obligated through Modification No. A161 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | N000248MP28509 | $4,451,096.00 |
| 3T | 400403 | WL89-146 | $20,500.00 |
| 3T | 400403 | N0002489MP0032 | ($1,300,000.00) |
| SA | WN0219 | | ($400,000.00) |
| 4A | AF8010 | | ($105,000.00) |
| YA | AH1020 | | $425,000.00 |
| YA | YN1901 | | $15,000.00 |
| YA | AF8010 | | ($5,700.00) |
| | | TOTAL MOD A161 | $3,100,896.00 |

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE | OF PAGES |
|---|---|---|
| | 1 | 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A162 | See Blk 16C | | |

6. ISSUED BY CODE B105

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
10/01/ 66

## 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)*

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
Clause 7 Obligation of Funds

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

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

See Attachment "A"

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)* Earl Schalin | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Schalin *(Signature of Contracting Officer)* | 16C. DATE SIGNED 9/2 |

Attachment "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $582,862,173.16 is the amount presently obligated under this contract through Modification No. A161 is changed to read as follows:

| | |
|---|---|
| $582,862,173.16 | Amount obligated through Modification No. A161 |
| $ 180,449.00 | Amount increased in Modification No. A162 |
| $583,042,622.16 | Amount obligated through Modification No. A162 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403 | N0002489P030549 | ($871,200.00) |
| CA | EA04 | | $100.00 |
| HA | EF08012 | | $463,000.00 |
| YA | AF2010201 | | $62,710.00 |
| YA | AF2010202 | | $215,823.00 |
| YA | AF651070 | | $25,255.00 |
| YA | AH10200 | | $104,760.00 |
| TA | GE022105 | | $103,000.00 |
| YB | 39AF80 | GPN10200 | $77,001.00 |
| | | TOTAL MOD A162 | $180,449.00 |

RECEIVED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A163 | See Blk 16C | | |

JED BY CODE B105

7. ADMINISTERED BY (If other than Item 6) CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/01/66 |

## 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)

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

| | |
|---|---|
| (If) | 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) Clause 7 Obligation of Funds |

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

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

See Attachment "A"

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) |
|---|---|
| | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Earl Schalin (Signature of Contracting Officer) | 10/10/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $583,042,622.16 is the amount presently obligated under this contract through Modification No. M162 is changed to read as follows:

| | |
|---|---|
| $583,042,622.16 | Amount obligated through Modification No. M162 |
| $ 4,510,000.00 | Amount increased in Modification No. A163 |
| $587,552,622.16 * | Amount obligated through Modification No. A163 |

* This amount includes $70,122 for provisional base fee for FY90.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AF8010 | | $2,300,000.00 |
| YA | AH1020921 | | $10,000.00 |
| YA | AH1020922 | | $200,000.00 |
| TA | NP01 | | $1,300,000.00 |
| TA | NP02 | | $200,000.00 |
| TB | 39NP | 88-D154 | $500,000.00 |
| | | TOTAL MOD A163 | $4,510,000.00 |

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M164 | See Blk 16C | | |

6. ISSUED BY — CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE | FACILITY CODE

(If) | 9A. AMENDMENT OF SOLICITATION NO.

98. DATED *(SEE ITEM 11)*

X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* 10/01/66

## 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)*

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

(If) 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:

D. OTHER *(Specify type of modification and authority)*

X Clauses 5 Determination of Award Fee Earned and 8. Payments and Advances

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

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

See Attachment "A"

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.

| NAME AND TITLE OF SIGNER *(Type or print)* | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* |
|---|---|
| | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | EXECUTED | BY Earl Schalin *(Signature of Contracting Officer)* | 11/9/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to provide provisional award fee as follows:

   The amount presently obligated under this contract through Modification No. M164 is as follows:

| | |
|---|---|
| $587,552,622.16 | Amount obligated through Modification No. A163 |
| $ -0- | Amount changed in Modification No. M164 |
| $587,552,622.16* | Amount obligated through Modification No. M164 |

* This amount includes $700,000 for provisional award fee for the 1st and 2nd trimester at FY1989.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

EXECUTED

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A165 | See Blk 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/01/66 |

## 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)

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7 Obligation of Funds |

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

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

See Attachment "A"

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 effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
|---|---|
| | Joan Macrusky<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Joan Macrusky (Signature of Contracting Officer) | 12/1/89 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $587,552,622 is the amount presently obligated under this contract through Modification No. M164 is changed to read as follows:

| | |
|---|---|
| $587,552,622.16 | Amount obligated through Modification No. M164 |
| $ 5,816,740.00 | Amount changed in Modification No. A165 |
| $593,369,362.16 | Amount obligated through Modification No. A165 |

* This amount includes $83,023 for provisional base fee FY90.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AF8010 | | $3,760,000.00 |
| YA | AH1020921 | | $5,000.00 |
| YA | AH1020922 | | $1,553,240.00 |
| YA | WB0000000 | | $25,000.00 |
| 3Y | 400409000 | C-30000-M | $13,500.00 |
| HA | EF0801200 | | ($100,000.00) |
| YB | 35AF80 | 99ZZ | $190,000.00 |
| YB | 35AH1020 | 99ZZ | $21,000.00 |
| YB | 39AF80 | GPN102 | $349,000.00 |
| | | TOTAL MOD A165 | $5,816,740.00 |

EXECUTED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A166 | See Block 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10/01/66

## 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)

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Clause 7, Obligation of Funds

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

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

See Attachment "A"

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) Earl Schalin Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Schalin (Signature of Contracting Officer) | 16C. DATE SIGNED 12/26/89 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

EXECUTED COPY

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $593,369,362.16 is the amount presently obligated under this contract through Modification No. A165 is changed to read as follows:

| | |
|---|---|
| $593,369,362.16 | Amount obligated through Modification No. A165 |
| $ 1,031,502.00 | Amount changed in Modification No. A166 |
| $594,400,864.16* | Amount obligated through Modification No. A166 |

* This amount includes $169,183 for provisional base and $700,000 award fee for FY90.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGREEM'T NO. | AMOUNT |
|---|---|---|---|
| 4A | AF2010202 | | $90,000.00 |
| YA | AF651070 | | $79,000.00 |
| CA | EA04 | | $101,000.00 |
| TA | GB020604 | | $10,000.00 |
| SA | WN0219042 | RP8000-49 | $23,402.00 |
| YB | 39WB | 90A601 | $11,100.00 |
| 3T | 400403109 | WLK-0-008 | $25,000.00 |
| 3T | 400403309 | N0002489MP28509 | $682,000.00 |
| 3Y | 400410020 | B-3082-0 | $10,000.00 |
| | | TOTAL MOD A166 | $1,031,502.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

EXECUTED

| 1. TRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A167 | See Block 16C | N/A | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*

10/01/66

## 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)*

## 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:

D. OTHER *(Specify type of modification and authority)*

X Clause 7, Obligation of Funds

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

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

See Attachment "A"

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)* | |
|---|---|---|---|
| | | Earl Schalin<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Bobbie Yadnais<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>2-2-90 |

EXECUTED

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $594,400,864.16 is the amount presently obligated under this contract through Modification No. A166 and is modified to read as follows:

| | |
|---|---|
| $594,400,864.16 | Amount obligated through Modification No. A166 |
| $ 1,345,025.63 | Amount added by Modification No. A167 |
| $595,745,889.79 | Amount obligated through Modificaiton No. A167 |

* This amount includes $21,858,89 for provisional base fee for FY 90.

* This amount also includes a de-obligation of ($39,000) plant costs.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403309 | N0002489MP28509-3 | $1,490,000.00 |
| 4A | AF8010 | | ($161,000.00) |
| SA | WA500201 | | $10,000.00 |
| YA | AM1001 | | $50,000.00 |
| YB | 39WB | 89A601 | $8,000.00 |
| YB | 39AF80 | GPN102 | ($47,000.00) |
| YA | YN1901 | | ($4,974.37) |
| | | TOTAL MOD A167 | $1,345,025.63 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A168 | See Block 16C | N/A | |

6. BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| (√) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/01/66 |

## 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)*

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

See Attachment "A"

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)* |
|---|---|
| | Earl Schalin<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY Earl Schalin *(Signature of Contracting Officer)* | 3/6/90 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $595,745,889.79 is the amount presently obligated under this contract through Modification No. A167 and is modified to read as follows:

   $595,745,889.79 Amount obligated through Modification No. A167
   $ 1,280,637.00 Amount added by Modification No. A168
   $597,026,526.79* Amount obligated through Modification No. A168

* This amount includes $210,953.89 for provisional base fee for FY 90, and $700,000 award fee for FY 90.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| CA | EA04 | | $16,637.00 |
| TA | NP01 | | $500,000.00 |
| TA | NP02 | | $25,000.00 |
| TB | 39NP02 | 88D154 | $475,000.00 |
| YA | AF8010 | | $250,000.00 |
| YB | 35AF80 | 99ZZ | $7,000.00 |
| YB | 39AF80 | GPN102 | $15,000.00 |
| YB | 39WB | 88A601 | ($8,000.00) |
| | | | ========== |
| | | TOTAL MOD A168 | $1,280,637.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A169 | See Block 16C | N/A | |

6. ISSUED BY CODE B105

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
10/01/66

## 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)

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

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:

☒ D. OTHER (Specify type of modification and authority)
Clause 7, Obligation of Funds

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

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

See Attachment "A"

EXECUTED COPY

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) |
|---|---|
| | Earl Schalin<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED |
| | 16B. UNITED STATES OF AMERICA<br>BY Earl Schalin<br>(Signature of Contracting Officer) |
| | 16C. DATE SIGNED<br>3/27/90 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $597,026,526.79 is the amount presently obligated under this contract through Modification No. A168. and is modified to read as follows:

| | |
|---|---|
| $597,026,526.79 | Amount obligated through Modification No. A168 |
| $ 4,900,000.00 | Amount added by Modification No. A169 |
| $601,926,526.79 | Amount obligated through Modification No. A169 |

* This amount includes $287,139.89 for provisional base fee for FY 90, and $700,000 award fee for FY 90.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| TA | NP02 | | ($85,000.00) |
| TA | NP05 | | $5,000,000.00 |
| TB | 39NP02 | 88D154 | ($15,000.00) |
| | | | ========== |
| | | TOTAL MOD A169 | $4,900,000.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A170 | See Block 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administration
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
10/1/66

## 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)

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☒ D. OTHER (Specify type of modification and authority)
Clause 7, Obligation of Funds

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

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

See Attachment "A"

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) | |
|---|---|---|---|
| | | Earl Schalin<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Earl Schalin<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>4/30/90 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATION FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $601,926,526.79 is the amount presently obligated under this contract through Modification No. A169 and is modified to read as follows:

| | |
|---|---|
| $601,926,526.79 | Amount obligated through Modification No. A169 |
| $ 421,532.00 | Amount added by Modification NO. A170 |
| $602,348,058.79* | Amount obligated through Modification No. A170 |

* This amount includes $293,694 for provisional base fee for FY 90, and $700,000 award fee for FY 90.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AF8010 | | $161,000.00 |
| YA | AF808110 | | ($1,700.00) |
| YA | AF808120 | | $1,700.00 |
| YA | AH1020882 | | $70,000.00 |
| YA | AH1020922 | | $70,000.00 |
| YA | AH1020881 | | $1,360.00 |
| YA | AH1020922 | | ($1,360.00) |
| YA | AH1020881 | | ($7,360.00) |
| YA | AH1020921 | | $7,360.00 |
| SA | WA500201 | | $4,000.00 |
| SA | WN0219042 | | $54,232.00 |
| SA | WN0219042 | RP8000-49 | $62,300.00 |
| | | TOTAL MOD A170 | $421,532.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A171 | See Block 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: J. Klein, Contract Administration
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)

10/1/66

## 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)

See Attachment Page 3 of 3

## 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).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)
Clause 7, Obligation of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

EXECUTED

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)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Earl Schalin
Contracting Officer

16B. UNITED STATES OF AMERICA
BY Earl Schalin
(Signature of Contracting Officer)

16C. DATE SIGNED
5/31/90

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $602,348,058.79 is the amount presently obligated under this contract through Modification No. A170 and is modified to read as follows:

| | |
|---|---|
| $602,348,058.79 | Amount obligated through Modification No. A170 |
| $ 888,312.00 | Amount added by Modification No. A171 |
| $603,236,370.79* | Amount obligated through Modification No. A171 |

* This amount includes $307,506 for provisional base fee for FY90.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| CA | EA04 | | $13,312.00 |
| HA | EF080120 | | $230,000.00 |
| TA | 400403109 | WLK-0-157 | $45,000.00 |
| TB | 39NP01 | 88D154000 | $600,000.00 |
| | | TOTAL MOD A171 | $888,312.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M172 | May 31, 1990 | | |

6. ISSUED BY CODE B105

U. Department of Energy
Sa ancisco Operations Office
135 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
10/1/66

## 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)*

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

(If) IS 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 Clause 4 Estimated Cost, Base Fee & Award Fee

D. OTHER *(Specify type of modification and authority)*

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 Attachment "A"

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)* | |
|---|---|---|---|
| Ann Halligan, Manager<br>Contracts & Proposals | | Earl Schalin<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| Ann Halligan<br>*(Signature of person authorized to sign)* | 6/7/90 | BY Earl Schalin<br>*(Signature of Contracting Officer)* | 6/8/90 |

ATTACHMENT A

1. CLAUSE 4. (c) ESTIMATED COST, BASE FEE AND AWARD FEE is revised to read as follows:

(c) Estimated Cost, Base Fee and Award Fee $27,647,100

The estimated cost of this contract for the period of October 1, 1989 through September 30, 1990 is ~~$27,294,434~~. A base fee of $449,750 is payable in accordance with the clause entitled "Payments and Advances." For FY 1990 the Total Estimated Budget (Cost & Fee) is $28,932,100, the Maximum Award Fee is $1,670,500, the Base Fee is $449,750 and the total Base Fee and Maximum Award Fee is $2,120,250.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A173 | See Block 16C | | |

6. ISSUED BY CODE B105

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| (V) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/1/66 |

## 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)*

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

| | |
|---|---|
| (V) | 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)* Clause 7, Obligation of Funds |

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

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

See Attachment "A"

EXECUTED COPY

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)* Earl Schalin Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Earl Schalin *(Signature of Contracting Officer)* | 16C. DATE SIGNED 6/25/90 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $603,236,370.79 is the amount presently obligated under this contract through Modification No. M172 is modified to read as follows:

| | |
|---|---|
| $603,236,370.79 | Amount obligated through Modification No. M172 |
| $ 2,827,535.00 | Amount added by Modification No. A173 |
| $606,063,905.79 | Amount obligated through Modification No. A173 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 4A | AF8010000 | | $2,581,600.00 |
| 3T | 400403190 | AFSTCPO 90-73 | $220,000.00 |
| 3Y | 400409900 | C-30000-M | $200,000.00 |
| 3Y | 400480000 | DEAI79-84BP17001 | ($174,065.00) |
| | | TOTAL MOD A173 | $2,827,535.00 |

Macrusky

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A174 | See Block 16C | | |

6. ISSUED BY CODE B179

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
Attn: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*

10/1/66

## 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)*

## 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:

D. OTHER *(Specify type of modification and authority)*

X Clause 7, Obligation of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment "A"

EXECUTED

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)* | |
|---|---|---|---|
| | | Joan Macrusky<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Joan Macrusky<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>8/1/90 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $606,063,905.79 is the amount presently obligated under this contract through Modification No. A173 is modified to read as follows:

| | |
|---|---|
| $606,063,905.79 | Amount obligated through Modification No. A173 |
| $ 119,820.80 | Amount added by Modification No. A174 |
| $606,183,726.59 | Amount obligated through Modification No. A174 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | YN1901 | | $15,000.00 |
| YA | AF808110 | | ($300,000.00) |
| YA | AF8010 | | $300,000.00 |
| SA | WN021906 | | $26,000.00 |
| TA | NP02 | | $70,000.00 |
| JA | AA0515 | | ($80.88) |
| JA | AA352025 | | ($36.89) |
| JA | AA551015 | | ($61.43) |
| 3Y | 40100102 | L-1609-0 | $9,000.00 |
| | | TOTAL MOD A174 | $119,820.80 |

Joanie Copy

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A175 | See Block 16C | | |

6. ISSUED BY CODE B179

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

CONFORMED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/1/66 |

## 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)*

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

CONFORMED COPY

SEE ATTACHMENT "A"

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)* Joan Macrusky Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Joan Macrusky *(Signature of Contracting Officer)* | 16C. DATE SIGNED 8/28/90 |

**ATTACHMENT "A"**

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

   So much of this Clause 7 as reads that $606,183,726.59 is the amount presently obligated under this contract through Modification No. A174 is modified to read as follows:

| | |
|---|---|
| $606,183,726.59 | Amount obligated through Modification A174 |
| $ 48,394.82 | Amount added by Modification A175 |
| $606,232,121.41 | Amount obligated through Modification A175 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| CA | EA04 | | $22,296.00 |
| YB | 39AF80 | 75005A0000XX | ($735.96) |
| YB | 39AF80 | 71003A0100XX | ($160.51) |
| YB | 39AF80 | 76006A0100XX | ($682.10) |
| YB | 39AF80 | 76006A0200XX | ($1,676.37) |
| YB | 39AF80 | 76006B0000XX | ($13,360.80) |
| YB | 39AF80 | 78006A0400XX | ($6,284.05) |
| YB | 39AF80 | 69004D0000XX | ($1.39) |
| 3Y | 40100102 | L-1609 | $49,000.00 |
| | | TOTAL MOD A175 | $48,394.82 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF 5

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| 5 M176 | See Block 16C | | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

## 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)

## 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement and Clause 4, Program Development and Financial Plans; Estimates and Cost Information

D. OTHER (Specify type of modification and authority)

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 ATTACHMENT "A"

EXECUTED COPY

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) | |
|---|---|---|---|
| D. Paster<br>President | | Joan Macruscky<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>7/19/91 | 16B. UNITED STATES OF AMERICA<br>BY (Signature of Contracting Officer) | 16C. DATE SIGNED<br>7/23/91 |

Attachment "A" to
Modification M176
Contract No. DE-AC03-76SF00700

Contract No. DE-AC03-76SF00700, as previously modified, is hereby further modified as follows with respect to performance by the Contractor on and after October 1, 1990 (without in any way affecting the rights of the parties under prior contractual agreements for prior periods of time):

1. Management and operating contract fee provisions set forth in the Department of Energy Acquisition Regulation (DEAR) in effect on October 1, 1990 shall apply to this contract, and any further changes to such Regulation will require a bilateral contract modification in order for those changes to be applicable to this contract.

2. Clause 4. PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION is revised as follows:

A. Revise Paragraph (c), Estimated Cost, Base Fee and Award Fee to read as follows:

"(c) Estimated Cost, Base Fee and Award Fee

For the period October 1, 1990 through September 30, 1991: The total estimated budget (cost and fee) is $33,631,750. The estimated cost is $32,179,750. The otherwise applicable fixed fee is $1,452,000. The base fee is 0% ($0.00) and the maximum award fee is 200% ($2,904,000) of the otherwise applicable fixed fee. The base fee plus the maximum award fee is $2,904,000."

B. Delete so much of Paragraph (c) Estimated Cost, Base Fee and Award Fee, as reads, "These award fee points are assigned to the following evaluation periods in the following manner:

| Evaluation Period | Available Award Fee Points |
|---|---|
| October 1, 1988 - January 31, 1989 | |
| February 1,1989 - May 31, 1989 | |
| June 1, 1989 - September 30, 1989 | |

FY1989 available award fee = $ ; each award fee point = $"

3. Delete existing Clause 5, DETERMINATION OF AWARD FEE EARNED and existing Clause 6. AWARD FEE PLAN in their entirety.

4. Add new Clause 5, DEAR 970.5204-54 AWARD FEE (Deviation) as follows:

"5. DEAR 970.5204-54 AWARD FEE (Deviation)

(a) Base Fee and Award Fee. It is herewith agreed that a base fee and an award fee, to be determined in accordance with the provisions of this clause, are available for payment in accordance with the clause of this contract entitled Payments and Advances.

(b) Fee Negotiations. Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon, the contracting officer and contractor shall enter into negotiation of a base and award fee in accordance with appropriate provisions for management and operating contract fees set forth in the Department of Energy Acquisition Regulation. This contract shall be modified at the conclusion of each negotiation to reflect the negotiated amounts for base and award fees. It is herein agreed the award fee amount shall be assigned to evaluation periods six months in duration. If the parties are unable to agree on a reasonable fee, the contracting officer shall determine the base and award fee unilaterally. This will be subject to Contractor appeal as provided in the disputes clause.

(c) Determination of Award Fee Earned.

(1) The Government shall at the conclusion of each specified evaluation period evaluate the contractor's performance for a determination of award fee earned.

(2) For this contract, the Government Fee Determination Official (FDO) will be the Manager of the San Francisco Operations Office. The contractor agrees that the determination as to the amount of award fee earned will be made by the Government FDO and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.

(3) The evaluation of contractor performance shall be in accordance with the Performance Evaluation Plan described in subparagraph (d) below. The contractor shall be promptly advised in writing of the determination, and the reasons why the award fee was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, in accordance with the Performance Evaluation Plan, the FDO may also consider any information available to him or her which relates to the contractor's performance of contract requirements. The determination of an award fee for any evaluation period is contingent on the Contractor maintaining acceptable levels of performance during that period in all rated areas under this contract. By this is meant that should the Fee Determination Official determine that performance in an award fee area does not meet the minimum acceptable level, he could determine that no award fee should be paid for that period even though overall performance for that period may exceed the minimum acceptable level. The above

provision is intended to protect DOE against conscious performance-level tradeoffs by the Contractor. The Fee Determination Official shall consider the relative importance (i.e., relative to overall performance) of any area for which performance may have been determined to be below the minimum acceptable before deciding that the Contractor is not entitled to any award fee. Unsatisfactory performance in a relatively unimportant area shall not be used as a basis for denying award fee, particularly if the Contractor has maintained a minimum acceptable level of overall performance.

(4) Unearned award fee may be carried over within a single fiscal year, or other two-period fee negotiation cycle as may have been agreed upon. The FDO may, at his/her sole discretion, specify in a fee determination that award fee not earned during the first evaluation period of a two-period fee cycle may be allocated to the second fee period in that fee cycle. The contractor shall not, however, be entitled to earn any of the "carry-over" fee if its overall performance in the latter evaluation period does not reflect an improvement over the prior evaluation period. Overall performance evaluations in the second period which are equal to or the same as those in the first period shall not be considered as improvements providing entitlement to the carry-over portion of the award fee pool. If the single negotiation of a base and award fee amount (fee cycle) will be for more than two evaluation periods, unearned award fees in anyone of the evaluation periods established by that negotiation may be carried over only to the next period covered by that negotiation. Fees unearned under one fee cycle may not be carried forward to another fee cycle.

(d) Performance Evaluation Plan.

(1) The Government shall establish unilaterally a Performance Evaluation Plan upon which the determination of award fee shall be based. Such Plan shall include the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area. A copy of the plan shall be provided to the contractor thirty (30) calendar days prior to the start of an evaluation period.

(2) The Performance Evaluation Plan will set forth the criteria upon which the contractor will be evaluated for performance relating to any technical, schedule, management, and/or cost functions selected for evaluation.

(3) The Performance Evaluation Plan may, consistent with the contract statement of work, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor at least thirty (30) calendar days prior to the start of the evaluation period to which the change will apply.

(e) Contractor Self-Assessment. Following each evaluation period, the contractor shall submit a self-assessment within 10 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the contractor's performance during the evaluation period. Where deficiencies in the performance are noted, the contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The FDO will review the contractor's self-assessment as part of the evaluation of the contractor's management during the period. An unrealistic self-assessment will result in lower award fee determinations. The contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the award fee determination.

(f) Schedule for Award Fee Determinations. The FDO shall issue the final award fee determination in accordance with a schedule set forth in the Performance Evaluation Plan. However, a determination must be made within sixty (60) calendar days after the receipt by the contracting officer of the contractor's self-assessment discussed in paragraph (e), above. If the determination is delayed beyond that date, the contractor shall be entitled to interest on the determined award fee amount at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S. C. 611) that is in effect on the payment date. The rate is referred to as the "Renegotiation Board Interest Rate", and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late award fee determination amount will accrue daily and be compounded in 30-day increments inclusive from the first day after the scheduled determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of award fee and be subject to interest if not paid in the succeeding 30-day period."

5. Add a new Clause 6, Provisional Award Fee, as follows:

"6. Provisional Award Fee

Provisional award fee shall be paid to the contractor in monthly payments equal to 5% of the amount of the award fee which would be earned by the contractor with a performance evaluation rating equal to the performance evaluation rating earned by the contractor for the previous award fee period."

6. In Clause 8, DEAR 970.5204-16 PAYMENTS AND ADVANCES (APR 1984) (Deviation), change the last word in line seven of paragraph (a) from "trimester" to "semester".

7. Appendix "C" to the Contract is deleted in its entirety.

All other terms and conditions of the Contract remain unchanged.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A177 | See Block 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Programs

CODE FACILITY CODE

| (✓) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | |
| | 9B. DATED *(SEE ITEM 11)* |
| | |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/1/66 |

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)*

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

SEE ATTACHMENT "A"

EXECUTED

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)* |
|---|---|
| | Joan Macrusky<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED |
| | 16B. UNITED STATES OF AMERICA<br>BY Joan Macrusky<br>*(Signature of Contracting Officer)* |
| | 16C. DATE SIGNED 9/28/90 |

**ATTACHMENT "A"**

This contract is modified in the following particulars:

1. **CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATION OF FUNDS is revised to read as follows:**

   So much of this Clause 7 that reads "$606,232,121.41" is the amount presently obligated under this contract through Modification No. A175 (Modification M176 is unexecuted at this time) is modified to read as follows:

| | |
|---|---|
| $606,232,121.41 | Amount obligated through Modification A175 |
| 766,059.20 | Amount added by Modification A177 |
| $606,998,180.61 | Amount obligated through Modification A177 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| FX | CC1010 | | $200,000.00 |
| YA | AH1020922 | | ($25,000.00) |
| YA | AH1020882 | | $25,000.00 |
| YA | YN1901 | | $23,000.00 |
| YB | 39AF80 | GFN102 | $20,772.20 |
| TA | GF729101 | | $103,000.00 |
| TA | GF729301 | | $350,000.00 |
| 3T | 400403109 | AFSTC PO 90-73 | $20,000.00 |
| 3T | 400403109 | MA90-086 | $9,900.00 |
| SA | WN0219042 | | $39,387.00 |
| | | TOTAL MOD A177 | $766,059.20 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A178 | See Block 16C | | |

6. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE — FACILITY CODE

| (✓) | 9A. AMENDMENT OF SOLICITATION NO. | |
|---|---|---|
| | 9B. DATED (SEE ITEM 11) | |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. | DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) | 10/1/66 |

## 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)

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, Obligation of Funds |

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

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

SEE ATTACHMENT "A"

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) | |
|---|---|---|---|
| | | Joan Macrusky<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Joan Macrusky<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>10/17/90 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $606,998,180.61 is the amount presently obligated under this contract through Modification No. A177 is modified to read as follows:

| | |
|---|---|
| $606,998,180.61 | Amount obligated through Modification A177 |
| $ 1,660,629.00 | Amount added by Modification A178 |
| $608,658,809.61 | Amount obligated through Modification A178 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AF6510700 | | $50,000.00 |
| YA | AF8010000 | | $1,200,000.00 |
| YA | EX2010301 | | $80,000.00 |
| YA | EX2010401 | | $5,000.00 |
| YA | EX2010402 | | $60,000.00 |
| YA | WB0000000 | | $629.00 |
| YB | 39AF80 | GPN102 | $265,000.00 |
| | | TOTAL MOD A178 | $1,660,629.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A179 | See Block 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klein, Contract Administrator
Contracts & Proposals
Energy Program

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/1/66 |

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)*

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

SEE ATTACHMENT "A"

EXECUTED

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)* |
|---|---|
| | Joan Macrusky<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY Joan Macrusky *(Signature of Contracting Officer)* | 11/2/90 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $608,658,809.61 is the amount presently obligated under this contract through Modification No. A178 is modified to read as follows:

| | |
|---|---|
| $608,658,809.61 | Amount obligated through Modification A178 |
| $ 887,000.00 | Amount added by Modification A179 |
| $609,545,809.61 | Amount obligated through Modification A179 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| YA | AF8010000 | | $400,000.00 |
| YA | EX2010401 | | $37,000.00 |
| YB | 39AF80 | GPN102 | $450,000.00 |
| | | TOTAL MOD A179 | $887,000.00 |

EXECUTED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A180 | See Block 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/1/66 |

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)

## 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: Clause 7, Obligation of Funds |
| ☐ | D. OTHER (Specify type of modification and authority) |

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

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

SEE ATTACHMENT "A"

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) |
|---|---|
| | Joan Macrusky<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Joan Macrusky (Signature of Contracting Officer) | 11/7/86 |

EXECUTED COPY

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $609,545,809.61 is the amount presently obligated under this contract through Modification No. A179 is modified to read as follows:

| | |
|---|---|
| $609,545,809.61 | Amount obligated through Modification A179 |
| $ 2,337,900.00 | Amount added by Modification A180 |
| $611,883,709.61 | Amount obligated through Modification A180 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGREEM'T NO. | AMOUNT |
|---|---|---|---|
| YA | AF8010000 | | $2,100,000.00 |
| YA | AM1001000 | | ($1,100.00) |
| YA | EX1010030 | | $22,000.00 |
| YA | EX2010101 | | $30,000.00 |
| YA | EX2010301 | | $28,000.00 |
| YA | EX2010401 | | ($29,000.00) |
| YA | EX2010402 | | $146,000.00 |
| YB | 39EX10102 | GP-D171 | $39,000.00 |
| SA | WN0219042 | | $3,000.00 |
| | | | ========== |
| | | TOTAL MOD A180 | $2,337,900.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A181 | See Block 16c | N/A | |

1. CONTRACT ID CODE | PAGE OF PAG

6. ISSUED BY CODE B188

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA. 91304

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

XX DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) 10/1/66

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)

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). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 7, Obligation of Funds |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☒ is not, ☒ is required to sign this document and return 4 copies to the issuing office.

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

SEE ATTACHMENT "A"

EXECUTED COPY

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)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Joan Macrusky
Contracting Officer

16B. UNITED STATES OF AMERICA
BY Joan Macrusky
(Signature of Contracting Officer)

16C. DATE SIGNED 11/23/90

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $611,883,709.61 is the amount presently obligated under this contract through Modification No. A180 is modified to read as follows:

| | |
|---|---|
| $611,883,709.61 | Amount obligated through Modification A180 |
| $ 119,412.00 | Amount added by Modification A181 |
| $612,003,121.61 | Amount obligated through Modification A181 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 4A | AF2060200 | | $95,000.00 |
| SA | WN0219042 | | $24,412.00 |
| | | TOTAL MOD A181 | $119,412.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A182 | See Blk 16c | N/A | |

6. ISSUED BY — CODE B188

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA. 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA. 91304

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| XX | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* 10/1/66 |

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)*

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

(If) 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:

D. OTHER *(Specify type of modification and authority)*

X Clause 7, Obligation of Funds

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

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

SEE ATTACHMENT "A"

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)* |
|---|---|
| | Sarah S. Eary<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED |
| | 16B. UNITED STATES OF AMERICA<br>BY Sarah S. Eary<br>*(Signature of Contracting Officer)* |
| | 16C. DATE SIGNED 12-27-90 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $612,003,121.61 is the amount presently obligated under this contract through Modification No. A181 is modified to read as follows:

| | |
|---|---|
| $612,003,121.61 | Amount obligated through Modification A181 |
| $ 18,474,988.25 | Amount added by Modification A182 |
| $630,478,109.86 | Amount obligated through Modification A182 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| SA | WN0219042 | | $45,004.00 |
| TA | EW2010101 | | $299,000.00 |
| TA | EW2010102 | | $55,000.00 |
| TA | EW2010301 | | $195,000.00 |
| TA | EW2010401 | | $511,000.00 |
| TA | EW2010402 | | $1,448,000.00 |
| YA | AF8010000 | | $8,930,000.00 |
| YA | AM1500000 | | ($1,868.08) |
| YA | AM1001000 | | ($4,072.67) |
| YA | EX1010030 | | $156,888.00 |
| YA | EX2010102 | | $302,000.00 |
| YA | EX2010401 | | $15,000.00 |
| YA | EX2010402 | | $1,815,000.00 |
| YA | EX3010050 | | $444,000.00 |
| YA | WB0000000 | | $19,371.00 |
| YB | 35AF80000 | 99ZZ | $696,000.00 |
| YB | 39AF80000 | GPN102 | $669,000.00 |
| YB | 39EX10102 | GP-D171 | $24,566.00 |
| YB | 39EX10102 | 91-E203 | $2,844,000.00 |
| YB | 39WB00000 | 91A601 | $12,100.00 |
| | | TOTAL MOD A182 | $18,474,988.25 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A183 | See Blk 16c | N/A | |

6. ISSUED BY CODE

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

**EXECUTED**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 92304

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

XX DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
10/01/66

## 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)*

## 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:

D. OTHER *(Specify type of modification and authority)*

X Clause 7, Obligation of Funds

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

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

SEE ATTACHMENT "A"

**EXECUTED**

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)*

15B. CONTRACTOR/OFFEROR

*(Signature of person authorized to sign)*

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Joan Macrusky
Contracting Officer

16B. UNITED STATES OF AMERICA
BY Joan Macrusky
*(Signature of Contracting Officer)*

16C. DATE SIGNED
1/30/91

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $630,478,109.86 is the amount presently obligated under this contract through Modification No. A182 is modified to read as follows:

| | |
|---|---|
| $630,478,109.86 | Amount obligated through Modification A182 |
| 59,400.00 | Amount added by Modification A183 |
| **$630,537,509.86** | Amount obligated through Modification A183 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| HA | EC0802000 | | $12,000.00 |
| SA | WN0219042 | | $21,500.00 |
| TA | NP0200000 | | ($66,000.00) |
| TB | 39NP02000 | 88-D154 | ($44,000.00) |
| YA | AF6510700 | | $330,000.00 |
| YA | EX2010101 | | ($30,000.00) |
| YA | EX2010301 | | ($108,000.00) |
| YA | EX2010401 | | ($13,000.00) |
| YA | EX2010402 | | ($31,000.00) |
| YB | 39WB00000 | 91A601 | ($12,100.00) |
| | | TOTAL MOD A183 | $59,400.00 |

CONFORMED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A184 | See Blk 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

[redacted]

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 10/1/66 |

## 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)

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

| | |
|---|---|
| (If) | 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) Clause 7, Obligation of Funds |

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

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

See Attachment "A"

[redacted]

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) |
|---|---|
| | Joan Macrusky<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Joan Macrusky (Signature of Contracting Officer) | 2/28/91 |

CONFORMED COPY

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7 SUBPARAGRAPH (a) OF OBLIGATIONS FUNDS is revised to read as follows:

So much of this Clause 7 as reads that $630,537,509.86 is the amount presently obligated under this contract through Modification No. A183 is modified to read as follows:

| | |
|---|---|
| $630,537,509.86 | Amount obligated through Modification A183 |
| $ 514,724.00 | Amount added by Modification A184 |
| $631,052,233.86 | Amount obligated through Modification A184 |

Note: This Modification recognizes award fee in the amount of $730,844 which reflects the Fee Determination made for the 2nd Semester of FY90.

CONFORMED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A185 | See Block 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

[redacted]

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| (✓) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) 01 OCT 66 |

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)

See Attached

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment "A"

[redacted]

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) |
|---|---|
| | Sarah Eary<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Sarah A. Eary (Signature of Contracting Officer) | 3/22/91 |

CONFORMED COPY

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that $631,052,233.86 is the amount presently obligated under this contract through Modification No. A184 is modified to read as follows:

| | |
|---|---|
| $631,052,233.86 | Amount obligated through Modification A184 |
| $ 89,999.57 | Amount obligated by Modification A185 |
| $631,142,233.43 | Amount obligated through Modification A185 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| CM | EA0400000 | | ($0.43) |
| YA | EX3010050 | | $90,000.00 |
| | | TOTAL MOD A185 | $89,999.57 |

# AMENDMENT OF SOLICITATIC /ODIFICATION OF CONTRACT

CONFORMED COPY

CONTRACT ID CODE | PAGE OF PAGES 3

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A186 | See Block 16C | N\|A | |

6. ISSUED BY — CODE

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, California 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

[redacted]

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, California 91304

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76-SF00700

10B. DATED (SEE ITEM 13) 01 OCT 66

## 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)

See Attached

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)

Clause 7, OBLIGATION OF FUNDS

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

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

See Attachment "A"

[redacted]

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) Sarah Eary Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Sarah D. Eary (Signature of Contracting Officer) | 16C. DATE SIGNED 4-11-91 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that $631,142,233.43 is the amount presently obligated under this contract through Modification No. A185 is modified to read as follows:

| | |
|---|---|
| $631,142,233.43 | Amount obligated through Modification A185 |
| $ 106,000.00 | Amount obligated by Modification A186 |
| $631,248,233.43 | Amount obligated through Modification A186 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 3T | 400403109 | PL PO 91-41 | $14,000.00 |
| TA | EW2010301 | ADS 4014WA | $105,000.00 |
| TA | EW4050200 | ADS 4501 | $13,000.00 |
| YA | EX2010402 | ADS 4005AA | ($35,000.00) |
| YA | EX2010402 | ADS 4003AA | $9,000.00 |
| | | TOTAL MOD A186 | $106,000.00 |

CONFORMED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE OF PAGES 1 | 3

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. |
|---|---|---|
| A187 | See Block 16C | N/A |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than Item 6) | CODE |
|---|---|---|---|
| Department of Energy<br>San Francisco Operations Office<br>1333 Broadway<br>Oakland, CA 94612 | | | |

| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rocketdyne Division<br>Rockwell International Corporation<br>6633 Canoga Avenue<br>Canoga Park, CA 91304 | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76-SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>01 OCT 66 |
| 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)**

See Attached

## 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).**

☐ **C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:**

X **D. OTHER** *(Specify type of modification and authority)*

Clause 7, OBLIGATION OF FUNDS

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

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

See Attachment "A"

[redacted]

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) | |
|---|---|---|---|
| | | Sarah Eary<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| _____<br>(Signature of person authorized to sign) | | BY Sarah Eary<br>(Signature of Contracting Officer) | 5/14/91 |



CONFORMED COPY

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that $631,248,233.43 is the amount presently obligated under this contract through Modification No. A186 is modified to read as follows:

| | |
|---|---|
| $631,248,233.43 | Amount obligated through Modification A186 |
| $ 4,940,892.00 | Amount obligated by Modification A187 |
| $636,189,125.43 | Amount obligated through Modification A187 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| SA | WN0119070 | | $4,743,000.00 |
| SA | WN0219042 | | $44,892.00 |
| TA | EW2010101 | | $21,000.00 |
| TA | EW2010102 | | $85,000.00 |
| TA* | EW2010301 | ADS 4014WA | ($105,000.00) |
| TA* | EW4050200 | ADS 4501 | ($13,000.00) |
| TA* | EW2010301 | | $105,000.00 |
| TA* | EW4050200 | | $13,000.00 |
| YA* | EX2010402 | ADS 4005AA | $35,000.00 |
| YA* | EX2010402 | ADS 4003AA | ($9,000.00) |
| YA* | EX2010402 | | ($35,000.00) |
| YA* | EX2010402 | | $9,000.00 |
| YA | EX3010050 | | $32,000.00 |
| YA | WB0000000 | | $15,000.00 |
| | | TOTAL MOD A187 | $4,940,892.00 |

*To eliminate ADS numbers from the contract. ADS designation will be handled via programmatic guidance letters.

CONFORMED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A188 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76-SF00700 |
| | 10B. DATED (SEE ITEM 13) 01 Oct 66 |

## 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)
See Attached

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment "A"

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

| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
|---|---|
| | SARAH EARY<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Sarah A. Eary (Signature of Contracting Officer) | 6-18-91 |

CONFORMED COPY

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE



STANDARD FORM 30

ATTACHMENT "A"

This contract is modified in the following particulars:

CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that $636,189,125.43 is the amount presently obligated under this contract through Modification No. A187 is modified to read as follows:

| | |
|---|---|
| $636,189,125.43 | Amount obligated through Modification A187 |
| $ 60,558.66 | Amount obligated by Modification A188 |
| $636,249,684.09 | Amount obligated through Modification A188 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| HA | EF0801200 | | ($151,375.93) |
| SA | WA5002010 | | $27,000.00 |
| SA* | WN0219042 | | $131,064.00 |
| YA | EB2101000 | | $40,000.00 |
| 3T | 400403109 | WLK-0-008 | $1,670.59 |
| 3Y | 400409900 | C-30000-M | $12,200.00 |
| | | TOTAL MOD A188 | $60,558.66 |

*WFO amount includes 3 separate orders: EPRI for $30K; Kalina for $96,064; and HI-Z for $5K.

CONFORMED COPY

# AMENDMENT OF SOLICITATION/MODIFICATION [redacted] CONTRACT ID CODE

PAGE 1 OF 3 PAGES

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A189 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
01 Oct 66

## 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)

See Attached

## 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)
Clause 7, OBLIGATION OF FUNDS

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

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

See Attachment "A"

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) |
|---|---|---|
| | | KATHLEEN M. DAY<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Kathleen M Day<br>(Signature of Contracting Officer) |
| | | 16C. DATE SIGNED<br>6/27/91 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

CONFORMED COPY

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

This contract is modified in the following particulars:

CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that $636,249,684.09 is the amount presently obligated under this contract through Modification No. A188 is modified to read as follows:

| | |
|---|---|
| $636,249,684.09 | Amount obligated through Modification A188 |
| $ 1,356,602.00 | Amount obligated by Modification A189 |
| $637,606,286.09 | Amount obligated through Modification A189 |

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| SA | WN0219042 | | $56,661 |
| YA | AF6510700 | | $200,000 |
| YA | EB2101000 | | ($40,000) |
| YA | EB2104000 | | $40,000 |
| YB | 35AF65100 | 99ZZ | $589,973 |
| YB | 39EX10102 | 91E203-000 | ($32) |
| 2Y | 600300000 | | $500,000 |
| 3Y | 401001020 | B-3082-1 | $10,000 |
| | | TOTAL MOD A189 | $1,356,602 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A190 | See Blk. 16C. | n/a | |

6. ISSUED BY — CODE

U.S. Department of Energy
Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE [redacted]

CONFORMED COPY

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Ave.
Canoga Park, CA 91304

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)**

See Attachment A.

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

| (If) | |
|---|---|
| | 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) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A.

CONFORMED COPY

[redacted]

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) |
|---|---|
| | Bobbie Vadnais<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Bobbie Vadnais (Signature of Contracting Officer) | 7.30.91 |

ATTACHMENT A

This contract is modified in the following particulars:

CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that "$637,606,286.09 is the amount presently obligated under this contract through Modification A189" is modified to read as follows:

| | |
|---|---|
| $637,606,286.09 | Amount obligated through Modification A189 |
| 2,215,015.00 | Amount obligated by Modification A190 |
| $639,821,301.09 | Amount obligated through Modification A190 |

ATTACHMENT A

ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| Fund Type | Budget & Reporting Classification | EQU/PRN/ Agency No. | Amount |
|---|---|---|---|
| SA | WN0219042 * | | ($464,456.78) |
| SA | WN0219060 ** | | $43,200.00 |
| TA | EW2010101 | | ($165,000.00) |
| TA | EW2010301 | | $165,000.00 |
| YA | AF8020000 | | $300,000.00 |
| 4A | AF8010000 | | $2,260,500.00 |
| 2Y | 600300000 | | $15,771.78 |
| 3Y | 401001020 | L-1961-1 | $60,000.00 |
| | | TOTAL MOD A190 | $2,215,015.00 |

* Cancels HI-Z work and moves Kalina project funding into B&R 60.

** Funding for State of Florida.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| [redacted] | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURC[redacted]ECT NO. *(If applicable)* |
|---|---|---|
| A191 | See Block 16C | N/A |

6. ISSUED BY CODE

U.S. Department of Energy
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

**CONFORMED COPY**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

See Attachment A

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

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)* |
|---|---|
| | SARAH EARY<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR **CONFORMED COPY** | 16B. UNITED STATES OF AMERICA |
| *(Signature of person authorized to sign)* | BY Sarah Eary *(Signature of Contracting Officer)* |
| 15C. DATE SIGNED | 16C. DATE SIGNED 9/5/91 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

[redacted]

**STANDARD FORM 30** (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

This contract is modified in the following particulars:

CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that "$639,821,301.09 is the amount presently obligated under this contract through Modification No. A190" is modified to read as follows:

| | |
|---|---|
| $639,821,301.09 | Amount obligated through Modification A190 |
| $ 542,374.00* | Amount obligated by Modification A191 |
| $640,363,675.09 | Amount obligated through Modification A191 |

*This amount includes $222,375.00 for provisional award fee for the period April 1, 1991 through August 31, 1991.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| TA | EW4050200 | | $6,000.00 |
| YA | EX3010010 | | $450,000.00 |
| 2Y | 600300000 | | $32,374.00 |
| 3Y | 401001020 | B-3082-1 | $9,000.00 |
| 3Y | 400409900 | C-30000-M | $45,000.00 |
| | | TOTAL MOD A191 | $542,374.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF PAGES 1 | 1

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M192 | See Block 16C | N/A | |

6. ISSUED BY — CODE

U.S. Department of Energy
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

CONFORMED COPY

[redacted]

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE | FACILITY CODE

(✓) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) October 1, 1966

## 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)
N/A

## 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.

X 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:

D. OTHER (Specify type of modification and authority)

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

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

APPENDIX D, KEY PERSONNEL, is revised to indicate that the following individuals are identified as key personnel under the Key Personnel clause of the contract:

CONFORMED COPY

D. C. Gibbs, General Manager
L. Skogstad, Programs Manager, Development and Test Programs
W. S. De Bear, Manager, Liquid Metal Programs Operations
F. W. Poucher, Manager, Energy Programs and Advanced Planning
M. J. Tessier, Manager of Quality Assurance and Training

[redacted]

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) | |
|---|---|---|---|
| | | Sarah Eary<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Sarah Eary<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>9/17/91 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A193 | See Block 16C | N/A | EXECUTED COPY |

6. ISSUED BY CODE

U.S. Department of Energy
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

See Attachment 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) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

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. EXECUTED COPY

| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
|---|---|
| | SARAH EARY<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| | 16B. UNITED STATES OF AMERICA BY Sarah Eary (Signature of Contracting Officer) |
| | 16C. DATE SIGNED 9-27-91 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that "$640,363,675.09 is the amount presently obligated under this contract through Modification No. M192" is modified to read as follows:

$640,363,675.09 Amount obligated through Modification M192

$2,804,025.16 * Amount obligated by Modification A193

$643,167,700.25 Amount obligated through Modification A193

* This amount includes $44,475.00 for provisional award fee for the period September 1, 1991 through September 30, 1991, pursuant to Clause 6, PROVISIONAL AWARD FEE, of the contract.

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru M192 | Obl in A193 | Total to Date |
|---|---|---|---|
| Operating | $472,013,086.20 | $3,097,550.16 | $475,110,636.36 |
| Equipment | $30,248,341.00 | $0.00 | $30,248,341.00 |
| Plant | $104,174,106.00 | ($338,000.00) | $103,836,106.00 |
| Fee | $33,928,141.89 | $44,475.00 | $33,972,616.89 |
| Total | $640,363,675.09 | $2,804,025.16 | $643,167,700.25 |

The above funding change shall be distributed into the budget and reporting classifications as shown on Attachment A, Page 3 of 3 to this Modification.

ATTACHMENT "A"
ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DATA SHEET

| FUND TYPE | BUDGET & REPORTING CLASSIFICATION | EQU/PRN/ AGENCY NO. | AMOUNT |
|---|---|---|---|
| 2Y | 600300000 | | $110,276.00 |
| 3T | 400403109 | AFSTC 88-12-2 | ($7,362.84) |
| HA | 820201000 | | $65,000.00 |
| SA | WA5002010 | | $144,480.00 |
| TA | EW2010301 | | $45,000.00 |
| TA | EW4020200 | | $15,000.00 |
| YA | AF6510700 | | $1,159,632.00 |
| YA | AF8010000 | | $1,500,000.00 |
| YA | EX2010402 | | $110,000.00 |
| *YA | YN1901000 | | ($23,000.00) |
| *YA | 820201000 | | $23,000.00 |
| YB | 39EX10102 | 91-E203 | ($338,000.00) |
| | | TOTAL MOD A193 | $2,804,025.16 |

To correct B&R error in MOD A177

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A194 | See Block 16C | N/A | |

6. ISSUED BY CODE
U.S. Department of Energy
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED COPY

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)
See Attachment A

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

| | |
|---|---|
| (If) | 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) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

EXECUTED COPY

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) |
|---|---|
| | SARAH EARY<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 10-15-91 |

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that "$643,167,700.25 is the amount presently obligated under this contract through Modification No. A193" is modified to read as follows:

| | |
|---|---|
| $643,167,700.25 | Amount obligated through Modification A193 |
| $4,575,500.00 | Amount obligated by Modification A194 |
| $647,743,200.25 | Amount obligated through Modification A194 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A193 | Obl in A194 | Total to Date |
|---|---|---|---|
| Operating | $475,110,636.36 | $4,026,000.00 | $479,136,636.36 |
| Equipment | $30,248,341.00 | $87,000.00 | $30,335,341.00 |
| Plant | $103,836,106.00 | $462,500.00 | $104,298,606.00 |
| Fee | $33,972,616.89 | $0.00 | $33,972,616.89 |
| Total | $643,167,700.25 | $4,575,500.00 | $647,743,200.25 |

The above funding change shall be distributed into the budget and reporting classifications as shown on Attachment A, Pages 3 through 7, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A194
OCTOBER - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 194 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND<br>APPROPRIATION: 89X0206.91 FT:FX<br>Allotment: SF-26-91<br>CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION<br>APPROPRIATION: 89X0215.91 FT:HA<br>Allotment: SF-25-91<br>NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES.<br>APPROPRIATION: 89X0219.91 FT:CA<br>Allotment: SF-29-91<br>EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 164 |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 12,000,000.00 | 0.00 | 3,000,000.00 |
| Subtotal AF | 12,000,000.00 | 0.00 | 3,000,000.00 |
| EB-21-04-00-0 | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal EB | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 | | | |
| ADS 4007AA Corrective actions at permitted fac. | 25,000.00 | 0.00 | 25,000.00 |
| EX-30-10-05-0 | | | |
| ADS 4008AA Disposal of cold traps | 231,000.00 | 0.00 | 231,000.00 |
| EX-30-30-05-0 | | | |
| ADS 4010AA Disposal of alkali metal | 450,000.00 | 0.00 | 450,000.00 |
| Subtotal EX | 706,000.00 | 0.00 | 706,000.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 12,706,000.00 | 0.00 | 3,706,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WN-01-19-07-0 | 8,443,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 919,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 9,362,000.00 | 0.00 | 0.00 |

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A195 | See Block 16C | N/A | |

6. ISSUED BY CODE
U.S. Department of Energy
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)
See Attachment 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) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

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) |
|---|---|
| | SARAH EARY<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Sarah Eary (Signature of Contracting Officer) | 11-14-91 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

EXECUTED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that "$647,743,200.25 is the amount presently obligated under this contract through Modification No. A194" is modified to read as follows:

| | |
|---|---|
| $647,743,200.25 | Amount obligated through Modification A194 |
| $5,147,283.88 * | Amount obligated by Modification A195 |
| $652,890,484.13 | Amount obligated through Modification A195 |

* This amount includes $44,475.00 for provisional award fee for the period October 1, 1991 through October 31, 1991, pursuant to Clause 6, PROVISIONAL AWARD FEE, of the contract. Although no rating has yet been determined to have been earned for the previous award fee period (April 1, 1991 through September 30, 1991), a new rating should be established before provisional award fee is payable for December, 1991. The December provisional award fee payment will include a one-time adjustment to either augment the payment if underpayment has occurred during October and November, or credit against the payment if overpayment has occurred.

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A194 | Obl in A195 | Total to Date |
|---|---|---|---|
| Operating | $479,136,636.36 | $5,697,666.88 | $484,834,303.24 |
| Equipment | $30,335,341.00 | ($594,858.00) | $29,740,483.00 |
| Plant | $104,298,606.00 | $0.00 | $104,298,606.00 |
| Fee | $33,972,616.89 | $44,475.00 | $34,017,091.89 |
| Total | $647,743,200.25 | $5,147,283.88 | $652,890,484.13 |

The above funding change shall be distributed into the budget and reporting classifications as shown on Attachment A, Pages 3 through 8, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A195
OCTOBER - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 195 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER



| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 195 |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | -509,457.00 |
| AF-80-10-00-0 | 12,000,000.00 | 3,000,000.00 | 0.00 |
| Subtotal AF | 12,000,000.00 | 3,000,000.00 | -509,457.00 |
| EB-21-04-00-0 | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal EB | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | 3,091,000.00 | 0.00 | 3,091,000.00 |
| EX-20-10-30-1 | 325,000.00 | 0.00 | 325,000.00 |
| EX-20-10-40-1 | 368,000.00 | 0.00 | 368,000.00 |
| EX-20-10-40-2 | 2,294,000.00 | 0.00 | 2,294,000.00 |
| EX-30-10-05-0 | 231,000.00 | 231,000.00 | 0.00 |
| EX-30-30-05-0 | 450,000.00 | 450,000.00 | 0.00 |
| Subtotal EX - (See Attachment for ADS Listing) | 6,784,000.00 | 706,000.00 | 6,078,000.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 18,784,000.00 | 3,706,000.00 | 5,568,543.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WN-01-19-06-0 | 500,000.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 8,443,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 419,000.00 | 0.00 | 36,000.00 |
| TOTAL DEPARTMENTAL ADMIN | 9,362,000.00 | 0.00 | 36,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

PAC

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 195 |
|---|---|---|---|
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 320,000.00 | 320,000.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-10-1 | 0.00 | 0.00 | 0.00 |
| EW-20-10-30-1 | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EW-40-40-10-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 0.00 | 0.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 28,466,000.00 | 4,026,000.00 | 5,604,543.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER



| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 195 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | -594,858.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 87,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 350,000.00 | 87,000.00 | -594,858.00 |
| TOTAL EQUIPMENT | 350,000.00 | 87,000.00 | -594,858.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,850,000.00 | 462,500.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,850,000.00 | 462,500.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 1,850,000.00 | 462,500.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 195 | |
|---|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | | |
| Allotment: SF-20-93 | | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | -1,408.40 | |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 | |
| | 0.00 | 0.00 | -1,408.40 | |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | -1,408.40 | |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | | |
| Allotment: SF-24-93 | | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 | |
| 40-10-01-02-0 | 0.00 | 0.00 | 48,449.61 | xid=00272512 |
| | 0.00 | 0.00 | 48,449.61 | |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 48,449.61 | |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | | |
| Allotment: SF-24-92 | | | | |
| 60-03-00-00-0 | 1,600,000.00 | 0.00 | 90,557.67 | |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 0.00 | 90,557.67 | |
| TOTAL REIMBURSABLE WORK | 1,600,000.00 | 0.00 | 137,598.88 | |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 32,266,000.00 | 4,575,500.00 | 5,147,283.88 | |

ENERGY TECHNOLOGY ENGINEERING CENTER
ATTACHMENT TO
MODIFICATION A195

10/23/91

ENVIRONMENTAL RESTORATION & WASTE MGMT. PROGRAM

| B&R | ADSs | TITLE | OBLIG. |
|---|---|---|---|
| EX-10-10-03-0 | ADS 4007AA | CORR. ACTIONS AT PERMITTED FAC. | 25,000.00 |
| EX-20-10-10-2 | ADS 5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 3,091,000.00 |
| EX-20-10-30-1 | ADS 4013AA | ENVIRONMENTAL MONITORING | 25,000.00 |
| | ADS 4014AA | ENVIRONMENTAL MANAGEMENT & PLANNING | 300,000.00 |
| EX-20-10-40-1 | ADS 5002AA | BLDG. 023 SURVEILLANCE & MAINTENANCE | 10,000.00 |
| | ADS 5002AB | BLDG. 023 ASSESSMENT | 30,000.00 |
| | ADS 4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15,000.00 |
| | ADS 4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226,000.00 |
| | ADS 4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15,000.00 |
| | ADS 5001AA | BLDG. 005 ASSESSMENT | 52,000.00 |
| | ADS 5001AC | BLDG 005 SURVEILLANCE & MAINT. | 20,000.00 |
| EX-20-10-40-2 | ADS 4003AA | BLDG 059 D&D | 2,294,000.00 |
| EX-30-10-05-0 | ADS 4008AA | DISPOSAL OF COLD TRAPS | 231,000.00 |
| EX-30-30-05-0 | ADS 4010AA | DISPOSAL OF ALKALI METAL | 450,000.00 |

CONFORMED COPY [redacted]

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A196 | See Block 16C | N/A | |

6. ISSUED BY CODE
U.S. Department of Energy
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(✓) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
October 1, 1966

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)*
See Attachment A

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

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)* MARK R. CLARK 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 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

CONFORMED COPY [redacted]

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

This contract is modified in the following particulars:

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is revised to read as follows:

So much of the Clause 7 as reads that "$652,890,484.13 is the amount presently obligated under this contract through Modification No. A195" is modified to read as follows:

| | |
|---|---|
| $652,890,484.13 | Amount obligated through Modification A195 |
| $10,288,226.07 * | Amount obligated by Modification A196 |
| $663,178,710.20 | Amount obligated through Modification A196 |

* This amount includes $44,475.00 for provisional award fee for the period November 1, 1991 through November 30, 1991, pursuant to Clause 6, PROVISIONAL AWARD FEE, of the contract. Although no rating has yet been determined to have been earned for the previous award fee period (April 1, 1991 through September 30, 1991), a new rating should be established before provisional award fee is payable for December, 1991. The December provisional award fee payment will include a one-time adjustment to either augment the payment if underpayment has occurred during October and November, or credit against the payment if overpayment has occurred.

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A195 | Obl in A196 | Total to Date |
|---|---|---|---|
| Operating | $484,834,303.24 | $8,593,251.07 | $493,427,554.31 |
| Equipment | $29,740,483.00 | $263,000.00 | $30,003,483.00 |
| Plant | $104,298,606.00 | $1,387,500.00 | $105,686,106.00 |
| Fee | $34,017,091.89 | $44,475.00 | $34,061,566.89 |
| Total | $652,890,484.13 | $10,288,226.07 | $663,178,710.20 |

The above funding change shall be distributed into the budget and reporting classifications as shown on Attachment A, Pages 3 through 9, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A196
NOVEMBER - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 196 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| OPERATING | | FY 1992 B/A | PRIOR FUNDING | MOD 196 |
|---|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | |
| Allotment: SF-24-91 | | | | |
| AF-65-10-70-0 | | 0.00 | -509,457.00 | |
| AF-80-10-00-0 | Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 10,284,000.00 | 3,000,000.00 | 7,279,860.00 |
| Subtotal AF | | 10,284,000.00 | 2,490,543.00 | 7,279,860.00 |
| EB-21-04-00-0 | | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | | 0.00 | 0.00 | 0.00 |
| Subtotal EB | | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 | | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | | 3,091,000.00 | 3,091,000.00 | 0.00 |
| EX-20-10-20-1 | | 200,000.00 | 0.00 | 200,000.00 |
| EX-20-10-20-2 | | 400,000.00 | 0.00 | 400,000.00 |
| EX-20-10-30-1 | | 325,000.00 | 325,000.00 | 0.00 |
| EX-20-10-40-1 | | 583,000.00 | 368,000.00 | 215,000.00 |
| EX-20-10-40-2 | | 2,294,000.00 | 2,294,000.00 | 0.00 |
| EX-30-10-05-0 | | 231,000.00 | 231,000.00 | 0.00 |
| EX-30-30-05-0 | | 450,000.00 | 450,000.00 | 0.00 |
| Subtotal EX - (See Attachment for ADS Listing) | | 7,599,000.00 | 6,784,000.00 | 815,000.00 |
| WB-00-00-00-0 | | 80,000.00 | 0.00 | 80,000.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | | 17,963,000.00 | 9,274,543.00 | 8,174,860.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 196 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WN-01-19-06-0 | 500,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 419,000.00 | 36,000.00 | 0.00 |
| WN-02-19-07-0 EPRI Added fctr. waived (non-profit utility co.) | 8,443,000.00 | 0.00 | 36,509.00 |
| TOTAL DEPARTMENTAL ADMIN | 9,362,000.00 | 36,000.00 | 36,509.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 320,000.00 | 320,000.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-40-10-50-0 | 10,000.00 | 0.00 | 10,000.00 |
| EW-40-10-40-0 | 150,000.00 | 0.00 | 150,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 160,000.00 | 0.00 | 160,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 0.00 | 95,000.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 95,000.00 | 0.00 | 95,000.00 |
| TOTAL OPERATING | 27,900,000.00 | 9,630,543.00 | 8,466,369.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 196 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | -594,858.00 | |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 87,000.00 | 263,000.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 350,000.00 | -507,858.00 | 263,000.00 |
| **TOTAL EQUIPMENT** | 350,000.00 | -507,858.00 | 263,000.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,850,000.00 | 462,500.00 | 1,387,500.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,850,000.00 | 462,500.00 | 1,387,500.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 1,850,000.00 | 462,500.00 | 1,387,500.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 196 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -1,408.40 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -1,408.40 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 48,449.61 | -12,327.95 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 48,449.61 | -12,327.95 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 90,557.67 | 183,685.02 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 90,557.67 | 183,685.02 |
| TOTAL REIMBURSABLE WORK | 1,600,000.00 | 137,598.88 | 171,357.07 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 31,700,000.00 | 9,722,783.88 | 10,288,226.07 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ETEC
($000)

FY 1992

11/19/91

| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 196 | CURRENT |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | 4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25 | | 25 |
| | | | TOTAL CA PROGRAM | 25 | 0 | 25 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-D&D | | | | | |
| EX2010102 | | 5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 3,091 | | 3,091 |
| EX2010201 | | 4009AA | SSFL GROUNDWATER ASSESSMENTS | 0 | 200 | 200 |
| EX2010202 | | 4009AB | SSFL GROUNDWATER CLEANUP | 0 | 400 | 400 |
| EX2010301 | | 4013AA | ENVIONMENTAL MONITORING | 25 | | 25 |
| EX2010301 | | 4014AA | ENIVR. MGM'T& PLANNING | 300 | | 300 |
| | | | SUBTOTAL/EX2010301 | 325 | 0 | 325 |
| | | | ETEC NON D&D ER SUBTOTAL | 3,416 | 600 | 4,016 |

| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 196 | CURRENT |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM (cont.) | | | | | | |
| | D & D | | | | | |
| EX2010401 | | 5002AA | BLDG.023 SURVEILLANCE & MAINT | 10 | | 10 |
| EX2010401 | | 5002AB | BLDG.023 ASSESSMENT | 30 | | 30 |
| EX2010401 | | 4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15 | | 15 |
| EX2010401 | | 4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226 | | 226 |
| EX2010401 | | 4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15 | | 15 |
| EX2010401 | | 5001AA | BLDG. 005 ASSESSMENT | 52 | | 52 |
| EX2010401 | | 5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20 | | 20 |
| EX2010401 | | 5007AA | D&D OF MOLTEN SALT | 0 | 215 | 215 |
| | | | SUBTOTAL/EX2010401 | 368 | 215 | 583 |
| EX2010402 | | 4003AA | BLDG. 059 D & D | 2,294 | | 2,294 |
| | | | SUBTOTAL/EX2010402 | 2,294 | 0 | 2,294 |
| | | | ETEC D&D ER SUBTOTAL | 2,662 | 215 | 2,877 |
| | | | TOTAL ER PROGRAM | 6,078 | 815 | 6,893 |

| B & R PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 196 | CURRENT |
|---|---|---|---|---|---|
| **WASTE MANAGEMENT PROGRAM** | | | | | |
| EX3010050 | 4008AA | DISPOSAL OF COLD TRAPS | 231 | | 231 |
| EX3030050 | 4010AA | DISPOSAL ALKALI | 450 | | 450 |
| | | TOTAL WM PROGRAM | 681 | 0 | 681 |
| **TECHNOLOGY DEVELOPMENT PROGRAM** | | | | | |
| EW401050 | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 0 | 10 | 10 |
| EW401040 | SF321106 | STATISTICAL SUPPORT | 0 | 150 | 150 |
| | | TOTAL TD PROGRAM | 0 | 160 | 160 |
| | | TOTAL ETEC EWRM | 6,784 | 975 | 7,759 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A197 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

EXECUTED

CODE FACILITY CODE

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

## 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)*

See Attachment A

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

| | |
|---|---|
| (If) | 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)* Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

EXECUTED

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)* |
|---|---|
| | Sarah Eary<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| _____ *(Signature of person authorized to sign)* | | BY Sarah J. Eary *(Signature of Contracting Officer)* | 12-31-91 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $664,790,791.96."

| | |
|---|---|
| $663,178,710.20 | Amount obligated through Modification A196 |
| $1,612,081.76 | Amount obligated by Modification A197 |
| $664,790,791.96 | Amount obligated through Modification A197 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A196 | Obl in A197 | Total to Date |
|---|---|---|---|
| Operating | $493,427,554.31 | $810,292.76 | $494,237,847.07 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $105,686,106.00 | $0.00 | $105,686,106.00 |
| Fee | $34,061,566.89 | $801,789.00 * | $34,863,355.89 |
| Total | $663,178,710.20 | $1,612,081.76 | $664,790,791.96 |

* This amount consists of award fee and provisional award fee, calculated as follows:

| | | |
|---|---|---|
| 2nd Semester Award Fee (Apr 91 - Sep 91) | $1,006,599 | |
| Less provisional fee previously paid | $266,850 | |
| | | $739,749 |
| Oct provisional award fee ($1,006,599 x 5%) | $50,330 | |
| Less provisional fee previously paid | $44,475 | |
| | | $5,855 |
| Nov provisional award fee ($1,006,599 x 5%) | $50,330 | |
| Less provisional fee previously paid | $44,475 | |
| | | $5,855 |
| Dec provisional award fee ($1,006,599 x 5%) | | $50,330 |
| Total Award Fee & Provisional Award Fee | | $801,789 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 10, to this Modification.

ENERGY TECHNOLOGY ENGINEERING CENTER

CONTRACT DE-AC03-76SF00700
MODIFICATION A197
DECEMBER - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 197 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 197 |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| AF-65-10-70-0 | -509,457.00 | -509,457.00 | -200,000.00 |
| AF-80-10-00-0 Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 10,284,000.00 | 10,279,860.00 | 0.00 |
| Subtotal AF | 9,774,543.00 | 9,770,403.00 | -200,000.00 |
| EB-21-04-00-0 | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal EB | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | 4,091,000.00 | 3,091,000.00 | 1,000,000.00 |
| EX-20-10-20-1 | 200,000.00 | 200,000.00 | 0.00 |
| EX-20-10-20-2 | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 | 675,000.00 | 325,000.00 | 350,000.00 |
| EX-20-10-40-1 | 583,000.00 | 583,000.00 | 0.00 |
| EX-20-10-40-2 | 2,594,000.00 | 2,294,000.00 | 300,000.00 |
| EX-30-10-05-0 | 231,000.00 | 231,000.00 | 0.00 |
| EX-30-30-05-0 | 450,000.00 | 450,000.00 | 0.00 |
| Subtotal EX - (See Attachment for ADS Listing) | 9,249,000.00 | 7,599,000.00 | 1,650,000.00 |
| WB-00-00-00-0 | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 19,103,543.00 | 17,449,403.00 | 1,450,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 197 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WN-01-19-06-0 | 8,443,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 EPRI Added fctr. waived (non-profit utility co.) | 500,000.00 | 36,000.00 | 36,509.00 |
| WN-02-19-07-0 | 419,000.00 | 36,509.00 | -36,509.00 |
| TOTAL DEPARTMENTAL ADMIN | 9,362,000.00 | 72,509.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 320,000.00 | 320,000.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-40-10-50-0 | 10,000.00 | 10,000.00 | 0.00 |
| EW-40-10-40-0 | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-50-00-0 | 6,250.00 | 0.00 | 6,250.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 166,250.00 | 160,000.00 | 6,250.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 95,000.00 | 95,000.00 | 0.00 |
| TOTAL OPERATING | 29,046,793.00 | 18,096,912.00 | 1,456,250.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 197 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,850,000.00 | 1,850,000.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,850,000.00 | 1,850,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| **TOTAL CONSTRUCTION** | 1,850,000.00 | 1,850,000.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 197 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -1,408.40 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -1,408.40 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 36,121.66 | 36,121.66 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 36,121.66 | 36,121.66 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 274,242.69 | 155,831.76 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 274,242.69 | 155,831.76 |
| **TOTAL REIMBURSABLE WORK** | 1,636,121.66 | 308,955.95 | 155,831.76 |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | 32,288,056.66 | 20,011,009.95 | 1,612,081.76 |

ETEC
($000) FY 1992

11/19/91

| B & R | PRM-EQU | ADSs | TITLE | PREVIOUS | MOD 197 | CURRENT |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | 4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25 | 0 | 25 |
| | | | TOTAL CA PROGRAM | 25 | 0 | 25 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-D&D | | | | | |
| EX2010102 | | 5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 3,091 | 1,000 | 4,091 |
| EX2010201 | | 4009AA | SSFL GROUNDWATER ASSESSMENTS | 200 | 0 | 200 |
| EX2010202 | | 4009AB | SSFL GROUNDWATER CLEANUP | 400 | 0 | 400 |
| EX2010301 | | 4013AA | ENVIONMENTAL MONITORING | 25 | 250 | 275 |
| EX2010301 | | 4014AA | ENIVR. MGM'T& PLANNING | 300 | 100 | 400 |
| | | | SUBTOTAL/EX2010301 | 325 | 350 | 675 |
| | | | ETEC NON D&D ER SUBTOTAL | 4,016 | 1,350 | 5,366 |

| & R | PRN-EQU | ADSa | TITLE | PREVIOUS | MOD 197 | CURRENT |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM (cont.) | | | | | | |
| | D & D | | | | | |
| EX2010401 | | 5002AA | BLDG.023 SURVEILLANCE & MAINT | 10 | 0 | 10 |
| EX2010401 | | 5002AB | BLDG.023 ASSESSMENT | 30 | 0 | 30 |
| EX2010401 | | 4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15 | 0 | 15 |
| EX2010401 | | 4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226 | 0 | 226 |
| EX2010401 | | 4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15 | 0 | 15 |
| EX2010401 | | 5001AA | BLDG. 005 ASSESSMENT | 52 | 0 | 52 |
| EX2010401 | | 5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20 | 0 | 20 |
| EX2010401 | | 5007AA | D&D OF MOLTEN SALT | 215 | 0 | 215 |
| | | | SUBTOTAL/EX2010401 | 583 | 0 | 583 |
| EX2010402 | | 4003AA | BLDG. 059 D & D | 2,294 | 0 | 2,294 |
| EX2010402 | | 5001-AB | BLDF. 005 D & D | 0 | 300 | 300 |
| | | | SUBTOTAL/EX2010402 | 2,294 | 300 | 2,594 |
| | | | ETEC D&D ER SUBTOTAL | 2,877 | 300 | 3,177 |
| | | | TOTAL ER PROGRAM | 6,893 | 1,650 | 8,543 |

| & R PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 197 | CURRENT |
|---|---|---|---|---|---|
| **WASTE MANAGEMENT PROGRAM** | | | | | |
| EX3010050 | 4008AA | DISPOSAL OF COLD TRAPS | 231 | 0 | 231 |
| EX3030050 | 4010AA | DISPOSAL ALKALI | 450 | 0 | 450 |
| | | TOTAL WM PROGRAM | 681 | 0 | 681 |
| **TECHNOLOGY DEVELOPMENT PROGRAM** | | | | | |
| EW401050 | SF001201 | MOLTEN SALT PROSSNG OF MIXED AND HAZARDOUS WASTES TSR | 10 | 0 | 10 |
| EW401040 | SF321106 | STATISTICAL SUPPORT | 150 | 0 | 150 |
| W4050000 | SF325001 | TPM DETAILEE | 0.00 | 6.25 | 6.25 |
| | | TOTAL TD PROGRAM | 160.00 | 6.25 | 166.25 |
| | | TOTAL ETEC EWRM | 7759.00 | 1656.25 | 9415.25 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE | OF PAGES |
|---|---|---|
| | 1 | 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A198 | See Block 16C | N/A | |

6. ISSUED BY — CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

**EXECUTED**

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE | FACILITY CODE

(If) | 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

X | DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
October 1, 1966

## 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)*

See Attachment A

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
Clause 7, OBLIGATION OF FUNDS

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

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

See Attachment A

**EXECUTED**

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)* | |
|---|---|---|---|
| | | Mark R. Clark<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY MR Clark<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>2-4-92 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $664,951,604.16."

| | |
|---|---|
| $664,790,791.96 | Amount obligated through Modification A197 |
| $160,812.20 | Amount obligated by Modification A198 |
| $664,951,604.16 | Amount obligated through Modification A198 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A197 | Obl in A198 | Total to Date |
|---|---|---|---|
| Operating | $494,237,847.07 | $110,482.20 | $494,348,329.27 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $105,686,106.00 | $0.00 | $105,686,106.00 |
| Fee | $34,863,355.89 | $50,330.00 * | $34,913,685.89 |
| Total | $664,790,791.96 | $160,812.20 | $664,951,604.16 |

* Provisional award fee for the period January 1, 1992 through January 31, 1992 is based on the 2nd Semester Award Fee of $1,006,599 multiplied by 5%.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A198
JANUARY - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 198 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 198 |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| AF-65-10-70-0 | -709,457.00 | -709,457.00 | 0.00 |
| AF-80-10-00-0 Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 10,284,000.00 | 10,279,860.00 | 0.00 |
| Subtotal AF | 9,574,543.00 | 9,570,403.00 | 0.00 |
| EB-21-04-00-0 | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal EB | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 | 200,000.00 | 200,000.00 | 0.00 |
| EX-20-10-20-2 | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 | 583,000.00 | 583,000.00 | 0.00 |
| EX-20-10-40-2 | 2,594,000.00 | 2,594,000.00 | 0.00 |
| EX-30-10-05-0 | 231,000.00 | 231,000.00 | 0.00 |
| EX-30-30-05-0 | 450,000.00 | 450,000.00 | 0.00 |
| Subtotal EX - (See Attachment for ADS Listing) | 9,249,000.00 | 9,249,000.00 | 0.00 |
| WB-00-00-00-0 | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 18,903,543.00 | 18,899,403.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 198 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WN-01-19-06-0 | 8,443,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 EPRI Added fctr. waived (non-profit utility co.) | 500,000.00 | 72,509.00 | 0.00 |
| WN-02-19-07-0 | 419,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 9,362,000.00 | 72,509.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 320,000.00 | 320,000.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-40-10-50-0 | 10,000.00 | 10,000.00 | 0.00 |
| EW-40-10-40-0 | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-50-00-0 | 6,250.00 | 6,250.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 166,250.00 | 166,250.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 95,000.00 | 95,000.00 | 0.00 |
| **TOTAL OPERATING** | 28,846,793.00 | 19,553,162.00 | 0.00 |

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 198 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,850,000.00 | 1,850,000.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,850,000.00 | 1,850,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| **TOTAL CONSTRUCTION** | 1,850,000.00 | 1,850,000.00 | 0.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 198 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -1,408.40 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -1,408.40 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 14,534.88 | 0.00 | 14,534.88 |
| 40-10-01-02-0 | 121,392.98 | 36,121.66 | 85,271.32 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 135,927.86 | 36,121.66 | 99,806.20 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 430,074.45 | 61,006.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 430,074.45 | 61,006.00 |
| **TOTAL REIMBURSABLE WORK** | 1,735,927.86 | 464,787.71 | 160,812.20 |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | 32,187,862.86 | 21,623,091.71 | 160,812.20 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM



ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)

| B & R | PRN-EQU | ADSs | TITLE | FY 1992 PREVIOUS | MOD 198 | CURRENT |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25 | 0 | 25 |
| | | | TOTAL CA PROGRAM | 25 | 0 | 25 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-D&D | | | | | |
| EX2010102 | | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 4,091 | 0 | 4,091 |
| EX2010201 | | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 200 | 0 | 200 |
| EX2010202 | | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400 | 0 | 400 |
| EX2010301 | | SAN4013AA | ENVIONMENTAL MONITORING | 275 | 0 | 275 |
| EX2010301 | | SAN4014AA | ENIVR. MGM'T& PLANNING | 400 | 0 | 400 |
| | | | SUBTOTAL/EX2010301 | 675 | 0 | 675 |
| | | | ETEC NON D&D ER SUBTOTAL | 5,366 | 0 | 5,366 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 198 | CURRENT |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM (cont.) | | | | | | |
| | D & D | | | | | |
| EX2010401 | | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10 | 0 | 10 |
| EX2010401 | | SAN5002AB | BLDG.023 ASSESSMENT | 30 | 0 | 30 |
| EX2010401 | | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15 | 0 | 15 |
| EX2010401 | | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226 | 0 | 226 |
| EX2010401 | | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15 | 0 | 15 |
| EX2010401 | | SAN5001AA | BLDG. 005 ASSESSMENT | 52 | 0 | 52 |
| EX2010401 | | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20 | 0 | 20 |
| EX2010401 | | SAN5007AA | D&D OF MOLTEN SALT | 215 | 0 | 215 |
| | | | SUBTOTAL/EX2010401 | 583 | 0 | 583 |
| EX2010402 | | SAN4003AA | BLDG. 059 D & D | 2,294 | 0 | 2,294 |
| EX2010402 | | SAN5001AB | BLDF. 005 D & D | 300 | 0 | 300 |
| | | | SUBTOTAL/EX2010402 | 2,594 | 0 | 2,594 |
| | | | ETEC D&D ER SUBTOTAL | 3,177 | 0 | 3,177 |
| | | | TOTAL ER PROGRAM | 8,543 | 0 | 8,543 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 198 | CURRENT |
|---|---|---|---|---|---|---|
| **WASTE MANAGEMENT PROGRAM** | | | | | | |
| EX3010050 | | SAN4008AA | DISPOSAL OF COLD TRAPS | 231 | 0 | 231 |
| EX3030050 | | SAN4010AA | DISPOSAL ALKALI | 450 | 0 | 450 |
| | | | TOTAL WM PROGRAM | 681 | 0 | 681 |
| **TECHNOLOGY DEVELOPMENT PROGRAM** | | | | | | |
| EW401050 | | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 10 | 0 | 10 |
| EW401040 | | SF321106 | STATISTICAL SUPPORT | 150 | 0 | 150 |
| EW4050000 | | SF325001 | TPM DETAILEE | 6.25 | 0.00 | 6.25 |
| | | | TOTAL TD PROGRAM | 166.25 | 0.00 | 166.25 |
| | | | TOTAL ETEC EWRM | 9415.25 | 0.00 | 9415.25 |

ALTERNATE REVIEW COMMENTS - CONTRACTING OFFICER
AT LEAST ONE LEVEL HIGHER THAN ORIGINATOR

Prime Contract/Coop. Agmt./Grant No. DE-AC03-76SF00700
Prime Contractor/Participant/Grantee Name ROCKWELL INT'L
Subcontract/Purchase Order No. _____
Subcontractor Name _____
Solicitation No. _____
Other Identifying Information FUNDING MOD A198

| | YES | NO | N/A |
|---|---|---|---|
| 1. Does the prenegotiation plan/RFAA/memorandum of recommended action adequately support the prenegotiation objectives and/or the business decision made? | ✓ | | |
| 2. Does the file contain adequate supporting documentation as required by FAR/DEAR/10CFR PART 600/DOE 4600.1A/DOE 4200.3C (support services)/ SF regulations, policies, and procedures? | ✓ | | |
| 3. Is the draft solicitation in conformance with FAR/DEAR/10CFR PART 600/DOE 4600.1A/SF regulations, policies, and procedures and is it acceptable for issuance? | | | ✓ |
| 4. Have all necessary reviews in the Alternate Review chain (including the Procurement Analyst) been performed and documented in writing using the prescribed format? | ✓ | | |
| 5. Have the concerns raised by reviewers in the Alternate Review chain (including the Procurement Analyst) been adequately resolved and documented in writing? | ✓ | | |
| 6. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist does not recommend a waiver of the CRB review requirement, does the undersigned concur in the need for CRB review and is this package ready for submission to the CRB? | | | ✓ |
| 7. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist recommends a waiver of the CRB review requirement, does the undersigned concur in the waiver recommendation and is this package ready for submission to the Director, CM or designee for granting of the waiver? | | | ✓ |
| 8. If this action is a competitive solicitation and is subject to Headquarters review, is this package ready for submission to Headquarters? | | | ✓ |

WRClark 2-4-92
C.O. At Least One Level Higher Than Originator (a) — Date

(a) If this action is not subject to CRB and/or Headquarters review, this signature is that of the Final Approver in the Alternate Review chain.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONFORMED COPY

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|---|---|
| A199 | See Block 16c | N/A | | | 1 of 10 |

6. ISSUED BY CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

[redacted]

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| (If) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)

See Attachment A

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). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

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) M.R. Clark Contracting Officer [redacted] | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY M R Clark (Signature of Contracting Officer) | 16C. DATE SIGNED 3-11-92 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

CONFORMED COPY

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $665,045,627.68."

| | |
|---|---|
| $664,951,604.16 | Amount obligated through Modification A198 |
| $94,023.52 | Amount obligated by Modification A199 |
| $665,045,627.68 | Amount obligated through Modification A199 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A198 | Obl in A199 | Total to Date |
|---|---|---|---|
| Operating | $494,348,329.27 | $43,693.52 | $494,392,022.79 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $105,686,106.00 | $0.00 | $105,686,106.00 |
| Fee | $34,913,685.89 | $50,330.00 * | $34,964,015.89 |
| Total | $664,951,604.16 | $94,023.52 | $665,045,627.68 |

* Provisional award fee for the period February 1, 1992 through February 29, 1992 is based on the 2nd Semester Award Fee of $1,006,599 multiplied by 5%.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A199
FEBRUARY - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 199 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

| OPERATING | | FY 1992 B/A | PRIOR FUNDING | MOD 199 |
|---|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | |
| Allotment: SF-24-91 | | | | |
| ~~AF-65-10-70-0~~ | | -709,457.00 | -709,457.00 | 0.00 |
| AF-80-10-00-0 | Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 10,284,000.00 | 10,279,860.00 | 0.00 |
| Subtotal AF | | 9,574,543.00 | 9,570,403.00 | 0.00 |
| EB-21-04-00-0 | | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | | 0.00 | 0.00 | 0.00 |
| Subtotal EB | | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 | | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 | | 200,000.00 | 200,000.00 | 0.00 |
| EX-20-10-20-2 | | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 | | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 | | 583,000.00 | 583,000.00 | 0.00 |
| EX-20-10-40-2 | | 2,594,000.00 | 2,594,000.00 | 0.00 |
| EX-30-10-05-0 | | 231,000.00 | 231,000.00 | 0.00 |
| EX-30-30-05-0 | | 450,000.00 | 450,000.00 | 0.00 |
| Subtotal EX - (See Attachment for ADS Listing) | | 9,249,000.00 | 9,249,000.00 | 0.00 |
| WB-00-00-00-0 | | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | | 18,903,543.00 | 18,899,403.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 199 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WN-01-19-06-0 | 8,443,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 EPRI Added fctr. waived (non-profit utility co.) | 500,000.00 | 72,509.00 | 0.00 |
| WN-02-19-07-0 | 419,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 9,362,000.00 | 72,509.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 320,000.00 | 320,000.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-40-10-50-0 SF001201 | 15,000.00 | 10,000.00 | 5,000.00 |
| EW-40-10-40-0 | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-50-00-0 SF325001 | 25,250.00 | 6,250.00 | 19,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 190,250.00 | 166,250.00 | 24,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 95,000.00 | 95,000.00 | 0.00 |
| TOTAL OPERATING | 28,870,793.00 | 19,553,162.00 | 24,000.00 |

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 199 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,850,000.00 | 1,850,000.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,850,000.00 | 1,850,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| **TOTAL CONSTRUCTION** | 1,850,000.00 | 1,850,000.00 | 0.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 199 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -1,408.40 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -1,408.40 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 74,612.40 | 14,534.88 | 60,077.52 |
| 40-10-01-02-0 | 121,392.98 | 121,392.98 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 196,005.38 | 135,927.86 | 60,077.52 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 491,080.45 | 9,946.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 491,080.45 | 9,946.00 |
| **TOTAL REIMBURSABLE WORK** | 1,796,005.38 | 625,599.91 | 70,023.52 |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | 32,271,940.38 | 21,783,903.91 | 94,023.52 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM



ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)

| B & R | PRN-EQU | ADSs | TITLE | FY 1992 PREVIOUS | MOD 199 | CURRENT |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25 | 0 | 25 |
| | | | TOTAL CA PROGRAM | 25 | 0 | 25 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-D&D | | | | | |
| EX2010102 | | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 4,091 | 0 | 4,091 |
| EX2010201 | | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 200 | 0 | 200 |
| EX2010202 | | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400 | 0 | 400 |
| EX2010301 | | SAN4013AA | ENVIONMENTAL MONITORING | 275 | 0 | 275 |
| EX2010301 | | SAN4014AA | ENIVR. MGM'T& PLANNING | 400 | 0 | 400 |
| | | | SUBTOTAL/EX2010301 | 675 | 0 | 675 |
| | | | ETEC NON D&D ER SUBTOTAL | 5,366 | 0 | 5,366 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 199 | CURRENT |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM (cont.) | | | | | | |
| | D & D | | | | | |
| EX2010401 | | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10 | 0 | 10 |
| EX2010401 | | SAN5002AB | BLDG.023 ASSESSMENT | 30 | 0 | 30 |
| EX2010401 | | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15 | 0 | 15 |
| EX2010401 | | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226 | 0 | 226 |
| EX2010401 | | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15 | 0 | 15 |
| EX2010401 | | SAN5001AA | BLDG. 005 ASSESSMENT | 52 | 0 | 52 |
| EX2010401 | | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20 | 0 | 20 |
| EX2010401 | | SANQ5007AA | D&D OF MOLTEN SALT | 215 | 0 | 215 |
| | | | SUBTOTAL/EX2010401 | 583 | 0 | 583 |
| EX2010402 | | SAN4003AA | BLDG. 059 D & D | 2,294 | 0 | 2,294 |
| EX2010402 | | SAN5001AB | BLDF. 005 D & D | 300 | 0 | 300 |
| | | | SUBTOTAL/EX2010402 | 2,594 | 0 | 2,594 |
| | | | ETEC D&D ER SUBTOTAL | 3,177 | 0 | 3,177 |
| | | | TOTAL ER PROGRAM | 8,543 | 0 | 8,543 |

/24/92

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 199 | CURRENT |
|---|---|---|---|---|---|---|
| **WASTE MANAGEMENT PROGRAM** | | | | | | |
| EX3010050 | | SAN4008AA | DISPOSAL OF COLD TRAPS | 231 | 0 | 231 |
| EX3030050 | | SAN4010AA | DISPOSAL ALKALI | 450 | 0 | 450 |
| | | | TOTAL WM PROGRAM | 681 | 0 | 681 |
| **TECHNOLOGY DEVELOPMENT PROGRAM** | | | | | | |
| EW401050 | | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 10 | 5 | 15 |
| EW401040 | | SF321106 | STATISTICAL SUPPORT | 150 | 0 | 150 |
| EW4050000 | | SF325001 | TPM DETAILEE | 6.25 | 19.00 | 25.25 |
| | | | TOTAL TD PROGRAM | 166.25 | 24.00 | 190.25 |
| | | | TOTAL ETEC EWRM | 9415.25 | 24.00 | 9439.25 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A200 | See Block 16c | N/A | |

6. ISSUED BY — CODE

U.S. DEPARTMENT OF ENERGY
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)

October 1, 1966

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)

SEE ATTACHMENT A

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Clause 7, OBLIGATION OF FUNDS

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

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

SEE ATTACHMENT A

CONFORMED COPY

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) |
|---|---|
| | M.R. Clark<br>Contracting Officer [redacted] |
| 15B. CONTRACTOR/OFFEROR<br>_____<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY MRClark<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>3/27/92 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $666,759,025.74."

| | |
|---|---|
| $665,045,627.68 | Amount obligated through Modification A199 |
| $1,713,398.06 | Amount obligated by Modification A200 |
| $666,759,025.74 | Amount obligated through Modification A200 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A199 | Obl in A200 | Total to Date |
|---|---|---|---|
| Operating | $494,392,022.79 | $2,513,068.06 | $496,905,090.85 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $105,686,106.00 | ($850,000.00) | $104,836,106.00 |
| Fee | $34,964,015.89 | $50,330.00 * | $35,014,345.89 |
| Total | $665,045,627.68 | $1,713,398.06 | $666,759,025.74 |

* Provisional award fee for the period March 1, 1992 through March 31, 1992 is based on the 2nd Semester Award Fee of $1,006,599 multiplied by 5%.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A200
MARCH - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 200 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 200 |
|---|---|---|---|
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-00-00-0 | 0.00 | 0.00 | -2,474.95 |
| NP-02-01-00-0 | 0.00 | 0.00 | -823.99 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 320,000.00 | 320,000.00 | -3,298.94 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-30-10-55-2 (SAET30351H) | 215,000.00 | 0.00 | 215,000.00 |
| EW-40-10-50-0 | 15,000.00 | 15,000.00 | 0.00 |
| EW-40-10-40-0 | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-50-00-0 | 25,250.00 | 25,250.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 405,250.00 | 190,250.00 | 215,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 95,000.00 | 95,000.00 | 0.00 |
| TOTAL OPERATING | 29,382,793.00 | 19,577,162.00 | 2,446,218.06 |

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 200 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,850,000.00 | -850,000.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,850,000.00 | -850,000.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| **TOTAL CONSTRUCTION** | 1,000,000.00 | 1,850,000.00 | -850,000.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 200 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -1,408.40 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -1,408.40 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 74,612.40 | 74,612.40 | 0.00 |
| 40-10-01-02-0 | 201,392.98 | 121,392.98 | 80,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 276,005.38 | 196,005.38 | 80,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 501,026.45 | 37,180.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 501,026.45 | 37,180.00 |
| **TOTAL REIMBURSABLE WORK** | 1,876,005.38 | 695,623.43 | 117,180.00 |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | 32,013,940.38 | 21,877,927.43 | 1,713,398.06 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | FY 1992 PREVIOUS | MOD 200 | CURRENT |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25 | 0 | 25 |
| | | | TOTAL CA PROGRAM | 25 | 0 | 25 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-D&D | | | | | |
| EX2010102 | | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 4,091 | 0 | 4,091 |
| 2010201 | | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 200 | 0 | 200 |
| EX2010201 | | SAN4017AA | TIGER TEAM CAP/GRNDWTR ASSMNTS | 0 | 310 | 310 |
| EX2010202 | | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400 | 0 | 400 |
| EX2010301 | | SAN4013AA | ENVIONMENTAL MONITORING | 275 | 0 | 275 |
| EX2010301 | | SAN4014AA | ENIVR. MGM'T& PLANNING | 400 | 0 | 400 |
| | | | SUBTOTAL/EX2010301 | 675 | 0 | 675 |
| | | | ETEC NON D&D ER SUBTOTAL | 5,366 | 310 | 5,676 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 200 | CURRENT |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM (cont.) | | | | | | |
| | D & D | | | | | |
| EX2010401 | | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10 | 0 | 10 |
| EX2010401 | | SAN5002AB | BLDG.023 ASSESSMENT | 30 | 0 | 30 |
| EX2010401 | | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15 | 0 | 15 |
| EX2010401 | | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226 | 0 | 226 |
| EX2010401 | | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15 | 0 | 15 |
| EX2010401 | | SAN5001AA | BLDG. 005 ASSESSMENT | 52 | 0 | 52 |
| EX2010401 | | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20 | 0 | 20 |
| EX2010401 | | SANQ5007AA | D&D OF MOLTEN SALT | 215 | 0 | 215 |
| | | | SUBTOTAL/EX2010401 | 583 | 0 | 583 |
| EX2010402 | | SAN4003AA | BLDG. 059 D & D | 2,294 | 0 | 2,294 |
| EX2010402 | | SAN5001AB | BLDF. 005 D & D | 300 | 0 | 300 |
| | | | SUBTOTAL/EX2010402 | 2,594 | 0 | 2,594 |
| | | | ETEC D&D ER SUBTOTAL | 3,177 | 0 | 3,177 |
| | | | TOTAL ER PROGRAM | 8,543 | 310 | 8,853 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENGERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 200 | CURRENT |
|---|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM | | | | | | |
| EW3010552 | | SAET30351H | MOLTEN SALT OXIDATION TECHNOLOGY | 0 | 215 | 215 |
| EX3010050 | | SAN4008AA | DISPOSAL OF COLD TRAPS | 231 | (231) | 0 |
| EX3030050 | | SAN4008AA | DISPOSAL OF COLD TRAPS | 0 | 231 | 231 |
| EX3030050 | | SAN4010AA | DISPOSAL ALKALI | 450 | 0 | 450 |
| | | | TOTAL WM PROGRAM | 681 | 215 | 896 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | | |
| EW401050 | | SF001201 | MOLTEN SALT PROSSNG OF MIXED AND HAZARDOUS WASTES TSR | 15 | 0 | 15 |
| EW401040 | | SF321106 | STATISTICAL SUPPORT | 150 | 0 | 150 |
| EW405000 | | SF325001 | TPM DETAILEE | 25.25 | 0.00 | 25.25 |
| | | | TOTAL TD PROGRAM | 190.25 | 0.00 | 190.25 |
| | | | TOTAL ETEC EWRM | 9439.25 | 525.00 | 9964.25 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| 201 | See Block 16c | | |

6. ISSUED BY — CODE

US DEPARTMENT OF ENERGY
DOE Field Office, San Francisco
1333 Broadway
Oakland, CA 94162

7. ADMINISTERED BY (If other than Item 6) — CODE

See Block 6

CONFORMED

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

ROCKETDYNE DIVISION
ROCKWELL INTERNATIONAL CORPORATION
6633 Canoga Avenue
Canoga Park, CA 91304

| (V) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| XX | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)

No Change

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

| (V) | |
|---|---|
| | 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: Clause 86, Key Personnel (DEAR 970.5204-42) |
| | D. OTHER (Specify type of modification and authority) |

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

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

SEE PAGE 2 of 2

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.

CONFORMED

| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
|---|---|
| | M. R. CLARK<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY mrclark (Signature of Contracting Officer) | 4/24/92 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30

Block 14 (continued)

Pursuant to contract clause 86 (DEAR 970.5204-42) KEY PERSONNEL and Rockwell International Corporation Letter 92RC04310 dated March 30, 1992, Key Personnel are changed to the following:

| | |
|---|---|
| D. C. Gibbs | General Manager |
| W. J. Gerritsen | Program Manager, SCTI Programs |
| W. S. De Bear | Manager, Operations |
| B. B. Gillies | Manager, General Programs and Advanced Planning |
| M. J. Tessier | Manager, Quality Assurance and Training |

CONFORMED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A202 | See Blk 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE | FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

SEE ATTACHMENT A

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

| (If) | |
|---|---|
| | 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) Clause 7, OBLIGATION OF FUNDS |

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

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

SEE ATTACHMENT A

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofo[redacted] and effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) M.R. Clark Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY M R Clark (Signature of Contracting Officer) | 16C. DATE SIGNED 5/11/92 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

CONFORMED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $667,264,150.21."

| | |
|---|---|
| $666,759,025.74 | Amount obligated through Modification M201 |
| $505,124.47* | Amount obligated by Modification A202 |
| $666,759,025.74 | Amount obligated through Modification A202 |

* This amount includes $50,330.00 for provisional award fee for the period April 1, 1992 through April 30, 1992 pursuant to Clause 6, PROVISIONAL AWARD FEE, of the contract. Although no rating has yet been determined to have been earned for the previous award fee period (October 1, 1992 throgh March 31, 1992), a new rating should be established before provisional award fee is payable for May, 1992. The May provisional award fee payment will include a one-time adjustment to either augment the payment if underpayment has occurred during April, or credit against the payment if overpayment has occurred.

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru M201 | Obl in A202 | Total to Date |
|---|---|---|---|
| Operating | $496,905,090.85 | $468,327.47 | $497,373,418.32 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $104,836,106.00 | ($13,533.00) | $104,822,573.00 |
| Fee | $35,014,345.89 | $50,330.00 | $35,064,675.89 |
| Total | $666,759,025.74 | $505,124.47 | $667,264,150.21 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A202
APRIL - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 202 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND<br>APPROPRIATION: 89X0206.91 FT:FX<br>Allotment: SF-26-91<br>CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION<br>APPROPRIATION: 89X0215.91 FT:HA<br>Allotment: SF-25-91<br>NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES.<br>APPROPRIATION: 89X0219.91 FT:CA<br>Allotment: SF-29-91<br>EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| OPERATING | | FY 1992 B/A | PRIOR FUNDING | MOD 202 |
|---|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | |
| Allotment: SF-24-91 | | | | |
| AF-65-10-70-0 | | -709,457.00 | -709,457.00 | 0.00 |
| AF-80-10-00-0 | Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 11,984,000.00 | 11,979,860.00 | 0.00 |
| Subtotal AF | | 11,274,543.00 | 11,270,403.00 | 0.00 |
| EB-21-04-00-0 | | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | | 0.00 | 0.00 | 0.00 |
| Subtotal EB | | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 | | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 | (See Pg. 1 of Attachment) | 510,000.00 | 510,000.00 | 0.00 |
| EX-20-10-20-2 | | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 | | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 | | 583,000.00 | 583,000.00 | 0.00 |
| EX-20-10-40-2 | (SAN4003AA) | 2,594,000.00 | 2,594,000.00 | -110,000.00 |
| EX-30-30-05-0 | (SAN4008AA) | 681,000.00 | 681,000.00 | 0.00 |
| Subtotal EX | | 9,559,000.00 | 9,559,000.00 | -110,000.00 |
| WB-00-00-00-0 | | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | | 20,913,543.00 | 20,909,403.00 | -110,000.00 |
| DEPARTMENTAL ADMIN | | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | | |
| Allotment: SF-28-91 | | | | |
| WA-50-02-01-0 | | 80,000.00 | 80,000.00 | 0.00 |
| WN-01-19-06-0 | | 6,650,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | EPRI Added fctr. waived (non-profit utility co.) | 500,000.00 | 217,026.00 | 0.00 |
| WN-02-19-07-0 | | 419,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | | 7,649,000.00 | 297,026.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 202 |
|---|---|---|---|
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-01-00-0 | -2,474.00 | -2,474.95 | 0.00 |
| NP-02-01-00-0 | -824.00 | -824.00 | 0.00 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 316,702.00 | 316,701.05 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-40-2 (SAN5007WA) | 200,000.00 | 0.00 | 200,000.00 |
| EW-30-10-55-2 (SAET30351H) | 265,000.00 | 215,000.00 | 50,000.00 |
| EW-40-10-50-0 | 15,000.00 | 15,000.00 | 0.00 |
| EW-40-10-40-0 | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-50-00-0 | 25,250.00 | 25,250.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 655,250.00 | 405,250.00 | 250,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 200,000.00 | 0.00 | 200,000.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 295,000.00 | 95,000.00 | 200,000.00 |
| TOTAL OPERATING | 29,829,495.00 | 22,023,380.05 | 340,000.00 |

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 202 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,000,000.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,000,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | -13,533.00 | 0.00 | -13,533.00 |
| TOTAL NEW PRODUCTION REACTOR | -13,533.00 | 0.00 | -13,533.00 |
| TOTAL CONSTRUCTION | 986,467.00 | 1,000,000.00 | -13,533.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 202 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -1,408.40 | -3,975.06 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -1,408.40 | -3,975.06 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 132,751.93 | 74,612.40 | 58,139.53 |
| 40-10-01-02-0 | 239,392.98 | 201,392.98 | 38,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 372,144.91 | 276,005.38 | 96,139.53 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 538,206.45 | 86,493.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 538,206.45 | 86,493.00 |
| **TOTAL REIMBURSABLE WORK** | 1,972,144.91 | 812,803.43 | 178,657.47 |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | 32,543,248.91 | 23,591,325.48 | 505,124.47 |

ENERGY TECHNOLOGY ENGINEERING CENTER
($000)

| B & R | PRN-EQU | ADSs | TITLE | PRIOR FUNDS | MOD 202 | CURRENT |
|---|---|---|---|---|---|---|
| | | | | FY 1992 | | |
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25,000 | 0 | 25,000 |
| | | | TOTAL CA PROGRAM | 25,000 | 0 | 25,000 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-D&D | | | | | |
| EX2010102 | | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 4,091,000 | 0 | 4,091,000 |
| EX2010201 | | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 200,000 | 310,000 | 510,000 |
| EX2010201 | | SAN4017AA | TIGER TEAM CAP/GRNDWTR ASSMNTS | 310,000 | (310,000) | 0 |
| EX2010202 | | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400,000 | 0 | 400,000 |
| EX2010301 | | SAN4013AA | ENVIONMENTAL MONITORING | 275,000 | 0 | 275,000 |
| EX2010301 | | SAN4014AA | ENIVR. MGN'T& PLANNING | 400,000 | 0 | 400,000 |
| | | | SUBTOTAL/EX2010301 | 675,000 | 0 | 675,000 |
| | | | ETEC NON D&D ER SUBTOTAL | 5,676,000 | 0 | 5,676,000 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PREVIOUS | MOD 202 | CURRENT |
|---|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM | | | | | | |
| EW2010402 | | SAN5007WA | MOLTEN SALT OXIDATION TECHNOLOGY | 0 | 200,000 | 200,000 |
| EW3010552 | | SAET30351H | MOLTEN SALT OXIDATION TECHNOLOGY | 215,000 | 50,000 | 265,000 |
| | | | TOTAL WM DEFENSE | 215,000 | 250,000 | 465,000 |
| EX3030050 | | SAN4008AA | DISPOSAL OF COLD TRAPS | 231,000 | 0 | 231,000 |
| EX3030050 | | SAN4010AA | DISPOSAL ALKALI | 450,000 | 0 | 450,000 |
| | | | TOTAL WM NON-DEFENSE | 681,000 | 0 | 681,000 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | | |
| EW401050 | | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 15,000 | 0 | 15,000 |
| EW401040 | | SF321106 | STATISTICAL SUPPORT | 150,000 | 0 | 150,000 |
| EW4050000 | | SF325001 | TPM DETAILEE | 25,250 | 0 | 25,250 |
| | | | TOTAL TD DEFENSE | 190,250 | 0 | 190,250 |
| | | | TOTAL ETEC EWRM | 9,964,250 | 140,000 | 10,104,250 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT PROGRAM

ENERGY TECHNOLOGY ENGINEERING CENTER
($000)



| B & R | PRN-EQU | ADSs | TITLE | PRIOR FUNDS | MOD 202 | CURRENT |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM (cont.) | | | | | | |
| | D & D | | | | | |
| EX2010401 | | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10,000 | 0 | 10,000 |
| EX2010401 | | SAN5002AB | BLDG.023 ASSESSMENT | 30,000 | 0 | 30,000 |
| EX2010401 | | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15,000 | 0 | 15,000 |
| EX2010401 | | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226,000 | 0 | 226,000 |
| EX2010401 | | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15,000 | 0 | 15,000 |
| EX2010401 | | SAN5001AA | BLDG. 005 ASSESSMENT | 52,000 | 0 | 52,000 |
| EX2010401 | | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20,000 | 0 | 20,000 |
| EX2010401 | | SANQ5007AA | D&D OF MOLTEN SALT | 215,000 | 0 | 215,000 |
| | | | SUBTOTAL/EX2010401 | 583,000 | 0 | 583,000 |
| EX2010402 | | SAN4003AA | BLDG. 059 D & D | 2,294,000 | (110,000) | 2,184,000 |
| EX2010402 | | SAN5001AB | BLDF. 005 D & D | 300,000 | 0 | 300,000 |
| | | | SUBTOTAL/EX2010402 | 2,594,000 | (110,000) | 2,484,000 |
| | | | ETEC D&D ER SUBTOTAL | 3,177,000 | (110,000) | 3,067,000 |
| | | | TOTAL ER PROGRAM | 8,853,000 | (110,000) | 8,743,000 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A203 | See Blk 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CONFORMED

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)

October 1, 1966

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)

SEE ATTACHMENT A

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Clause 7, OBLIGATION OF FUNDS

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

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

SEE ATTACHMENT A

[redacted]

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) |
|---|---|
| | M.R. Clark<br>Contracting Officer CONFORMED |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY M R Clark (Signature of Contracting Officer) | 6/1/92 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $670,581,590.80."

| | |
|---|---|
| $667,264,150.21 | Amount obligated through Modification A202 |
| $3,317,440.59* | Amount obligated by Modification A203 |
| $670,581,590.80 | Amount obligated through Modification A203 |

* This amount includes $50,330.00 for provisional award fee for the period May 1, 1992 through May 30, 1992 pursuant to Clause 6, PROVISIONAL AWARD FEE of the contract. No rating has yet been determined to have been earned for the previous award fee period (October 1, 1992 through March 31, 1992). Upon determination of a new rating, the provisional award fee will include a one-time adjustment to either augment the payment if underpayment has occurred, or credit against the payment if overpayment has occurred.

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A202 | Obl in A203 | Total to Date |
|---|---|---|---|
| Operating | $497,373,418.32 | $3,267,110.59 | $500,640,528.91 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $104,822,573.00 | $0.00 | $104,822,573.00 |
| Fee | $35,064,675.89 | $50,330.00 | $35,115,005.89 |
| Total | $667,264,150.21 | $3,317,440.59 | $670,581,590.80 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 9, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A203
MAY - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 203 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 203 |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| AF-65-10-70-0 | -709,457.00 | -709,457.00 | 0.00 |
| AF-80-10-00-0 Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 11,984,000.00 | 11,979,860.00 | 0.00 |
| Subtotal AF | 11,274,543.00 | 11,270,403.00 | 0.00 |
| EB-21-04-00-0 | 0.00 | 0.00 | 0.00 |
| EB-23-03-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal EB | 0.00 | 0.00 | 0.00 |
| EX-10-10-03-0 (SAN4007AA) | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 (SAN5000AB) | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 (See Pg. 1 of Attachment) | 510,000.00 | 510,000.00 | 0.00 |
| EX-20-10-20-2 (SAN4009AB) | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 (See Pg. 1 of Attachment) | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 (See Pg. 1 of Attachment) | 583,000.00 | 583,000.00 | 0.00 |
| EX-20-10-40-2 (See Pg. 1 of Attachment) | 2,594,000.00 | 2,484,000.00 | 0.00 |
| EX-30-30-05-0 (See Pg. 2 of Attachment) | 681,000.00 | 681,000.00 | 0.00 |
| Subtotal EX | 9,559,000.00 | 9,449,000.00 | 0.00 |
| WB-00-00-00-0 | 160,000.00 | 80,000.00 | 80,000.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 20,993,543.00 | 20,799,403.00 | 80,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WA-50-02-01-0 | 80,000.00 | 80,000.00 | 0.00 |
| WN-01-19-07-0 | 6,650,000.00 | 0.00 | 3,500,000.00 |
| WN-02-19-04-2 | 500,000.00 | 217,026.00 | 0.00 |
| WN-02-19-07-0 | 419,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 7,649,000.00 | 297,026.00 | 3,500,000.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 203 |
|---|---|---|---|
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-01-00-0 | -2,474.00 | -2,474.95 | 0.00 |
| NP-02-01-00-0 | -824.00 | -824.00 | 0.00 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 316,702.00 | 316,701.05 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-40-2 (SAN5007WA) | 200,000.00 | 200,000.00 | 0.00 |
| EW-30-10-55-2 (SAET30351H) | 265,000.00 | 265,000.00 | 0.00 |
| EW-40-10-50-0 (SF001201) | 15,000.00 | 15,000.00 | 0.00 |
| EW-40-10-40-0 (SF321106) | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-40-10-0 (SF4500) Deobligate PY uncosted balances. | 0.00 | 0.00 | -349,261.41 |
| EW-40-50-00-0 (SF325001) | 25,250.00 | 25,250.00 | 10,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 655,250.00 | 655,250.00 | -339,261.41 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 295,000.00 | 295,000.00 | 0.00 |
| **TOTAL OPERATING** | 29,909,495.00 | 22,363,380.05 | 3,240,738.59 |

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 203 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,000,000.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,000,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 13,533.00 | 13,533.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 13,533.00 | 13,533.00 | 0.00 |
| **TOTAL CONSTRUCTION** | 1,013,533.00 | 1,013,533.00 | 0.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 203 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -5,383.46 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -5,383.46 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 132,751.93 | 132,751.93 | 0.00 |
| 40-10-01-02-0 | 239,392.98 | 239,392.98 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 372,144.91 | 372,144.91 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 624,699.45 | 76,702.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 624,699.45 | 76,702.00 |
| **TOTAL REIMBURSABLE WORK** | 1,972,144.91 | 991,460.90 | 76,702.00 |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | 32,650,314.91 | 24,123,515.95 | 3,317,440.59 |

| R & R | PRN-EQU | ADSs | TITLE | FY 1992 PREVIOUS | FY 1992 MOD 203 | FY 1992 CURRENT |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| | EX1010030 | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25,000 | 0 | 25,000 |
| TOTAL, CORRECTIVE ACTIVITIES PROGRAM | | | | 25,000 | 0 | 25,000 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| NON-DEFENSE NON-D&D | | | | | | |
| | EX2010102 | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 4,091,000 | 0 | 4,091,000 |
| | EX2010201 | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 510,000 | 0 | 510,000 |
| | EX2010201 | SAN4017AA | TIGER TEAM CAP/GRNDWTR ASSESSMENTS | 0 | 0 | 0 |
| Subtotal, EX2010201 | | | | 510,000 | 0 | 510,000 |
| | EX2010202 | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400,000 | 0 | 400,000 |
| | EX2010301 | SAN4013AA | ENVIONMENTAL MONITORING | 275,000 | 0 | 275,000 |
| | EX2010301 | SAN4014AA | ENIVR. MGM'T& PLANNING | 400,000 | 0 | 400,000 |
| Subtotal, EX2010301 | | | | 675,000 | 0 | 675,000 |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE NON-D&D | | | | 5,676,000 | 0 | 5,676,000 |
| NON-DEFENSE D&D | | | | | | |
| | EX2010401 | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10,000 | 0 | 10,000 |
| | EX2010401 | SAN5002AB | BLDG.023 ASSESSMENT | 30,000 | 0 | 30,000 |
| | EX2010401 | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15,000 | 0 | 15,000 |
| | EX2010401 | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226,000 | 0 | 226,000 |
| | EX2010401 | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15,000 | 0 | 15,000 |
| | EX2010401 | SAN5001AA | BLDG. 005 ASSESSMENT | 52,000 | 0 | 52,000 |
| | EX2010401 | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20,000 | 0 | 20,000 |
| | EX2010401 | SAN5007AA | D&D OF MOLTEN SALT | 215,000 | 0 | 215,000 |
| Subtotal, EX2010401 | | | | 583,000 | 0 | 583,000 |
| | EX2010402 | SAN4003AA | BLDG. 059 D & D | 2,184,000 | 0 | 2,184,000 |
| | EX2010402 | SAN5001AB | BLDF. 005 D & D | 300,000 | 0 | 300,000 |
| Subtotal, EX2010402 | | | | 2,484,000 | 0 | 2,484,000 |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE D&D | | | | 3,067,000 | 0 | 3,067,000 |
| | EW2010402 | SAN5007WA | MOLTEN SALT OXIDATION TECHNOLOGY | 200,000 | 0 | 200,000 |
| Subtotal, DEFENSE ENVIRONMENTAL RESTORATION | | | | 200,000 | 0 | 200,000 |
| TOTAL, ENVIORNMENTAL RESTORATION PROGRAM | | | | 8,943,000 | 0 | 8,943,000 |

| B & R PRN-EQU | ADSs | TITLE | FY 1992 PREVIOUS | FY 1992 MOD 203 | FY 1992 CURRENT |
|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW3010552 | SAET30351H | MOLTEN SALT OXIDATION TECHNOLOGY | 265,000 | 0.00 | 265,000.00 |
| Subtotal, DEFENSE | | | 265,000 | 0.00 | 265,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX3030050 | SAN4008AA | DISPOSAL OF COLD TRAPS | 231,000 | 0.00 | 231,000.00 |
| EX3030050 | SAN4010AA | DISPOSAL ALKALI | 450,000 | 0.00 | 450,000.00 |
| Subtotal, NON-DEFENSE | | | 681,000 | 0.00 | 681,000.00 |
| TOTAL, WASTE MANAGEMENT PROGRAM | | | 946,000 | 0.00 | 946,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM - DEFENSE | | | | | |
| 1050 | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 15,000 | 0.00 | 15,000.00 |
| EW401040 | SF321106 | STATISTICAL SUPPORT | 150,000 | 0.00 | 150,000.00 |
| EW404010 | SF4500 | CONSORTUIM OF TECH COMMUNITY COLLEGES | 0 | (349,261.41) | (349,261.41) |
| EW4050000 | SF325001 | TPM DETAILEE | 25,250 | 10,000.00 | 35,250.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT PROGRAM | | | 190,250 | (339,261.41) | (149,011.41) |
| TOTAL ETEC EWRM | | | 10,104,250 | (339,261.41) | 9,764,988.59 |

CONFORMED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A204 | See Blk 16C | N/A | |

6. ISSUED BY — CODE
U.S. DEPARTMENT OF ENERGY
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE
[redacted]

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE ____ FACILITY CODE ____

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)
See Attachment A

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, OBLIGATION OF FUNDS |

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

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

SEE ATTACHMENT A

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 [redacted] M.R. Clark Contracting Officer |
|---|---|
| 15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign) | 15C. DATE SIGNED |
| | 16B. UNITED STATES OF AMERICA BY M R Clark (Signature of Contracting Officer) |
| | 16C. DATE SIGNED 7/2/92 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $672,890,270.80."

| | |
|---|---|
| $670,581,590.80 | Amount obligated through Modification A203 |
| $2,308,680.00 | Amount obligated by Modification A204 |
| $672,890,270,80 | Amount obligated through Modification A204 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A203 | Obl in A204 | Total to Date |
|---|---|---|---|
| Operating | $500,640,528.91 | $1,604,682.00 | $502,245,210.91 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $104,822,573.00 | $13,533.00 | $104,836,106.00 |
| Fee | $35,115,005.89 | $690,465.00 * | $35,805,470.89 |
| Total | $670,581,590.80 | $2,308,680.00 | $672,890,270.80 |

* This amount consists of award fee and provisional award fee, calculated as follows:

| | | |
|---|---|---|
| 1st Semester Award Fee (Oct 91 - Mar 92) | $950,526 | |
| Less provisional fee previously paid | $301,980 | |
| | | $648,546 |
| Apr provisional award fee ($950,526 x 5%) | $47,526 | |
| Less provisional fee previously paid | $50,330 | |
| | | ($2,804) |
| May provisional award fee ($950,526 x 5%) | $47,526 | |
| Less provisional fee previously paid | $50,330 | |
| | | ($2,804) |
| Jun provisional award fee ($950,526 x 5%) | | $47,526 |
| Total Award Fee & Provisional Award fee | | $690,465 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 9, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A204
JUNE - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 204 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND | | | |
| APPROPRIATION: 89X0206.91 FT:FX | | | |
| Allotment: SF-26-91 | | | |
| CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-25-91 | | | |
| NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES. | | | |
| APPROPRIATION: 89X0219.91 FT:CA | | | |
| Allotment: SF-29-91 | | | |
| EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 204 |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| AF-65-10-70-0 | -709,457.00 | -709,457.00 | 0.00 |
| AF-80-10-00-0 Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 11,984,000.00 | 11,979,860.00 | 0.00 |
| Subtotal AF | 11,274,543.00 | 11,270,403.00 | 0.00 |
| EX-10-10-03-0 (SAN4007AA) | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 (SAN5000AB) | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 (See Pg. 1 of Attachment) | 510,000.00 | 510,000.00 | 0.00 |
| EX-20-10-20-2 (SAN4009AB) | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 (See Pg. 1 of Attachment) | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 (See Pg. 1 of Attachment) | 583,000.00 | 583,000.00 | 0.00 |
| EX-20-10-40-2 (See Pg. 1 of Attachment) | 2,684,000.00 | 2,484,000.00 | 0.00 |
| EX-30-10-05-0 (See Pg. 2 of Attachment) | -22,812.16 | 0.00 | -22,812.16 |
| EX-30-30-05-0 (See Pg. 2 of Attachment) | 703,812.16 | 681,000.00 | 22,812.16 |
| Subtotal EX | 9,649,000.00 | 9,449,000.00 | 0.00 |
| WB-00-00-00-0 | 160,000.00 | 160,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 21,083,543.00 | 20,879,403.00 | 0.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WA-50-02-01-0 | 80,000.00 | 80,000.00 | 0.00 |
| WN-01-19-07-0 | 6,650,000.00 | 3,500,000.00 | 0.00 |
| WN-02-19-04-2 | 500,000.00 | 217,026.00 | 0.00 |
| WN-02-19-06-0 | 3,000.00 | 0.00 | 3,000.00 |
| WN-02-19-07-0 | 416,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 7,649,000.00 | 3,797,026.00 | 3,000.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 204 |
|---|---|---|---|
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-01-00-0 | -2,474.00 | -2,474.95 | 0.00 |
| NP-02-01-00-0 | -824.00 | -824.00 | 0.00 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 316,702.00 | 316,701.05 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-40-2 (SAN5007WA) | 200,000.00 | 200,000.00 | 0.00 |
| EW-30-10-55-2 (SAET30351H) | 265,000.00 | 265,000.00 | 0.00 |
| EW-40-10-50-0 (SF001201) | 15,000.00 | 15,000.00 | 0.00 |
| EW-40-10-40-0 (SF321106) | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-40-10-0 (SF4500) Deobligate PY uncosted balances. | -349,261.41 | -349,261.41 | 0.00 |
| EW-40-50-00-0 (SF325001) | 32,250.00 | 35,250.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 312,988.59 | 315,988.59 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 2,333,300.00 | 200,000.00 | 2,133,300.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 2,428,300.00 | 295,000.00 | 2,133,300.00 |
| TOTAL C TING | 3 33.59 | 25,604,118.64 | 2,136,300.00 |

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 204 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,000,000.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,000,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | -13,533.00 | 13,533.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | -13,533.00 | 13,533.00 |
| **TOTAL CONSTRUCTION** | 1,000,000.00 | 986,467.00 | 13,533.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 204 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -5,383.46 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -5,383.46 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 132,751.93 | 132,751.93 | 0.00 |
| 40-10-01-02-0 | 239,392.98 | 239,392.98 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 372,144.91 | 372,144.91 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 701,401.45 | 158,847.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 701,401.45 | 158,847.00 |
| **TOTAL REIMBURSABLE WORK** | 1,972,144.91 | 1,068,162.90 | 158,847.00 |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | 34 20.50 | 27,413,890.54 | 2,308,680.00 |

| B & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU MAY | MOD 204 | CUMULATIVE THRU JUNE |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25,000 | 0 | 25,000 |
| TOTAL, CORRECTIVE ACTIVITIES PROGRAM | | | | 25,000 | 0 | 25,000 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| NON-DEFENSE NON-D&D | | | | | | |
| EX2010102 | | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 4,091,000 | 0 | 4,091,000 |
| EX2010201 | | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 510,000 | 0 | 510,000 |
| EX2010201 | | SAN4017AA | TIGER TEAM CAP/GRNDWTR ASSESSMENTS | 0 | 0 | 0 |
| Subtotal, EX2010201 | | | | 510,000 | 0 | 510,000 |
| EX2010202 | | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400,000 | 0 | 400,000 |
| EX2010301 | | SAN4013AA | ENVIONMENTAL MONITORING | 275,000 | 0 | 275,000 |
| EX2010301 | | SAN4014AA | ENIVR. MGM'T& PLANNING | 400,000 | 0 | 400,000 |
| Subtotal, EX2010301 | | | | 675,000 | 0 | 675,000 |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE NON-D&D | | | | 5,676,000 | 0 | 5,676,000 |
| NON-DEFENSE D&D | | | | | | |
| EX2010401 | | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10,000 | 0 | 10,000 |
| EX2010401 | | SAN5002AB | BLDG.023 ASSESSMENT | 30,000 | 0 | 30,000 |
| EX2010401 | | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15,000 | 0 | 15,000 |
| EX2010401 | | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226,000 | 0 | 226,000 |
| EX2010401 | | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15,000 | 0 | 15,000 |
| EX2010401 | | SAN5001AA | BLDG. 005 ASSESSMENT | 52,000 | 0 | 52,000 |
| EX2010401 | | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20,000 | 0 | 20,000 |
| EX2010401 | | SANQ5007AA | D&D OF MOLTEN SALT | 215,000 | 0 | 215,000 |
| Subtotal, EX2010401 | | | | 583,000 | 0 | 583,000 |
| EX2010402 | | SAN4003AA | BLDG. 059 D & D | 2,184,000 | 0 | 2,184,000 |
| EX2010402 | | SAN5001AB | BLDF. 005 D & D | 300,000 | 0 | 300,000 |
| Subtotal, EX2010402 | | | | 2,484,000 | 0 | 2,484,000 |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE D&D | | | | 3,067,000 | 0 | 3,067,000 |
| EW2010402 | | SAN5007WA | MOLTEN SALT OXIDATION TECHNOLOGY | 200,000 | 0 | 200,000 |
| Subtotal, DEFENSE ENVIRONMENTAL RESTORATION | | | | 200,000 | 0 | 200,000 |
| TOTAL, ENVIORNMENTAL RESTORATION PROGRAM | | | | 8,943,000 | 0 | 8,943,000 |

| B & R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU MAY | MOD 204 | CUMULATIVE THRU JUNE |
|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW3010552 | SAET30351H | MOLTEN SALT OXIDATION TECHNOLOGY | 265,000 | 0.00 | 265,000.00 |
| Subtotal, DEFENSE | | | 265,000 | 0.00 | 265,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX3010050 | SAN4008AA | DISPOSAL OF COLD TRAPS | 0 | (22,812.16) | (22,812.16) |
| EX3030050 | SAN4008AA | DISPOSAL OF COLD TRAPS | 231,000 | 22,812.16 | 253,812.16 |
| EX3030050 | SAN4010AA | DISPOSAL ALKALI | 450,000 | 0.00 | 450,000.00 |
| Subtotal, NON-DEFENSE | | | 681,000 | 0 | 681,000 |
| TOTAL, WASTE MANAGEMENT PROGRAM | | | 946,000 | 0.00 | 946,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM - DEFENSE | | | | | |
| EW401050 | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 15,000 | 0.00 | 15,000.00 |
| EW401040 | SF321106 | STATISTICAL SUPPORT | 150,000 | 0.00 | 150,000.00 |
| EW404010 | SF4500 | CONSORTUIM OF TECH COMMUNITY COLLEGES | (349,261.41) | 0.00 | (349,261.41) |
| EW4050000 | SF325001 | TPM DETAILEE | 35,250 | 0.00 | 35,250.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT PROGRAM | | | (149,011) | 0.00 | (149,011.41) |
| TOTAL ETEC EWRM | | | 9,764,988.59 | 0.00 | 9,764,988.59 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A205 | See Block 16C | N/A | |

6. ISSUED BY — CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

CONFORMED

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

See Attachment A

## 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). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

CONFORMED

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)* |
|---|---|
| | Roger Simpson<br>Contracting Officer [redacted] |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | July 10, 19 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $672,963,741.80."

| | |
|---|---|
| $672,890,270.80 | Amount obligated through Modification A204 |
| $73,471.00 | Amount obligated by Modification A205 |
| $672,963,741.80 | Amount obligated through Modification A205 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A204 | Obl in A205 | Total to Date |
|---|---|---|---|
| Operating | $502,245,210.91 | $73,471.00 | $502,318,681.91 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $104,836,106.00 | $0.00 | $104,836,106.00 |
| Fee | $35,805,470.89 | $0.00 | $35,805,470.89 |
| Total | $672,890,270.80 | $73,471.00 | $672,963,741.80 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 7, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A205
JULY - FY 1992

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 205 |
|---|---|---|---|
| GEOTHERMAL RESOURCE DEV. FUND<br>APPROPRIATION: 89X0206.91 FT:FX<br>Allotment: SF-26-91<br>CC-10-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL GEOTHERMAL RESOURCE DEV. FUND | 0.00 | 0.00 | 0.00 |
| ENERGY CONSERVATION<br>APPROPRIATION: 89X0215.91 FT:HA<br>Allotment: SF-25-91<br>NOTE: B&R's have been recasted. To date no program guidance has been received. | | | |
| TOTAL ENERGY CONSERVATION | | | |
| NAVAL PETROLEUM & OIL SHALE RES.<br>APPROPRIATION: 89X0219.91 FT:CA<br>Allotment: SF-29-91<br>EA-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NAVAL PETROLEUM & OIL SHALE RES. | 0.00 | 0.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 205 |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| AF-65-10-70-0 | -709,457.00 | -709,457.00 | 0.00 |
| AF-80-10-00-0 Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 11,984,000.00 | 11,979,860.00 | 0.00 |
| Subtotal AF | 11,274,543.00 | 11,270,403.00 | 0.00 |
| EX-10-10-03-0 (SAN4007AA) | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 (SAN5000AB) | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 (See Pg. 1 of Attachment) | 510,000.00 | 510,000.00 | 0.00 |
| EX-20-10-20-2 (SAN4009AB) | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 (See Pg. 1 of Attachment) | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 (See Pg. 1 of Attachment) | 583,000.00 | 583,000.00 | 0.00 |
| EX-20-10-40-2 (See Pg. 1 of Attachment) | 2,684,000.00 | 2,484,000.00 | 0.00 |
| EX-30-10-05-0 (See Pg. 2 of Attachment) | -22,812.16 | -22,812.16 | 0.00 |
| EX-30-30-05-0 (See Pg. 2 of Attachment) | 703,812.16 | 703,812.16 | 0.00 |
| Subtotal EX | 9,649,000.00 | 9,449,000.00 | 0.00 |
| WB-00-00-00-0 | 160,000.00 | 160,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 21,083,543.00 | 20,879,403.00 | 0.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WA-50-02-01-0 | 80,000.00 | 80,000.00 | 0.00 |
| WN-01-19-07-0 | 6,650,000.00 | 3,500,000.00 | 0.00 |
| WN-02-19-04-2 | 500,000.00 | 217,026.00 | 0.00 |
| WN-02-19-06-0 | 3,000.00 | 3,000.00 | 0.00 |
| WN-02-19-07-0 | 416,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 7,649,000.00 | 3,800,026.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 205 |
|---|---|---|---|
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-01-00-0 | -2,474.00 | -2,474.95 | 0.00 |
| NP-02-01-00-0 | -824.00 | -824.00 | 0.00 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 316,702.00 | 316,701.05 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-40-2 (SAN5007WA) | 200,000.00 | 200,000.00 | 0.00 |
| EW-30-10-55-2 (SAET30351H) | 265,000.00 | 265,000.00 | 0.00 |
| EW-40-10-50-0 (SF001201) | 15,000.00 | 15,000.00 | 0.00 |
| EW-40-10-40-0 (SF321106) | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-40-10-0 (SF4500) Deobligate PY uncosted balances. | -349,261.41 | -349,261.41 | 0.00 |
| EW-40-50-00-0 (SF325001) | 32,250.00 | 35,250.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 312,988.59 | 315,988.59 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 2,333,300.00 | 2,333,300.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 2,428,300.00 | 2,428,300.00 | 0.00 |
| TOTAL OPERATING | 31,790,533.59 | 27,740,418.64 | 0.00 |

| EQUIPMENT | FY 1992 B/A | PRIOR FUNDING | MOD 205 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | -594,858.00 | -594,858.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | -244,858.00 | -244,858.00 | 0.00 |
| **TOTAL EQUIPMENT** | -244,858.00 | -244,858.00 | 0.00 |
| **CONSTRUCTION** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,000,000.00 | 0.00 |
| 39-EX-10-10-2 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,000,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 1,000,000.00 | 1,000,000.00 | 0.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 205 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | -5,383.46 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | -5,383.46 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 132,751.93 | 132,751.93 | 0.00 |
| 40-10-01-02-0 | 239,392.98 | 239,392.98 | 0.00 |
| 40-10-01-06-0 | 25,000.00 | 0.00 | 25,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 397,144.91 | 372,144.91 | 25,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 860,248.45 | 48,471.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 860,248.45 | 48,471.00 |
| TOTAL REIMBURSABLE WORK | 1,997,144.91 | 1,227,009.90 | 73,471.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 34,542,820.50 | 29,722,570.54 | 73,471.00 |

CONFORMED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A206 | See Block 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

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)

See Attachment A

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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Clause 7, OBLIGATION OF FUNDS

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

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

See Attachment A

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) |
|---|---|---|
| | | Roger Simpson<br>Contracting Officer [redacted] |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY Roger C. Simpson (Signature of Contracting Officer) | Aug 6, 1992 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

CONFORMED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONFORMED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A206 | See Block 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| CODE | FACILITY CODE |
|---|---|
| | |

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SP00700

10B. DATED (SEE ITEM 13)
October 1, 1966

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)

See Attachment A

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). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, OBLIGATION OF FUNDS |

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

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

See Attachment A

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) |
|---|---|---|
| | | Roger Simpson<br>Contracting Officer [redacted] |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY Roger C. Simpson (Signature of Contracting Officer) | Aug 6, 1992 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

CONFORMED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONFORMED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A206 | See Block 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

( ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SP00700

10B. DATED (SEE ITEM 13)
October 1, 1966

## 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)

See Attachment A

## 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).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)
Clause 7, OBLIGATION OF FUNDS

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

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

See Attachment A

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) |
|---|---|---|
| | | Roger Simpson<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Roger C. Simpson<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>Aug 6, 1992 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

CONFORMED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $673,404,349.80."

| | |
|---|---|
| $672,963,741.80 | Amount obligated through Modification A205 |
| $ 440,608.00 | Amount obligated by Modification A206 |
| $673,404,349.80 | Amount obligated through Modification A206 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A205 | Obl in A206 | Total to Date |
|---|---|---|---|
| Operating | $502,318,681.91 | $393,082.00 | $502,711,763.91 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $104,836,106.00 | $0.00 | $104,836,106.00 |
| Fee | $35,805,470.89 | $47,526.00 * | $35,852,996.89 |
| Total | $672,963,741.80 | $440,608.00 | $673,404,349.80 |

* The award fee is calculated as follows:

1st Semester Award Fee (Oct 91 Mar 92) $950,526

July provisional award fee ($950,526 X 5%) $ 47,526

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 8, to this Modification.

| OPERATING | | FY 1992 B/A | PRIOR FUNDING | MOD 206 |
|---|---|---|---|---|
| ENERGY CONSERVATION | | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | | |
| Allotment: SF-25-91 | | | | |
| EF-78-02-01-00-0 | | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | |
| Allotment: SF-24-91 | | | | |
| AF-65-10-70-0 | | (709,457.00) | (709,457.00) | 0.00 |
| AF-80-10-00-0 | Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 11,984,000.00 | 11,979,860.00 | 0.00 |
| Subtotal AF | | 11,274,543.00 | 11,270,403.00 | 0.00 |
| EX-10-10-03-0 | (SAN4007AA) | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | (SAN5000AB) | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 | (SAN4009AA) | 510,000.00 | 510,000.00 | 0.00 |
| EX-20-10-20-2 | (SAN4009AB) | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 | (See Pg. 1 of Attachment) | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 | (See Pg. 1 of Attachment) | 808,000.00 | 583,000.00 | 225,000.00 |
| EX-20-10-40-2 | (See Pg. 1 of Attachment) | 2,484,000.00 | 2,484,000.00 | 0.00 |
| EX-30-10-05-0 | (SAN4008AA) | (22,812.16) | (22,812.16) | 0.00 |
| EX-30-30-05-0 | (See Pg. 2 of Attachment) | 803,812.16 | 703,812.16 | 100,000.00 |
| Subtotal EX | | 9,774,000.00 | 9,449,000.00 | 325,000.00 |
| WB-00-00-00-0 | | 160,000.00 | 160,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | | 21,208,543.00 | 20,879,403.00 | 325,000.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 206 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WA-50-02-01-0 | 80,000.00 | 80,000.00 | 0.00 |
| WN-01-19-07-0 | 6,650,000.00 | 3,500,000.00 | 0.00 |
| WN-02-19-04-2 | 500,000.00 | 217,026.00 | 0.00 |
| WN-02-19-06-0 | 23,000.00 | 3,000.00 | 20,000.00 |
| WN-02-19-07-0 | 396,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 7,649,000.00 | 3,800,026.00 | 20,000.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-01-00-0 | (2,474.00) | (2,474.95) | 0.00 |
| NP-02-01-00-0 | (824.00) | (823.99) | 0.00 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 316,702.00 | 316,701.06 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-40-2 (SAN5007WA) | 200,000.00 | 200,000.00 | 0.00 |
| EW-30-10-55-2 (SAET30351H) | 265,000.00 | 265,000.00 | 0.00 |
| EW-40-10-50-0 (SF001201) | 15,000.00 | 15,000.00 | 0.00 |
| EW-40-10-40-0 (SF321106) | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-40-10-0 (SF4500) | (349,261.41) | (349,261.41) | 0.00 |
| EW-40-50-00-0 (SF325001) | 32,250.00 | 35,250.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 312,988.59 | 315,988.59 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 2,333,300.00 | 2,333,300.00 | 0.00 |
| TOTAL NCES FOR COOPERATIVE WORK | 2, 300.00 | 2,428,300.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 206 |
|---|---|---|---|
| TOTAL OPERATING | 31,915,533.59 | 27,740,418.65 | 345,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | (594,858.00) | (594,858.00) | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | (244,858.00) | (244,858.00) | 0.00 |
| TOTAL EQUIPMENT | (244,858.00) | (244,858.00) | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,000,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,000,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 1,000,000.00 | 1,000,000.00 | 0.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 206 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | (5,383.46) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | (5,383.46) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 132,751.93 | 132,751.93 | 0.00 |
| 40-10-01-02-0 | 239,392.98 | 239,392.98 | 0.00 |
| 40-10-01-06-0 | 110,000.00 | 25,000.00 | 85,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 482,144.91 | 397,144.91 | 85,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 908,719.45 | 10,608.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 908,719.45 | 10,608.00 |
| TOTAL REIMBURSABLE WORK | 2,082,144.91 | 1,300,480.90 | 95,608.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 34,752,820.50 | 29,796,041.55 | 440,608.00 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1992



| & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JUNE | MOD 206 | CUMULATIVE THRU JULY |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX | 1010030 | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25,000 | 0 | 25,000 |
| TOTAL, CORRECTIVE ACTIVITIES PROGRAM | | | | 25,000 | 0 | 25,000 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-DEFENSE NON-D&D | | | | | |
| EX | 2010102 | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP | 4,091,000 | 0 | 4,091,000 |
| EX | 2010201 | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 510,000 | 0 | 510,000 |
| EX | 2010202 | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400,000 | 0 | 400,000 |
| EX | 2010301 | SAN4013AA | ENVIONMENTAL MONITORING | 275,000 | 0 | 275,000 |
| EX | 2010301 | SAN4014AA | ENIVR. MGM'T& PLANNING | 400,000 | 0 | 400,000 |
| Subtotal, EX2010301 | | | | 675,000 | 0 | 675,000 |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE NON-D&D | | | | 5,676,000 | 0 | 5,676,000 |
| | NON-DEFENSE D&D | | | | | |
| EX | 2010401 | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10,000 | 0 | 10,000 |
| EX | 2010401 | SAN5002AB | BLDG.023 ASSESSMENT | 30,000 | 0 | 30,000 |
| EX | 2010401 | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15,000 | 0 | 15,000 |
| EX | 2010401 | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226,000 | 0 | 226,000 |
| EX | 2010401 | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15,000 | 0 | 15,000 |
| EX | 2010401 | SAN5001AA | BLDG. 005 ASSESSMENT | 52,000 | 0 | 52,000 |
| EX | 2010401 | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20,000 | 0 | 20,000 |
| EX | 2010401 | SANQ5007AA | D&D OF MOLTEN SALT | 215,000 | 225,000 | 440,000 |
| Subtotal, EX2010401 | | | | 583,000 | 225,000 | 808,000 |
| EX | 2010402 | SAN4003AA | BLDG. 059 D & D | 2,184,000 | 0 | 2,184,000 |
| EX | 2010402 | SAN5001AB | BLDF. 005 D & D | 300,000 | 0 | 300,000 |
| Subtotal, EX2010402 | | | | 2,484,000 | 0 | 2,484,000 |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE D&D | | | | 3,067,000 | 225,000 | 3,292,000 |
| EW | 2010402 | SAN5007WA | MOLTEN SALT OXIDATION TECHNOLOGY | 200,000 | 0 | 200,000 |
| Subtotal, DEFENSE ENVIRONMENTAL RESTORATION | | | | 200,000 | 0 | 200,000 |
| TOTAL, ENVIORNMENTAL RESTORATION PROGRAM | | | | 8,943,000 | 225,000 | 9,168,000 |

| B & R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JUNE | MOD 206 | CUMULATIVE THRU JULY |
|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW3010552 | SAET30351H | MOLTEN SALT OXIDATION TECHNOLOGY | 265,000 | 0.00 | 265,000.00 |
| Subtotal, DEFENSE | | | 265,000 | 0.00 | 265,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX3010050 | SAN4008AA | DISPOSAL OF COLD TRAPS | (22,812) | 0.00 | (22,812.16) |
| EX3030050 | SAN4008AA | DISPOSAL OF COLD TRAPS | 253,812 | 125,000.00 | 378,812.16 |
| EX3030050 | SAN4010AA | DISPOSAL OF ALKALI METAL | 450,000 | (125,000.00) | 325,000.00 |
| EX3030050 | SAN4011AA | DISPOSAL OF SURPLUS SODIUM | 0 | 100,000.00 | 100,000.00 |
| Subtotal, NON-DEFENSE | | | 703,812 | 100,000.00 | 803,812.16 |
| TOTAL, WASTE MANAGEMENT PROGRAM | | | 968,812 | 100,000.00 | 1,068,812.16 |
| HNOLOGY DEVELOPMENT PROGRAM - DEFENSE | | | | | |
| EW401050 | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 15,000 | 0.00 | 15,000.00 |
| EW401040 | SF321106 | STATISTICAL SUPPORT | 150,000 | 0.00 | 150,000.00 |
| EW404010 | SF4500 | CONSORTUIM OF TECH COMMUNITY COLLEGES | (349,261.41) | 0.00 | (349,261.41) |
| EW4050000 | SF325001 | TPM DETAILEE | 35,250 | 0.00 | 35,250.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT PROGRAM | | | (149,011) | 0.00 | (149,011.41) |
| TOTAL ETEC EWRM | | | 9,787,800.75 | 325,000.00 | 10,112,800.75 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M207 | See Bloc 16c | N/A | ETEC |

6. ISSUED BY
U.S. Department of Energy CODE
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

**CONFORMED COPY**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

( ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

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)
No Change

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:
Mutual Agreement and Clause 4, Program Development and Financial Plans, Estimates and Cost Information

( ) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Page 2 of 2

**CONFORMED COPY**

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) |
|---|---|
| | ROGER C. SIMPSON, Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Roger C. Simpson (Signature of Contracting Officer) | Aug 14, 1992 |

Block 14 continued.

a. The purpose of this modification is to transfer estimated costs from operations to fee.

b. Clause 4 Program Development and Financial Plans: Estimated and Cost Information as modified by M176 is changed to read as follows:

Revise Paragraph (c), Estimated Cost, Base Fee and Award Fee to read:

"(c) Estimated Cost, Base Fee and Award Fee

For the period October 1, 1991 through September 30, 1992, the total estimated budget (cost and fee) is $36,265,300.00. The estimated cost is $34,687,200.00. The otherwise applicable fixed fee is $1,408,187.00. The base fee is 0% ($0.00) and the maximum award fee is 200% ($2,816,374.00) of the otherwise fixed fee. The base fee plus the maximum award fee is $2,816,374.00."

c. Total contract price remains unchanged.

d. All other terms and conditions remain unchanged.

e. Point of contact is Roger Simpson 510-273-4111.

CONFORMED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M208 | See Block 16C | N/A | ETEC |

6. ISSUED BY — CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

See Block 6

[redacted]

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

ROCKETDYNE DIVISION
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE — FACILITY CODE

| (x) | 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
|---|---|---|
| | | |

| (x) | 10A. MODIFICATION OF CONTRACT/ORDER NO. | 10B. DATED (SEE ITEM 13) |
|---|---|---|
| XX | DE-AC03-76SF00700 | October 1, 1966 |

## 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)

No change

## 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement and DEAR 970.3102-2 Compensation for Personal Services

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Page 2 of 2

[redacted]

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) |
|---|---|
| J. Burds, Jr. Manager<br>Contracts & Proposals, Advanced Programs | ROGER C. SIMPSON, Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 9/21/92 | BY Roger C. Simpson (Signature of Contracting Officer) | Sept 2, 1992 |

CONFORMED

Block 14 continued.

a. The purpose of this modification is to change contract clause 70, DEAR 970.5204-13, to conform to DEAR 970.3102-2 as changed by amendment 14.

b. Clause 70 DEAR 970.5204-13 ALLOWABLE COSTS AND FEE (MANAGEMENT AND OPERATING CONTRACTS) (JUNE 1988) (DEVIATION) Of contract modification No. 145, paragraph (d)(8)(i) is changed pursuant to DEAR 970.3102-2, Amendment 14 and DOE-SAN/MEIR, September 26, 1991 letter, as follows:

TO: Salaries and wages; overtime shift differential, holiday, and other premium pay for time worked; nonwork time, including vacations, holidays, sick funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances, or serving on labor management (Contractor) committees: Provided, however, that the Contracting Officer's approval is required in each instance of base salary or wages to an individual employee at an annual rate of **$80,000.00** or more, when it is proposed that a total of 50 percent or more of such base salary or wages be reimbursed under DOE cost-type contracts.

c. Total contract price remains unchanged.

d. All other terms and conditions remain unchanged.

e. Point of contact is Roger Simpson 510-273-4111.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 6 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A209 | See Block 16c | N/A | |

6. ISSUED BY CODE

U.S. DEPARTMENT OF ENERGY
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

[redacted]

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

See Attachment A

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

| (If) | |
|---|---|
| | 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) Clause 7, Obligation of Funds |

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

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

See Attachment A

[redacted]

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) Roger Simpson Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Roger C. Simpson (Signature of Contracting Officer) | 16C. DATE SIGNED Aug 31, 1992 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $675,537,907.87."

| | |
|---|---|
| $ 673,404,349.80 | Amount obligated through Modification M208 |
| $ 2,133,558.07 | Amount obligated by Modification A209 |
| $ 675,537,907.87 | Amount obligated through Modification A209 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru M208 | Obl in A209 | Total to Date |
|---|---|---|---|
| Operating | $502,711,763.91 | $2,086,032.07 | $504,797,795.98 |
| Equipment | $30,003,483.00 | $0.00 | $30,003,483.00 |
| Plant | $104,836,106.00 | $0.00 | $104,836,106.00 |
| Fee | $35,852,996.89 | $47,526.00 * | $35,900,522.89 |
| Total | $673,404,349.80 | $2,133,558.07 | $675,537,907.87 |

* The award fee is calculated as follows:

| | |
|---|---|
| 1st Semester Award Fee (Oct 91 Mar 92) | $950,526 |
| August provisional award fee ($950,526 X 5%) | $ 47,526 |

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 6, to this Modification.

| | | FY 1992 B/A | PRIOR FUNDING | MOD 209 |
|---|---|---|---|---|
| OPERATING | | | | |
| ENERGY CONSERVATION | | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | | |
| Allotment: SF-25-91 | | | | |
| EF-78-02-01-00-0 | | 75,000.00 | 0.00 | 75,000.00 |
| TOTAL ENERGY CONSERVATION | | 75,000.00 | 0.00 | 75,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | |
| Allotment: SF-24-91 | | | | |
| AF-65-10-70-0 | | (709,457.00) | (709,457.00) | 0.00 |
| AF-65-10-90-0 | | 75,000.00 | 75,000.00 | 0.00 |
| AF-80-10-00-0 | Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 12,834,000.00 | 11,979,860.00 | 850,000.00 |
| Subtotal AF | | 12,199,543.00 | 11,345,403.00 | 850,000.00 |
| EX-10-10-03-0 | (SAN4007AA) | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | (SAN5000AB) | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 | (SAN4009AA) | 1,430,000.00 | 510,000.00 | 920,000.00 |
| EX-20-10-20-2 | (SAN4009AB) | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 | (See Pg. 1 of Attachment) | 675,000.00 | 675,000.00 | 0.00 |
| EX-20-10-40-1 | (See Pg. 1 of Attachment) | 808,000.00 | 808,000.00 | 0.00 |
| EX-20-10-40-2 | (See Pg. 1 of Attachment) | 2,484,000.00 | 2,484,000.00 | 0.00 |
| EX-30-10-05-0 | (SAN4008AA) | (22,812.16) | (22,812.16) | 0.00 |
| EX-30-30-05-0 | (See Pg. 2 of Attachment) | 803,812.16 | 803,812.16 | 0.00 |
| Subtotal EX | | 10,694,000.00 | 9,774,000.00 | 920,000.00 |
| WB-00-00-00-0 | | 160,000.00 | 160,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | | 23,053,543.00 | 21,279,403.00 | 1,770,000.00 |

OPERATING

| | FY 1992 B/A | PRIOR FUNDING | MOD 209 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WA-50-02-01-0 | 80,000.00 | 80,000.00 | 0.00 |
| WN-01-19-07-0 | 6,650,000.00 | 3,500,000.00 | 0.00 |
| WN-02-19-04-2 | 500,000.00 | 217,026.00 | 0.00 |
| WN-02-19-06-0 | 23,000.00 | 23,000.00 | 0.00 |
| WN-02-19-07-0 | 396,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 7,649,000.00 | 3,820,026.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-01-00-0 | (2,474.00) | (2,474.95) | 0.00 |
| NP-02-01-00-0 | (824.00) | (823.99) | 0.00 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 316,702.00 | 316,701.06 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-40-2 (SAN5007WA) | 200,000.00 | 200,000.00 | 0.00 |
| EW-30-10-55-2 (SAET30351H) | 265,000.00 | 265,000.00 | 0.00 |
| EW-40-10-50-0 (SF001201) | 10,000.00 | 15,000.00 | (5,000.00) |
| EW-40-10-40-0 (SF321106) | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-40-10-0 (SF4500) | (349,261.41) | (349,261.41) | 0.00 |
| EW-40-50-00-0 (SF325001) | 40,250.00 | 35,250.00 | 5,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 315,988.59 | 315,988.59 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 2,333,300.00 | 2,333,300.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 2,428,300.00 | 2,428,300.00 | 0.00 |

| | FY 1992 B/A | PRIOR FUNDING | MOD 209 |
|---|---|---|---|
| OPERATING | | | |
| TOTAL OPERATING | 33,838,533.59 | 28,160,418.65 | 1,845,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | (594,858.00) | (594,858.00) | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | (244,858.00) | (244,858.00) | 0.00 |
| TOTAL EQUIPMENT | (244,858.00) | (244,858.00) | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,000,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,000,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 1,000,000.00 | 1,000,000.00 | 0.00 |

REIMBURSABLE WORK

| | FY 1992 B/A | PRIOR FUNDING | MOD 209 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | (5,383.46) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | (5,383.46) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 249,031.00 | 132,751.93 | 116,279.07 |
| 40-10-01-02-0 | 239,392.98 | 239,392.98 | 0.00 |
| 40-10-01-06-0 | 110,000.00 | 110,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 598,423.98 | 482,144.91 | 116,279.07 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 1,600,000.00 | 172,279.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 1,600,000.00 | 172,279.00 |
| TOTAL REIMBURSABLE WORK | 2,198,423.98 | 2,076,761.45 | 288,558.07 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 36,792,099.57 | 30,992,322.10 | 2,133,558.07 |

CONFORMED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A210 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

[redacted]

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) October 1, 1966

## 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)

See Attachment 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) Clause 7, Obligation of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment A

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) [redacted] |
|---|---|---|
| | | ROGER C. SIMPSON<br>CONTRACTING OFFICER |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Roger C. Simpson<br>(Signature of Contracting Officer) |
| | | 16C. DATE SIGNED<br>Sep 30, 1992 |

CONFORMED

NSN 7540-01-152-8070 30-105 STANDARD FORM 30 (REV. 10-83)

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $676,950,766.82."

| | |
|---|---|
| $675,537,907.87 | Amount obligated through Modification A209 |
| $1,412,858.95 | Amount obligated by Modification A210 |
| $676,950,766.82 | Amount obligated through Modification A210 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A209 | Obl in A210 | Total to Date |
|---|---|---|---|
| Operating | $504,797,795.98 | $1,365,358.73 | $506,163,154.71 |
| Equipment | $30,003,483.00 | ($25.78) | $30,003,457.22 |
| Plant | $104,836,106.00 | $0.00 | $104,836,106.00 |
| Fee | $35,900,522.89 | $47,526.00 * | $35,948,048.89 |
| Total | $675,537,907.87 | $1,412,858.95 | $676,950,766.82 |

* The award fee is calculated as follows:

| | |
|---|---|
| 1st Semester Award Fee (Oct 91 - Mar 92) | $950,526 |
| September provisional award fee ($950,526 x 5%) | $47,526 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 8, to this Modification.

| OPERATING | | FY 1992 B/A | PRIOR FUNDING | MOD 210 |
|---|---|---|---|---|
| ENERGY CONSERVATION | | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | | |
| Allotment: SF-25-91 | | | | |
| EC-26-03-00-00-0 | | 3,000.00 | 0.00 | 3,000.00 |
| EF-78-02-01-00-0 | | 75,000.00 | 75,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | | 78,000.00 | 75,000.00 | 3,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | |
| Allotment: SF-24-91 | | | | |
| AF-65-10-70-0 | | 133,744.00 | (709,457.00) | 843,201.00 |
| AF-65-10-90-0 | | 75,000.00 | 0.00 | 75,000.00 |
| AF-80-10-00-0 | Deobligate $4,140 to cover USGS costs for seismic work at ETEC. | 12,834,000.00 | 12,829,860.00 | 0.00 |
| Subtotal AF | | 13,042,744.00 | 12,120,403.00 | 918,201.00 |
| EX-10-10-03-0 | (SAN4007AA) | 25,000.00 | 25,000.00 | 0.00 |
| EX-20-10-10-2 | (SAN5000AB) | 4,091,000.00 | 4,091,000.00 | 0.00 |
| EX-20-10-20-1 | (SAN4009AA) | 510,000.00 | 1,430,000.00 | (920,000.00) |
| EX-20-10-20-2 | (SAN4009AB) | 400,000.00 | 400,000.00 | 0.00 |
| EX-20-10-30-1 | (See Pg. 1 of Attachment) | 1,795,000.00 | 675,000.00 | 1,120,000.00 |
| EX-20-10-40-1 | (See Pg. 1 of Attachment) | 808,000.00 | 808,000.00 | 0.00 |
| EX-20-10-40-2 | (See Pg. 1 of Attachment) | 2,484,000.00 | 2,484,000.00 | 0.00 |
| EX-30-10-05-0 | (SAN4008AA) | (22,812.16) | (22,812.16) | 0.00 |
| EX-30-30-05-0 | (See Pg. 2 of Attachment) | 953,812.16 | 803,812.16 | 150,000.00 |
| Subtotal EX | | 11,044,000.00 | 10,694,000.00 | 350,000.00 |
| WB-00-00-00-0 | | 160,000.00 | 160,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | | 24,246,744.00 | 22,974,403.00 | 1,268,201.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 210 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-28-91 | | | |
| WA-50-02-01-0 | 90,000.00 | 80,000.00 | 10,000.00 |
| WN-01-19-07-0 | 6,650,000.00 | 3,500,000.00 | 0.00 |
| WN-02-19-04-2 | 500,000.00 | 217,026.00 | 0.00 |
| WN-02-19-06-0 | 23,000.00 | 23,000.00 | 0.00 |
| WN-02-19-07-0 | 396,000.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 7,659,000.00 | 3,820,026.00 | 10,000.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| NP-01-01-00-0 | (2,474.00) | (2,474.95) | 0.00 |
| NP-02-01-00-0 | (824.00) | (823.99) | 0.00 |
| 82-01-01-00-0 | 320,000.00 | 320,000.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 316,702.00 | 316,701.06 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-22-91 | | | |
| EW-20-10-40-2 (SAN5007WA) | 200,000.00 | 200,000.00 | 0.00 |
| EW-30-10-55-2 (SAET30351H) | 265,000.00 | 265,000.00 | 0.00 |
| EW-40-10-50-0 (SF001201) | 10,000.00 | 10,000.00 | 0.00 |
| EW-40-10-40-0 (SF321106) | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-40-10-0 (SF4500) | (349,261.41) | (349,261.41) | 0.00 |
| EW-40-50-00-0 (SF325001) | 40,250.00 | 40,250.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 315,988.59 | 315,988.59 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-25-91 | | | |
| AF-20-60-20-0 | 95,000.00 | 95,000.00 | 0.00 |
| AF-80-10-00-0 | 2,333,300.00 | 2,333,300.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 2,428,300.00 | 2,428,300.00 | 0.00 |

| OPERATING | FY 1992 B/A | PRIOR FUNDING | MOD 210 |
|---|---|---|---|
| TOTAL OPERATING | 35,044,734.59 | 29,930,418.65 | 1,281,201.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | (594,858.00) | (594,858.00) | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 350,000.00 | 350,000.00 | 0.00 |
| 35-EX-20-10-00-0(EQU99ZZ) 16ET | 0.00 | 0.00 | (25.78) |
| TOTAL ENERGY SUPPLY R&D - P&E | (244,858.00) | (244,858.00) | (25.78) |
| TOTAL EQUIPMENT | (244,858.00) | (244,858.00) | (25.78) |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-24-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 1,000,000.00 | 1,000,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 1,000,000.00 | 1,000,000.00 | 0.00 |
| NEW PRODUCTION REACTOR | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-21-91 | | | |
| 39-NP-01-00-0(88D154)HEAVY WATER REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTOR | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 1,000,000.00 | 1,000,000.00 | 0.00 |

| REIMBURSABLE WORK | FY 1992 B/A | PRIOR FUNDING | MOD 210 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | (5,383.46) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | (5,383.46) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 249,031.00 | 249,031.00 | (2,824.27) |
| 40-10-01-02-0 | 275,392.98 | 239,392.98 | 36,000.00 |
| 40-10-01-06-0 | 110,000.00 | 110,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 634,423.98 | 598,423.98 | 33,175.73 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-00-00-0 | 1,600,000.00 | 1,091,606.45 | 98,508.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,600,000.00 | 1,091,606.45 | 98,508.00 |
| TOTAL REIMBURSABLE WORK | 2,234,423.98 | 1,684,646.97 | 131,683.73 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 38,034,300.57 | 32,370,207.62 | 1,412,858.95 |

ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)

FY 1992

| B & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU AUGUST | MOD 210 | CUMULATIVE THRU SEPTEMBER |
|---|---|---|---|---|---|---|
| CORRECTIVE ACTIVITIES PROGRAM | | | | | | |
| EX1010030 | | SAN4007AA | CORRECTIVE ACTIONS PERMITTED FAC | 25,000 | 0 | 25,000 |
| TOTAL, CORRECTIVE ACTIVITIES PROGRAM | | | | 25,000 | 0 | 25,000 |
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| NON-DEFENSE NON-D&D | | | | | | |
| EX2010102 | | SAN5000AB | SODIUM DISPOSAL FACILITY CLEANUP. | 4,091,000 | 0 | 4,091,000 |
| EX2010201 | | SAN4009AA | SSFL GROUNDWATER ASSESSMENTS | 1,430,000 | (920,000) | 510,000 |
| EX2010202 | | SAN4009AB | SSFL GROUNDWATER CLEANUP | 400,000 | 0 | 400,000 |
| EX2010301 | | SAN4013AA | ENVIONMENTAL MONITORING | 275,000 | 920,000 | 1,195,000 |
| EX2010301 | | SAN4014AA | ENIVR. MGM'T& PLANNING | 400,000 | 200,000 | 600,000 |
| Subtotal, EX2010301 | | | | 675,000 | 1,120,000 | 1,795,000 |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE NON-D&D | | | | 6,596,000 | 200,000 | 6,796,000 |
| NON-DEFENSE D&D | | | | | | |
| EX2010401 | | SAN5002AA | BLDG.023 SURVEILLANCE & MAINT | 10,000 | 0 | 10,000 |
| EX2010401 | | SAN5002AB | BLDG.023 ASSESSMENT | 30,000 | 0 | 30,000 |
| EX2010401 | | SAN4004AA | BLDG. 024 SURVEILLANCE & MAINTENANCE | 15,000 | 0 | 15,000 |
| EX2010401 | | SAN4005AA | RMDF SURVEILLANCE & MAINTENANCE | 226,000 | 0 | 226,000 |
| EX2010401 | | SAN4006AA | SSFL WORK AREA SURVEILLANCE & MAINT. | 15,000 | 0 | 15,000 |
| EX2010401 | | SAN5001AA | BLDG. 005 ASSESSMENT | 52,000 | 0 | 52,000 |
| EX2010401 | | SAN5001AC | BLDG. 005 SURVEILLANCE & MAINTENANCE | 20,000 | 0 | 20,000 |
| EX2010401 | | SANQ5007AA | D&D OF MOLTEN SALT | 440,000 | 0 | 440,000 |
| Subtotal, EX2010401 | | | | 808,000 | 0 | 808,000 |
| EX2010402 | | SAN4003AA | BLDG. 059 D & D | 2,184,000 | 0 | 2,184,000 |
| EX2010402 | | SAN5001AB | BLDF. 005 D & D | 300,000 | 0 | 300,000 |
| Subtotal, EX2010402 | | | | 2,484,000 | 0 | 2,484,000 |
| 35EX20100 | EQU99ZZ | 16ET | SFMP EQUIPMENT | 0 | (25.78) | (25.78) |
| Subtotal, ENVIRONMENTAL RESTORATION NON-DEFENSE D&D | | | | 3,292,000 | (25.78) | 3,291,974.22 |
| EW2010402 | | SAN5007WA | MOLTEN SALT OXIDATION TECHNOLOGY | 200,000 | 0 | 200,000 |
| Subtotal, DEFENSE ENVIRONMENTAL RESTORATION | | | | 200,000 | 0 | 200,000 |
| TOTAL, ENVIORNMENTAL RESTORATION PROGRAM | | | | 10,088,000 | 199,974 | 10,287,974 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1992



| B & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU AUGUST | MOD 210 | CUMULATIVE THRU SEPTEMBER |
|---|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | | |
| EW3010552 | | SAET30351H | MOLTEN SALT OXIDATION TECHNOLOGY | 265,000 | 0.00 | 265,000.00 |
| Subtotal, DEFENSE | | | | 265,000 | 0.00 | 265,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | | |
| EX3010050 | | SAN4008AA | DISPOSAL OF COLD TRAPS | (22,812) | 0.00 | (22,812.16) |
| EX3030050 | | SAN4008AA | DISPOSAL OF COLD TRAPS | 378,812 | 150,000.00 | 528,812.16 |
| EX3030050 | | SAN4010AA | DISPOSAL OF ALKALI METAL | 325,000 | 0.00 | 325,000.00 |
| EX3030050 | | SAN4011AA | DISPOSAL OF SURPLUS SODIUM | 100,000 | 0.00 | 100,000.00 |
| Subtotal, NON-DEFENSE | | | | 803,812 | 150,000.00 | 953,812.16 |
| TOTAL, WASTE MANAGEMENT PROGRAM | | | | 1,068,812 | 150,000.00 | 1,218,812.16 |
| TECHNOLOGY DEVELOPMENT PROGRAM - DEFENSE | | | | | | |
| EW401050 | | SF001201 | MOLTEN SALT PRCSSNG OF MIXED AND HAZARDOUS WASTES TSR | 10,000 | 0.00 | 10,000.00 |
| EW401040 | | SF321106 | STATISTICAL SUPPORT | 150,000 | 0.00 | 150,000.00 |
| EW404010 | | SF4500 | CONSORTUIM OF TECH COMMUNITY COLLEGES | (349,261.41) | 0.00 | (349,261.41) |
| EW4050000 | | SF325001 | TPM DETAILEE | 40,250 | 0.00 | 40,250.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT PROGRAM | | | | (149,011) | 0.00 | (149,011.41) |
| TOTAL ETEC EWRM | | | | 11,032,800.75 | 349,974.22 | 11,382,774.97 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGE |
|---|---|
| | 1 \| 35 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M211 | See Block 16C | No PR | |

6. ISSUED BY — CODE

U. S. Department of Energy
San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) — CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE — FACILITY CODE

| (V) | 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
|---|---|---|
| | | |

| (V) | 10A. MODIFICATION OF CONTRACT/ORDER NO. | 10B. DATED (SEE ITEM 13) |
|---|---|---|
| X | DE-AC03-76SF00700 | October 1, 1966 |

## 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)

N/A

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

| | |
|---|---|
| (V) | 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: P. L. 101-189, Sections 3131, 3132, 3133, and 3157 and Mutual Agreement of the Parties |
| | D. OTHER (Specify type of modification and authority) |

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.)

Modification M210 begins on Page 2 below.

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) |
|---|---|
| A. J. Burds, Jr., Manager<br>Contracts & Proposals, Advanced Programs | M.R. Clark<br>Contracting Officer<br>EXECUTED |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| A. J. Burds Jr.<br>(Signature of person authorized to sign) | 10/8/92 | BY M R Clark<br>(Signature of Contracting Officer) | OCT 13 1992 |

1. Page 12, Clause 2, Statement of Work, paragraph (8), is deleted in its entirety.

2. Page 24, Clause 8, Payments and Advances, paragraph 8.(i), first line, after "All revenues" add ", other than royalties or other income received from technology transfer activities consistent with Clause No. 102, Technology Transfer Mission - Laboratory Facility, and".

3. Page 79, Clause 70, Allowable Costs and Fee (Management and Operating Contracts), paragraph (d)(7) last line, after "contract" add ", and defense of intellectual property infringement litigation". At the end of the clause add "For those inventions in which the Contractor receives title, the Contractor may, at its option, prepare and prosecute patent applications as an allowable cost or at private expense in accordance with Clause No. 102, Technology Transfer Mission - Laboratory Facility.".

4. Page 84, also Clause 70, paragraph (16), line 6, delete "or defense"; line 7, after "litigation" add "(except with the prior written authorization of the Contracting Officer)".

5. Page 101, Clause No. 89, Rights in Technical Data - Facility, is deleted in its entirety and replaced with Clause No. 89, Rights in Data - Technology Transfer Activities, which follows in full text below.

6. Page 116, Clause No. 93, Patent Rights, at paragraph (c)(1) is revised to read as follows: "The Contractor may reserve upon request a revocable, non-exclusive paid-up license in any patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. The license shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the Contractor's business to which the invention pertains."

7. Clause No. 102, Technology Transfer Mission - Laboratory Facility, is added as set forth in full text below. In this Clause, page 21, paragraph (c)(2), line 3, change "clause " to read "clauses"; and at line 4, after ;'"Litigation and Claims"' add 'and "Allowable Costs and Fee"'.

**Clause 89, Rights in Data - Technology Transfer Activities**

(a) Definitions.

(1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

(2) "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(3) "Limited rights data," as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

(4) "Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

(5) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(6) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(7) "Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g) in this clause.

(8) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, including minor modifications of such computer software, as set forth in a Restricted Rights Notice of paragraph (h) in this clause.

(b) Allocation of rights.

(1) The Government shall have:

(i) Ownership of all technical data and computer software first produced in the performance of this Contract:

(ii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times (for which inspection the proper facilities shall be afforded DOE by the Contractor and its subcontractors);

(iii) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this Contract, provided that nothing contained in this paragraph shall require the Contractor to actually deliver any technical data or computer software, the delivery of which is excused by this Rights in Data clause;

(iv) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, and except for technical data and computer software pertaining to items of standard commercial design, and further, subject to the withholding provisions for protected CRADA information in accordance with Technology Transfer actions under this Contract; the Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for

access or to deliver to the Government such data upon request by the Contracting Officer; provided, that if such data are limited rights data or restricted computer software the rights of the Government in such data shall be governed solely by the provisions of paragraph (g) hereof ("Rights in Limited Rights Data") or paragraph (h) hereof ("Rights in Restricted Computer Software"); and

(v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor falls to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold its limited rights data and restricted computer software in accordance with the provisions of this clause;

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data: and

(iii) The right to assert copyright subsisting in scientific and technical articles as provided in paragraph (d) of this clause and the right to request permission to assert copyright in works subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.

The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE Contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(c) Copyright (General).

(1) The Contractor agrees not to mark, register or otherwise assert a copyright in any data in a published or unpublished work, other than as set forth in paragraphs (d) and (e) below.

(2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with either paragraph (d) or (e) hereof, the Contractor agrees not to include in the data delivered under this Contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d) below. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the Contracting Officer to include such material in the data prior to its delivery.

(d) Copyrighted works (scientific and technical articles).

The Contractor shall have the right to assert, without prior approval of the Contracting Officer, copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this Contract, and published in academic, technical or professional journals, symposia proceedings or similar works. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(e) Copyrighted works (other than scientific and technical articles).

(1) The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this Contract, where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:

(i) Contractor Request to Assert Copyright.

(A) For data other than scientific and technical articles, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. Each request by the Contractor to be complete must include: (1) the identity of the data (including any computer program) for which the Contractor requests

permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes, (2) the program under which it was funded, (3) whether the data is subject to an international treaty or agreement, (4) whether the data is subject to export control, (5) a statement that the Contractor plans to commercialize the data within five (5) years of obtaining permission to assert copyright, and (6) for data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization. For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained.

(B) Permission for the Contractor to assert copyright in excepted categories of data as determined by DOE is expressly withheld. Such excepted categories include data whose release (1) would be detrimental to national security, i.e., involve classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control for nonproliferation and other nuclear-related national security purposes, (2) would not enhance the appropriate transfer or dissemination and commercialization of such data, (3) would have a negative impact on U.S. industrial competitiveness, (4) would prevent DOE from meeting its obligations under treaties and international agreements, or (5) would be detrimental to one or more of DOE's programs.

Additional excepted categories may be added by the Assistant General Counsel for Intellectual Property. Where data are determined to be under an export control restriction, the Contractor may still obtain permission to assert copyright in such restricted data for purposes of limited commercialization within the constraints provided by the export control statutes and regulations subject to the provisions of this clause. However, notwithstanding any other provision of this Contract, all data developed with Naval Reactors' funding and those data that are classified fall within the above excepted categories and permission to assert copyright will not be granted by DOE for those data. Additionally, the rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified under this contract as well as those additional treaties and international agreements which DOE may from time to time identify by unilateral amendment to the Contract; such amendment listing added treaties and international agreements is effective only for data which is developed after the date such treaty or international agreement is added to this Contract. Also, the Contractor will not be permitted to assert copyright in data in the form of various technical reports generated by the Contractor under the Contract without first obtaining the advanced written permission of the Contracting Officer.

(ii) DOE Review and Response to Contractor's Request .

The Patent Counsel shall use its best efforts to respond in writing within 90 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert

copyright or advise the Contractor that DOE needs additional time to respond and the reasons therefor.

(iii) Permission for Contractor to Assert Copyright.

(A) For computer software, the Contractor shall furnish to the contractor designated by DOE to serve as the DOE centralized software distribution and control point, at the time permission to assert copyright is given under (ii) above: (1) an abstract describing the software suitable for publication, (2) the source code for each software program, and (3) the object code and at least the minimum support documentation needed by a technically competent user to understand and use the software. The Patent Counsel, for good cause shown by the Contractor, may allow the minimum support documentation to be delivered within 60 days after permission to assert copyright is given or at such time the minimum support documentation becomes available. The Contractor acknowledges that the above-identified DOE-designated contractor may provide a technical description of the software in an announcement identifying its availability from the copyright holder.

(B) Unless otherwise directed by the Contracting Officer, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (ii) above, the Contractor shall within sixty (60) days of obtaining such permission furnish to DOE's Office of Scientific and Technical Information (OSTI) a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to

the public identifying its availability from the copyright holder.

(C) For a period of five (5) years beginning on the date the Contractor is given permission to assert copyright in data, the Contractor grants to the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

(D) After the five (5) year period set forth in (C) above, or if, prior to the end of such period, the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright, the Contractor grants to the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.

(E) Whenever the Contractor obtains permission to assert copyright in data, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (C) and (D) above. Such action shall be taken when the data are delivered to the Government, published, licensed, or deposited for registration as a published work in the U.S. Copyright Office. The acknowledgment of Government sponsorship and license rights shall be as follows:

NOTICE: The Government is granted for itself and others acting on its behalf a paid-up, non-exclusive, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly. Beginning five (5) years after (date permission to assert copyright was obtained) the Government is granted for itself and others acting on its behalf a paid-up, non-exclusive, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. NEITHER THE UNITED STATES NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

(F) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the 5-year period set forth in subparagraph (e)(1)(i)(A) above, to request the Contractor to grant a non-exclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in subparagraph (e)(1)(i)(A) above. Before licensing under this paragraph (F), DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor

shall be allowed thirty (30) days (or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65 - "Appeals."

(G) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee and which exceeds DOE Program needs, except as expressly provided in writing by the Contracting Officer. The Contractor may use its net royalty income to effect such maintenance costs.

(I) At any time the Contractor abandons commercialization activities for data for which the Contractor has received permission to assert copyright in accordance with this clause, it shall advise OSTI and Patent Counsel and upon request assign the copyright to the Government so that the Government can distribute the data to the public.

(f) Subcontracting.

(1) The Contractor agrees to use a Rights in Data clause as directed by the Contracting Officer in subcontracts having as a purpose the conduct of research, development, and demonstration work and in subcontracts for supplies.

(2) It is the responsibility of the Contractor to obtain from its subcontractors data and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a

subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(i) Promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Not proceed with the subcontract without the written authorization of the Contracting Officer.

(g) Rights in Limited Rights Data.

Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive paid-up license and right to use by or for the Government, any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice":

LIMITED RIGHTS NOTICE

These data contain "limited rights data", furnished under Contract No. with the United States Department of Energy (and Purchase Order/Subcontract No. _____ if applicable) which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior

permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(b) This "limited rights data" may be disclosed to other Contractors participating in the Government's program of which this Contract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

(c) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed.

This Notice shall be marked on any reproduction of this data in whole or in part.

(END OF NOTICE)

(h) Rights in Restricted Computer Software.

(1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive paid-up license and right to use by or for the Government, any restricted computer software of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the

"Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice":

RESTRICTED RIGHTS NOTICE--LONG FORM

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract __ if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

(1) Used, or copied for use, in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced:

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in FAR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of computer software, in whole or in part.

(END OF NOTICE)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE--SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of Contract No. (subcontract No. if appropriate) with (name of Contractor or subcontractor).

(END OF NOTICE)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr) in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted rights computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government

without disclosure prohibitions, with unlimited rights, unless the Contractor includes the following statement with such copyright notice: "Unpublished -- rights reserved under the Copyright Laws of the United States."

**Clause 102, Technology Transfer Mission- Laboratory Facility**

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (Sections 3131, 3132, 3133, and 3157 of P.L. 101-189).

(a) Definitions

(1) Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.

(2) Intellectual Property means trademarks protected by state law and patents, trademarks, copyrights, mask works, and other forms of comparable property rights protected by Federal Law and their foreign counterparts.

(3) Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the contractor as operator of the Laboratory and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, and other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Title 31 of the United States Code.

(4) Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the following:

(i) Purpose;

(ii) Scope of Work which delineates the rights and responsibilities of the Government, the Contractor and Third Parties, one of which must be a non-Federal party;

(iii) Schedule for the work; and

(iv) Cost and resource contributions of the parties associated with the work and the schedule.

(b) Authority

(1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 11(a)(l) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980 as amended (15 U.S.C. 3710a); Section 3132(b) of P.L. 101-189 and of Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.); Section 152 of the Atomic Energy Act of 1954 as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); and Executive Order 12591 of April 10, 1987.

(2) The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

(3) In pursuing the technology transfer mission, the Contractor is empowered to conduct activities including but not limited to: identifying and protecting Intellectual Property; negotiating licensing agreements and assignments for Intellectual Property that the Contractor controls or owns; entering into CRADAs;

providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Work for Others (WFO); providing information exchanges; and making available Laboratory user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, user facilities, WFO, science education activities, consulting, personnel exchanges, and licensing in accordance with this clause.

(c) Allowable Costs (Applies to Contractors performing technology transfer activities under this clause and from which all income is returned to the Laboratory for use under the Contract.)

(1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980 as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the ORTA and activities associated with obtaining, maintaining, licensing, and assigning Intellectual Property rights, increasing the potential for the transfer of technology, and the widespread notice of technology transfer opportunities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this Contract. These costs in any fiscal year shall not exceed an amount equal to 0.5 percent of the Federal research and development budget (operating including Work For Others) of the Laboratory for that fiscal year, without written approval of the Contracting Officer, in addition to any separately designated funds.

(2) The Contractor's participation in litigation to enforce or defend Intellectual Property claims associated with its technology transfer efforts shall be as provided in the clause entitled "Litigation and Claims" of this Contract.

(d) Conflicts of Interest - Technology Transfer

The Contractor shall develop implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities. Such implementing procedures shall be provided to the Contracting Officer for review and approval within sixty (60) days after execution of this clause. The Contracting Officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:

(1) Inform employees of and require conformance with standards of conduct and integrity, in connection with the CRADA activity in accordance with the provisions of paragraph (n)(5) of this clause;

(2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;

(3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;

(4) Conduct activities relating to commercial utilization of Contractor-developed Intellectual Property so as to avoid interference with or adverse effects on user facility or WFO activities of the Contractor;

(5) Conduct DOE funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;

(6) Notify the Contracting Officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves

Intellectual Property in which the Contractor has obtained or intends to request or elect title;

(7) Except as provided elsewhere in this Contract, obtain the approval of the Contracting Officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;

(8) Obtain the approval of the Contracting Officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any person who currently is, or within the preceding two years has been, a Contractor/Laboratory employee and/or consultant or to a company in which said person is a principal.

(9) Notify non-Federal sponsors of WFO activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of WFOs or user agreements.

(e) Fairness of Opportunity

In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.

(f) U.S. Industrial Competitiveness

(1) In the interest of enhancing U.S. Industrial Competitiveness, the Contractor shall, in its licensing and assignments of Intellectual Property, give preference in such a manner as to enhance the accrual of economic and technological benefits to the U.S. domestic

economy. The Contractor shall consider the following factors in all of its licensing and assignment decisions:

(i) whether any resulting design and development will be performed in the United States and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the United States; or

(ii) (a) whether the proposed licensee or assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement; and further,

(b) whether in licensing any entity subject to the control of a foreign company or government, such foreign government permits United States agencies, organizations or other persons to enter into cooperative research and development agreements and licensing agreements, and has policies to protect United States intellectual property rights.

If the Contractor determines that neither of the above two sets of conditions is likely to be fulfilled, the Contractor, prior to entering into such an agreement, must obtain the approval of the Contracting Officer. The Contracting Officer shall act on any such requests for approval within thirty (30) days.

(2) The Contractor agrees to be bound by the provisions of 35 U.S.C. 204.

(g) Indemnity - Product Liability

In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAs, the Contractor agrees to include in such

agreements a requirement that the Contractor and the U.S. Government be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from the commercialization and utilization of such technologies, including, but not limited to, the making, using, selling or exporting of products, processes, or services derived from the transferred technology.

(h) Disposition of Income (Applies to Contractors conducting technology transfer activities under this clause and from which all income is returned to the Laboratory for use under the Contract.)

(1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of The Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.) as amended through **[insert the date of this modification].** If the amounts of such royalties and income received during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year, 75 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be "Subject Inventions" under the Contract.

(2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year,

provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for an illegal augmentation of funds furnished by the U.S. Government.

(3) The Contractor shall establish a policy for making awards or sharing of royalties with Contractor employees, other coinventors and coauthors, including Federal employee coinventors when deemed appropriate by the Contracting Officer.

(i) Transfer to Successor Contractor

In the event of termination or expiration of this Contract, any unexpended balance of income received for use at the Laboratory shall be transferred, at the Contracting Officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the Contracting Officer. The Contractor shall transfer title, as one package, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the Contracting Officer.

(j) Technology Transfer Affecting the National Security

(1) The Contractor shall notify and obtain the approval of the Contracting Officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168). Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapons production complex. DOE shall use its

best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.

(2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and assignments, notice to such third parties that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

(3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.

(k) Records

The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h), herein and shall provide reports to the Contracting Officer to enable DOE to maintain the recording requirements of Section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980 as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data clause and paragraph (n) herein. Such records shall be

made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.

(l) Reports to Congress

To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan shall be provided to the Contracting Officer on or before October 1st of each year.

(m) Oversight and Appraisal

The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the Contracting Officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.

(n) TECHNOLOGY TRANSFER THROUGH COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS

Upon approval of the Contracting Officer and as provided in a DOE approved Joint Work Statement (JWS), the Laboratory Director or his designee may enter into CRADAs on behalf of the DOE subject to the requirements set forth herein.

(1) Review and Approval of CRADAs

(i) Each JWS shall be submitted to the Contracting Officer for approval. The Contractor's Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related Intellectual Property rights known by the contractor to be owned by the Government to assist the Contracting Officer in his approval determination.

(ii) The Contractor shall also include (specific to the proposed CRADA), a statement of compliance with the Fairness of Opportunity requirements of paragraph (e) above.

(iii) Within ninety (90) days after submission of a JWS, the Contracting Officer shall approve, disapprove or request modification to the JWS. If a modification is required, the Contracting Officer shall approve or disapprove any resubmission of the JWS within thirty (30) days of its resubmission, or ninety (90) days from the date of the original submission, whichever is later. The Contracting Officer shall provide an explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS.

(iv) Upon approval of a JWS, the Contractor's Laboratory Director or designee may submit a CRADA, based upon the approved JWS, to the Contracting Officer. The Contracting Officer, within thirty (30) days of receipt of the CRADA, shall approve or request modification of the CRADA. If the Contracting Officer requests a modification of the CRADA, an explanation of such request shall be provided to the Laboratory Director or designee.

(v) The Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA has been granted by the Contracting Officer. The Contractor may submit its proposed CRADA to the Contracting Officer at the time of submitting its proposed JWS or any time thereafter. However, the Contracting Officer is not obligated to respond under subparagraph (iv) above until within thirty (30) days after approval of the JWS or thirty (30) days after submittal of the CRADA, whichever is later.

(2) Selection of Participants

The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:

(i) Give special consideration to small business firms, and consortia involving small business firms;

(ii) Grant U. S. preference in accordance with the licensing and assignment requirements of paragraph (f) above;

(iii) Provide Fairness of Opportunity in accordance with the requirements of paragraph (e) above; and

(iv) Give consideration to the Conflicts of Interest requirements of paragraph (d) above.

(3) Withholding of Data

(i) The Contractor may provide for appropriate protection against dissemination of data produced as a result of research and development activities conducted under a CRADA, for a period of up to five (5) years from the time the data is first produced. Such data must be data that would be a trade secret or commercial or financial data that would be

privileged or confidential, if such data had been obtained from a non-Federal Third Party. Since such data is exempt from disclosure under the Freedom of Information Act, the DOE shall cooperate with the Contractor in withholding such data.

(ii) Unless otherwise expressly approved by the Contracting Officer in advance for a specific CRADA, the Contractor agrees, at the request of the Contracting Officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to subparagraph (3)(i) above is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.

(iii) In addition to its authority to license Intellectual Property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this Contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (3)(i) above.

(4) Work For Others and User Facility Programs

(i) WFO and User Facility Agreements (UFAs) are not CRADAs and will be available for use by the Contractor in addition to CRADAs for achieving utilization of employee expertise and unique facilities for maximizing technology transfer. The Contractor agrees to inform prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of WFO and UFA

opportunities, including Class Waiver provisions associated therewith.

(ii) Where the Contractor believes that the transfer of technology to the U. S. domestic economy will benefit from or other equity considerations dictate an arrangement other than the Class Waiver of patent rights to the sponsor in WFO and UFAs, a request may be made to the Contracting Officer for an exception to the Class Waivers.

(5) Conflicts of Interest

(i) Except as provided in subparagraph (5)(iii) below, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA, if, to such employee's knowledge:

(a) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee--

(1) holds financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA;

(2) receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA; or

(b) A financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA, is held by any person

or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.

(ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA certify through the Contractor to the Contracting Officer that the circumstances described in paragraph (i) above do not apply to that employee.

(iii) The requirements of paragraphs (5)(i) and (5)(ii) above shall not apply in a case where the Contracting Officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (5)(i), and the Contracting Officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving the CRADA.

(o) TECHNOLOGY TRANSFER IN OTHER COST SHARING AGREEMENTS

In conducting research and development activities in cost shared agreements not covered by paragraph (n) above, the Contractor, with written permission of the Contracting Officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) herein.

## Clause 103, Technology Transfer Program, including Licensing of Waived/Released Intellectual Property

(a) Licenses to Parent Corporation

Where the Contractor has determined that its Parent Corporation, or any business entities thereof, is a promising potential licensee of elected/waived subject invention(s) or released copyright(s) arising under this contract, the Contractor shall set forth in writing the basis for its determination and submit the proposed license agreement to the Contracting Officer for approval of the proposed license terms and conditions. The Contracting Officer will be responsible for negotiation of an appropriate royalty to be charged the Parent Corporation or any business entity thereof for use of elected/waived subject inventions or released copyright(s) arising under this contract.

(b) Educational Awards Subject to 35 U.S.C. 212

Contractor shall notify the Contracting Officer prior to the placement of any person, subject to 35 U.S.C. 212, in (1) an area of technology related to excepted technologies; (2) an area of technology which is subject to treaties or international agreements which have been submitted by the Contracting Officer to the Contractor, as set forth in the article entitled "Patent Rights (Long Form)"; or (3) work involving agreements other than funding agreements as set forth in 35 U.S.C. 212. The Contracting Officer shall have the right to disapprove such placement.

(c) Licensing Terms

Contractor agrees, with respect to agreements to be used in the licensing-out of any type of intellectual property under the licensing program, that the general terms and conditions to be propounded shall be as embodied in DOE-approved specimen agreements. Contractor agrees to include in all licensing agreements for elected/waived subject inventions or released copyright(s) arising under this contract, provisions that require licensees to assume all liabilities and include all appropriate disclaimers to the maximum extent as

permitted by law. Further, as the Government is not a party to any such license agreements elected/waived subject inventions or released copyright(s) arising under this contract, Contractor agrees to not include in any such license agreement any guarantee or requirement which would obligate the Government to pay any costs or create any liability on behalf of the Government.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A212 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

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

Rocketdyne Division
Rockwell International
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76-SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

See Attachment

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

| | |
|---|---|
| (If) | 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) Clause 7, Obligation of Funds |

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

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

See Attachment A

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) |
|---|---|
| | ROGER C. [illegible] CONTRACTING OFFICER EXECUTED |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | Oct 30, 1992 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $10,045,559.97."

| | |
|---|---|
| $ 676,950,766.82 | Amount obligated through Modification M211 |
| $ 10,045,559.97 | Amount obligated by Modification A212 |
| $ 686,996,326.79 | Amount obligated through Modification A212 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru M211 | Obl in A212 | Total to Date |
|---|---|---|---|
| Operating | $506,163,154.71 | $9,898,033.97 | $516,061,188.68 |
| Equipment | $30,003,457.22 | $100,000.00 | $30,103,457.22 |
| Plant | $104,836,106.00 | $0.00 | $104,836,106.00 |
| Fee | $35,948,048.89 | $47,526.00 * | $35,995,574.89 |
| Total | $676,950,766.82 | $10,045,559.97 | $686,996,326.79 |

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 7, to this Modification.

*For the period beginning Oct. 1, 1992 no rating has yet been determined to have been earned by the contractor for the previous award fee period (April 1, 1992 through September 30, 1992). Therefore, provisional award fee of $47,526 (based on 5% of the 1st Semester Award Fee of $950,526) is included in accordance with Contract Modification M176, Clause 6. A new rating should be established before provisional award fee is payable for December, 1992. The December provisional award fee will include a one-time adjustment to either augment the payment if underpayment has occurred, or credit against the payment if overpayment has occurred.

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 7, to this Modification.

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 212 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 100,000.00 | 0.00 | 60,000.00 |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,800,000.00 | 0.00 | 6,900,000.00 |
| Subtotal AF | 13,900,000.00 | 0.00 | 6,960,000.00 |
| EX-20-10-20-2 | 65,000.00 | 0.00 | 32,500.00 |
| EX-20-10-30-1 | 640,000.00 | 0.00 | 320,000.00 |
| EX-20-10-40-1 | 330,000.00 | 0.00 | 165,000.00 |
| EX-20-10-40-2 | 2,775,000.00 | 0.00 | 1,387,500.00 |
| EX-31-20-09-0 | 571,000.00 | 0.00 | 285,500.00 |
| Subtotal EX | 4,381,000.00 | 0.00 | 2,190,500.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 18,331,000.00 | 0.00 | 9,150,500.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 212 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 8,443,000.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | 0.00 | (45,081.03) |
| TOTAL SUPPORT TO SAN | 0.00 | 0.00 | (45,081.03) |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-2 | 1,520,000.00 | 0.00 | 760,000.00 |
| EW-31-10-01-0 | 200,000.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 1,720,000.00 | 0.00 | 760,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-35-91 | | | |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 212 |
|---|---|---|---|
| TOTAL OPERATING | 28,544,000.00 | 0.00 | 9,865,418.97 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 0.00 | 100,000.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 0.00 | 100,000.00 |
| TOTAL EQUIPMENT | 200,000.00 | 0.00 | 100,000.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 0.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | MOD 212 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 37,791.00 | 0.00 | 37,791.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 37,791.00 | 0.00 | 37,791.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-06-00-0 | 1,262,000.00 | 0.00 | 42,350.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 0.00 | 42,350.00 |
| TOTAL REIMBURSABLE WORK | 1,299,791.00 | 0.00 | 80,141.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 30,258,791.00 | 0.00 | 10,045,559.97 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 199



| B & R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU OCTOBER | MOD 212 | CUMULATIVE THRU OCTOBER |
|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | |
| DEFENSE NON-D&D | | | | | |
| EW2010402 | SF148820 | ETEC D&D | 0 | 760,000 | 760,000 |
| NON-DEFENSE D&D | | | | | |
| EX2010401 | SF148820 | ETEC D&D | 0 | 165,000 | 165,000 |
| EX2010402 | SF148820 | ETEC D&D | 0 | 1,387,500 | 1,387,500 |
| NON-DEFENSE D&D | | | | | |
| EX2010202 | SF148810 | REMEDIAL ACTION | 0 | 32,500 | 32,500 |
| EX2010301 | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 0 | 320,000 | 320,000 |
| L, ENVIRONMENTAL RESTORATION | | | 0 | 2,665,000 | 2,665,000 |
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW311001 | SF4017 | TIGER TEAM RESPONSE | 0 | 0.00 | 0.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX312009 | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 0 | 285,500.00 | 285,500.00 |
| TOTAL, WASTE MANAGEMENT | | | 0 | 285,500 | 285,500.00 |
| TOTAL, ERWM | | | 0 | 2,950,500 | 2,950,500.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 6 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A213 | SEE BLOCK 16C | N/A | |

6. ISSUED BY — CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than item 6) — CODE

CONFORMED

[redacted] EXECUTED

RECEIVED
DEC 14 1992
FM DIVISION

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| CODE | FACILITY CODE |
|---|---|
| | |

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

## 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)

See Attachment A

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Clause 7, Obligation of Funds

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

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

See Attachment A

CONFORMED

[redacted]

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) | |
|---|---|---|---|
| | | Roger C. Simpson<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY (Signature of Contracting Officer) | 16C. DATE SIGNED<br>NOV 25, 1992 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 6 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A213 | SEE BLOCK 16C | N/A | |

6. ISSUED BY CODE

J.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (V) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

## 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)*

See Attachment A

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

| (V) | |
|---|---|
| | 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)* Clause 7, Obligation of Funds |

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

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

See Attachment A

EXECUTED

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)* |
|---|---|
| | Roger C. Simpson<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | Nov 25, 1992 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $13,578,437.00."

| | |
|---|---|
| $ 686,996,326.79 | Amount obligated through Modification A212 |
| $ 13,578,437.00 | Amount obligated by Modification A213 |
| $ 700,574,763.79 | Amount obligated through Modification A213 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A212 | Obl in A213 | Total to Date |
|---|---|---|---|
| Operating | $516,061,188.68 | $13,430,911.00 | $529,492,099.68 |
| Equipment | $30,103,457.22 | $100,000.00 | $30,203,457.22 |
| Plant | $104,836,106.00 | $0.00 | $104,836,106.00 |
| Fee | $35,995,574.89 | $47,526.00 * | $36,043,100.89 |
| Total | $686,996,326.79 | $13,578,437.00 | $700,574,763.79 |

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 6 to this Modification.

*For the period beginning November 1, 1992 no rating has yet been determind to have been earned by the contractor for the previous award fee period (April 1, 1992 through September 30, 1992). Therefore, provisional award fee of $47,526 (based on 5% of the 1st Semester Award Fee of $950,526) is included in accordance with Contract Modification M176, Clause 6. A new rating should be established before provisional award fee is payable for December, 1992. The December provisional award fee will include a one-time adjustment to either augment the payment if underpayment has occurred, or credit against the payment if overpayment has occurred.

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 6, to this Modification.

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 213 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 50,000.00 | 60,000.00 | (10,000.00) |
| AF-65-10-70-0 | (748,000.00) | 0.00 | (748,000.00) |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,500,000.00 | 6,900,000.00 | 6,600,000.00 |
| Subtotal AF | 12,802,000.00 | 6,960,000.00 | 5,842,000.00 |
| EX-20-10-20-2 | 70,000.00 | 32,500.00 | 37,500.00 |
| EX-20-10-30-1 | 1,295,000.00 | 320,000.00 | 975,000.00 |
| EX-20-10-40-1 | 265,000.00 | 165,000.00 | 100,000.00 |
| EX-20-10-40-2 | 2,000,000.00 | 1,387,500.00 | 612,500.00 |
| EX-31-20-09-0 | 500,000.00 | 285,500.00 | 214,500.00 |
| Subtotal EX | 4,130,000.00 | 2,190,500.00 | 1,939,500.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 16,932,000.00 | 9,150,500.00 | 7,781,500.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 213 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 8,443,000.00 | 0.00 | 6,400,000.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 0.00 | 6,400,000.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-2 | 0.00 | 760,000.00 | (760,000.00) |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 | 35,000.00 | 0.00 | 35,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 35,000.00 | 760,000.00 | (725,000.00) |
| SPECIAL FUNDS RECIEPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | 0.00 | (8,844,300.00) |
| 88-01-01-00-0 | 8,844,300.00 | 0.00 | 8,844,300.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 213 |
|---|---|---|---|
| TOTAL OPERATING | 25,460,000.00 | 9,865,418.97 | 13,456,500.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 100,000.00 | 100,000.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 100,000.00 | 100,000.00 |
| TOTAL EQUIPMENT | 200,000.00 | 100,000.00 | 100,000.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 0.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | MOD 213 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-20-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-24-93 | | | |
| 40-04-09-90-0 | 0.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 37,791.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-24-92 | | | |
| 60-03-01-01-0 | 2,000.00 | 0.00 | 1,709.00 |
| 60-03-06-00-0 | 1,260,000.00 | 42,350.00 | 20,228.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 42,350.00 | 21,937.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 80,141.00 | 21,937.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 27,709,000.00 | 10,045,559.97 | 13,578,437.00 |

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 6 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| 216 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

See Attachment A

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, Obligation of Funds |

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

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

See Attachment A

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) Sarah Eury Contracting Officer EXECUTED | |
|---|---|---|
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Sarah Eury (Signature of Contracting Officer) |
| | | 16C. DATE SIGNED 1-6-12 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract $701,880,981.64."

| | |
|---|---|
| $ 700,574,763.79 | Amount obligated through Modification A213 |
| $ 1,306,217.85 | Amount obligated by Modification A216 |
| $ 701,880,981.64 | Amount obligated through Modification A216 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A213 | Obl in A216 | Total to Date |
|---|---|---|---|
| Operating | $529,492,099.68 | $1,058,691.85 | $530,550,791.53 |
| Equipment | $30,203,457.22 | $0.00 | $30,203,457.22 |
| Plant | $104,836,106.00 | $200,000.00 | $105,036,106.00 |
| Fee | $36,043,100.89 | $47,526.00 * | $36,090,626.89 |
| Total | $700,574,763.79 | $1,306,217.85 | $701,880,981.64 |

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 6 to this Modification.

*For the period beginning December 1, 1992 no rating has yet been determind to have been earned by the contractor for the previous award fee period (April 1, 1992 through September 30, 1992). Therefore, provisional award fee of $47,526 (based on 5% of the 1st Semester Award Fee of $950,526) is included in accordance with Contract Modification M176, Clause 6. Upon determination of the 2nd Semester Award Fee, the provisional award fee will be established. A one-time adjustment will be made to either augment the payment if underpayment has occurred, or credit against the payment if over payment has occurred.

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 6, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A216
DECEMBER 1992



| | FY 1993 B/A | PRIOR FUNDING | MOD 216 |
|---|---|---|---|
| OPERATING | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 60,000.00 | (50,000.00) |
| AF-65-10-70-0 | (748,000.00) | (748,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,500,000.00 | 13,500,000.00 | 0.00 |
| Subtotal AF | 12,752,000.00 | 12,812,000.00 | (50,000.00) |
| EX-20-10-20-2 | 77,000.00 | 70,000.00 | 7,000.00 |
| EX-20-10-30-1 | 2,237,000.00 | 1,295,000.00 | 47,000.00 |
| EX-20-10-40-1 | 330,000.00 | 265,000.00 | 65,000.00 |
| EX-20-10-40-2 | 2,775,000.00 | 2,000,000.00 | 775,000.00 |
| EX-31-20-09-0 | 571,000.00 | 500,000.00 | 71,000.00 |
| Subtotal EX | 5,990,000.00 | 4,130,000.00 | 965,000.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 18,742,000.00 | 16,942,000.00 | 915,000.00 |

OPERATING

| | FY 1993 B/A | PRIOR FUNDING | MOD 216 |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 8,443,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,400,000.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 0.00 | 200,000.00 |
| EW-40-50-00-0 | 35,000.00 | 35,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 435,000.00 | 35,000.00 | 200,000.00 |
| SPECIAL FUNDS RECIEPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |

| | FY 1993 B/A | PRIOR FUNDING | MOD 216 |
|---|---|---|---|
| OPERATING | | | |
| TOTAL OPERATING | 27,670,000.00 | 23,331,918.97 | 1,115,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL EQUIPMENT | 200,000.00 | 200,000.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 0.00 | 200,000.00 |
| TOTAL 39 AF | 200,000.00 | 0.00 | 200,000.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 0.00 | 200,000.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 0.00 | 200,000.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | MOD 216 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 0.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | (24,239.15) |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 37,791.00 | (24,239.15) |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 1,709.00 | 78,035.00 |
| 60-03-06-00-0 | 0.00 | 62,578.00 | (62,578.00) |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 64,287.00 | 15,457.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 102,078.00 | (8,782.15) |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 29,919,000.00 | 23,633,996.97 | 1,306,217.85 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A217 | See Block 16c | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

## 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)*
See Attachment A

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

See Attachment A

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)* MICHAEL E. BARGER Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED Jan 29, 1993 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract $703,791,351.64."

| | |
|---|---|
| $ 701,880,981.64 | Amount obligated through Modification A216 |
| $ 1,910,370.00 | Amount obligated by Modification A217 |
| $ 703,791,351.64 | Amount obligated through Modification A217 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A216 | Obl in A217 | Total to Date |
|---|---|---|---|
| Operating | $530,550,791.53 | $1,862,844.00 | $532,413,635.53 |
| Equipment | $30,203,457.22 | $0.00 | $30,203,457.22 |
| Plant | $105,036,106.00 | $0.00 | $105,036,106.00 |
| Fee | $36,090,626.89 | $47,526.00 * | $36,138,152.89 |
| Total | $701,880,981.64 | $1,910,370.00 | $703,791,351.64 |

* Provisional award fee of $47,526 is based on 5% of the 1st Semester award fee of $950,526 in accordance with Contract Modification M176, Clause 6. The 2nd Semester rating has been established, and provisional award fee will be adjusted on the next incremental funding modification. A one-time adjustment will be made to either augment the payment is underpayment has occurred, or credit against the payment if overpayment has occurred.

The above funding changes shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 7, to this Modification.

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 217 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (718,000.00) | (718,000.00) | 30,000.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,500,000.00 | 13,500,000.00 | 0.00 |
| Subtotal AF | 12,782,000.00 | 12,782,000.00 | 30,000.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 2,987,000.00 | 1,342,000.00 | 1,645,000.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 2,775,000.00 | 2,775,000.00 | 0.00 |
| EX-31-20-09-0 | 571,000.00 | 571,000.00 | 0.00 |
| Subtotal EX | 6,740,000.00 | 5,095,000.00 | 1,645,000.00 |
| WB-00-00-00-0 | 20,000.00 | 0.00 | 20,000.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 19,542,000.00 | 17,877,000.00 | 1,695,000.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 8,443,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,400,000.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 0.00 | 200,000.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-50-00-0 | 42,000.00 | 35,000.00 | 7,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 442,000.00 | 235,000.00 | 207,000.00 |
| SPECIAL FUNDS RECIEPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 0.00 | 3,000.00 |
| TOTAL KV | 3,000.00 | 0.00 | 3,000.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | 0.00 | (366.71) |
| EX-20-10-20-1 | 0.00 | 0.00 | (267,655.38) |
| EX-20-10-30-1 | 0.00 | 0.00 | (919,349.80) |
| EX-20-10-40-2 | 0.00 | 0.00 | (3,333.32) |
| EX-20-10-20-2 | 0.00 | 0.00 | 1,190,705.21 |
| EX-20-10-10-2 | 0.00 | 0.00 | (2,277,413.14) |
| EX-20-10-40-1 | 0.00 | 0.00 | (95,040.31) |
| EX-20-10-40-2 | 0.00 | 0.00 | 2,372,453.45 |
| TOTAL EX | 0.00 | 0.00 | (0.00) |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | 0.00 | (31,726.07) |
| EW-20-10-40-2 | 0.00 | 0.00 | 31,726.07 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| TOTAL OPERATING | 28,480,000.00 | 24,466,918.97 | 1,905,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL EQUIPMENT | 200,000.00 | 200,000.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 200,000.00 | 0.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 200,000.00 | 0.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 0.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | (24,239.15) | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 13,551.85 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 79,744.00 | 5,370.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 79,744.00 | 5,370.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 93,295.85 | 5,370.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 30,729,000.00 | 24,960,214.82 | 1,910,370.00 |

# ALTERNATE REVIEW COMMENTS - CONTRACTING OFFICER AT LEAST ONE LEVEL HIGHER THAN ORIGINATOR

Prime Contract/Coop. Agmt./Grant No. DE-AC03-76SF00700
Prime Contractor/Participant/Grantee Name GTEC
Subcontract/Purchase Order No. _____
Subcontractor Name _____
Solicitation No. _____
Other Identifying Information Funding Mod. A217

| | YES | NO | N/A |
|---|---|---|---|
| 1. Does the prenegotiation plan/RFAA/memorandum of recommended action adequately support the prenegotiation objectives and/or the business decision made? | ✓ | | |
| 2. Does the file contain adequate supporting documentation as required by FAR/DEAR/10CFR PART 600/DOE 4600.1A/DOE 4200.3C (support services)/ SF regulations, policies, and procedures? | ✓ | | |
| 3. Is the draft solicitation in conformance with FAR/DEAR/10CFR PART 600/DOE 4600.1A/SF regulations, policies, and procedures and is it acceptable for issuance? | | | ✓ |
| 4. Have all necessary reviews in the Alternate Review chain (including the Procurement Analyst) been performed and documented in writing using the prescribed format? | | | ✓ |
| 5. Have the concerns raised by reviewers in the Alternate Review chain (including the Procurement Analyst) been adequately resolved and documented in writing? | | | ✓ |
| 6. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist does not recommend a waiver of the CRB review requirement, does the undersigned concur in the need for CRB review and is this package ready for submission to the CRB? | | | ✓ |
| 7. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist recommends a waiver of the CRB review requirement, does the undersigned concur in the waiver recommendation and is this package ready for submission to the Director, CM or designee for granting of the waiver? | | | ✓ |
| 8. If this action is a competitive solicitation and is subject to Headquarters review, is this package ready for submission to Headquarters? | | | ✓ |

Richard F. Page — 25 Jan 93

C.O. At Least One Level Higher Than Originator (a) — Date

(a) If this action is not subject to CRB and/or Headquarters review, this signature is that of the Final Approver in the Alternate Review chain.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 11 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A218 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

See Attachment A

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, Obligation of Funds |

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

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

See Attachment A

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) MICHAEL E. BARGER 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 Feb 26, 1993 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $704,550,829.60."

| | |
|---|---|
| $703,791,351.64 | Amount obligated through Modification A217 |
| $759,477.96 | Amount obligated by Modification A218 |
| $704,550,829.60 | Amount obligated through Modification A218 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A217 | Obl in A218 | Total to Date |
|---|---|---|---|
| Operating | $532,413,635.53 | ($379,909.22) | $532,033,726.31 |
| Equipment | $30,203,457.22 | ($8,027.48) | $30,195,429.74 |
| Plant | $105,036,106.00 | $3,258.66 | $105,039,364.66 |
| Fee | $36,138,152.89 | $1,144,156.00 * | $37,282,308.89 |
| Total | $703,791,351.64 | $759,477.96 | $704,550,829.60 |

* This amount consists of award fee and provisional award fee, calulated as follows:

| | | |
|---|---|---|
| 2ND SEMESTER AWARD FEE (APR, 92 - SEP, 92) | $995,307 | |
| LESS PROVISIONAL FEE PREVIOUSLY PAID (APR - SEP) | $285,156 | |
| | | $710,151 |
| OCT PROVISIONAL AWARD FEE ($995,307 X 5%) | $49,765 | |
| LESS PROVISIONAL FEE PREVIOUSLY PAID | $47,526 | |
| | | $2,239 |
| NOV PROVISIONAL AWARD FEE ($995,307 X 5%) | $49,765 | |
| LESS PROVISIONAL FEE PREVIOUSLY PAID | $47,526 | |
| | | $2,239 |
| DEC PROVISIONAL AWARD FEE ($995,307 X 5%) | $49,765 | |
| LESS PROVISIONAL FEE PREVIOUSLY PAID | $47,526 | |
| | | $2,239 |
| JAN PROVISIONAL AWARD FEE ($995,307 X 5%) | $49,765 | |
| LESS PROVISIONAL FEE PREVIOUSLY PAID | $47,526 | |
| | | $2,239 |
| FEB PROVISIONAL AWARD FEE ($995,307 X 5%) | | $49,765 |
| TOTAL AWARD FEE & PROVISIONAL AWARD FEE | | $768,874 |
| ADD: ROLLOVER AWARD FEE | | $375,282 |
| TOTAL FEE FOR MODIFICATION A218 | | $1,144,156 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A218
FEBRUARY 1993

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 218 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (718,000.00) | (718,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,500,000.00 | 13,500,000.00 | 0.00 |
| Subtotal AF | 12,782,000.00 | 12,782,000.00 | 0.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,671,000.00 | 2,987,000.00 | 684,000.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 2,775,000.00 | 2,775,000.00 | 0.00 |
| EX-31-20-09-0 | 571,000.00 | 571,000.00 | 0.00 |
| Subtotal EX | 7,424,000.00 | 6,740,000.00 | 684,000.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 20,226,000.00 | 19,542,000.00 | 684,000.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 8,443,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,400,000.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-50-00-0 | 42,000.00 | 42,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 442,000.00 | 442,000.00 | 0.00 |
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | (3,333.32) | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,190,705.21 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| OPERATING | | | |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | 0.00 | (5.80) |
| ED-39-03-00-0 | 0.00 | 0.00 | (28.83) |
| EF-77-01-04-0 | 0.00 | 0.00 | (3,479.68) |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | (3,514.31) |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | 0.00 | (7,273.29) |
| TOTAL FOSIL ENERGY | 0.00 | 0.00 | (7,273.29) |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | 0.00 | (221.16) |
| AF-20-60-20-0 | 0.00 | 0.00 | (1,000.00) |
| AF-80-20-00-0 | (50.00) | 0.00 | (74.15) |
| AM-10-02-00-0 | 0.00 | 0.00 | (1.51) |
| AM-18-00-00-0 | 0.00 | 0.00 | (0.01) |
| WG-04-00-00-0 | 0.00 | 0.00 | (22,941.34) |
| TOTAL ENERGY SUPPLY R&D | (50.00) | 0.00 | (24,238.17) |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | 0.00 | (27,286.45) |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | 0.00 | (27,286.45) |
| TOTAL OPERATING | 29,163,950.00 | 26,341,918.97 | 621,687.78 |

| EQUIPMENT | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | 0.00 | (7,158.00) |
| 35-EB-26-00-0 | 0.00 | 0.00 | (869.48) |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | 0.00 | (8,027.48) |
| TOTAL EQUIPMENT | 192,842.00 | 200,000.00 | (8,027.48) |

| CONSTRUCTION | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 0.00 | 15,000.00 |
| TOTAL 39 WB | 15,000.00 | 0.00 | 15,000.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 200,000.00 | 15,000.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | 0.00 | (11,727.63) |
| 39-NP-02-00-0 88D154 | 0.00 | 0.00 | (13.71) |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | 0.00 | (11,741.34) |
| TOTAL CONSTRUCTION | 215,000.00 | 200,000.00 | 3,258.66 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 0.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 140,000.00 |
| 40-10-01-06-0 | 0.00 | (24,239.15) | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 13,551.85 | 140,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 85,114.00 | 2,559.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 85,114.00 | 2,559.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 98,665.85 | 142,559.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 31,405,792.00 | 26,840,584.82 | 759,477.96 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JANUARY | MOD 218 | CUMULATIVE THRU FEBRUARY |
|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | |
| NON-DEFENSE D&D | | | | | |
| EX2010401 | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX2010402 | SF148820 | ETEC D&D | 2,775,000.00 | 0.00 | 2,775,000.00 |
| EX2010101 | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX2010201 | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX2010301 | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX2010402 | SF148810 | REMEDIAL ACTION | (3,333.32)* | 0.00 | (3,333.32) |
| EX2010202 | SF148810 | REMEDIAL ACTION | 1,190,705.21 * | 0.00 | 1,190,705.21 |
| SUBTOTAL | | | (0.00) | 0.00 | (0.00) |
| EX2010102 | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX2010401 | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX2010402 | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| EX2010202 | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX2010301 | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 747,000.00 | 0.00 | 747,000.00 |
| EX2010301 | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,240,000.00 | 684,000.00 | 2,924,000.00 |
| | | | 2,987,000.00 | 684,000.00 | 3,671,000.00 |
| DEFENSE D&D | | | | | |
| EW2010401 | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW2010402 | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | 6,169,000.00 | 684,000.00 | 6,853,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).

** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

| & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JANUARY | MOD 218 | CUMULATIVE THRU FEBRUARY |
|---|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | | |
| EW311001 | | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | | |
| EX312009 | | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 571.00 | 0.00 | 571.00 |
| TOTAL, WASTE MANAGEMENT | | | | 200,571.00 | 0.00 | 200,571.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | | |
| EW4010 | | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW4050 | | SF325001 | TPM-DETAILEE | 42,000.00 | 0.00 | 42,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | | 242,000.00 | 0.00 | 242,000.00 |
| TOTAL, ERWM | | | | 6,611,571.00 | 684,000.00 | 7,295,571.00 |

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# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE | OF PAGES |
|---|---|---|
| | 1 | 11 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A219 | See Block 16c | N/A | |

6. ISSUED BY — CODE

U.S. Department of Energy
DOE San Francisco Field Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE — FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| x | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

## 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)*
See Attachment A

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| x | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

See Attachment

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)* |
|---|---|
| | Michael Barger<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY Michael E. Barger *(Signature of Contracting Officer)* | Mar 31, 1993 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $704,577,853.60."

| | |
|---|---|
| $704,550,829.60 | Amount obligated through Modification A218 |
| $27,024.00 | Amount obligated by Modification A219 |
| $704,577,853.60 | Amount obligated through Modification A219 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A218 | Obl in A219 | Total to Date |
|---|---|---|---|
| Operating | $532,033,726.31 | ($22,741.00) | $532,010,985.31 |
| Equipment | $30,195,429.74 | $0.00 | $30,195,429.74 |
| Plant | $105,039,364.66 | $0.00 | $105,039,364.66 |
| Fee | $37,282,308.89 | $49,765.00 * | $37,332,073.89 |
| Total | $704,550,829.60 | $27,024.00 | $704,577,853.60 |

* Provisional award fee of $49,765.00 is based on 5% of the 2nd Semester award fee of $995,307 in accordance with Contract Modification M176, Clause 6.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 11, to this Modification.

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 219 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (718,000.00) | (718,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,460,000.00 | 13,500,000.00 | (40,000.00) |
| Subtotal AF | 12,742,000.00 | 12,782,000.00 | (40,000.00) |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,671,000.00 | 3,671,000.00 | 0.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 2,775,000.00 | 2,775,000.00 | 0.00 |
| EX-31-20-09-0 | 571,000.00 | 571,000.00 | 0.00 |
| Subtotal EX | 7,424,000.00 | 7,424,000.00 | 0.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 20,186,000.00 | 20,226,000.00 | (40,000.00) |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 0.00 | 14,000.00 |
| WN-02-19-06-0 | 993,000.00 | 0.00 | 25,000.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,400,000.00 | 39,000.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-50-00-0 | 42,000.00 | 42,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 442,000.00 | 442,000.00 | 0.00 |
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | (3,333.32) | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,190,705.21 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | |
| AF-20-60-20-0 | 0.00 | (1,000.00) | 1,000.00 |
| AF-20-60-10-0 | 0.00 | 0.00 | (1,000.00) |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (24,238.17) | 0.00 |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.45) | 0.29 |
| NP-05-01-00-0 | 0.00 | 0.00 | (0.29) |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| TOTAL OPERATING | 29,123,950.00 | 26,963,606.75 | (1,000.00) |

| EQUIPMENT | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.00) | 0.00 |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,027.48) | 0.00 |
| TOTAL EQUIPMENT | 192,842.00 | 191,972.52 | 0.00 |

| CONSTRUCTION | FY 1993 B/A | PRIOR FUNDING | MOD 219 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 215,000.00 | 0.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 203,258.66 | 0.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 0.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 140,000.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | (24,239.15) | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 153,551.85 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 87,673.00 | 28,024.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 87,673.00 | 28,024.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 241,224.85 | 28,024.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 31,365,792.00 | 27,600,062.78 | 27,024.00 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| B & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU FEBRUARY | MOD 219 | CUMULATIVE THRU MARCH |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| NON-DEFENSE D&D | | | | | | |
| EX2010401 | | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX2010402 | | SF148820 | ETEC D&D | 2,775,000.00 | 0.00 | 2,775,000.00 |
| EX2010101 | | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX2010201 | | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX2010301 | | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX2010402 | | SF148810 | REMEDIAL ACTION | (3,333.32)* | 0.00 | (3,333.32) |
| EX2010202 | | SF148810 | REMEDIAL ACTION | 1,190,705.21 * | 0.00 | 1,190,705.21 |
| SUBTOTAL | | | | (0.00) | 0.00 | (0.00) |
| EX2010102 | | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX2010401 | | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX2010402 | | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| SUBTOTAL | | | | 0.00 | 0.00 | 0.00 |
| EX2010202 | | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX2010301 | | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 747,000.00 | 0.00 | 747,000.00 |
| EX2010301 | | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,924,000.00 | 0.00 | 2,924,000.00 |
| | | | | 3,671,000.00 | 0.00 | 3,671,000.00 |
| DEFENSE D&D | | | | | | |
| EW2010401 | | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW2010402 | | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| SUBTOTAL | | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | | 6,853,000.00 | 0.00 | 6,853,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).
** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| B & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU FEBRUARY | MOD 219 | CUMULATIVE THRU MARCH |
|---|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | | |
| EW311001 | | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | | |
| EX312009 | | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 571.00 | 0.00 | 571.00 |
| TOTAL, WASTE MANAGEMENT | | | | 200,571.00 | 0.00 | 200,571.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | | |
| EW4010 | | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW4050 | | SF325001 | TPM-DETAILEE | 42,000.00 | 0.00 | 42,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | | 242,000.00 | 0.00 | 242,000.00 |
| TOTAL, ERWM | | | | 7,295,571.00 | 0.00 | 7,295,571.00 |

ALTERNATE REVIEW COMMENTS - CONTRACTING OFFICER
AT LEAST ONE LEVEL HIGHER THAN ORIGINATOR

Prime Contract/Coop. Agmt./Grant No. DE-AC03-76SF00700
Prime Contractor/Participant/Grantee Name ETEC
Subcontract/Purchase Order No. _____
Subcontractor Name _____
Solicitation No. _____
Other Identifying Information Funding MODIFICATION A019

| | YES | NO | N/A |
|---|---|---|---|
| 1. Does the prenegotiation plan/RFAA/memorandum of recommended action adequately support the prenegotiation objectives and/or the business decision made? | ✓ | | |
| 2. Does the file contain adequate supporting documentation as required by FAR/DEAR/10CFR PART 600/DOE 4600.1A/DOE 4200.3C (support services)/ SF regulations, policies, and procedures? | ✓ | | |
| 3. Is the draft solicitation in conformance with FAR/DEAR/10CFR PART 600/DOE 4600.1A/SF regulations, policies, and procedures and is it acceptable for issuance? | | | ✓ |
| 4. Have all necessary reviews in the Alternate Review chain (including the Procurement Analyst) been performed and documented in writing using the prescribed format? | | | ✓ |
| 5. Have the concerns raised by reviewers in the Alternate Review chain (including the Procurement Analyst) been adequately resolved and documented in writing? | | | ✓ |
| 6. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist does not recommend a waiver of the CRB review requirement, does the undersigned concur in the need for CRB review and is this package ready for submission to the CRB? | | | ✓ |
| 7. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist recommends a waiver of the CRB review requirement, does the undersigned concur in the waiver recommendation and is this package ready for submission to the Director, CM or designee for granting of the waiver? | | | ✓ |
| 8. If this action is a competitive solicitation and is subject to Headquarters review, is this package ready for submission to Headquarters? | | | ✓ |

Michael E. Longa — 31 Mar 93
C.O. At Least One Level Higher Than Originator (a) — Date

(a) If this action is not subject to CRB and/or Headquarters review, this signature is that of the Final Approver in the Alternate Review chain.

APPENDIX III
ATTACHMENT CC
CMD Memo 88-1
Rev. 10/11/91

SUPPORTING DATA SHEET

CONTRACT NO. DE-AC03-76SF00700

MODIFICATION NO. A219

This modification provides incremental funding for the contract effort as specified by DOE-SF (FMD). Funds in the amount of $27,024.00 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds in each area is on file in the contract folder.

| Cost Category | Obl thru A218 | Obl in A219 | Total to Date |
|---|---|---|---|
| Operating | $532,033,726.31 | ($22,741.00) | $532,010,985.31 |
| Equipment | $30,195,429.74 | $0.00 | $30,195,429.74 |
| Plant | $105,039,364.66 | $0.00 | $105,039,364.66 |
| Fee | $37,282,308.89 | $49,765.00 * | $37,332,073.89 |
| Total | $704,550,829.60 | $27,024.00 | $704,577,853.60 |

* Provisional award fee of $49,765.00 is based on 5% of the 2nd Semester award fee of $995,307 in accordance with Contract Modification M176, Clause 6.

This modification is in the best interest of the government and approval is recommended.

Gloria C. Castro

Gloria C. Castro
Contract Specialist
Date: 3-29-93

Concur:

Michael E. Zough

Contracting Officer
Date: 31 Mar 93

FUNDING SUMMARY SHEET
FOR
INTEGRATED CONTRACTORS

CONTRACTOR ETEC

CONTRACT NO. SF00700

MOD NO. A219

| | OPERATION | EQUIPMENT | CONSTRUCTION | FEE | TOTAL |
|---|---|---|---|---|---|
| TOTAL THIS ACTION | <22,741> | 0 | 0 | 49,765 | 27,024 |
| PRIOR CUMULATIVE | 532,033,726.31 | 30,195,429 | 105,039,364 | 37,282,308.85 | 704,550,829 |
| NEW CUMULATIVE | 532,010,985.31 | 30,195,429 | 105,039,364 | 37,332,073.85 | 704,577,853 |

OPERATIONS = OPERATING + REIMB. - FED + REIMB.- NON-FED + TECH TRANS

| | | | | |
|---|---|---|---|---|
| 27,024 | <1,007> | 0 | 28,024 | |

Required Signatures:

Budget:

Preparation/Review

Preparer: Elaine Elliott Date 3-22-93

Reviewer: Date 3-22-93

Accounting:

Reservation/Obligation (RO)

Entered: B. Dawson Date 3-22-93

Validated: MJT Date 3-22-93

Contracts:

Receiver: J. Castro Date 3-22 93 4:00p

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A220 | See Block 16c | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
DOE San Francisco Operations Office
1333 Broadway
Oakland, California 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, California 91304

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

x DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)

October 1, 1966

## 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)

See Attachment A

## 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)
Clause 7, Obligation of Funds

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

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

See Attachment

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) |
|---|---|
| | Michael Barger<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR | 16B. UNITED STATES OF AMERICA |
| 15C. DATE SIGNED | 16C. DATE SIGNED |
| | BY Michael E. Barger (Signature of Contracting Officer) |
| | Apr 30, 1993 |

SABL

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $706,473,933.65"

| | |
|---|---|
| $704,577,853.60 | Amount obligated through Modification A219 |
| $1,896,080.05 | Amount obligated by Modification A220 |
| $706,473,933.65 | Amount obligated through Modification A220 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A219 | Obl in A220 | Total to Date |
|---|---|---|---|
| Operating | $532,010,985.31 | $1,846,316.00 | $533,857,301.31 |
| Equipment | $30,195,429.74 | ($0.95) | $30,195,428.79 |
| Plant | $105,039,364.66 | $0.00 | $105,039,364.66 |
| Fee | $37,332,073.89 | $49,765.00 * | $37,381,838.89 |
| Total | $704,577,853.60 | $1,896,080.05 | $706,473,933.65 |

* Provisional award fee of $49,765.00 is based on 5% of the 2nd Semester award fee of $995,307 in accordance with contract modification M176, clause 6.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 9, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A220
APRIL 1993

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 220 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (718,000.00) | (718,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,460,000.00 | 13,460,000.00 | 0.00 |
| Subtotal AF | 12,742,000.00 | 12,742,000.00 | 0.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,671,000.00 | 3,671,000.00 | 0.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 4,543,000.00 | 2,775,000.00 | 1,768,000.00 |
| EX-31-20-09-0 | 571,000.00 | 571,000.00 | 0.00 |
| Subtotal EX | 9,192,000.00 | 7,424,000.00 | 1,768,000.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 21,954,000.00 | 20,186,000.00 | 1,768,000.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 14,000.00 | 38.00 |
| WN-02-19-06-0 | 993,000.00 | 25,000.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,439,000.00 | 38.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-50-00-0 | 70,000.00 | 42,000.00 | 28,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 470,000.00 | 442,000.00 | 28,000.00 |
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | (3,333.32) | 3,333.32 |
| EX-20-10-20-2 | 0.00 | 1,190,705.21 | (3,333.32) |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | (1,000.00) | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (24,238.17) | 0.00 |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.16) | 0.00 |
| NP-05-01-00-0 | 0.00 | (0.29) | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| TOTAL OPERATING | 30,919,950.00 | 26,962,606.75 | 1,796,038.00 |

| EQUIPMENT | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.00) | (0.95) |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,027.48) | (0.95) |
| TOTAL EQUIPMENT | 192,842.00 | 191,972.52 | (0.95) |

| CONSTRUCTION | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 215,000.00 | 0.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 203,258.66 | 0.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 0.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 140,000.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | (24,239.15) | 40,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 153,551.85 | 40,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 115,697.00 | 60,043.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 115,697.00 | 60,043.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 269,248.85 | 100,043.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 33,161,792.00 | 27,627,086.78 | 1,896,080.05 |

SUPPORTING DATA SHEET

CONTRACT NO. DE-AC03-76SF00700

MODIFICATION NO. A220

This modification provides incremental funding for the contract effort as specified by DOE-SF (FMD). Funds in the amount of $1,896,080.05 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds in each area is on file in the contract folder.

| Cost Category | Obl thru A219 | Obl in A220 | Total to Date |
|---|---|---|---|
| Operating | $532,010,985.31 | $1,846,316.00 | $533,857,301.31 |
| Equipment | $30,195,429.74 | ($0.95) | $30,195,428.79 |
| Plant | $105,039,364.66 | $0.00 | $105,039,364.66 |
| Fee | $37,332,073.89 | $49,765.00 * | $37,381,838.89 |
| Total | $704,577,853.60 | $1,896,080.05 | $706,473,933.65 |

* Provisional award fee of $49,765.00 is based on 5% of the 2nd Semester a award fee of $995,307 in accordance with Contract Modification M176, Clause 6.

This modification is in the best interest of the government and approval is recommended.

Gloria C. Castro

Gloria C. Castro
Contract Specialist
Date: 4-30-93

Concur:

Michael S. Barger

Contracting Officer
Date: Apr 30, 1993

## ALTERNATE REVIEW COMMENTS - CONTRACTING OFFICER AT LEAST ONE LEVEL HIGHER THAN ORIGINATOR

Prime Contract/Coop. Agmt./Grant No. DE-AC03-76SF00700
Prime Contractor/Participant/Grantee Name ETEC
Subcontract/Purchase Order No. _____
Subcontractor Name _____
Solicitation No. _____
Other Identifying Information Funding MOD A220

| | YES | NO | N/A |
|---|---|---|---|
| 1. Does the prenegotiation plan/RFAA/memorandum of recommended action adequately support the prenegotiation objectives and/or the business decision made? | ✓ | | |
| 2. Does the file contain adequate supporting documentation as required by FAR/DEAR/10CFR PART 600/DOE 4600.1A/DOE 4200.3C (support services)/ SF regulations, policies, and procedures? | ✓ | | |
| 3. Is the draft solicitation in conformance with FAR/DEAR/10CFR PART 600/DOE 4600.1A/SF regulations, policies, and procedures and is it acceptable for issuance? | | | ✓ |
| 4. Have all necessary reviews in the Alternate Review chain (including the Procurement Analyst) been performed and documented in writing using the prescribed format? | | | ✓ |
| 5. Have the concerns raised by reviewers in the Alternate Review chain (including the Procurement Analyst) been adequately resolved and documented in writing? | | | ✓ |
| 6. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist does not recommend a waiver of the CRB review requirement, does the undersigned concur in the need for CRB review and is this package ready for submission to the CRB? | | | ✓ |
| 7. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist recommends a waiver of the CRB review requirement, does the undersigned concur in the waiver recommendation and is this package ready for submission to the Director, CM or designee for granting of the waiver? | | | ✓ |
| 8. If this action is a competitive solicitation and is subject to Headquarters review, is this package ready for submission to Headquarters? | | | ✓ |

Michael T. Jorge — Apr 30, 1993
C.O. At Least One Level Higher Than Originator (a) — Date

(a) If this action is not subject to CRB and/or Headquarters review, this signature is that of the Final Approver in the Alternate Review chain.

APPENDIX III
ATTACHMENT CC
CMD Memo 88-1
Rev. 10/11/91

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 11 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A221 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
DOE San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

( ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

## 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)

See Attachment 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)
Clause 7, Obligation of Funds

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Attachment A

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) | |
|---|---|---|---|
| | | Michael E. Barger<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY (Signature of Contracting Officer) | 16C. DATE SIGNED<br>May 13, 1993 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $707,471,188.65."

| | |
|---|---|
| $706,473,933.65 | Amount obligated through Modification A220 |
| $997,255.00 | Amount obligated by Modification A221 |
| $707,471,188.65 | Amount obligated through Modification A221 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A220 | Obl in A221 | Total to Date |
|---|---|---|---|
| Operating | $533,857,301.31 | $947,490.00 | $534,804,791.31 |
| Equipment | $30,195,428.79 | $0.00 | $30,195,428.79 |
| Plant | $105,039,364.66 | $0.00 | $105,039,364.66 |
| Fee | $37,381,838.89 | $49,765.00 * | $37,431,603.89 |
| Total | $706,473,933.65 | $997,255.00 | $707,471,188.65 |

* Provisional award fee of $49,765.00 is based on 5% of the 2nd Semester award fee of $995,307 in accordance with Contract Modification M176, Clause 6.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 11, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A221
MAY 1993

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 221 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 50,000.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (718,000.00) | (718,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,460,000.00 | 13,460,000.00 | 0.00 |
| Subtotal AF | 12,742,000.00 | 12,742,000.00 | 0.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,671,000.00 | 3,671,000.00 | 0.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 4,543,000.00 | 4,543,000.00 | 0.00 |
| EX-31-20-09-0 | 571,000.00 | 571,000.00 | 379,000.00 |
| Subtotal EX | 9,192,000.00 | 9,192,000.00 | 379,000.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 21,954,000.00 | 21,954,000.00 | 379,000.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 14,038.00 | 0.00 |
| WN-02-19-06-0 | 993,000.00 | 25,000.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,439,038.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-35-10-0 | 95,000.00 | 0.00 | 95,000.00 |
| EW-40-50-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 565,000.00 | 470,000.00 | 95,000.00 |
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,187,371.89 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| OPERATING | | | |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | (1,000.00) | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (24,238.17) | 0.00 |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.16) | 0.00 |
| NP-05-01-00-0 | 0.00 | (0.29) | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| TOTAL OPERATING | 31,014,950.00 | 28,758,644.75 | 474,000.00 |

| EQUIPMENT | FY 1993 B/A | PRIOR FUNDING | MOD 221 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.95) | 0.00 |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,028.43) | 0.00 |
| TOTAL EQUIPMENT | 192,842.00 | 191,971.57 | 0.00 |

| CONSTRUCTION | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 215,000.00 | 0.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 203,258.66 | 0.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 0.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 140,000.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 15,760.85 | 459,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 193,551.85 | 459,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 175,740.00 | 64,255.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 175,740.00 | 64,255.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 369,291.85 | 523,255.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 33,256,792.00 | 29,523,166.83 | 997,255.00 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU APRIL | MOD 221 | CUMULATIVE THRU MAY |
|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | |
| NON-DEFENSE D&D | | | | | |
| EX2010401 | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX2010402 | SF148820 | ETEC D&D | 4,543,000.00 | 0.00 | 4,543,000.00 |
| EX2010101 | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX2010201 | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX2010301 | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX2010202 | SF148810 | REMEDIAL ACTION | 1,187,371.89 * | 0.00 | 1,187,371.89 |
| SUBTOTAL | | | (0.00) | 0.00 | (0.00) |
| EX2010102 | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX2010401 | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX2010402 | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| X2010202 | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX2010301 | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 747,000.00 | 0.00 | 747,000.00 |
| EX2010301 | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,924,000.00 | 0.00 | 2,924,000.00 |
| | | | 3,671,000.00 | 0.00 | 3,671,000.00 |
| DEFENSE D&D | | | | | |
| EW2010401 | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW2010402 | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | 8,621,000.00 | 0.00 | 8,621,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).
** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| & R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU APRIL | MOD 221 | CUMULATIVE THRU MAY |
|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW311001 | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX312009 | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 571,000.00 | 379,000.00 | 950,000.00 |
| TOTAL, WASTE MANAGEMENT | | | 771,000.00 | 379,000.00 | 1,150,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | |
| EW4010 | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW403510 | SF332001 | TRANSURANIC FR AQUEOUS WST STREAM | 0 | 95,000 | 95,000.00 |
| EW4050 | SF325001 | TPM-DETAILEE | 70,000.00 | 0.00 | 70,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | 270,000.00 | 95,000.00 | 365,000.00 |
| TOTAL, ERWM | | | 9,662,000.00 | 474,000.00 | 10,136,000.00 |

## ALTERNATE REVIEW COMMENTS - CONTRACTING OFFICER AT LEAST ONE LEVEL HIGHER THAN ORIGINATOR

Prime Contract/Coop. Agmt./Grant No. DE-AC03-76SF00700
Prime Contractor/Participant/Grantee Name ETEC
Subcontract/Purchase Order No. _____
Subcontractor Name _____
Solicitation No. _____
Other Identifying Information FUNDING MOD A221

| | YES | NO | N/A |
|---|---|---|---|
| 1. Does the prenegotiation plan/RFAA/memorandum of recommended action adequately support the prenegotiation objectives and/or the business decision made? | ✓ | | |
| 2. Does the file contain adequate supporting documentation as required by FAR/DEAR/10CFR PART 600/DOE 4600.1A/DOE 4200.3C (support services)/ SF regulations, policies, and procedures? | ✓ | | ✓ |
| 3. Is the draft solicitation in conformance with FAR/DEAR/10CFR PART 600/DOE 4600.1A/SF regulations, policies, and procedures and is it acceptable for issuance? | | | ✓ |
| 4. Have all necessary reviews in the Alternate Review chain (including the Procurement Analyst) been performed and documented in writing using the prescribed format? | | | ✓ |
| 5. Have the concerns raised by reviewers in the Alternate Review chain (including the Procurement Analyst) been adequately resolved and documented in writing? | | | ✓ |
| 6. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist does not recommend a waiver of the CRB review requirement, does the undersigned concur in the need for CRB review and is this package ready for submission to the CRB? | | | ✓ |
| 7. If this action (other than a solicitation) is subject to CRB review and the Contract Specialist recommends a waiver of the CRB review requirement, does the undersigned concur in the waiver recommendation and is this package ready for submission to the Director, CM or designee for granting of the waiver? | | | ✓ |
| 8. If this action is a competitive solicitation and is subject to Headquarters review, is this package ready for submission to Headquarters? | | | ✓ |

Michael F. Berger — 13 May 93
C.O. At Least One Level Higher Than Originator (a) — Date

(a) If this action is not subject to CRB and/or Headquarters review, this signature is that of the Final Approver in the Alternate Review chain.

SUPPORTING DATA SHEET

CONTRACT NO. DE-AC03-76SF00700

MODIFICATION NO. A221

This modification provides incremental funding for the contract effort as specified by DOE-SF (FMD). Funds in the amount of $997,255.00 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds in each area is on file in the contract folder.

| Cost Category | Obl thru A220 | Obl in A221 | Total to Date |
|---|---|---|---|
| Operating | $533,857,301.31 | $947,490.00 | $534,804,791.31 |
| Equipment | $30,195,428.79 | $0.00 | $30,195,428.79 |
| Plant | $105,039,364.66 | $0.00 | $105,039,364.66 |
| Fee | $37,381,838.89 | $49,765.00 * | $37,431,603.89 |
| Total | $706,473,933.65 | $997,255.00 | $707,471,188.65 |

* Provisional award fee of $49,765.00 is based on 5% of the 2nd Semester award fee of $995,307 in accordance with Contract Modification M176, Clause 6.

This modification is in the best interest of the government and approval is recommended.

Gloria Castro

Gloria C. Castro
Contract Specialist
Date: 5-13-93

Concur:

Michael E. Barger
Contracting Officer
Date:

MB

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 12 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A222 | See Block 16c | N/A | |

6. ISSUED BY CODE
Department of Energy
DOE San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA. 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA. 91304

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

## 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) Clause 7, Obligation of Funds |

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

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

See page 2 of 2

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) |
|---|---|
| | Michael E. Barger<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Michael E. Barger (Signature of Contracting Officer) | July 1, 1993 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $708,358,904.84."

| | |
|---|---|
| $707,471,188.65 | Amount obligated through Modification A221 |
| 837,951.19 | Amount obligated by Modification A222 |
| $708,358,904.84 | Amount obligated through Modification A222 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A221 | Obl in A222 | Total to Date |
|---|---|---|---|
| Operating | $534,804,791.31 | $837,951.19 | $535,642,742.50 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,039.364.66 | $ 0.00 | $105,039.364.66 |
| Fee | $ 37,431,603.89 | $ 49,765.00 * | $ 37,481,368.89 |
| Total | $707,471,188.65 | $887,716.19 | $708,358,904.84 |

* Provisional award fee of $49,765.00 is based on 5% of the 2nd Semester Award Fee of $995,307 in accordance with Contract Modification M176, Clause 6.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 12, to this Modification.

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 222 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 50,000.00 | 0.00 | 3,000.00 |
| EF-78-02-01-00-0 | 70,000.00 | 0.00 | 70,000.00 |
| TOTAL ENERGY CONSERVATION | 120,000.00 | 0.00 | 73,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (718,000.00) | (718,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,960,000.00 | 13,460,000.00 | 500,000.00 |
| Subtotal AF | 13,242,000.00 | 12,742,000.00 | 500,000.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,671,000.00 | 3,671,000.00 | 0.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 4,543,000.00 | 4,543,000.00 | 0.00 |
| EX-31-20-09-0 | 1,197,000.00 | 950,000.00 | 247,000.00 |
| Subtotal EX | 9,818,000.00 | 9,571,000.00 | 247,000.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 23,080,000.00 | 22,333,000.00 | 747,000.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 14,038.00 | 17,807.00 |
| WN-02-19-06-0 | 993,000.00 | 25,000.00 | 12,000.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,439,038.00 | 29,807.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-35-10-0 | 0.00 | 95,000.00 | (95,000.00) |
| EW-40-20-00-0 | 95,000.00 | 0.00 | 95,000.00 |
| EW-40-50-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 565,000.00 | 565,000.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,187,371.89 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | (1,000.00) | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| EB-26-00-00-0 | 0.00 | 0.00 | (5,502.81) |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (24,238.17) | (5,502.81) |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.16) | 0.00 |
| NP-05-01-00-0 | 0.00 | (0.29) | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| TOTAL OPERATING | 32,210,950.00 | 29,232,644.75 | 844,304.19 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.95) | 0.00 |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,028.43) | 0.00 |
| TOTAL EQUIPMENT | 192,842.00 | 191,971.57 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL 39 WB | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 215,000.00 | 215,000.00 | 0.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 215,000.00 | 203,258.66 | 0.00 |
| REIMBURSABLE WORK | | | |
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 3,791.00 | 37,791.00 | 0.00 |
| 40-10-01-02-0 | 140,000.00 | 140,000.00 | 0.00 |
| 40-10-01-06-0 | 474,760.85 | 474,760.85 | 8,721.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 652,551.85 | 8,721.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 239,995.00 | 34,691.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 239,995.00 | 34,691.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 892,546.85 | 43,412.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 34,452,792.00 | 30,520,421.83 | 887,716.19 |

ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)

FY 1993

| B & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU MAY | MOD 222 | CUMULATIVE THRU JUNE |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-DEFENSE D&D | | | | | |
| EX2010401 | | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX2010402 | | SF148820 | ETEC D&D | 4,543,000.00 | 0.00 | 4,543,000.00 |
| EX2010101 | | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX2010201 | | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX2010301 | | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX2010202 | | SF148810 | REMEDIAL ACTION | 1,187,371.89 * | 0.00 | 1,187,371.89 |
| SUBTOTAL | | | | (0.00) | 0.00 | (0.00) |
| EX2010102 | | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX2010401 | | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX2010402 | | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| SUBTOTAL | | | | 0.00 | 0.00 | 0.00 |
| EX2010202 | | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX2010301 | | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 747,000.00 | 0.00 | 747,000.00 |
| EX2010301 | | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,924,000.00 | 0.00 | 2,924,000.00 |
| | | | | 3,671,000.00 | 0.00 | 3,671,000.00 |
| | DEFENSE D&D | | | | | |
| EW2010401 | | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW2010402 | | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| SUBTOTAL | | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | | 8,621,000.00 | 0.00 | 8,621,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).

** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

| B & R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU MAY | MOD 222 | CUMULATIVE THRU JUNE |
|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW311001 | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX312009 | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 950,000.00 | 247,000.00 | 1,197,000.00 |
| TOTAL, WASTE MANAGEMENT | | | 1,150,000.00 | 247,000.00 | 1,397,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | |
| EW4010 | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW403510 | SF332001 | TRANSURANIC FR AQUEOUS WST STREAM | 95,000 | (95,000) * | 0.00 |
| EW4020 | SF332001 | TRANSURANIC FR AQUEOUS WST STREAM | 0 | 95,000 * | 95,000.00 |
| EW4050 | SF325001 | TPM-DETAILEE | 70,000.00 | 0.00 | 70,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | 365,000.00 | 0.00 | 365,000.00 |
| L, ERWM | | | 10,136,000.00 | 247,000.00 | 10,383,000.00 |

* Change to reflect correct B&R.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M223 | See Block 16c | | |

6. ISSUED BY CODE

U.S. Department of Energy
DOE San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA. 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA. 91304

| (if) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)

## 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: Clause 4, Program Development and Financial Plans; Estimates and Cost Information |
| | D. OTHER (Specify type of modification and authority) |

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

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

See page 2 of 2

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) |
|---|---|
| | Michael E. Barger<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Michael E. Barger (Signature of Contracting Officer) | July 7, 1993 |

Block 14 continued.

a. The purpose of this modification is to transfer estimated costs from operations to fee.

b. Clause 4. PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION is revised as follows:

Revise paragraph (c), Estimated cost, Base Fee and Award Fee to read:

"(c) Estimated Cost, Base Fee and Award Fee

For the period October 1, 1992 through September 30, 1993, the total estimated budget (cost and fee) is $32,557,000.00. The Estimated cost is $30,525,472.00. The otherwise applicable fixed fee is $1,252,456.00. The base fee is 0% ($0.00) and the maximum award fee is 200% ($2,504,912.00) of the otherwise fixed fee. The base fee plus the maximum award fee is $2,504,912.00."

c. Total contract price remains unchanged.

d. All other terms and conditions remain unchanged.

e. Point of contact is Michael E. Barger, (510) 637-1886.

# AMENDMENT OF SOLICITAT. ./MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE OF PAGES: 1 | 13

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A224 | See block 16c | N/A | |

6. ISSUED BY — CODE
tment of Energy
DOE San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA. 94612-5208

7. ADMINISTERED BY (If other than Item 6) — CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

( ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

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)

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).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)
Clause 7, Obligation of Funds

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

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

See page 2 Of 2

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)
Michael E. Barger
Contracting Officer

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | July 30, 1993 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $708,369,487.52."

| | |
|---|---|
| $708,358,904.84 | Amount obligated through Modification A222 |
| $10,582.68 | Amount obligated by Modification A224 |
| $708,369,487.52 | Amount obligated through Modification A224 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A222 | Obl in A224 | Total to Date |
|---|---|---|---|
| Operating | $535,642,742.50 | ($ 749,271.71) | $534,893,470.79 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,039.364.66 | $ 2,000.00 | $105,041,364.66 |
| Fee | $ 37,481,368.89 | $ 757,854.39 * | $ 38,239,223.28 |
| Total | $708,358,904.84 | $ 10,582.68 | $708,369,487.52 |

* A provisional award fee of $49,765.00, based on 5% of the 2nd Semester FY92 Award Fee of $995,307, in accordance with Contract Modification M176, Clause 6, was used for the period 1 October 1992 - 31 March 1993.

A provisional award fee of $50,239.14, based upon 5% of the 1st Semester FY93 award fee of $1,004,782.83 has been used from the period 1 April 1993 forward.

(See attached sheet for calculation of award fee adjustment.)

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 4 through 13, to this Modification.

**ETEC CONTRACT No. DE-AC03-76SF00700**
**CALCULATION OF AWARD FEE ADJUSTMENT**
**MODIFICATION A224**

| TIME PERIOD | ACTUAL AWARD FEE DUE | PROVISIONAL AWARD FEE DUE | (LESS PROVISIONAL AWARD FEE PAID) | TOTAL AWARD FEE DUE |
|---|---|---|---|---|
| October 1992 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| November 1992 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| December 1992 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| January 1993 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| February 1993 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| March 1993 | $ 167,463.83 | | ($ 49,765) | $ 117,698.83 |
| | | | **Total Award Fee due for 1st Semester FY 93** | **$ 706,192.83** |
| | | **The following Provisional Award Fee is based upon 5% of the 1st Semester FY93 Award Fee of $1,004,782.83** | | **The following indicates the Provisional Award Fee due for Apr - Jul 1993** |
| April 1993 | | $50,239.14 | ($49,765) | $ 474.14 |
| May 1993 | | $50,239.14 | ($49,765) | $ 474.14 |
| June 1993 | | $50,239.14 | ($49,765) | $ 474.14 |
| July 1993 | | $50,239.14 | | $ 50,239.14 |
| | | | **Total Award Fee Adjustment For April, May, June, and Award Fee for July 1993:** | **$ 51,661.56** |
| | | | **TOTAL AWARD FEE DUE FOR MOD 224:** | **$ 757,854.39** |

CONTRACT DE-AC03-76SF00700
MODIFICATION A224
JULY 1993



| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 224 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 53,000.00 | 53,000.00 | 0.00 |
| EF-78-02-01-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 123,000.00 | 123,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (708,000.00) | (718,000.00) | 10,000.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,460,000.00 | 13,460,000.00 | 0.00 |
| Subtotal AF | 12,752,000.00 | 12,742,000.00 | 10,000.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,671,000.00 | 3,671,000.00 | 0.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 4,543,000.00 | 4,543,000.00 | 0.00 |
| EX-31-20-09-0 | 1,197,000.00 | 1,197,000.00 | 0.00 |
| Subtotal EX | 9,818,000.00 | 9,818,000.00 | 0.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 22,590,000.00 | 22,580,000.00 | 10,000.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 31,845.00 | 0.00 |
| WN-02-19-06-0 | 993,000.00 | 37,000.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,468,845.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-35-91 | | | |
| AF-80-10-00-0 | 500,000.00 | 500,000.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 500,000.00 | 500,000.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-35-10-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 | 95,000.00 | 95,000.00 | 0.00 |
| EW-40-50-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 565,000.00 | 565,000.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,187,371.89 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |

OPERATING

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | (1,000.00) | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | (4,847.24) |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM15-00-00-0 | 0.00 | 0.00 | (1,570.08) |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| EB-26-00-00-0 | 0.00 | (5,502.81) | 0.00 |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (29,740.98) | (6,417.32) |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.16) | 0.00 |
| NP-05-01-00-0 | 0.00 | (0.29) | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| TOTAL OPERATING | 32,223,950.00 | 30,126,948.94 | 3,582.68 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.95) | 0.00 |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,028.43) | 0.00 |
| TOTAL EQUIPMENT | 192,842.00 | 191,971.57 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 17,000.00 | 15,000.00 | 2,000.00 |
| TOTAL 39 WB | 17,000.00 | 15,000.00 | 2,000.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | 215,000.00 | 2,000.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 217,000.00 | 203,258.66 | 2,000.00 |
| REIMBURSABLE WORK | | | |
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 3,791.00 | 46,512.00 | 0.00 |
| 40-10-01-02-0 | 140,000.00 | 140,000.00 | 0.00 |
| 40-10-01-06-0 | 474,760.85 | 474,760.85 | 5,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 572,000.00 | 661,272.85 | 5,000.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 274,686.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 274,686.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 1,834,000.00 | 935,958.85 | 5,000.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 34,467,792.00 | 31,458,138.02 | 10,582.68 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEME
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JUNE | MOD 224 | CUMULATIVE THRU JULY |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-DEFENSE D&D | | | | | |
| EX | 2010401 | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX | 2010402 | SF148820 | ETEC D&D | 4,543,000.00 | 0.00 | 4,543,000.00 |
| EX | 2010101 | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX | 2010201 | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX | 2010301 | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX | 2010202 | SF148810 | REMEDIAL ACTION | 1,187,371.89 * | 0.00 | 1,187,371.89 |
| | SUBTOTAL | | | (0.00) | 0.00 | (0.00) |
| EX | 2010102 | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX | 2010401 | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX | 2010402 | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| | SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| EX | 2010202 | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX | 2010301 | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 747,000.00 | 0.00 | 747,000.00 |
| EX | 2010301 | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,924,000.00 | 0.00 | 2,924,000.00 |
| | | | | 3,671,000.00 | 0.00 | 3,671,000.00 |
| | DEFENSE D&D | | | | | |
| EW | 2010401 | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW | 2010402 | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| | SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | | 8,621,000.00 | 0.00 | 8,621,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).
** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

| & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JUNE | MOD 224 | CUMULATIVE THRU JULY |
|---|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | | |
| EW311001 | | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | | |
| EX312009 | | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 1,197,000.00 | 0.00 | 1,197,000.00 |
| TOTAL, WASTE MANAGEMENT | | | | 1,397,000.00 | 0.00 | 1,397,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | | |
| EW4010 | | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW4020 | | SF332001 | TRANSURANIC FR AQUEOUS WST STREAM | 95,000 | 0.00 | 95,000.00 |
| EW4050 | | SF325001 | TPM-DETAILEE | 70,000.00 | 0.00 | 70,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | | 365,000.00 | 0.00 | 365,000.00 |
| TOTAL, ERWM | | | | 10,383,000.00 | 0.00 | 10,383,000.00 |

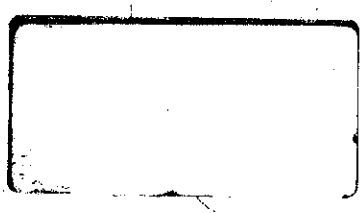
SUPPORTING DATA SHEET
CONTRACT NO. DE-AC03-76SF00700
MODIFICATION NO. A224

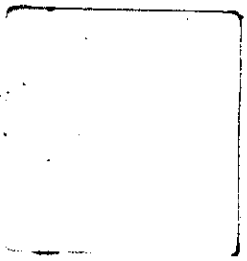
This modification provides incremental funding for the contract effort as specified by DOE SF (FMD). Funds in the amount of $10,582.68 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds in each area is on file in the contract folder.

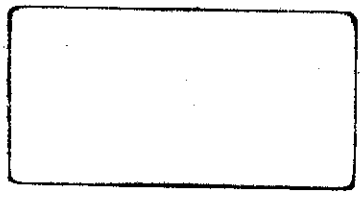
| Cost Category | Obl thru A222 | Obl in A224 | Total to Date |
|---|---|---|---|
| Operating | $535,642,742.50 | ($ 749,271.71) | $534,893,470.79 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,039.364.66 | $ 2,000.00 | $105,041,364.66 |
| Fee | $ 37,481,368.89 | $ 757,854.39 * | $ 38,239,223.28 |
| Total | $708,358,904.84 | $ 10,582.68 | $708,369,487.52 |

* This amount consists of award fee and provisional fee, calculated as shown on the following page.

Michael E. Barger
Contracting Officer







**ETEC CONTRACT No. DE-AC03-76SF00700**
**CALCULATION OF AWARD FEE ADJUSTMENT**
**MODIFICATION A224**

| TIME PERIOD | ACTUAL AWARD FEE DUE | PROVISIONAL AWARD FEE DUE | (LESS PROVISIONAL AWARD FEE PAID) | TOTAL AWARD FEE DUE |
|---|---|---|---|---|
| October 1992 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| November 1992 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| December 1992 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| January 1993 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| February 1993 | $ 167,463.80 | | ($ 49,765) | $ 117,698.80 |
| March 1993 | $ 167,463.83 | | ($ 49,765) | $ 117,698.83 |
| | | | **Total Award Fee due for 1st Semester FY 93** | **$ 706,192.83** |
| | | **The following Provisional Award Fee is based upon 5% of the 1st Semester FY93 Award Fee of $1,004,782.83** | | **The following indicates the Provisional Award Fee due for Apr - Jul 1993** |
| April 1993 | | $50,239.14 | ($49,765) | $ 474.14 |
| May 1993 | | $50,239.14 | ($49,765) | $ 474.14 |
| June 1993 | | $50,239.14 | ($49,765) | $ 474.14 |
| July 1993 | | $50,239.14 | | $ 50,239.14 |
| | | | **Total Award Fee Adjustment For April, May, June, and Award Fee for July 1993:** | **$ 51,661.56** |
| | | | **TOTAL AWARD FEE DUE FOR MOD 224:** | **$ 757,854.39** |

FUNDING SUMMARY SHEET
FOR
INTEGRATED CONTRACTORS

CONTRACTOR ETEC

CONTRACT NO. DE-AC03-76SF00700

MOD NO. A224

| | OPERATION | EQUIPMENT | CONSTRUCTION | FEE | TOTAL |
|---|---|---|---|---|---|
| TOTAL THIS ACTION | ~~<745,271.71>~~ <749,271.71> | ~~0~~ | ~~<2,000.00>~~ 2,000.00 | 757,854.39 | 10,582.68 |
| PRIOR CUMULATIVE | 535,642,742.50 | 30,195,428.79 | 105,039,364.66 | 37,481,368.89 | 708,358,904.84 |
| NEW CUMULATIVE | ~~534,897,470.79~~ 534,893,470.79 | 30,195,428.79 | ~~103,039,364.66~~ 105,041,364.66 | 38,239,223.28 | 708,369,487.52 |

OPERATIONS = OPERATING + REIMB. - FED + REIMB.- NON-FED + TECH TRANS

| | | | | |
|---|---|---|---|---|
| 8,582.68 | 3,582.68 | 5,000.00 | 0 | 0 |

Required Signatures:

Budget:

Preparation/Review

Preparer: ~~Gail Brown~~ Date 7/30/93
Reviewer: ~~[illegible]~~ Date ~~7/30/93~~

Accounting:

Reservation/Obligation (RO)

Entered: B. Dawson Date 7-29-93
Validated: JRP Date 7-29-93

Contracts:

Receiver: [signature] Date 7-29-93

FUNDING SUMMARY SHEET
FOR
INTEGRATED CONTRACTORS

CONTRACTOR ETEC

CONTRACT NO. DE-AC03-76SF00700

MOD NO. A224

| | OPERATION | EQUIPMENT | CONSTRUCTION | FEE | TOTAL |
|---|---|---|---|---|---|
| | <749,271.71> | | 2,000.00 | | |
| TOTAL THIS ACTION | ~~<745,271.71>~~ GMD | Ø | ~~<2,000.00>~~ GMB | 757,854.39 | 10,582.68 |
| PRIOR CUMULATIVE | 535,642,742.50 | 30,195,428.79 | 105,039,364.66 | 37,481,368.89 | 708,358,904.84 |
| NEW CUMULATIVE | ~~534,899,743.79~~ GMB 534,893,470.79 | 30,195,428.79 | ~~103,039,364.66~~ GMB 105,041,364.66 | 38,239,223.28 | 708,369,487.52 |

OPERATIONS = OPERATING + REIMB. - FED + REIMB.- NON-FED + TECH TRANS

| | | | | |
|---|---|---|---|---|
| 8,582.68 | 3,582.68 | 5,000.00 | Ø | Ø |

Required Signatures:

Budget:

Preparation/Review

Preparer: [illegible] Date 7/30/93
Reviewer: [illegible] Date 7/30/93

Accounting:

Reservation/Obligation (RO)

Entered: B. Damson Date 7-29-93
Validated: JRP Date 7-29-93

Contracts:

Receiver: [illegible] Date 7-29-93

ENERGY TECHNOLOGY ENGINEERING CENTER

40-60 RECAP
JULY 1993

| B&R | | | AMOUNT |
|---|---|---|---|
| 401001060 | | | $5,000 |
| TOTAL | 40 | $ | 5,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

MOD. A224 JULY 1993

MANUAL INPUT SHEET

| ALLOTMENT | B&R | FUND-TYPE | AMOUNT |
|---|---|---|---|
| SF3493 | 401001060 | 3Y | $5,000.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | PAGE OF PAGES |
|---|---|---|---|---|
| A225 | See block 16c | N/A | | 1 14 |

6. ISSUED BY CODE

Department of Energy
DOE San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA. 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)

## 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). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Clause 7, Obligation of Funds |

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

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

SEE PAGE 2 of 14

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) |
|---|---|
| | Michael E. Barger<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA<br>BY Michael E. Barger<br>(Signature of Contracting Officer) | 16C. DATE SIGNED 09-01-93 |

ATTACHMENT "A"

1. Modification **M214** and Modification **M215** to this contract were to have been administrative modifications, but were never issued and are hereby canceled in their entirety.

2. Modification **A223** is changed to read Modification **M223**. This change is made because the Modification did not change the total cost of the contract and was administrative in nature.

3. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $709,370,487.52."

| | |
|---|---|
| $708,369,487.52 | Amount obligated through Modification A222 |
| $ 1,001,000.00 | Amount obligated by Modification A224 |
| $709,370,487.52 | Amount obligated through Modification A224 |

4. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A224 | Obl in A225 | Total to Date |
|---|---|---|---|
| Operating | $534,893,470.79 | $ 950,760.86 | $535,844,231.65 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,041.364.66 | $ 0.00 | $105,041,364.66 |
| Fee | $ 38,239,223.28 | $ 50,239.14* | $ 38,289,462.42 |
| Total | $708,369,487.52 | $ 1,001,000.00 | $709,370,487.52 |

* A provisional award fee of $50,239.14, based upon 5% of the 1st Semester FY93 award fee of $1,004,782.83 has been used in accordance with Contract Modification M176, Clause 6.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 13, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A225
AUGUST 1993



| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD 225 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| EF-78-02-01-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 73,000.00 | 73,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (708,000.00) | (708,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,460,000.00 | 13,460,000.00 | 0.00 |
| Subtotal AF | 12,752,000.00 | 12,752,000.00 | 0.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,571,000.00 | 3,671,000.00 | (100,000.00) |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 5,626,000.00 | 4,543,000.00 | 1,083,000.00 |
| EX-31-20-09-0 | 1,197,000.00 | 1,197,000.00 | 0.00 |
| Subtotal EX | 10,801,000.00 | 9,818,000.00 | 983,000.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 23,573,000.00 | 22,590,000.00 | 983,000.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 31,845.00 | 0.00 |
| WN-02-19-06-0 | 993,000.00 | 37,000.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,443,000.00 | 6,468,845.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-35-91 | | | |
| AF-80-10-00-0 | 500,000.00 | 500,000.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 500,000.00 | 500,000.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-35-10-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 | 95,000.00 | 95,000.00 | 0.00 |
| EW-40-50-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 565,000.00 | 565,000.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,187,371.89 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | (1,000.00) | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-01-00-0 | 0.00 | (4,847.24) | 0.00 |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM15-00-00-0 | 0.00 | (1,570.08) | 0.00 |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| EB-26-00-00-0 | 0.00 | (5,502.81) | 0.00 |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (36,158.30) | 0.00 |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.16) | 0.00 |
| NP-05-01-00-0 | 0.00 | (0.29) | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| TOTAL OPERATING | 33,156,950.00 | 30,080,531.62 | 983,000.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.95) | 0.00 |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,028.43) | 0.00 |
| TOTAL EQUIPMENT | 192,842.00 | 191,971.57 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 17,000.00 | 17,000.00 | 0.00 |
| TOTAL 39 WB | 17,000.00 | 17,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | 217,000.00 | 0.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 217,000.00 | 205,258.66 | 0.00 |
| REIMBURSABLE WORK | | | |
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 46,512.00 | 46,512.00 | 0.00 |
| 40-10-01-02-0 | 140,000.00 | 140,000.00 | 0.00 |
| 40-10-01-06-0 | 497,760.85 | 479,760.85 | 18,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 684,272.85 | 666,272.85 | 18,000.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 274,686.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 274,686.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 1,946,272.85 | 940,958.85 | 18,000.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 35,513,064.85 | 31,418,720.70 | 1,001,000.00 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993

| PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JULY | MOD 225 | CUMULATIVE THRU AUGUST |
|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | |
| NON-DEFENSE D&D | | | | | |
| EX2010401 | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX2010402 | SF148820 | ETEC D&D | 4,543,000.00 | 1,083,000.00 | 5,626,000.00 |
| EX2010101 | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX2010201 | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX2010301 | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX2010202 | SF148810 | REMEDIAL ACTION | 1,187,371.89 * | 0.00 | 1,187,371.89 |
| SUBTOTAL | | | (0.00) | 0.00 | (0.00) |
| EX2010102 | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX2010401 | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX2010402 | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| _010202 | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX2010301 | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 747,000.00 | (100,000.00) | 647,000.00 |
| EX2010301 | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,924,000.00 | 0.00 | 2,924,000.00 |
| | | | 3,671,000.00 | (100,000.00) | 3,571,000.00 |
| DEFENSE D&D | | | | | |
| EW2010401 | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW2010402 | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | 8,621,000.00 | 983,000.00 | 9,604,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).
** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

| PRN-EQU | ADS# | TITLE | CUMULATIVE THRU JULY | MOD 225 | CUMULATIVE THRU AUGUST |
|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW311001 | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX312009 | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 1,197,000.00 | 0.00 | 1,197,000.00 |
| TOTAL, WASTE MANAGEMENT | | | 1,397,000.00 | 0.00 | 1,397,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | |
| EW4010 | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW4020 | SF332001 | TRANSURANIC FR AQUEOUS WST STREAM | 95,000 | 0.00 | 95,000.00 |
| EW4050 | SF325001 | TPM-DETAILEE | 70,000.00 | 0.00 | 70,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | 365,000.00 | 0.00 | 365,000.00 |
| ERWM | | | 10,383,000.00 | 983,000.00 | 11,366,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

MOD. A225 AUGUST 1993

MANUAL INPUT SHEET

| ALLOTMENT | B&R | FUND-TYPE | AMOUNT |
|---|---|---|---|
| SF3493 | 401001060 | 3Y | $18,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER

40-60 RECAP
AUGUST 1993

| B&R | | AMOUNT |
|---|---|---|
| 401001060 | | $18,000.00 |
| TOTAL | 40 | $18,000.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE | OF |
|---|---|---|
| | 1 | 12 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A226 | See block 16c | N/A | |

6. ISSUED BY CODE

Department of Energy
San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA. 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| (x) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)

## 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Clause 7, Obligation of Funds

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

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

SEE PAGE 2 of 12

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) Michael E. Barger 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 9/24/93 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $709,516,820.49."

| | |
|---|---|
| $709,370,487.52 | Amount obligated through Modification A225 |
| $ 146,332.97 | Amount obligated by Modification A226 |
| $709,516,820.49 | Amount obligated through Modification A226 |

4. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A225 | Obl in A226 | Total to Date |
|---|---|---|---|
| Operating | $535,844,231.65 | ($ 12,406.17) | $535,831,825.48 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,041.364.66 | $ 108,500.00 | $105,149,864.66 |
| Fee | $ 38,289,462.42 | $ 50,239.14* | $ 38,339,701.56 |
| Total | $709,370,487.52 | $ 146,332.97 | $709,516,820.49 |

* A provisional award fee of $50,239.14, based upon 5% of the 1st Semester FY93 award fee of $1,004,782.83 has been used in accordance with Contract Modification M176, Clause 6.

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 13, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A226
SEPTEMBER 1993

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD A226 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 23,000.00 | 3,000.00 | 20,000.00 |
| EF-78-02-01-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 93,000.00 | 73,000.00 | 20,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (708,000.00) | (708,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,530,500.00 | 13,460,000.00 | 70,500.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | (70,500.00) |
| Subtotal AF | 12,822,500.00 | 12,752,000.00 | 0.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,571,000.00 | 3,571,000.00 | 0.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 5,626,000.00 | 5,626,000.00 | 0.00 |
| EX-31-20-09-0 | 1,197,000.00 | 1,197,000.00 | 0.00 |
| Subtotal EX | 10,801,000.00 | 10,801,000.00 | 0.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 23,643,500.00 | 23,573,000.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 10,000.00 | 0.00 | 10,000.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 31,845.00 | 0.00 |
| WN-02-19-06-0 | 993,000.00 | 37,000.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,453,000.00 | 6,468,845.00 | 10,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-35-91 | | | |
| AF-80-10-00-0 | 500,000.00 | 500,000.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 500,000.00 | 500,000.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-35-10-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 | 95,000.00 | 95,000.00 | 0.00 |
| EW-40-50-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 565,000.00 | 565,000.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,187,371.89 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |

OPERATING

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | (1,000.00) | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-01-00-0 | 0.00 | (4,847.24) | 0.00 |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM-15-00-00-0 | 0.00 | (1,570.08) | 0.00 |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| EB-26-00-00-0 | 0.00 | (5,502.81) | 0.00 |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (36,158.30) | 0.00 |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.16) | 0.00 |
| NP-05-01-00-0 | 0.00 | (0.29) | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-30-91 | | | |
| 82-02-01 (AN2006000) (METC) (ALC# 89000006) (CID# M3MC24258) | 7,300.00 | 0.00 | 7,300.00 |
| | 7,300.00 | 0.00 | 7,300.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-30-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 532.97 | 0.00 | 532.97 |
| | 532.97 | 0.00 | 532.97 |
| TOTAL OPERATING | 33,265,282.97 | 31,063,531.62 | 37,832.97 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.95) | 0.00 |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,028.43) | 0.00 |
| TOTAL EQUIPMENT | 192,842.00 | 191,971.57 | 0.00 |

| CONSTRUCTION | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 125,500.00 | 17,000.00 | 108,500.00 |
| TOTAL 39 WB | 125,500.00 | 17,000.00 | 108,500.00 |
| TOTAL ENERGY SUPPLY R&D | 325,500.00 | 217,000.00 | 108,500.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 325,500.00 | 205,258.66 | 108,500.00 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 46,512.00 | 46,512.00 | 0.00 |
| 40-10-01-02-0 | 140,000.00 | 140,000.00 | 0.00 |
| 40-10-01-06-0 | 497,760.85 | 497,760.85 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 684,272.85 | 684,272.85 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 274,686.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 274,686.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 1,946,272.85 | 958,958.85 | 0.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 35,729,897.82 | 32,419,720.70 | 146,332.97 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| B & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU AUGUST | MOD 226 | CUMULATIVE THRU SEPTEMBER 20 |
|---|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | | |
| | NON-DEFENSE D&D | | | | | |
| EX2010401 | | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX2010402 | | SF148820 | ETEC D&D | 5,626,000.00 | 0.00 | 5,626,000.00 |
| EX2010101 | | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX2010201 | | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX2010301 | | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX2010202 | | SF148810 | REMEDIAL ACTION | 1,187,371.89 * | 0.00 | 1,187,371.89 |
| SUBTOTAL | | | | (0.00) | 0.00 | (0.00) |
| EX2010102 | | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX2010401 | | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX2010402 | | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| SUBTOTAL | | | | 0.00 | 0.00 | 0.00 |
| EX2010202 | | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX2010301 | | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 647,000.00 | 0.00 | 647,000.00 |
| EX2010301 | | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,924,000.00 | 0.00 | 2,924,000.00 |
| | | | | 3,571,000.00 | 0.00 | 3,571,000.00 |
| | DEFENSE D&D | | | | | |
| EW2010401 | | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW2010402 | | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| SUBTOTAL | | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | | 9,604,000.00 | 0.00 | 9,604,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).
** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

| & R | PRN-EQU | ADSs | TITLE | CUMULATIVE THRU JULY | MOD 225 | CUMULATIVE THRU AUGUST |
|---|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | | |
| EW311001 | | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | | |
| EX312009 | | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 1,197,000.00 | 0.00 | 1,197,000.00 |
| TOTAL, WASTE MANAGEMENT | | | | 1,397,000.00 | 0.00 | 1,397,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | | |
| EW4010 | | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW4020 | | SF332001 | TRANSURANIC FR AQUEOUS WST STREAM | 95,000 | 0.00 | 95,000.00 |
| EW4050 | | SF325001 | TPM-DETAILEE | 70,000.00 | 0.00 | 70,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | | 365,000.00 | 0.00 | 365,000.00 |
| TOTAL, ERWM | | | | 11,366,000.00 | 0.00 | 11,366,000.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A227 | See block 16c | N/A | |

6. ISSUED BY CODE

Department of Energy
OE San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA. 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

( ) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) October 1, 1966

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 ex tended.

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 offe submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDG MENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL 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 o 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)

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 offic 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)
Clause 7, Obligation of Funds

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

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

SEE PAGE 2 OF 15

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) Michael E. Barger 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 9-30-93 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $709,574,042.10."

| | |
|---|---|
| $709,516,820.49 | Amount obligated through Modification A226 |
| $ 57,221.61 | Amount obligated by Modification A227 |
| $709,574,042.10 | Amount obligated through Modification A227 |

4. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A226 | Obl in A227 | Total to Date |
|---|---|---|---|
| Operating | $535,831,825.48 | $ 25,630.03 | $535,857,455.51 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,149,864.66 | $ 31,591.58 | $105,181,456.24 |
| Fee | $ 38,339,701.56 | $ 0.00 | $ 38,339,701.56 |
| Total | $709,516,820.49 | $ 57,221.61 | $709,574,042.10 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 13, to this Modification.

| OPERATING | FY 1993 B/A | PRIOR FUNDING | MOD A227 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EC-26-03-00-00-0 | 23,000.00 | 23,000.00 | 0.00 |
| EF-78-02-01-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 93,000.00 | 93,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | (708,000.00) | (708,000.00) | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 13,530,500.00 | 13,530,500.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | (70,500.00) | 0.00 |
| Subtotal AF | 12,822,500.00 | 12,752,000.00 | 0.00 |
| EX-20-10-20-2 | 77,000.00 | 77,000.00 | 0.00 |
| EX-20-10-30-1 | 3,571,000.00 | 3,571,000.00 | 0.00 |
| EX-20-10-40-1 | 330,000.00 | 330,000.00 | 0.00 |
| EX-20-10-40-2 | 5,626,000.00 | 5,626,000.00 | 0.00 |
| EX-31-20-09-0 | 1,197,000.00 | 1,197,000.00 | 0.00 |
| Subtotal EX | 10,801,000.00 | 10,801,000.00 | 0.00 |
| WB-00-00-00-0 | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 23,643,500.00 | 23,573,000.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-38-91 | | | |
| WA-50-02-01-0 | 10,000.00 | 10,000.00 | 0.00 |
| WN-01-19-07-0 | 7,400,000.00 | 6,400,000.00 | 0.00 |
| WN-02-19-04-2 | 50,000.00 | 31,845.00 | 0.00 |
| WN-02-19-06-0 | 993,000.00 | 37,000.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 8,453,000.00 | 6,478,845.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-35-91 | | | |
| AF-80-10-00-0 | 500,000.00 | 500,000.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 500,000.00 | 500,000.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| EF780201 | 0.00 | (45,081.03) | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | (45,081.03) | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-31-10-01-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-10-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-35-10-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 | 95,000.00 | 95,000.00 | 0.00 |
| EW-40-50-00-0 | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 565,000.00 | 565,000.00 | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | (8,844,300.00) | (8,844,300.00) | 0.00 |
| 88-01-01-00-0 | 8,844,300.00 | 8,844,300.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| DEFENSE OTHER | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-33-91 | | | |
| KV-01-00-00-0 | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL KV | 3,000.00 | 3,000.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| EX-20-10-10-1 | 0.00 | (366.71) | 0.00 |
| EX-20-10-20-1 | 0.00 | (267,655.38) | 0.00 |
| EX-20-10-30-1 | 0.00 | (919,349.80) | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 1,187,371.89 | 0.00 |
| EX-20-10-10-2 | 0.00 | (2,277,413.14) | 0.00 |
| EX-20-10-40-1 | 0.00 | (95,040.31) | 0.00 |
| EX-20-10-40-2 | 0.00 | 2,372,453.45 | 0.00 |
| TOTAL EX | 0.00 | (0.00) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-32-91 | | | |
| EW-20-10-40-1 | 0.00 | (31,726.07) | 0.00 |
| EW-20-10-40-2 | 0.00 | 31,726.07 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-35-91 | | | |
| ED-31-02-00-0 | 0.00 | (5.80) | 0.00 |
| ED-39-03-00-0 | 0.00 | (28.83) | 0.00 |
| EF-77-01-04-0 | 0.00 | (3,479.68) | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | (3,514.31) | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-33-91 | | | |
| AA-15-20-30-0 | 0.00 | (7,273.29) | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | (7,273.29) | 0.00 |

| OPERATING | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| AF-11-10-30-0 | 0.00 | (221.16) | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | (1,000.00) | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | (50.00) | (74.15) | 0.00 |
| AM-10-01-00-0 | 0.00 | (4,847.24) | 0.00 |
| AM-10-02-00-0 | 0.00 | (1.51) | 0.00 |
| AM-15-00-00-0 | 0.00 | (1,570.08) | 0.00 |
| AM-18-00-00-0 | 0.00 | (0.01) | 0.00 |
| EB-26-00-00-0 | 0.00 | (5,502.81) | 0.00 |
| WG-04-00-00-0 | 0.00 | (22,941.34) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (50.00) | (36,158.30) | 0.00 |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 820101 (NP0501) | 0.00 | (27,286.16) | 0.00 |
| NP-05-01-00-0 | 0.00 | (0.29) | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | (27,286.45) | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-30-91 | | | |
| 82-02-01 (AN2006000) (METC) (ALC# 89000006) (CID# M3MC24258) | 7,300.00 | 7,300.00 | 0.00 |
| | 7,300.00 | 7,300.00 | 0.00 |

| | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-30-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 0.00 | 532.97 | (532.97) |
| | 0.00 | 532.97 | (532.97) |
| TOTAL OPERATING | 33,264,750.00 | 31,101,364.59 | (532.97) |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 200,000.00 | 200,000.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 35-AF-20-60-0 | (7,158.00) | (7,158.95) | 0.00 |
| 35-EB-26-00-0 | 0.00 | (869.48) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | (7,158.00) | (8,028.43) | 0.00 |
| TOTAL EQUIPMENT | 192,842.00 | 191,971.57 | 0.00 |

| CONSTRUCTION | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-34-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL 39 AF | 200,000.00 | 200,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 156,500.00 | 125,500.00 | 31,591.58 |
| TOTAL 39 WB | 156,500.00 | 125,500.00 | 31,591.58 |
| TOTAL ENERGY SUPPLY R&D | 356,500.00 | 325,500.00 | 31,591.58 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-31-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | (11,727.63) | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | (13.71) | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | (11,741.34) | 0.00 |
| TOTAL CONSTRUCTION | 356,500.00 | 313,758.66 | 31,591.58 |

| REIMBURSABLE WORK | FY 1993 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-30-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-34-93 | | | |
| 40-04-09-90-0 | 46,512.00 | 46,512.00 | 0.00 |
| 40-10-01-02-0 | 166,163.00 | 140,000.00 | 26,163.00 |
| 40-10-01-06-0 | 497,760.85 | 497,760.85 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 710,435.85 | 684,272.85 | 26,163.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-34-92 | | | |
| 60-03-01-01-0 | 1,262,000.00 | 274,686.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,262,000.00 | 274,686.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 1,972,435.85 | 958,958.85 | 26,163.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 35,786,527.85 | 32,566,053.67 | 57,221.61 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| PRN-EQU | ADSs | TITLE | CUMULATIVE THRU SEPTEMBER 20 | MOD 227 | CUMULATIVE THRU SEPTEMBER 30 |
|---|---|---|---|---|---|
| WASTE MANAGEMENT PROGRAM - DEFENSE | | | | | |
| EW311001 | SF4017 | TIGER TEAM RESPONSE | 200,000.00 | 0.00 | 200,000.00 |
| WASTE MANAGEMENT PROGRAM - NON-DEFENSE | | | | | |
| EX312009 | SF3921 | FACILITY OPERATIONS AND MAINTENANCE | 1,197,000.00 | 0.00 | 1,197,000.00 |
| TOTAL, WASTE MANAGEMENT | | | 1,397,000.00 | 0.00 | 1,397,000.00 |
| TECHNOLOGY DEVELOPMENT PROGRAM | | | | | |
| EW4010 | SF321106 | STATISTICAL SUPPORT | 200,000.00 | 0.00 | 200,000.00 |
| EW4020 | SF332001 | TRANSURANIC FR AQUEOUS WST STREAM | 95,000 | 0.00 | 95,000.00 |
| EW4050 | SF325001 | TPM-DETAILEE | 70,000.00 | 0.00 | 70,000.00 |
| TOTAL, TECHNOLOGY DEVELOPMENT | | | 365,000.00 | 0.00 | 365,000.00 |
| TOTAL, ERWM | | | 11,366,000.00 | 0.00 | 11,366,000.00 |

ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)
FY 1993



| R PRN-EQU | ADSs | TITLE | CUMULATIVE THRU SEPTEMBER 20 | MOD 227 | CUMULATIVE THRU SEPTEMBER 30 |
|---|---|---|---|---|---|
| ENVIRONMENTAL RESTORATION PROGRAM | | | | | |
| NON-DEFENSE D&D | | | | | |
| EX2010401 | SF148820 | ETEC D&D | 330,000.00 | 0.00 | 330,000.00 |
| EX2010402 | SF148820 | ETEC D&D | 5,626,000.00 | 0.00 | 5,626,000.00 |
| EX2010101 | SF148810 | REMEDIAL ACTION | (366.71)* | 0.00 | (366.71) |
| EX2010201 | SF148810 | REMEDIAL ACTION | (267,655.38)* | 0.00 | (267,655.38) |
| EX2010301 | SF148810 | REMEDIAL ACTION | (919,349.80)* | 0.00 | (919,349.80) |
| EX2010202 | SF148810 | REMEDIAL ACTION | 1,187,371.89 * | 0.00 | 1,187,371.89 |
| SUBTOTAL | | | (0.00) | 0.00 | (0.00) |
| EX2010102 | SF148820 | ETEC D&D | (2,277,413.14)* | 0.00 | (2,277,413.14) |
| EX2010401 | SF148820 | ETEC D&D | (95,040.31)* | 0.00 | (95,040.31) |
| EX2010402 | SF148820 | ETEC D&D | 2,372,453.45 * | 0.00 | 2,372,453.45 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| 2010202 | SF148810 | REMEDIAL ACTION | 77,000.00 | 0.00 | 77,000.00 |
| EX2010301 | SF148830 | ETEC PROGRAM MANAGEMENT SUPPORT | 647,000.00 | 0.00 | 647,000.00 |
| EX2010301 | SFHQ5007AA | MOLTEN SALT OXIDATION PROJECT | 2,924,000.00 | 0.00 | 2,924,000.00 |
| | | | 3,571,000.00 | 0.00 | 3,571,000.00 |
| DEFENSE D&D | | | | | |
| EW2010401 | SF148820 | ETEC D&D (ROCKWELL D&D) | (31,726.07)** | 0.00 | (31,726.07) |
| EW2010402 | SF148820 | ETEC D&D (ROCKWELL D&D) | 31,726.07 ** | 0.00 | 31,726.07 |
| SUBTOTAL | | | 0.00 | 0.00 | 0.00 |
| TOTAL, ENVIRONMENTAL RESTORATION | | | 9,604,000.00 | 0.00 | 9,604,000.00 |

* Reallocate FY 92 carry over funds to B&R EX2010202 (Jan).
** Reallocate FY 92 carry over funds to B&R EW201040 (Jan).

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| M228 | See Block 16c | N/A | |

**6. ISSUED BY** CODE
Department of Energy
San Francisco Operations Office
1301 Clay Street, Room 700
Oakland, California 94612-5208

**7. ADMINISTERED BY (If other than Item 6)** CODE

**8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)**
Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, California 91304

(If) **9A. AMENDMENT OF SOLICITATION NO.**

**9B. DATED (SEE ITEM 11)**

X **10A. MODIFICATION OF CONTRACT/ORDER NO.** DE-AC03-76SF00700

**10B. DATED (SEE ITEM 13)** October 1, 1966

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)**

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

(If) 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 ATTACHMENT "A" ATTACHED.

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) |
|---|---|
| Joseph A. Klein, Contract Administrator, ROCKWELL INTERNATIONAL CORPORATION, Rocketdyne Division | Michael E. Barger<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| Joseph A. Klein (Signature of person authorized to sign) | 9-30-93 | BY Michael E. Barger (Signature of Contracting Officer) | 9-30-93 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

EXECUTED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

# ATTACHMENT "A"

1. This is a letter modification to extend Contract No. DE-AC03-76SF00700, for a period of one year, provide a new Statement of Work; add new clauses as required by statute and provide for a provisional fee for a period of ninety (90) days. A Cost Plus Fixed Fee contract modification is contemplated by the Department of Energy (DOE).

2. Clause 2, **DEAR 970.5204-37 - STATEMENT OF WORK**. The following Statement of Work is to be used for the period October 1, 1993 through September 30, 1994.

" **STATEMENT OF WORK**

(a) **General**

The Contractor shall, in accordance with the terms and conditions of this Contract, manage, operate, and maintain the Energy Technology Engineering Center (ETEC), and perform:

**(1)** Development, qualification & proof testing of materials, systems and components developed for use in energy; power conversion; liquid metal components & systems; building safety and construction; Environmental Restoration & Waste Management (ERWM) technologies and transportation technologies; and space and defense programs.

**(2)** Engineering consultation to the Government and its Contractors or Subcontractors in those areas of unique expertise. Activities could include: planning, analysis, design evaluation, component development, engineering support including the technical management of other Government prime or subcontracts.

**(3)** Training programs to advance the understanding of the design, performance, maintenance, reliability, and other operational features in those areas of unique expertise.

**(4)** Apply appropriate codes, standards, procedures, and quality assurance programs in carrying out the work under the Contract and in assuring compliance with environmental protection, safety, and health requirements.

**(5)** Attend, coordinate and support meetings, conferences and workshops as directed by the DOE San Francisco Operations Office (DOE/SF) Program Manager or designee.

**(b) Management and Operating Contract**

As the management & operating contractor for ETEC, the Contractor shall:

**(1)** Procure by subcontract the construction of new facilities or the alteration or repair of Government-owned facilities at ETEC, subject to the requirements set forth in the clause entitled "Government Facility Subcontract Approval."

**(2)** Prepare site development plans and perform the maintenance work necessary for the efficient operation of the facilities. This may include site surveys, continuing surveillance, deactivation, decontamination, decommissioning of buildings or facilities, remedial cleanup actions of contaminated soil and groundwater sites, and disposal of hazardous substances.

**(3)** Use its best efforts to assure that the significant results of classified and unclassified scientific and technical work performed under the Contract are reported to the DOE. The Contractor shall furnish in a timely fashion under this Contract such reports as are requested or directed by the DOE.

**(4)** Formulate, present to, and discuss with DOE, proposed annual work programs, in accordance with instructions and budgetary guidance furnished by the DOE, and the procedures delineated in the clause entitled "Program Development and Financial Plans; Estimated and Cost Information; Obligation of Funds; Notice". In any event, the work programs will be identified and issued by the DOE in Work Authorizations, Program Letters and Financial Plans to the Contractor, and will cover the performance of work contemplated by this clause entitled "Statement of Work." Revised Work Authorizations, Program Letters or Financial Plans may be issued by the DOE from time to time.

**(5)** Make known the availability of ETEC resources to non-DOE potential users, and, subject to DOE approval, identify and enter into appropriate agreements and cooperative ventures that promote the transfer of technology, and utilize ETEC skills and capabilities to support energy development activities in the public and private sectors, in accordance with Public Law 96-480, "Stevenson-Wydler Technology Innovation Act" and DOE technology transfer policy and guidance.

**(6)** As a result of the anticipated completion of Nuclear Energy (NE) involvement at ETEC, investigate and pursue an alternate mission(s) to replace the previous nuclear energy research mission. In parallel with the new mission

investigation, prepare the ETEC site facilities for turnover to ERWM at the end of this contract period, if a new mission to support the continued operation of ETEC is not established.

**(c) Work and Services**

The foregoing work and services shall be conducted in accordance with and subject to the following:

**(1)** The DOE shall have the right to occupy or to permit others (governmental or private) to occupy, use, and/or operate any portion of ETEC from time to time upon such terms as DOE may deem appropriate provided that:

**(i)** DOE will require others to comply with all health and safety rules and regulations applicable to that portion of the ETEC involved.

**(ii)** DOE will hold the Contractor harmless against; (i) loss of, or damage to, Government property and property of the contractor, and

**(iii)** third party liability, arising out of such occupation, use and/or operation, except to the extent any loss, damage, or liability is covered by insurance carried by the contractor; or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its fault or negligence, or caused by the fault or negligence of the Contractor and provided such loss, damage or liability would be an unallowable cost under the Contract if the property had been occupied, used, or operated by the Contractor. Any payments under this Clause shall be subject to the availability of appropriated funds.

**(2)** The Contractor shall not use or place its property at the ETEC without the written approval of the DOE unless such property is used in connection with this Contract.

**(d) Contractor Responsibility**

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged and

to be engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor, shall be and remain employees of the Contractor, and shall not be deemed employees of the DOE or the Government; provided that nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants and others whose services are utilized by the Contractor for the work hereunder.

**(e) DOE Authorization Procedures**

The issuance of an authorization by the DOE is required prior to the start of engineering or construction work related to facility construction or alteration.

**(f) Contractor Skill**

The Contractor undertakes and promises to manager operate, and maintain said facilities, and to perform the work and services described in this Contract, upon the terms and conditions herein provided and in accordance with such directions and instructions within the terms of this Contract which the DOE gives to the Contractor from time to time. Subject to such terms and conditions and to such directions and instructions, if any, the Contractor will use its best Judgment, skill, and care in all matters pertaining to the performance of this Contract.

**(g) Acquisition of Materials**

The Contractor shall exert its best efforts to acquire such materials, supplies, equipment, and facilities, required in connection with the work under this Contract which are not furnished by the Government.

**(h) Administration of Subcontracts and Purchase Orders**

The administration of all subcontracts, purchase orders, and other contractual agreements made by the Contractor shall, during the period of this Contract, remain in the Contractor unless and until transferred to the Government or other designee of the DOE, at the direction of, or with the approval of the DOE.

**(i) Organizational Conflicts of Interest**

**(1)** Organizational conflict of interest requirements are set forth in the clause entitled "Organizational Conflicts of Interest - General."

(2) The Contractor may, upon written notice to the DOE, but after conferring with the DOE should the DOE so request, decline to perform or to continue to perform any work of the nature described in this Statement of Work, which the Contractor reasonably believes may result in or develop into an organizational conflict of interest providing such work in progress is brought to an orderly conclusion. The DOE will endeavor to advise the Contractor should the DOE foresee that an organizational conflict of interest may arise out of the performance of any such work. The DOE also agrees, should it conclude that more favorable coverage on this subject is permitted by DOE regulations or policy hereafter adopted, to incorporate at the Contractor's request such more favorable coverage in this Contract without the necessity or additional consideration.

**(j) Security of Federal Automated Systems.**

(1) The Contractor shall ensure that all employees having access to computer systems involved with unclassified sensitive data receive appropriate screening prior to being allowed to access the computer system.

(2) The employee screening process shall embody a satisfactory standard of employee qualification criterion, such as a national agency check and investigation (NACI). The NACI screening process involves a routine check of FBI records, military service, local police files, schools and employers.

(3) The Contractor shall include the requirements for screening of contractor personnel in the statement of work of all subcontracts where access described above is anticipated.

**(k) Release of Information**

The Contractor shall not release to the public informational materials, news releases, or other program explanations, without explicit approval, which may be telephonic in situations of time pressure, from the Public Affairs Officer of the DOE San Francisco Operations Office.

**(l) ETEC Self-Sufficiency**

The Contractor shall provide such technical and laboratory services as may be required to make the ETEC self-sufficient in those areas; however, administrative and support

services shall be furnished from Contractor organizations other than ETEC as approved by the Contracting Officer.

(m) Non-DOE Funded Work/Work for Others

(1) The Contractor may perform the following services, as approved or directed in writing by the Contracting Officer, at ETEC or elsewhere to the extent it is able to do so without substantially interfering with its other work under this contract:

(i) Services incidental and related to the services described in other provisions of this contract;

(ii) Services related to the mission of the contract which are for other Federal agencies and are pursuant to interagency agreements entered into by those agencies and DOE under the Economy Act or other legal authority;

(iii) Services which support other DOE Programs and have been determined by DOE (a) to be within the unique or special engineering and technical capabilities of the Contractor, or (b) to be of such urgency that acquiring them from another source is precluded; and

(iv) Services which are to be performed under DOE's Work for Others Program where DOE has determined that the services are related to the mission of the contract, or are within the special engineering and technical capabilities of the Contractor and are not available on a timely basis and at a reasonable cost from another source.

(2) In performing the work identified in (1)(ii) and (1)(iii) above, the Contractor shall receive transfers of funds therefor from such federal agencies and other cost-type contractors to the extent that such transfer is required by and in accordance with policies adopted from time to time by DOE. The funds received in exchange for such services shall be handled as a part of the advances of Government funds as provided in the clause entitled "Payment and Advances." In the performance of such services, the Contractor is authorized to use facilities, materials, and equipment in its custody under this contract.

(3) The Contractor's request for such approval shall set forth in detail, as described in DOE Order 4300.2A, the nature of the work to be performed, the DOE equipment and facilities and ETEC staff required, and the financial arrangements proposed to pay for the cost of such work.

(4) The performance of non-DOE funded work shall be subject to the provisions of this Contract and to other applicable DOE rules and regulations as may be specifically directed to the Contractor's attention by DOE."

3. **Clause 3,** **TERM OF CONTRACT**, is changed from October 1, 1966 through September 30, 1993 to **October 1, 1966 through September 30, 1994.**

4. The application of **Clause 4,** **PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION**, paragraph (c), **ESTIMATED COST, BASE FEE AND AWARD FEE** is suspended, pending outcome of negotiations.

5. The application of **Clause 5,** **DEAR 970.5204-54, AWARD FEE (DEVIATION)** is suspended, pending outcome of negotiations.

6. **Clause 6,** **PROVISIONAL AWARD FEE** is deleted and replaced with the following:

"**Clause 6,** **PROVISIONAL FEE**

A provisional fee of $50,239 per month, for the period beginning October 1, 1993, for a maximum period of three (3) months, will be paid to Rocketdyne Corporation, unless the release of an approved DOE budget occurs prior to the end of that period. Upon release of an approved budget, negotiations will be entered into, and an appropriate fee determined for the period commencing October 1, 1993. Any fee paid prior to a negotiated fee being agreed upon, shall be deducted from the final negotiated fee and included as a part of the total fee."

7. A "cost type" contract is anticipated for the period October 1, 1993 through September 30, 1994. Any contract language referencing an award fee is not applicable for the period October 1, 1993 through December 31, 1993.

8. The Department of Energy (DOE), San Francisco Operations Office will notify Rocketdyne upon receipt of an approved DOE budget. Rocketdyne agrees to begin promptly, upon notification of the DOE approved budget, to negotiate with DOE the terms of a definitive contract modification.

9. It is anticipated that the definitization of this letter modification will be accomplished not later than January 31, 1994, or sooner, pending release of an approved DOE budget.

10. If agreement on a definitive contract modification to supersede this letter modification is not reached by January 31, 1994, or within any extension of it granted by the Contracting Officer, the Contracting Officer may determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, Rocketdyne shall proceed with work directed under this contract.

11. To the extent consistent with the above paragraphs, all clauses, terms and conditions included in this letter modification and the current contract shall continue in effect, except those that must by their nature apply only to a letter modification.

12. The following clauses are hereby incorporated by reference, and in the case of Clause of 52.203-9, Requirement for Certificate of Procurement Integrity - Modification (NOV 1990), incorporated and attached in full text.

| | |
|---|---|
| a.) FAR 52.230-2 | Cost Accounting Standards (AUG 1992) (Replaces Clause 44, FAR 52.230-3, Cost Accounting Standards (Sep 1987)) |
| b.) FAR 52.225-11 | Restrictions on Certain Foreign Purchases (MAY 1992) |
| c.) FAR 52.219-16 | Liquidated Damages - Small Business Subcontracting Plan (AUG 1989) |
| d.) FAR 52.203-9 | Requirement for Certificate of Procurement Integrity - Modification (NOV 1990) |
| e.) FAR 52.203-13 | Procurement Integrity - Service Contracting (SEP 1990) |
| f.) FAR 52.203-12 | Limitations on Payments to Influence Certain Federal Transactions (JAN 1990) |

| | |
|---|---|
| g.) FAR 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990) |
| h.) DEAR 970.5204-59 | Whisleblower Protection for Contractor Employees (DEC 1992) |
| i.) DEAR 970.5204-33(b) | Priorities and Allocations - Domestic Energy Supplies (JUN 1987) |
| j.) DEAR 970.5204-26 | Nuclear Safety (APR 1984) |
| k.) DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (NOV 1991) |

certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

*Alternate I* (SEP 1990). Procurements using other than sealed bidding procedures:

(c) For procurements, including contract modifications, in excess of $100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed $100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds $100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

**52.203-9 Requirement for Certificate of Procurement Integrity—Modification.**

As prescribed in 3.104-10(b), insert the following clause:

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY—MODIFICATION (NOV 1990)

(a) *Definitions.* The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) *Certification.* As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY—MODIFICATION (NOV 1990)

(1) I, [*Name of certifier*] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (*contract and modification number*).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [*Name of Offeror*] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: *(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity—Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)*_____

_____

_____

_____

*[Signature of the officer or employee responsible for the modification proposal and date]* _____

*[Typed name of the officer or employee responsible for the modification proposal]* _____

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.**

As prescribed in 3.104-10(c), insert the following clause:

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be—

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts—

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may—

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A229 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| (✓) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

See Attachment A

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

See Page 2 of 10

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)* |
|---|---|
| | H. B. JONES<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | EXECUTED | BY *(Signature of Contracting Officer)* | 10/8/93 |

NSN 7540-01-152-8070

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $710,764,742.10."

| | |
|---|---|
| $709,574,042.10 | Amount obligated through Modification M228 |
| $1,190,700.00 | Amount obligated by Modification A229 |
| $710,764,742.10 | Amount obligated through Modification A229 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru M228 | Obl in A229 | Total to Date |
|---|---|---|---|
| Operating | $535,857,455.51 | $1,190,700.00 | $537,048,155.51 |
| Equipment | $30,195,428.79 | $0.00 | $30,195,428.79 |
| Plant | $105,181,456.24 | $0.00 | $105,181,456.24 |
| Fee | $38,339,701.56 | $0.00 | $38,339,701.56 |
| Total | $709,574,042.10 | $1,190,700.00 | $710,764,742.10 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A229
OCTOBER 1993

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A229 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-03-00-00-0 | 0.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 835,000.00 | 0.00 | 835,000.00 |
| Subtotal AF | 835,000.00 | 0.00 | 835,000.00 |
| EX-20-10-20-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-30-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 5,700.00 | 0.00 | 5,700.00 |
| Subtotal EX | 5,700.00 | 0.00 | 5,700.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 840,700.00 | 0.00 | 840,700.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 300,000.00 | 0.00 | 300,000.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 300,000.00 | 0.00 | 300,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER DOE OFFICES (820201) | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EF780201 | 0.00 | 0.00 | 0.00 |
| TOTAL SUPPORT TO SAN | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-35-10-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 0.00 | 50,000.00 |
| EW-40-50-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 50,000.00 | 0.00 | 50,000.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| 88-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| EX-20-10-10-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-30-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-10-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EX | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| ED-31-02-00-0 | 0.00 | 0.00 | 0.00 |
| ED-39-03-00-0 | 0.00 | 0.00 | 0.00 |
| EF-77-01-04-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-43-91 | | | |
| AA-15-20-30-0 | 0.00 | 0.00 | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-11-10-30-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-02-00-0 | 0.00 | 0.00 | 0.00 |
| AM-15-00-00-0 | 0.00 | 0.00 | 0.00 |
| AM-18-00-00-0 | 0.00 | 0.00 | 0.00 |
| EB-26-00-00-0 | 0.00 | 0.00 | 0.00 |
| WG-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 820101 (NP0501) | 0.00 | 0.00 | 0.00 |
| NP-05-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (AN2006000) (METC) (ALC# 89000006) (CID# M3MC24258) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |

| | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 1,190,700.00 | 0.00 | 1,190,700.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-20-60-0 | 0.00 | 0.00 | 0.00 |
| 35-EB-26-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL EQUIPMENT | 0.00 | 0.00 | 0.00 |

| CONSTRUCTION | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| TOTAL 39 AF | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 0.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 0.00 | 0.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 1,190,700.00 | 0.00 | 1,190,700.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF PAGES 10

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A230 | See block 16c | | |

6. ISSUED BY CODE
U.S. Department of Energy
San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE | FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
October 1, 1966

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)*

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

(If) 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)*
Clause 7, Obligation of Funds

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

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

See Page 2 of 10

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)* Michael E. Barger, Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED 11-19-93 |

EXECUTED

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $724,217,957.10."

| | |
|---|---|
| $710,764,742.10 | Amount obligated through Modification A229 |
| $ 13,453,215.00 | Amount obligated by Modification A230 |
| $724,217,957.10 | Amount obligated through Modification A230 |

2. This Modification provides funding with which to terminate Lease Agreement No. R65NJZ86006943, dated May 6, 1986 and as amended by Amendment No. 1, to Lease Agreement, dated June 25, 1987, between Rockwell International Corporation and Townsend and Bottum, Inc., and assigned from Townsend and Bottum, Inc., to GPSI-ETEC, Inc., relating to the ETEC Power Pak Facility.

3. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A229 | Obl in A230 | Total to Date |
|---|---|---|---|
| Operating | $537,048,155.51 | $ 13,402,975.86 | $550,451,131.37 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,181,456.24 | $ 0.00 | $105,181,456.24 |
| Fee | $ 38,339,701.56 | $ 50,239.14 | $ 38,389,940.70 |
| Total | $710,764,742.10 | $ 13,453,215.00 | $724,217,957.10 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A230
NOVEMBER 1993

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-03-00-00-0 | 2,000.00 | 0.00 | 2,000.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 2,000.00 | 0.00 | 2,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-20-70-30-0 | 0.00 | 0.00 | 0.00 |
| AF-65-10-70-0 | 162,000.00 | 0.00 | 162,000.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 14,000,000.00 | 835,000.00 | 13,165,000.00 |
| Subtotal AF | 14,162,000.00 | 835,000.00 | 13,327,000.00 |
| EX-20-10-20-2 (SF148810) | 100,000.00 | 0.00 | 100,000.00 |
| EX-20-10-30-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 19,700.00 | 5,700.00 | 14,000.00 |
| Subtotal EX | 119,700.00 | 5,700.00 | 114,000.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 14,281,700.00 | 840,700.00 | 13,441,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 300,000.00 | 300,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 0.00 | 10,215.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 310,215.00 | 300,000.00 | 10,215.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-35-10-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-40-50-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 50,000.00 | 50,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| 88-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| EX-20-10-10-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-30-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-10-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EX | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| ED-31-02-00-0 | 0.00 | 0.00 | 0.00 |
| ED-39-03-00-0 | 0.00 | 0.00 | 0.00 |
| EF-77-01-04-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-43-91 | | | |
| AA-15-20-30-0 | 0.00 | 0.00 | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-11-10-30-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-02-00-0 | 0.00 | 0.00 | 0.00 |
| AM-15-00-00-0 | 0.00 | 0.00 | 0.00 |
| AM-18-00-00-0 | 0.00 | 0.00 | 0.00 |
| EB-26-00-00-0 | 0.00 | 0.00 | 0.00 |
| WG-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |

OPERATING

| | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 820101 (NP0501) | 0.00 | 0.00 | 0.00 |
| NP-05-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (AN2006000) (METC) (ALC# 89000006) (CID# M3MC24258) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 14,643,915.00 | 1,190,700.00 | 13,453,215.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-20-60-0 | 0.00 | 0.00 | 0.00 |
| 35-EB-26-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL EQUIPMENT | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| TOTAL 39 AF | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 0.00 | 0.00 | 0.00 |
| REIMBURSABLE WORK | | | |
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A230 |
|---|---|---|---|
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 0.00 | 0.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 14,643,915.00 | 1,190,700.00 | 13,453,215.00 |

# AMENDMENT OF SOLICITAT I/MODIFICATION OF CONTRACT

EXECUTED

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A231 | See block 16c | | |

6. ISSUED BY CODE

U.S. Department of Energy
San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (V) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

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

| | |
|---|---|
| (V) | 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)* Clause 7, Obligation of Funds |

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

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

See Page 2 of 10

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)* | |
|---|---|---|---|
| | | Michael E. Barger, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY Michael E. Barger *(Signature of Contracting Officer)* | 12-22-93 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

EXECUTED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $734,988,257.10."

| | |
|---|---|
| $724,217,957.10 | Amount obligated through Modification A230 |
| $ 10,770,300.00 | Amount obligated by Modification A231 |
| $734,988,257.10 | Amount obligated through Modification A231 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A230 | Obl in A231 | Total to Date |
|---|---|---|---|
| Operating | $550,451,131.37 | $ 10,720,060.86 | $561,171,192.23 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,181,456.24 | $ 0.00 | $105,181,456.24 |
| Fee | $ 38,389,940.70 | $ 50,239.14 | $ 38,440,179.84 |
| Total | $724,217,957.10 | $ 10,770,300.00 | $734,988,257.10 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A231
DECEMBER 1993

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-03-00-00-0 | 2,000.00 | 2,000.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 2,000.00 | 2,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 (1) | 23,692,000.00 | 14,000,000.00 | 2,000,000.00 |
| Subtotal AF | 23,854,000.00 | 14,162,000.00 | 2,000,000.00 |
| EX-20-10-20-1 (SF148810) | 115,000.00 | 0.00 | 109,000.00 |
| EX-20-10-20-2 (SF148810) | 577,000.00 | 100,000.00 | 448,000.00 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 0.00 | 507,000.00 |
| EX-20-10-30-1 (SF148810) | 1,073,000.00 | 0.00 | 1,019,000.00 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 0.00 | 320,000.00 |
| EX-31-20-09-0 (SF3921) | 1,790,000.00 | 0.00 | 1,695,000.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 0.00 | 87,000.00 |
| EX-31-10-02-1 (SF3914A) (2) | 75,000.00 | 19,700.00 | 50,300.00 |
| Subtotal EX | 4,610,800.00 | 119,700.00 | 4,235,300.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 28,464,800.00 | 14,281,700.00 | 6,235,300.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 300,000.00 | 4,535,000.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 310,215.00 | 4,535,000.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-40-50-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 50,000.00 | 50,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| 88-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| EX-20-10-10-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-30-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-10-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EX | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| ED-31-02-00-0 | 0.00 | 0.00 | 0.00 |
| ED-39-03-00-0 | 0.00 | 0.00 | 0.00 |
| EF-77-01-04-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-43-91 | | | |
| AA-15-20-30-0 | 0.00 | 0.00 | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-11-10-30-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-02-00-0 | 0.00 | 0.00 | 0.00 |
| AM-15-00-00-0 | 0.00 | 0.00 | 0.00 |
| AM-18-00-00-0 | 0.00 | 0.00 | 0.00 |
| EB-26-00-00-0 | 0.00 | 0.00 | 0.00 |
| WG-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |

OPERATING

| | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 820101 (NP0501) | 0.00 | 0.00 | 0.00 |
| NP-05-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (AN2006000) (METC) (ALC# 89000006) (CID# M3MC24258) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 33,362,015.00 | 14,643,915.00 | 10,770,300.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-20-60-0 | 0.00 | 0.00 | 0.00 |
| 35-EB-26-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL EQUIPMENT | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| TOTAL 39 AF | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 0.00 | 0.00 | 0.00 |
| REIMBURSABLE WORK | | | |
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A231 |
|---|---|---|---|
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 0.00 | 0.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 33,362,015.00 | 14,643,915.00 | 10,770,300.00 |

FOOTNOTES:

(1) DUE TO UNCERTAINTY OF TERMINATION STATUS, FUNDS ARE OBLIGATED TO ETEC ON A MONTHLY BASIS.
(2) Per H/Q, reflected in January AFP

**SUPPORTING DATA SHEET**
**CONTRACT NO. DE-AC03-76SF00700**
**MODIFICATION NO. A231**

This Modification provided incremental funding for the contract effort as specified by DOE SF (FMD). Funds in the amount of $10,770.300.00 are obligated in accordance with the financial plan. Supporting documentation describing the purpose and the amount of funds in each area is on file in the contract folder. This Modification provides funding in support of EM activities at ETEC. This Modification also provides funding with which to complete closeout of all Nuclear energy (NE) activities at the site in FY 1994. It provides for the shutdown of the Sodium Components Test Installation and minimum surveillance and maintenance of NE facilities.

| Cost Category | Obl thru A230 | Obl in A231 | Total to Date |
|---|---|---|---|
| Operating | $550,451,131.37 | $ 10,720,060.86 | $561,171,192.23 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,181,456.24 | $ 0.00 | $105,181,456.24 |
| Fee | $ 38,389,940.70 | $ 50,239.14 | $ 38,440,179.84 |
| Total | $724,217,957.10 | $ 10,770,300.00 | $734,988,257.10 |

Michael E. Barger
Contracting Officer

FUNDING SUMMARY SHEET
FOR
INTEGRATED CONTRACTORS

CONTRACTOR: ETEC
CONTRACT NO: SF00700
MOD NO: A231

| | OPERATIONS | EQUIPMENT | CONSTRUCTION | FEE | TOTAL |
|---|---|---|---|---|---|
| TOTAL THIS ACTION | 10,720,060.86 | 0.00 | 0.00 | 50,239.14 | 10,770,300.00 |
| PRIOR CUMULATIVE | 550,451,131.37 | 30,195,428.79 | 105,181,456.24 | 38,389,940.70 | 724,217,957.10 ✓ |
| NEW CUMULATIVE | 561,171,192.23 | 30,195,428.79 | 105,181,456.24 | 38,440,179.84 | 734,988,257.10 |

| OPERATIONS | = | OPERATING | + | REIMB - FED | + | REIMB - NON-FED | + | TECH TRANS |
|---|---|---|---|---|---|---|---|---|
| 10,770,300.00 | | 10,770,300.00 | | 0.00 | | 0.00 | | 0.00 |

Required Signatures:

Budget: Preparation/Review

Preparer: GALVIN BROWN Date: 12/17/93

Reviewer: _____ Date: 12/17/93

Accounting: Reservation/Obligation (RO)

Entered by: B. Dawson Date: 12-17-93

Validated by: Jill Perry Date: 12/20/93

Contracts:

Receiver: Bobbie Vadnais Date: 12-20-93

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF PAGES 12

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A232 | See block 16c | | |

6. ISSUED BY CODE
U.S. Department of Energy
San Francisco Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED (SEE ITEM 13) October 1, 1966

## 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)

## 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)
Clause 7, Obligation of Funds

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

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

See Page 2 of 12

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) |
|---|---|---|
| | | Michael E. Barger, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA |
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) |

16C. DATE SIGNED Jan 31, 1994

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

EXECUTED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $736,622,734.10."

| | |
|---|---|
| $734,988,257.10 | Amount obligated through Modification A231 |
| $ 1,634,477.00 | Amount obligated by Modification A232 |
| $736,622,734.00 | Amount obligated through Modification A232 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A231 | Obl in A232 | Total to Date |
|---|---|---|---|
| Operating | $561,171,192.23 | $ 1,596,097.00 | $562,767,289.23 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $105,181,456.24 | $ 38,380.00 | $105,219,836.24 |
| Fee | $ 38,440,179.84 | $ 0.00 | $ 38,440,179.84 |
| Total | $734,988,257.10 | $ 1,634,477.00 | $736,622,734.10 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 10, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A232
JANUARY 1994

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-03-00-00-0 | 2,000.00 | 2,000.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 2,000.00 | 2,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-65-10-90-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 (1) | 23,692,000.00 | 16,000,000.00 | 0.00 |
| Subtotal AF | 23,854,000.00 | 16,162,000.00 | 0.00 |
| EX-20-10-20-1 (SF148810) | 115,000.00 | 109,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 577,000.00 | 548,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 507,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,073,000.00 | 1,019,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 320,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,790,000.00 | 1,695,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 87,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) (2) | 75,000.00 | 70,000.00 | 0.00 |
| Subtotal EX | 4,610,800.00 | 4,355,000.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 28,464,800.00 | 20,517,000.00 | 0.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,845,215.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-40-50-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 50,000.00 | 50,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| 88-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| PRIOR YEAR ADJUSTMENTS | | | |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| EX-20-10-10-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-30-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-10-2 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EX-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EX | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-20-10-40-1 | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 | 0.00 | 0.00 | 0.00 |
| TOTAL EW | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| PRIOR YEAR DEOBIGATIONS | | | |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| ED-31-02-00-0 | 0.00 | 0.00 | 0.00 |
| ED-39-03-00-0 | 0.00 | 0.00 | 0.00 |
| EF-77-01-04-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | 0.00 |
| FOSIL ENERGY | | | |
| APPROPRIATION: 89X0213.91 FT:JA | | | |
| Allotment: SF-43-91 | | | |
| AA-15-20-30-0 | 0.00 | 0.00 | 0.00 |
| TOTAL FOSIL ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-11-10-30-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-20-0 | 0.00 | 0.00 | 0.00 |
| AF-20-60-10-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-20-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-02-00-0 | 0.00 | 0.00 | 0.00 |
| AM-15-00-00-0 | 0.00 | 0.00 | 0.00 |
| AM-18-00-00-0 | 0.00 | 0.00 | 0.00 |
| EB-26-00-00-0 | 0.00 | 0.00 | 0.00 |
| WG-04-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| NEW PRODUCTION REACTORS | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 820101 (NP0501) | 0.00 | 0.00 | 0.00 |
| NP-05-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCITON REACTORS | 0.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 0.00 | 21,097.00 |
| | 21,097.00 | 0.00 | 21,097.00 |
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 33,383,112.00 | 25,414,215.00 | 21,097.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| PRIOR YR. DEOB. | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-20-60-0 | 0.00 | 0.00 | 0.00 |
| 35-EB-26-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL EQUIPMENT | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| TOTAL 39 AF | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 40,400.00 | 0.00 | 38,380.00 |
| TOTAL 39 WB | 40,400.00 | 0.00 | 38,380.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| TOTAL ENERGY SUPPLY R&D | 40,400.00 | 0.00 | 38,380.00 |
| PRIOR YR DEOBS | | | |
| NEW PRODUCTION REACTORS - P&E | | | |
| APPROPRIATION: 89X0241.91 FT:TD | | | |
| Allotment: SF-41-91 | | | |
| 39-NP-01-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| 39-NP-02-00-0 88D154 | 0.00 | 0.00 | 0.00 |
| TOTAL NEW PRODUCTION REACTORS | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 40,400.00 | 0.00 | 38,380.00 |
| REIMBURSABLE WORK | | | |
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 75,000.00 | 0.00 | 75,000.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 75,000.00 | 0.00 | 75,000.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A232 |
|---|---|---|---|
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-02-0 | 1,500,000.00 | 0.00 | 1,500,000.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,500,000.00 | 0.00 | 1,500,000.00 |
| TOTAL REIMBURSABLE WORK | 1,575,000.00 | 0.00 | 1,575,000.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 34,998,512.00 | 25,414,215.00 | 1,634,477.00 |

FOOTNOTES:

(1) DUE TO UNCERTAINTY OF TERMINATION STATUS, FUNDS ARE OBLIGATED TO ETEC ON A MONTHLY BASIS.
(2) Per H/Q, reflected in January AFP

ENERGY TECHNOLOGY ENGINEERING CENTER
40 & 60 MANUAL INPUT SHEET
JANUARY 1994
(MOD A232)

| ALLOTMENT | B&R | FUND TYPE | AMOUNT |
|---|---|---|---|
| SF4493 | 400409900 | 3Y | |
| SF4493 | 401001020 | 3Y | 75,000.00 |
| SF4493 | 401001060 | 3Y | |
| SF4492 | 600301020 | 2Y | 1,500,000.00 |
| SF4492 | 600306000 | 2Y | |

ENERGY TECHNOLOGY ENGINEERING CENTER
40 & 60 RECAP
JANUARY 1994
(MOD A232)

| B&R | AMOUNT |
|---|---|
| 400409900 | 75,000.00 |
| 401001020 | |
| 401001060 | |
| TOTAL "40" | $75,000.00 |

| B&R | AMOUNT |
|---|---|
| 600301020 | 1,500,000.00 |
| 600306000 | |
| TOTAL "60" | $1,500,000.00 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A235 | See Block 16C | N/A | |

6. ISSUED BY — CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY (If other than Item 6) — CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)

See Attachment 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) Clause 7, Obligation of Funds |

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 Page 2 of 8

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) |
|---|---|
| A. J. Burds, Jr., Manager<br>Contracts & Proposals, Advanced Programs | MICHAEL E. BARGER<br>CONTRACTING OFFICER |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED |
| (Signature of person authorized to sign) | 4/19/94 |
| 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| BY (Signature of Contracting Officer) | 5/9/94 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

EXECUTED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $737,928,764.99."

| | |
|---|---|
| $739,230,354.10 | Amount obligated through Modification A234 |
| ($1,301,589.11) | Amount obligated by Modification A235 |
| $737,928,764.99 | Amount obligated through Modification A235 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A234 | Obl in A235 | Total to Date |
|---|---|---|---|
| Operating | $564,473,367.56 | $151,000.00 | $564,624,367.56 |
| Equipment | $30,195,428.79 | $0.00 | $30,195,428.79 |
| Plant | $105,380,456.24 | ($1,452,589.11) | $103,927,867.13 |
| Fee | $39,181,101.51 | $0.00 | $39,181,101.51 |
| Total | $739,230,354.10 | ($1,301,589.11) | $737,928,764.99 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A235 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-03-00-00-0 | 2,000.00 | 2,000.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.0 |
| TOTAL ENERGY CONSERVATION | 2,000.00 | 2,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 75,000.00 | |
| AF-80-81-10-0 | 0.00 | (75,000.00) | 0.00 |
| AF-95-00-00-0 (1) | 18,300,000.00 | 18,300,000.00 | 0.00 |
| Subtotal AF | 18,462,000.00 | 18,462,000.00 | 0.00 |
| EX-20-10-20-1 (SF148810) (3) | 344,000.00 | 338,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) (3) | 0.00 | (606,084.60) | 0.00 |
| EX-20-10-20-2 (SF148810) (4) | 77,000.00 | 548,000.00 | (471,000.0 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 534,000.00 | 0.0 |
| EX-20-10-30-1 (SF148810) (3) | 1,073,000.00 | 1,219,084.60 | 0.00 |
| EX-20-10-40-2 (SF148820) (4) | 0.00 | 260,000.00 | 500,000.00 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) (5) | 1,790,000.00 | 1,695,000.00 | 95,000.00 |
| EX-31-10-01-0 (SFHQ3010-1A) (5) | 109,800.00 | 87,000.00 | 22,000.00 |
| EX-31-10-02-1 (SF3914A) (5) | 75,000.00 | 70,000.00 | 5,000.00 |
| Subtotal EX | 4,339,800.00 | 4,482,000.00 | 151,000.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A235 |
|---|---|---|---|
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 22,801,800.00 | 22,944,000.00 | 151,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,845,215.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-40-50-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 50,000.00 | 50,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| 88-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 27,720,112.00 | 27,862,312.00 | 151,000.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| TOTAL EQUIPMENT | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 (6) | 0.00 | 0.00 | (1,452,589.11) |
| TOTAL | 0.00 | 0.00 | (1,452,589.11) |
| 39-WB-00-00-0 (IHE 500) | 199,000.00 | 199,000.00 | 0.00 |
| TOTAL 39 WB | 199,000.00 | 199,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 199,000.00 | 199,000.00 | (1,452,589.11) |
| TOTAL CONSTRUCTION | 199,000.00 | 199,000.00 | (1,452,589.11) |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.0 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 75,000.00 | 75,000.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 75,000.00 | 75,000.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 20,000.00 | 20,000.00 | 0.00 |
| 60-03-01-02-0 | 1,500,000.00 | 1,500,000.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,520,000.00 | 1,520,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 1,595,000.00 | 1,595,000.00 | 0.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A235 |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 29,514,112.00 | 29,656,312.00 | (1,301,589.11) |

FOOTNOTES:

(1) Due to uncertainty of termination status, funds are obligated to ETEC on a monthly basis.
(2) Per H/Q, reflected in January AFP
(3) Reallocation of funds in the amount of $606,084.60 withdrawn to be redistributed as follows:
  a) EX20102010/ADS SF148810 $200,000.00
  b) EX20103010/ADS SF148810 $146,084.60
  c) EX20104020/ADS SF148820 $260,000.00

(4) Funding increase of $29,000.00, <$500,000.00> moved to EX-20-10-40-2 (SF148820) for a net total of <$471,000.00>, change will be in the April '94 AFP.

(5) Adjustment in prior year funding columns to correct mod 223.
(6) Projects completed, available funds withdrawn.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 11. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|---|---|
| | | EXECUTED | | | 1 8 |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. *(If applicable)* | |
| A236 | See block 16c | | | | |
| 6. ISSUED BY CODE | | 7. ADMINISTERED BY *(If other than Item 6)* CODE | | | |
| U.S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | | | | | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (V) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rocketdyne Division<br>Rockwell International Corporation<br>6633 Canoga Avenue<br>Canoga Park, CA 91304 | | 9B. DATED *(SEE ITEM 11)* |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| CODE FACILITY CODE | | 10B. DATED *(SEE ITEM 13)*<br>October 1, 1966 |

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)*

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

| | |
|---|---|
| (V) | 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)*<br>Clause 7, Obligation of Funds |

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

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

See Page 2 of 8

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)* | |
|---|---|---|---|
| | | Michael E. Barger, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY *(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>29 Apr 94 |



EXECUTED

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $737,965,353.99."

| | |
|---|---|
| $737,928,764.99 | Amount obligated through Modification A235 |
| $ 36,589.00 | Amount obligated by Modification A236 |
| $737,965,353.99 | Amount obligated through Modification A236 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A235 | Obl in A236 | Total to Date |
|---|---|---|---|
| Operating | $564,624,367.56 | $ 36,589.00 | $564,660,956.56 |
| Equipment | $ 30,195,428.79 | $ 0.00 | $ 30,195,428.79 |
| Plant | $103,927,867.13 | $ 0.00 | $103,927,867.13 |
| Fee | $ 39,181,101.51 | $ 0.00 | $ 39,181,101.51 |
| Total | $737,928,764.99 | $ 36,589.00 | $737,965,353.99 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A236 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-03-00-00-0 | 2,000.00 | 2,000.00 | 0.00 |
| EF-78-02-01-00-0 | 20,000.00 | 0.00 | 20,000.0 |
| TOTAL ENERGY CONSERVATION | 22,000.00 | 2,000.00 | 20,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 75,000.00 | |
| AF-80-81-10-0 | 0.00 | (75,000.00) | 0.00 |
| AF-95-00-00-0 | 18,600,000.00 | 18,300,000.00 | 300,000.00 |
| Subtotal AF | 18,762,000.00 | 18,462,000.00 | 300,000.00 |
| EX-11-30-00-0 (SF4007AA) (1) | 0.00 | 0.00 | (1,411.00) |
| EX-20-10-20-1 (SF148810) | 344,000.00 | 338,000.00 | 6,000.00 |
| EX-20-10-20-2 (SF148810) | 0.00 | (606,084.60) | 0.0 |
| EX-20-10-20-2 (SF148810) | 293,000.00 | 77,000.00 | 216,000.0 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 534,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,073,000.00 | 1,219,084.60 | 0.00 |
| EX-20-10-40-2 (SF148820) (2) | 231,000.00 | 760,000.00 | (529,000.00) |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,790,000.00 | 1,790,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 109,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 75,000.00 | 75,000.00 | 0.00 |
| Subtotal EX | 4,786,800.00 | 4,633,000.00 | (308,411.00) |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A236 |
|---|---|---|---|
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 23,548,800.00 | 23,095,000.00 | (8,411.00) |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,845,215.00 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 25,000.00 | 0.00 | 25,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 75,000.00 | 50,000.00 | 25,000.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A236 |
|---|---|---|---|
| SPECIAL FUNDS RECEIPT ACCOUNT | | | |
| APPROPRIATION: 895228 FT:58 | | | |
| Allotment: | | | |
| ZN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| 88-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL SPECIAL FUNDS RECEIPT ACCOUNT | 0.00 | 0.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| SUPPORT TO SF TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| 82-02-01 (GB-03-05-07-1) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 28,512,112.00 | 28,013,312.00 | 36,589.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A236 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| TOTAL EQUIPMENT | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 (3) | 0.00 | (1,452,589.11) | 0.00 |
| TOTAL | 0.00 | (1,452,589.11) | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 199,000.00 | 199,000.00 | 0.00 |
| TOTAL 39 WB | 199,000.00 | 199,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 199,000.00 | (1,253,589.11) | 0.00 |
| TOTAL CONSTRUCTION | 199,000.00 | (1,253,589.11) | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A236 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.0 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 75,000.00 | 75,000.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 75,000.00 | 75,000.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 20,000.00 | 20,000.00 | 0.00 |
| 60-03-01-02-0 | 1,500,000.00 | 1,500,000.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,520,000.00 | 1,520,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 1,595,000.00 | 1,595,000.00 | 0.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A236 |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 30,306,112.00 | 28,354,722.89 | 36,589.00 |

FOOTNOTES:

(1) Per HQ request, additional funds withdrawn.
(2) ($29K) Adjustment to correct prior contract mod A235. $(500K) reduction to transfer funds to ORO to support ETEC shipment of mixed waste to Envirocare using the ORO contract.
(3) Projects completed, available funds withdrawn.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|---|
| | | | | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A237 | See block 16c | | |

| 6. ISSUED BY CODE | 7. ADMINISTERED BY *(If other than Item 6)* CODE |
|---|---|
| U.S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (✓) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rocketdyne Division<br>Rockwell International Corporation<br>6633 Canoga Avenue<br>Canoga Park, CA 91304 | | 9B. DATED *(SEE ITEM 11)* |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| CODE FACILITY CODE | | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

See Page 2 of 8

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)* | |
|---|---|---|---|
| | | Michael E. Barger, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Michael E. Barger<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>June 2, 1994 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A237 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-03-00-00-0 | 2,000.00 | 2,000.00 | 0.00 |
| EF-78-02-01-00-0 | 55,000.00 | 20,000.00 | 35,000.0 |
| TOTAL ENERGY CONSERVATION | 57,000.00 | 22,000.00 | 35,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 75,000.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | (75,000.00) | 0.00 |
| AF-95-00-00-0 | 20,900,000.00 | 18,600,000.00 | 2,300,000.00 |
| Subtotal AF | 21,062,000.00 | 18,762,000.00 | 2,300,000.00 |
| EX-11-30-00-0 (SF4007AA) | 0.00 | (1,411.00) | 0.00 |
| EX-20-10-20-1 (SF148810) | 344,000.00 | 344,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 0.00 | (606,084.60) | 0.0 |
| EX-20-10-20-2 (SF148810) | 293,000.00 | 293,000.00 | 0.0 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 534,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,223,000.00 | 1,219,084.60 | 150,000.00 |
| EX-20-10-40-1 (SF148820) (1) | 0.00 | 0.00 | (108,513.84) |
| EX-20-10-40-2 (SF148820) (1) | 231,000.00 | 231,000.00 | 108,513.84 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,790,000.00 | 1,790,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 109,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 75,000.00 | 75,000.00 | 0.00 |
| Subtotal EX | 4,936,800.00 | 4,324,589.00 | 150,000.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A237 |
|---|---|---|---|
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 25,998,800.00 | 23,086,589.00 | 2,450,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 (2) | 0.00 | 0.00 | (12,727.08) |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,845,215.00 | (12,727.08) |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 75,000.00 | 75,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A237 |
|---|---|---|---|
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| GB-03-05-07-1 | 13,000.00 | 0.00 | 13,000.00 |
| GB-03-05-07-3 | 2,700.00 | 0.00 | 2,700.00 |
| TOTAL WEAPONS ACTIVITIES | 15,700.00 | 0.00 | 15,700.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| TOTAL OPERATING | 31,012,812.00 | 28,049,901.00 | 2,487,972.92 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A237 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| TOTAL EQUIPMENT | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | (1,452,589.11) | 0.00 |
| TOTAL | 0.00 | (1,452,589.11) | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 217,000.00 | 199,000.00 | 18,000.00 |
| TOTAL 39 WB | 217,000.00 | 199,000.00 | 18,000.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | (1,253,589.11) | 18,000.00 |
| TOTAL CONSTRUCTION | 217,000.00 | (1,253,589.11) | 18,000.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A237 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 75,000.00 | 75,000.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 75,000.00 | 75,000.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 20,000.00 | 20,000.00 | 0.00 |
| 60-03-01-02-0 | 1,500,000.00 | 1,500,000.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 1,520,000.00 | 1,520,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 1,595,000.00 | 1,595,000.00 | 0.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A237 |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 32,824,812.00 | 28,391,311.89 | 2,505,972.92 |

FOOTNOTES:

(1) PY funds transferred from EX 20-10-40-1 to EX 20-10-40-2 ADS SF 148820.

(2) DEOBLIGATION OF BALANCE REMAINING FOR CALIFORNIA ENERGY COMMISION PROJECT CONTRACT #400-86-007.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A238 | See block 16c | | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(If) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* October 1, 1966

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)*

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

(If) 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)* Clause 7, Obligation of Funds

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

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

See Page 2 of 8

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)* Michael E. Barger, 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 6/21/94 |



CONTRACT FILE

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $743,224,962.91."

| | |
|---|---|
| $740,471,326.91 | Amount obligated through Modification A237 |
| $ 2,753,636.00 | Amount obligated by Modification A238 |
| $743,224,962.91 | Amount obligated through Modification A238 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A237 | Obl in A238 | Total to Date |
|---|---|---|---|
| Operating | $567,148,929.48 | $ 2,573,636.00 | $569,722,565.48 |
| Equipment | $ 30,195,428.79 | $ 180,000.00 | $ 30,375,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 39,181,101.51 | $ 0.00 | $ 39,181,101.51 |
| Total | $740,471,326.91 | $ 2,753,636.00 | $743,224,962.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A238 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-01-00-00-0 | 180,000.00 | 0.00 | 180,000.00 |
| EC-26-03-00-00-0 | 22,000.00 | 2,000.00 | 20,000.00 |
| EE-53-02-00-00-0 | 200,000.00 | 0.00 | 200,000.0 |
| EF-78-02-01-00-0 | 55,000.00 | 55,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 457,000.00 | 57,000.00 | 400,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 75,000.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | (75,000.00) | 0.00 |
| AF-95-00-00-0 | 20,900,000.00 | 20,900,000.00 | 0.00 |
| Subtotal AF | 21,062,000.00 | 21,062,000.00 | 0.00 |
| EX-11-30-00-0 (SF4007AA) | 0.00 | (1,411.00) | 0.00 |
| EX-20-10-20-1 (SF148810) | 344,000.00 | 344,000.00 | 0.0 |
| EX-20-10-20-2 (SF148810) | 0.00 | (606,084.60) | 0.0 |
| EX-20-10-20-2 (SF148810) | 293,000.00 | 293,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 534,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,223,000.00 | 1,369,084.60 | 0.00 |
| EX-20-10-40-1 (SF148820) (1) | 0.00 | (108,513.84) | 0.00 |
| EX-20-10-40-2 (SF148820) (1) | 339,513.84 | 339,513.84 | 0.00 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,790,000.00 | 1,790,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A238 |
|---|---|---|---|
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 109,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 75,000.00 | 75,000.00 | 0.00 |
| Subtotal EX | 5,045,313.84 | 4,474,589.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 26,107,313.84 | 25,536,589.00 | 0.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 (2) | 0.00 | (12,727.08) | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,832,487.92 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A238 |
|---|---|---|---|
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 75,000.00 | 75,000.00 | 0.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| GB-03-05-07-1 | 13,000.00 | 13,000.00 | 0.00 |
| GB-03-05-07-3 | 2,700.00 | 2,700.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 15,700.00 | 15,700.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| TOTAL OPERATING | 31,521,325.84 | 30,537,873.92 | 400,000.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A238 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 180,000.00 | 0.00 | 180,000.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 180,000.00 | 0.00 | 180,000.00 |
| TOTAL EQUIPMENT | 180,000.00 | 0.00 | 180,000.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | (1,452,589.11) | 0.00 |
| TOTAL | 0.00 | (1,452,589.11) | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 217,000.00 | 217,000.00 | 0.0 |
| TOTAL 39 WB | 217,000.00 | 217,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | (1,235,589.11) | 0.00 |
| TOTAL CONSTRUCTION | 217,000.00 | (1,235,589.11) | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A238 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 75,000.00 | 75,000.00 | 0.00 |
| 40-10-01-06-0 | 375,000.00 | 0.00 | 375,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 450,000.00 | 75,000.00 | 375,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 100,636.00 | 20,000.00 | 80,636.00 |
| 60-03-01-02-0 | 3,218,000.00 | 1,500,000.00 | 1,718,000.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 3,318,636.00 | 1,520,000.00 | 1,798,636.00 |
| TOTAL REIMBURSABLE WORK | 3,768,636.00 | 1,595,000.00 | 2,173,636.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A238 |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 35,686,961.84 | 30,897,284.81 | 2,753,636.00 |

FOOTNOTES:

(1) PY funds transferred from EX 20-10-40-1 to EX 20-10-40-2 ADS SF 148820.

(2) DEOBLIGATION OF BALANCE REMAINING FOR CALIFORNIA ENERGY COMMISION PROJECT CONTRACT #400-86-007.

| AMENDMENT OF SOLICITATI( MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A239 | See block 16c | | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(V) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.

X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
October 1, 1966

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)*

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

(V) 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)*
Clause 7, Obligation of Funds

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

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

See Page 2 of 8

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)* | |
|---|---|---|---|
| | | Michael E. Barger, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | 6/29/94 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $744,921,962.91."

| | |
|---|---|
| $743,224,962.91 | Amount obligated through Modification A238 |
| $ 1,697,000.00 | Amount obligated by Modification A239 |
| $744,921,962.91 | Amount obligated through Modification A238 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A238 | Obl in A239 | Total to Date |
|---|---|---|---|
| Operating | $569,722,565.48 | $ 1,697,000.00 | $571,419.565.48 |
| Equipment | $30,375,428.79 | $ 0.00 | $30,375,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 39,181,101.51 | $ 0.00 | $ 39,181,101.51 |
| Total | $743,224,962.91 | $ 1,697,000.00 | $744,921,962.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A239
JUNE 1994



| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A239 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-01-00-00-0 | 180,000.00 | 180,000.00 | 0.00 |
| EC-26-03-00-00-0 | 22,000.00 | 22,000.00 | 0.00 |
| EE-53-02-00-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EF-78-02-01-00-0 | 55,000.00 | 55,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 457,000.00 | 457,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 75,000.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | (75,000.00) | 0.00 |
| AF-95-00-00-0 | 20,900,000.00 | 20,900,000.00 | 0.00 |
| Subtotal AF | 21,062,000.00 | 21,062,000.00 | 0.00 |
| EX-11-30-00-0 (SF4007AA) | 0.00 | (1,411.00) | 0.00 |
| EX-20-10-20-1 (SF148810) | 344,000.00 | 344,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) (1) | 0.00 | (606,084.60) | 0.00 |
| EX-20-10-20-2 (SF148810) | 293,000.00 | 293,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 534,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) (1) | 1,513,000.00 | 1,369,084.60 | 750,000.00 |
| EX-20-10-30-1 (SFHQ999905) | 250,000.00 | 0.00 | 250,000.00 |
| EX-20-10-40-1 (SF148820) (1) | 0.00 | (108,513.84) | 0.00 |
| EX-20-10-40-2 (SF148820) (1) | (0.00) | 339,513.84 | 0.00 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,890,000.00 | 1,790,000.00 | 100,000.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A239 |
|---|---|---|---|
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 109,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 100,000.00 | 75,000.00 | 25,000.00 |
| Subtotal EX | 5,370,800.00 | 4,474,589.00 | 1,125,000.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.0 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 26,432,800.00 | 25,536,589.00 | 1,125,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 (2) | 0.00 | (12,727.08) | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,832,487.92 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 (SFHQ30104C) | 250,000.00 | 0.00 | 250,000.00 |
| EW-40-10-00-0 (SF341001) | 250,000.00 | 0.00 | 250,000.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 25,000.00 | 25,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 72,000.00 | 0.00 | 72,000.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 647,000.00 | 75,000.00 | 572,000.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| GB-03-05-07-1 | 13,000.00 | 13,000.00 | 0.00 |
| GB-03-05-07-3 | 2,700.00 | 2,700.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 15,700.00 | 15,700.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| TOTAL OPERATING | 32,418,812.00 | 30,937,873.92 | 1,697,000.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 180,000.00 | 180,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 180,000.00 | 180,000.00 | 0.0 |
| TOTAL EQUIPMENT | 180,000.00 | 180,000.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | (1,452,589.11) | 0.00 |
| TOTAL | 0.00 | (1,452,589.11) | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 217,000.00 | 217,000.00 | 0.0 |
| TOTAL 39 WB | 217,000.00 | 217,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | (1,235,589.11) | 0.00 |
| TOTAL CONSTRUCTION | 217,000.00 | (1,235,589.11) | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A239 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 75,000.00 | 75,000.00 | 0.00 |
| 40-10-01-06-0 | 375,000.00 | 375,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 450,000.00 | 450,000.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 100,636.00 | 100,636.00 | 0.00 |
| 60-03-01-02-0 | 3,218,000.00 | 3,218,000.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 3,318,636.00 | 3,318,636.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 3,768,636.00 | 3,768,636.00 | 0.00 |

| | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 36,584,448.00 | 33,650,920.81 | 1,697,000.00 |

FOOTNOTES:

(1) PY funds transferred per Josie.

(2) DEOBLIGATION OF BALANCE REMAINING FOR CALIFORNIA ENERGY COMMISION PROJECT CONTRACT #400-86-007.

| AMENDMENT OF SOLICITATIC MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A240 | See block 16c | | |

6. ISSUED BY CODE
U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(V) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
October 1, 1966

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)*

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

(V) 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)*
Clause 7, Obligation of Funds

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

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

See Page 2 of 10

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)* | |
|---|---|---|---|
| | | Michael E. Barger, 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 7/29/94 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

EXECUTED

**STANDARD FORM 30** (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. The following correction is made to Modification A239, Attachment A, paragraph 1, last line. The Modification number A238 should be changed to read "A239". The last line should read: ($744,921,962.91 Amount obligated through Modification **A239**."

2. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $745,047,475.91."

| | |
|---|---|
| $744,921,962.91 | Amount obligated through Modification A239 |
| $ 125,513.00 | Amount obligated by Modification A240 |
| $745,047,475.91 | Amount obligated through Modification A240 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A239 | Obl in A240 | Total to Date |
|---|---|---|---|
| Operating | $571,419.565.48 | $ 125,513.00 | $571,545,078.48 |
| Equipment | $30,375,428.79 | $ 0.00 | $30,375,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 39,181,101.51 | $ 0.00 | $ 39,181,101.51 |
| Total | $744,921,962.91 | $ 125,513.00 | $745,047,475.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A240
JULY 1994

| OPERATING | | | FY 1994 B/A | PRIOR FUNDING | MOD A240 |
|---|---|---|---|---|---|
| ENERGY CONSERVATION | | | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | | | |
| Allotment: SF-45-91 | | | | | |
| EC-26-01-00-00-0 | | | 180,000.00 | 180,000.00 | 0.00 |
| EC-26-03-00-00-0 | | | 22,000.00 | 22,000.00 | 0.00 |
| EE-53-02-00-00-0 | | | 200,000.00 | 200,000.00 | 0.00 |
| EF-78-02-01-00-0 | | | 55,000.00 | 55,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | | | 457,000.00 | 457,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | | |
| Allotment: SF-44-91 | | | | | |
| AF-65-10-70-0 | | | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 | | | 0.00 | 75,000.00 | 447,000.00 |
| AF-80-81-10-0 | | | 0.00 | (75,000.00) | (447,000.00) |
| AF-95-00-00-0 | | | 20,900,000.00 | 20,900,000.00 | 0.00 |
| Subtotal AF | | | 21,062,000.00 | 21,062,000.00 | 0.00 |
| EX-11-30-00-0 | (SF4007AA) | | 0.00 | (1,411.00) | 0.00 |
| EX-20-10-20-1 | (SF148810) | | 115,000.00 | 344,000.00 | 0.00 |
| EX-20-10-20-2 | (SF148810) | (1) | 0.00 | (606,084.60) | 0.00 |
| EX-20-10-20-2 | (SF148810) | | 293,000.00 | 293,000.00 | 0.00 |
| EX-20-10-30-1 | (SF148830) | | 534,000.00 | 534,000.00 | 0.00 |
| EX-20-10-30-1 | (SF148810) | (1) | 1,973,000.00 | 2,119,084.60 | 0.00 |
| EX-20-10-30-1 | (SFHQ999905) | | 250,000.00 | 250,000.00 | 0.00 |
| EX-20-10-40-1 | (SF148820) | (1) | 0.00 | (108,513.84) | 0.00 |
| EX-20-10-40-2 | (SF148820) | (1) | (0.00) | 339,513.84 | 0.00 |
| EX-20-10-40-3 | (SF148820) | | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 | (SF3921) | | 1,890,000.00 | 1,890,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A240 |
|---|---|---|---|
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 109,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 100,000.00 | 100,000.00 | 0.00 |
| Subtotal EX | 5,601,800.00 | 5,599,589.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 26,663,800.00 | 26,661,589.00 | 0.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 (2) | 0.00 | (12,727.08) | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,832,487.92 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 (SFHQ30104C) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-10-00-0 (SF341001) | 0.00 | 250,000.00 | (250,000.00) |
| EW-40-20-00-0 (SF342002) | 250,000.00 | 0.00 | 250,000.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A240 |
|---|---|---|---|
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 25,000.00 | 25,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 72,000.00 | 72,000.00 | (700.00) |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 647,000.00 | 647,000.00 | (700.00) |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| GB-03-05-07-1 | 13,000.00 | 13,000.00 | 0.00 |
| GB-03-05-07-3 | 2,700.00 | 2,700.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 15,700.00 | 15,700.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| TOTAL OPERATING | 32,649,812.00 | 32,634,873.92 | (700.00) |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A240 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 180,000.00 | 180,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 180,000.00 | 180,000.00 | 0.00 |
| TOTAL EQUIPMENT | 180,000.00 | 180,000.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | (1,452,589.11) | 0.00 |
| TOTAL | 0.00 | (1,452,589.11) | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 217,000.00 | 217,000.00 | 0.00 |
| TOTAL 39 WB | 217,000.00 | 217,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | (1,235,589.11) | 0.00 |
| TOTAL CONSTRUCTION | 217,000.00 | (1,235,589.11) | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A240 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 100,000.00 | 75,000.00 | 21,849.00 |
| 40-10-01-06-0 | 375,000.00 | 375,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 475,000.00 | 450,000.00 | 21,849.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 205,000.00 | 100,636.00 | 104,364.00 |
| 60-03-01-02-0 | 3,218,000.00 | 3,218,000.00 | 0.00 |
| 60-03-06-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 3,423,000.00 | 3,318,636.00 | 104,364.00 |
| TOTAL REIMBURSABLE WORK | 3,898,000.00 | 3,768,636.00 | 126,213.00 |

| | FY 1994 B/A | PRIOR FUNDING | MOD A240 |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 36,944,812.00 | 35,347,920.81 | 125,513.00 |

FOOTNOTES:

(1) PY funds transferred per Josie.

(2) DEOBLIGATION OF BALANCE REMAINING FOR CALIFORNIA ENERGY COMMISION PROJECT CONTRACT #400-86-007.

(3) DUE TO LACK OF B/A, ONLY OBLIGATED $104,364. ETEC HAD REQUESTED $124,860.

ENERGY TECHNOLOGY ENGINEERING CENTER
40 & 60 RECAP
JULY 1994
(MOD A240)

| B&R | AMOUNT |
|---|---|
| 400409900 | |
| 401001020 | 21,849.00 |
| 401001060 | |
| TOTAL "40" | $21,849.00 |

| B&R | AMOUNT |
|---|---|
| 600301010 | 104,364.00 |
| 600301020 | |
| 600306000 | |
| TOTAL "60" | $104,364.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER
40 & 60 MANUAL INPUT SHEET
JUNE 1994
(MOD A240)

| ALLOTMENT | B&R | FUND TYPE | AMOUNT | AF |
|---|---|---|---|---|
| SF4493 | 400409900 | 3Y | | |
| SF4493 | 401001020 | 3Y | (3,151.00) | |
| SF4493 | 401001060 | 3Y | | |
| SF4492 | 600301010 | 2Y | 104,364.00 | |
| SF4492 | 600301020 | 2Y | | |
| SF4492 | 600306000 | 2Y | | |

# AMENDMENT OF SOLICITATI /MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE | OF PAGES |
|---|---|---|
| | 1 | 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A241 | See block 16c | | |

6. ISSUED BY CODE
U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

(V) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

(V) 10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
October 1, 1966

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)*

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

| | |
|---|---|
| (V) | 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)* Clause 7, Obligation of Funds |

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 Page 2 of 10

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)* |
|---|---|
| A. J. Burds, Jr.<br>Manager, Contracts & Proposals, Advanced Programs | Michael E. Barger, Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 9/30/94 | BY (Signature of Contracting Officer) | 9/30/94 |

540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
EXECUTED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $744,868,487.91."

| | |
|---|---|
| $745,047,475.91 | Amount obligated through Modification A240 |
| $ (178,988.00) | Amount deobligated by Modification A241 |
| $744,868,487.91 | Amount obligated through Modification A241 |

2. The funds deobligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A240 | Deobl in A241 | Total to Date |
|---|---|---|---|
| Operating | $571,545,078.48 | $ (178,988.00) | $571,366,090.48 |
| Equipment | $30,375,428.79 | $ 0.00 | $30,375,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 39,181,101.51 | $ 0.00 | $ 39,181,101.51 |
| Total | $745,047,475.91 | $ (178,988.00) | $744,868,487.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

CONTRACT DE-AC03-76SF00700
MODIFICATION A241
AUGUST 1994



| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A241 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-01-00-00-0 (4) | 304,000.00 | 180,000.00 | 80,000.00 |
| EC-26-02-00-00-0 | 44,000.00 | 0.00 | 44,000.00 |
| EC-26-03-00-00-0 | 22,000.00 | 22,000.00 | 0.00 |
| EE-53-02-00-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EF-78-02-01-00-0 | 55,000.00 | 55,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 625,000.00 | 457,000.00 | 124,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 522,000.00 | 400,000.00 |
| AF-80-81-10-0 | 0.00 | (522,000.00) | (400,000.00) |
| AF-95-00-00-0 | 20,900,000.00 | 20,900,000.00 | 0.00 |
| Subtotal AF | 21,062,000.00 | 21,062,000.00 | 0.00 |
| EX-11-30-00-0 (SF4007AA) | 0.00 | (1,411.00) | 0.00 |
| EX-20-10-20-1 (SF148810) (5) | 115,000.00 | 344,000.00 | (60,000.00) |
| EX-20-10-20-2 (SF148810) (1) | 0.00 | (606,084.60) | 0.00 |
| EX-20-10-20-2 (SF148810) (5) | 293,000.00 | 293,000.00 | (140,000.00) |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 534,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) (5) | 1,973,000.00 | 2,119,084.60 | (200,000.00) |
| EX-20-10-30-1 (SFHQ999905) | 250,000.00 | 250,000.00 | 0.00 |
| EX-20-10-40-1 (SF148820) (1) | 0.00 | (108,513.84) | 0.00 |
| EX-20-10-40-2 (SF148820) (1) | (0.00) | 339,513.84 | 0.00 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,890,000.00 | 1,890,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A241 |
|---|---|---|---|
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 109,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 100,000.00 | 100,000.00 | 0.00 |
| Subtotal EX | 5,601,800.00 | 5,599,589.00 | (400,000.00) |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 26,663,800.00 | 26,661,589.00 | (400,000.00) |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 10,215.00 | 10,215.00 | 0.00 |
| WN-02-19-06-0 (2) | 0.00 | (12,727.08) | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,845,215.00 | 4,832,487.92 | 0.00 |
| ADVANCES FOR COOPERATIVE WORK | | | |
| APPROPRIATION: 89X8575.91 FT:4A | | | |
| Allotment: SF-45-91 | | | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ADVANCES FOR COOPERATIVE WORK | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 (SFHQ30104C) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-10-00-0 (SF341001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A241 |
|---|---|---|---|
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 25,000.00 | 25,000.00 | 198,516.00 |
| EW-70-20-00-0 (SFHQ60024C) | 71,300.00 | 71,300.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 646,300.00 | 646,300.00 | 198,516.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| GB-03-05-07-1 | 13,000.00 | 13,000.00 | 0.00 |
| GB-03-05-07-3 | 2,700.00 | 2,700.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 15,700.00 | 15,700.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| TOTAL OPERATING | 32,817,112.00 | 32,634,173.92 | (77,484.00) |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | MOD A241 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 180,000.00 | 180,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 180,000.00 | 180,000.00 | 0.00 |
| TOTAL EQUIPMENT | 180,000.00 | 180,000.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | (1,452,589.11) | 0.00 |
| TOTAL | 0.00 | (1,452,589.11) | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 217,000.00 | 217,000.00 | 0. |
| TOTAL 39 WB | 217,000.00 | 217,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | (1,235,589.11) | 0.00 |
| TOTAL CONSTRUCTION | 217,000.00 | (1,235,589.11) | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | MOD A241 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 43,000.00 | 96,849.00 | (57,000.00) |
| 40-10-01-06-0 | 375,000.00 | 375,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 418,000.00 | 471,849.00 | (57,000.00) |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 (3) | 120,496.00 | 205,000.00 | (84,504.00) |
| 60-03-01-02-0 | 3,218,000.00 | 3,218,000.00 | 0.( |
| 60-03-03-00-0 | 40,000.00 | 0.00 | 40,000.0( |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 3,378,496.00 | 3,423,000.00 | (44,504.00) |
| TOTAL REIMBURSABLE WORK | 3,796,496.00 | 3,894,849.00 | (101,504.00) |

| | FY 1994 B/A | PRIOR FUNDING | MOD A241 |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 37,010,608.00 | 35,473,433.81 | (178,988.00) |

FOOTNOTES:

(1) PY funds transferred per Josie.

(2) DEOBLIGATION OF BALANCE REMAINING FOR CALIFORNIA ENERGY COMMISION PROJECT CONTRACT #400-86-007.

(3) DUE TO LACK OF B/A, ONLY OBLIGATED $104,364. ETEC HAD REQUESTED $124,860.

(4) ADDITIONAL FUNDING OF $44K TO BE INPUT FOR THE SEPT 94 CONTRACT MOD.

(5) WITHDRAWAL OF $400K AS A RESULT OF UNCOSTED OBLIGATIONS.

ENERGY TECHNOLOGY ENGINEERING CENTER
40 & 60 RECAP
AUGUST 1994
(MOD A241)

| B&R | AMOUNT |
|---|---|
| 400409900 | |
| 401001020 | (57,000.00) |
| 401001060 | |
| TOTAL "40" | ($57,000.00) |

| B&R | AMOUNT |
|---|---|
| 600301010 | (84,504.00) |
| 600301020 | |
| 600303000 | 40,000.00 |
| TOTAL "60" | ($44,504.00) |

ENERGY TECHNOLOGY ENGINEERING CENTER
40 & 60 MANUAL INPUT SHEET
AUGUST 1994
(MOD A241)

| ALLOTMENT | B&R | FUND TYPE | AMOUNT | AF |
|---|---|---|---|---|
| SF4493 | 400409900 | 3Y | | |
| SF4493 | 401001020 | 3Y | (57,000.00) | |
| SF4493 | 401001060 | 3Y | | |
| SF4492 | 600301010 | 2Y | (84,504.00) | |
| SF4492 | 600301020 | 2Y | | |
| SF4492 | 600303000 | 2Y | 40,000.00 | |

| AMENDMENT OF SOLICITATI | MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|
| | | | 1 \| 87 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| M242 | See block 16c | | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

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). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Public Law 95-91 and other applicable laws. |

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 subject contract, as previously modified, is hereby further modified in its entirety with respect to the performance by the contractor on and after October 1, 1994 (without in any way affecting the rights of the parties under prior contractual agreements for prior periods of time), as set forth in the clauses, Appendices and attachments attached hereto as specified in the attached modification.

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)* |
|---|---|
| J. J. Gorman, Director<br>Contracts and Pricing | Michael E. Barger, Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | 9/29/94 | BY *(Signature of Contracting Officer)* | 9/30/94 |

# CHANGES TO CONTRACT No. DE-AC03-76SF00700

# AS OF SEPTEMBER 21, 1994

1. Updated **TABLE OF CONTENTS.**

2. **Clause No. 1, DEFINITIONS:** Changed to delete individual identification of DOE owned buildings and to make Appendix "A" the "official" list of DOE owned buildings.

3. **Clause No. 2, STATEMENT OF WORK:** New paragraph 7 added which will prohibit ETEC employees from engaging in new "hands-on" D&D work at any other site other than the Santa Susana Field Laboratory (SSFL) after 31 December 1994. Rockwell Corporate Policy prohibits the ETEC employees from any NEW D&D work at any site other than SSFL.

4. **Clause No. 3, TERM OF CONTRACT:** Changed the term from September 30, 1994 to September 30, 1995.

5. **Clause No. 4, PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION:** Changed to delete Award Fee reference at paragraph 4(c).

6. **Clause No. 5, DEAR 970.5204-54 AWARD FEE (DEVIATION):** Clause No. 5 in the current contract is deleted.

7. **Clause No 5. ALLOWABLE COSTS AND FIXED-FEE (MANAGEMENT AND OPERATING CONTRACTS) (DEAR 970.5204-13)** Added Fixed Fee Clause as new Clause No 5.

8. **Clause No. 6, PROVISIONAL AWARD FEE:** in current contract is deleted in its entirety.

9. **Clause No. 7, DEAR 970.5204-15 OBLIGATION OF FUNDS (APR 1984) (DEVIATION)** Clause No. 7 is changed in the current contract to reflect the latest obligation of funds. ($744,868,487.91). This Clause is now **Clause No. 6** in the new document.

10. **Clause No. 8, DEAR 970.5204-16 PAYMENTS AND ADVANCES (APR 1984) (DEVIATION)** Clause No. 8 in current contract is deleted and replaced by **Clause No. 7, DEAR 970.5204-16 PAYMENTS AND ADVANCES (JUL 1991).**

11. **Clause No. 15, PROPERTY REPORTING REQUIREMENTS:** A new clause is added to clarify the reporting requirements for all DOE Real Property.

12. Clause No. 17, **SODIUM COMPONENTS TEST INSTALLATION POWER PAK PROJECT:** Formally Clause No. 97, is amended to reflect the buy-out of the Power Pak lease and the requirement pertaining to it.

13. Clause No. 70, **DEAR 970.5204-13, ALLOWABLE COSTS AND FEE (MANAGEMENT AND OPERATING CONTRACTS) (JUNE 1988) (DEVIATION):** This Clause is deleted in its entirity.

14. ATTACHMENT 1, **CONTRACT CLAUSES:** FAR Clauses in full text under the contract have been removed and are now incorporated by reference.

# CONTRACT DE-AC03-76SF00700

## FOR THE MANAGEMENT AND OPERATION OF THE

## ENERGY TECHNOLOGY

## ENGINEERING CENTER

## BY

## ROCKWELL INTERNATIONAL CORPORATION

## FOR THE

## DEPARTMENT OF ENERGY

## OAKLAND OPERATIONS OFFICE

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| B | Description of the Option Site |
| C | Key Personnel |
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## 1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

(a) The term *"Head of the Agency"* means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.

(b) *"Contracting Officer"* means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) Except as otherwise provided in this contract, the term *"subcontracts"* includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this Contract.

(d) The term *"DOE"* means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

(e) The term *"DEAR"* means the Department of Energy Acquisition Regulations.

(f) The term *"FAR"* means the Federal Acquisition Regulations.

(g) The term *"Energy Technology Engineering Center"* (hereinafter called *"ETEC"*) means:

(i) The land and DOE-owned facilities at the Contractor's Santa Susana Field Laboratory as shown in Appendix A, attached to the Contract.

(ii) Other land and DOE facilities, not enumerated above within the Santa Susana Triangle Site described in the clause entitled Special Property Provisions below, as may be designated by DOE from time to time after consultation with the Contractor.

## 2. STATEMENT OF WORK

### (a) General

The Contractor shall, in accordance with the terms and conditions of this Contract, manage, operate, and maintain the Energy Technology Engineering Center (ETEC), and perform:

(1) Development, qualification & proof testing of materials, systems and components developed for use in energy; power conversion; liquid metal components & systems; building safety and construction; Environmental Restoration & Waste Management (ERWM) technologies and transportation technologies; and space and defense programs.

(2) Engineering consultation to the Government and its Contractors or Subcontractors in those areas of unique expertise. Activities could include: planning, analysis, design evaluation, component development, engineering support including the technical management of other Government prime or subcontracts.

(3) Training programs to advance the understanding of the design, performance, maintenance, reliability, and other operational features in those areas of unique expertise.

(4) Apply appropriate codes, standards, procedures, and quality assurance programs in carrying out the work under the Contract and in assuring compliance with environmental protection, safety, and health requirements.

(5) Attend, coordinate and support meetings, conferences and workshops as directed by the DOE Oakland Operations Office (DOE/OAK) Program Manager or designee.

### (b) Management and Operating Contract

As the management & operating contractor for ETEC, the Contractor shall:

(1) Procure by subcontract the construction of new facilities or the alteration or repair of Government-owned facilities at ETEC, subject to the requirements set forth in the clause entitled "Government Facility Subcontract Approval."

**(2) Prepare site development plans and perform the maintenance work necessary for the efficient operation of the facilities. This may include site surveys, continuing surveillance, deactivation, decontamination, decommissioning of buildings or facilities, remedial cleanup actions of contaminated soil and groundwater sites, and disposal of hazardous substances.**

**(3) Use its best efforts to assure that the significant results of classified and unclassified scientific and technical work performed under the Contract are reported to the DOE. The Contractor shall furnish in a timely fashion under this Contract such reports as are requested or directed by the DOE.**

**(4) Formulate, present to, and discuss with DOE, proposed annual work programs, in accordance with instructions and budgetary guidance furnished by the DOE, and the procedures delineated in the clause entitled "Program Development and Financial Plans; Estimated and Cost Information; Obligation of Funds; Notice". In any event, the work programs will be identified and issued by the DOE in Work Authorizations, Program Letters and Financial Plans to the Contractor, and will cover the performance of work contemplated by this clause entitled "Statement of Work." Revised Work Authorizations, Program Letters or Financial Plans may be issued by the DOE from time to time.**

**(5) Make known the availability of ETEC resources to non-DOE potential users, and, subject to DOE approval, identify and enter into appropriate agreements and cooperative ventures that promote the transfer of technology, and utilize ETEC skills and capabilities to support energy development activities in the public and private sectors, in accordance with Public Law 96-480, "Stevenson-Wydler Technology Innovation Act" and DOE technology transfer policy and guidance.**

**(6) As a result of the anticipated completion of Nuclear Energy (NE) involvement at ETEC, investigate and pursue an alternate mission(s) to replace the previous nuclear energy research mission. In parallel with the new mission investigation, prepare the ETEC site facilities for turnover to ERWM at the end of this contract period, if a new mission to support the continued operation of ETEC is not established.**

**(7) Perform environmental restoration, decommissioning and demolition (D&D) work authorized by the Contracting Officer. However, no new "hands-on" D&D work will be performed by ETEC personnel at any site, other than the contractor's Santa Susana Field Laboratory, after December 31, 1994.**

**(c) Work and Services**

**The foregoing work and services shall be conducted in accordance with and subject to the following:**

**(1) The DOE shall have the right to occupy or to permit others (governmental or private) to occupy, use, and/or operate any portion of ETEC from time to time upon such terms as DOE may deem appropriate provided that:**

**(i) DOE will require others to comply with all health and safety rules and regulations applicable to that portion of the ETEC involved.**

**(ii) DOE will hold the Contractor harmless against; (i) loss of, or damage to, Government property and property of the contractor, and third party liability, arising out of such occupation, use and/or operation, except to the extent any loss, damage, or liability is covered by insurance carried by the contractor; or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its fault or negligence, or caused by the fault or negligence of the Contractor and provided such loss, damage or liability would be an unallowable cost under the Contract if the property had been occupied, used, or operated by the Contractor. Any payments under this Clause shall be subject to the availability of appropriated funds.**

**(2) The Contractor shall not use or place its property at the ETEC without the written approval of the DOE unless such property is used in connection with this Contract.**

**(d) Contractor Responsibility**

**In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel**

engaged and to be engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor, shall be and remain employees of the Contractor, and shall not be deemed employees of the DOE or the Government; provided that nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants and others whose services are utilized by the Contractor for the work hereunder.

(e) DOE Authorization Procedures

The issuance of an authorization by the DOE is required prior to the start of engineering or construction work related to facility construction or alteration.

(f) Contractor Skill

The Contractor undertakes and promises to manager operate, and maintain said facilities, and to perform the work and services described in this Contract, upon the terms and conditions herein provided and in accordance with such directions and instructions within the terms of this Contract which the DOE gives to the Contractor from time to time. Subject to such terms and conditions and to such directions and instructions, if any, the Contractor will use its best Judgment, skill, and care in all matters pertaining to the performance of this Contract.

(g) Acquisition of Materials

The Contractor shall exert its best efforts to acquire such materials, supplies, equipment, and facilities, required in connection with the work under this Contract which are not furnished by the Government.

(h) Administration of Subcontracts and Purchase Orders

The administration of all subcontracts, purchase orders, and other contractual agreements made by the Contractor shall, during the period of this Contract, remain in the Contractor unless and until transferred to the Government or other designee of the DOE, at the direction of, or with the approval of the DOE.

(i) Organizational Conflicts of Interest

(1) Organizational conflict of interest requirements are set forth in the clause entitled "Organizational Conflicts of Interest - General."

**(2) The Contractor may, upon written notice to the DOE, but after conferring with the DOE should the DOE so request, decline to perform or to continue to perform any work of the nature described in this Statement of Work, which the Contractor reasonably believes may result in or develop into an organizational conflict of interest providing such work in progress is brought to an orderly conclusion. The DOE will endeavor to advise the Contractor should the DOE foresee that an organizational conflict of interest may arise out of the performance of any such work. The DOE also agrees, should it conclude that more favorable coverage on this subject is permitted by DOE regulations or policy hereafter adopted, to incorporate at the Contractor's request such more favorable coverage in this Contract without the necessity or additional consideration.**

**(j) Security of Federal Automated Systems.**

**(1) The Contractor shall ensure that all employees having access to computer systems involved with unclassified sensitive data receive appropriate screening prior to being allowed to access the computer system.**

**(2) The employee screening process shall embody a satisfactory standard of employee qualification criterion, such as a national agency check and investigation (NACI). The NACI screening process involves a routine check of FBI records, military service, local police files, schools and employers.**

**(3) The Contractor shall include the requirements for screening of contractor personnel in the statement of work of all subcontracts where access described above is anticipated.**

**(k) Release of Information**

**The Contractor shall not release to the public informational materials, news releases, or other program explanations, without explicit approval, which may be telephonic in situations of time pressure, from the Public Affairs Officer of the DOE San Francisco Operations Office.**

**(l) ETEC Self-Sufficiency**

**The Contractor shall provide such technical and laboratory services as may be required to make the ETEC self-sufficient in those areas; however, administrative and support services shall be furnished from Contractor organizations other than ETEC as approved by the Contracting Officer.**

**(m) Non-DOE Funded Work/Work for Others**

**(1) The Contractor may perform the following services, as approved or directed in writing by the Contracting Officer, at ETEC or elsewhere to the extent it is able to do so without substantially interfering with its other work under this contract:**

**(i) Services incidental and related to the services described in other provisions of this contract;**

**(ii) Services related to the mission of the contract which are for other Federal agencies and are pursuant to interagency agreements entered into by those agencies and DOE under the Economy Act or other legal authority;**

**(iii) Services which support other DOE Programs and have been determined by DOE (i) to be within the unique or special engineering and technical capabilities of the Contractor, or (ii) to be of such urgency that acquiring them from another source is precluded; and**

**(iv) Services which are to be performed under DOE's Work for Others Program where DOE has determined that the services are related to the mission of the contract, or are within the special engineering and technical capabilities of the Contractor and are not available on a timely basis and at a reasonable cost from another source.**

**(2) In performing the work identified in (1)(ii) and (1)(iii) above, the Contractor shall receive transfers of funds therefor from such federal agencies and other cost-type contractors to the extent that such transfer is required by and in accordance with policies adopted from time to time by DOE. The funds received in exchange for such services shall be handled**

as a part of the advances of Government funds as provided in the clause entitled "Payment and Advances." In the performance of such services, the Contractor is authorized to use facilities, materials, and equipment in its custody under this contract.

(3) The Contractor's request for such approval shall set forth in detail, as described in DOE Order 4300.2A, the nature of the work to be performed, the DOE equipment and facilities and ETEC staff required, and the financial arrangements proposed to pay for the cost of such work.

(4) The performance of non-DOE funded work shall be subject to the provisions of this Contract and to other applicable DOE rules and regulations as may be specifically directed to the Contractor's attention by DOE.

3. TERM OF CONTRACT

The term of this Contract is from October 1, 1966 through September 30, 1995.

4. PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION

Program Development and Financial Plans

(a) It is the intent of the Contractor and the DOE to endeavor to agree in writing upon an annual work program and to utilize the procedures described in DOE Order Nos. 5700.7B, 5100.3 and other DOE budget procedures, on a

Government-fiscal year basis, for the establishment of the Project Budget for the work of this contract. Procedures for the presentation of such work programs and cost estimates shall be developed in a manner acceptable to DOE. In order to meet the requirements of Government budgetary practice, the parties agree:

(1) As early as possible in each calendar year, DOE will supply the Contractor with the dollar amounts contained in the President's Budget for the ensuing Fiscal Year, with program assumptions which the Contractor will be expected to consider in its development of its program and budget, and with all changes to existing budget and accounting policies and procedures to be used in the current budget preparation. DOE may also request the Contractor to consider, or may suggest, the inclusion of certain features of an annual work program.

**(2) After guidance is provided, the contractor shall submit a work program and budget estimate for the current fiscal year and the two succeeding fiscal years. DOE will specify a due date (providing the greatest possible flexibility) but not exceeding 60 days as to when the data is required.**

**(3) By August 31 of each year (or such other date as may be agreed upon), the Contractor will submit an estimate by month of funding required for the completion of the agreed upon work program for the ensuing fiscal year.**

**(4) As soon as possible after October 1 of each year, DOE will issue preliminary financial plan to the Contractor for the current fiscal year. This will implement the mutually agreed to work program for that year.**

**(5) DOE approval of the work program and budget estimates will be reflected in the Work Authorizations, Annual Program Letters, and Financial Plans. These documents will be issued to the Contractor as soon as possible after funds become available. If, in preparing Work Authorizations, Program Letters and Financial Plans, the DOE proposes changes from the work program and budget estimates submitted by the Contractor, the DOE and the Contractor will agree upon the changes in the work before final issuance of these documents. A failure by the parties to agree, or to agree upon any particular aspects of the work program, shall not be subject to the "Disputes of clause herein; such a disagreement regarding continuation of any work then included in the current work program shall, if the disagreement remains, result in the expiration of the pertinent work on the expiration date of the said current work program. The Financial Plans specify the funds available for work under the Contract for the fiscal year and in addition may establish limitations on costs to be incurred for individual portions of the work.**

**(6) A supplement to the contract will be executed by the parties on or before September 30 of each year (or such other date as may be agreed upon) to provide additional funds, and further contract supplements may be entered into from time to time to provide appropriate modifications in the total amount of funds made available under the contract. DOE agrees to the principle of providing stable funding in support of the contract work and it is therefore the DOE's intention that there shall be so provided at all times sufficient funds to support the Contract operations at the level authorized by the DOE for a period of not less than (20-30) days.**

**(7) During the course of the work, the DOE will review the work program and its cost based upon information submitted by the Contractor, and may, after consultation with the Contractor, revise the Financial Plan established by the DOE under section (5) above, and with agreement of the Contractor revise the Work Authorization.**

**(8) It is the intent of the Contractor and the DOE to agree from time to time upon long-term program covering certain portions of the work to be performed under this Contract.**

**(b) Estimates and Cost Information**

**The Contractor shall employ a system satisfactory to DOE for segregating and reporting periodically its (and its cost-type subcontractors') actual and estimated costs for major features of its operation, construction and maintenance, and research programs which systems shall be adequate to meet DOE's needs.**

**5. ALLOWABLE COSTS AND FIXED-FEE (MANAGEMENT AND OPERATING CONTRACTS) (DEAR 970.5204-13)**

**Allowable Costs and Fixed-Fee (Management and Operating Contracts) (Sep 1991)**

***(a) Compensation for contractor's services.*** **Payment for the allowable costs as hereinafter defined, and of the fixed-fee, if any, as hereinafter provided, shall constitute full and complete compensation for the performance of the work under this contract.**

***(b) Fixed-fee.***

**(1) The fixed-fee payable for FY 1994, to the contractor for the performance of the work under this contract, is $ 1,604,324. There shall be no adjustment in the amount of the contractor's fixed-fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work.**

**(2) The fixed-fee payable to the contractor for the performance of work under this contract for FY 1995 will be negotiated after approval and receipt of the DOE FY 1995 Budget.**

***(c) Allowable costs.*** **The allowable cost of performing the work under this contract shall be the costs and expenses that are actually incurred by the contractor in the performance of the contract work in accordance with its terms, that are necessary or incident thereto, and are determined to be allowable pursuant to this paragraph (c). The determination of the allowability of cost hereunder shall be based on: (1) Reasonableness, including the exercise of prudent business judgment; (2) consistent application of generally accepted accounting principles and practices that result in equitable charges to the contract work, and (3) recognition of all exclusions and limitations set forth in this clause or elsewhere in this contract as to types or amounts of items of cost. Allowable costs shall not include the cost of any item described as unallowable in paragraph (e) of this clause except as indicated therein. Failure to mention an item of cost specifically in paragraph (d) or paragraph (e) shall not imply either that it is allowable or that it is unallowable.**

***(d) Items of allowable cost.*** **Subject to the other provisions of this clause, the following items of cost of work done under this contract shall be allowable to the extent indicated:**

**(1) Bonds and insurance, including self-insurance, as provided in the clause entitled "Required Bonds and Insurance-Exclusive of Government Property."**

**(2) Communication costs, including telephone services, local and long-distance calls, telegrams, cablegrams, postage, and similar items.**

**(3) Consulting services (including legal and accounting), and related expenses, as approved by the contracting officer, except as made unallowable by paragraphs (e)(16) and (e)(26).**

**(4) Litigation expenses, including reasonable Counsel fees, incurred in accordance with the clause of this contract entitled "Litigation and Claims."**

**(5) Losses and expenses (including settlements made with the consent of the contracting officer) sustained by the contractor in the performance of this contract and certified in writing by the contracting officer to be reasonable, except the losses and expenses expressly made unallowable under other provisions of this contract.**

**(6) Materials, supplies, and equipment, including freight transportation, material handling, inspection, storage, salvage, and other usual expenses incident to the procurement, use and disposition thereof, subject to approvals required under other provisions of this contract.**

**(7) Patents, purchased design, and royalty payments to the extent expressly provided for under other provisions in this contract or as approved by the contracting officer, and preparation of invention disclosures, reports and related documents, and searching the art to the extent necessary to make such invention disclosures in accordance with any "Patent Rights" clause of this contract.**

**(8) Personnel costs and related expenses incurred in accordance with established policies, programs. and schedules, and any changes thereto during the contract term, applicable to the contractor's private operations and consistently followed throughout his organization, as approved by the contracting officer, such as**

> **(i) Salaries and wages; bonuses and incentive compensation; overtime, shift differential, holiday, and other premium pay for time worked; non-work time, including vacations, holidays, sick, funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances, or serving on labor management (contractor) committees, provided, however, that the contracting officer's approval is required in each instance of total compensation to an individual employee at an annual rate of $80,000.00 or more, when it is proposed that a total of 50 percent or more or such compensation be reimbursed under DOE cost-type contracts. Total compensation, as used here, includes only the employee's base salary, bonus, and incentive compensation payments;**
>
> **(ii) Legally required contributions to old-age and survivors' insurance, unemployment compensation plans, and workers compensation plans, (whether Or not covered by insurance); voluntary or agreed-upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);**

**(iii) Travel (except foreign travel, which requires specific approval by the contracting officer on a case-by-case basis); incidental subsistence and other allowances of contractor employees, in connection with performance of work under this contract (including new employees reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);**

**(iv) Employee relations, welfare, morale, etc.; programs including incentive or suggestion awards; employee counseling services. health or first-aid clinics; house or employee publications;**

**(v) Personnel training (except special education and training courses and research assignments calling for attendance at educational institutions which require specific approval by the Contracting Officer on a case-by-case basis); including apprenticeship training programs designed to improve efficiency and productivity) of contract operations, to develop needed skills, and to develop scientific and technical personnel in specialized fields required in the contract work;**

**(vi) Recruitment of personnel (including help-wanted advertisement). including service of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the contractor for employment interviews; and,**

**(vii) Net cost of operating plant-site cafeteria, dining rooms, and canteens attributable to the performance of the contract.**

**(9) Repairs. maintenance, inspection, replacement, and disposal of Government-owned property and the restoration or clean-up of site and facilities to the extent directed or approved by the contracting officer.**

**(10) Subcontracts and purchase orders, including procurements from contractor-controlled sources, subject to approvals required by other provisions of this contract.**

**(11) Subscriptions to trade, business, technical, and professional periodicals, as approved by the contracting officer.**

**(12) Taxes, fees, and charges levied by public agencies which the contractor is required by law to pay, except those which are expressly made unallowable under other provisions of this contract.**

**(13) Utility services, including electricity, gas, water, and sewerage.**

**(14) Indemnification of the Pension Benefit Guaranty Corporation, pursuant to the Employee Retirement Income Security Act of 1974, in accordance with FAR 31.205-6(j)(3)(iv).**

**(15) Establishment and maintenance of bank accounts in connection with the work hereunder, including, but not limited to, service charges, the cost of disbursing cash, necessary guards, cashiers, and paymasters. If payments are made by check, facilities and arrangements for cashing checks may be provided without expense to the employees, subject to the approval of the contracting officer.**

**(e) *Items of unallowable costs.* The following items of costs are unallowable under this contract to the extent indicated:**

**(1) Advertising and public relations costs designed to promote the contractor or its products, including the costs of promotional items and memorabilia such as models, gifts and souvenirs, and the cost of memberships in civic and community organizations; except those advertising and public relations costs (i) Specifically required by the contract, (ii) Approved in advance by the Contracting Officer as clearly in furtherance of work performed under the contract, (iii) That arise from requirements of the contract and that are exclusively for recruiting personnel, acquiring scarce items for contract performance, disposing of scrap or surplus materials, the transfer of federally owned or originated technology to State and local governments and to the private sector, or acquisition of contract- required supplies and services, or (iv) Where the primary purpose of the activity is to facilitate contract performance in support of the DOE mission.**

**(2) Bad debts (including expenses of collection) and provisions for bad debts arising out of other business of the contractor.**

**(3) Proposal expenses and costs of proposals.**

**(4) Bonuses and similar compensation under any other name, which (i) are not pursuant to an agreement between the contractor and employee prior to the rendering of the services or an established plan consistently followed by the contract or (ii) are in excess of those costs which are allowable by the Internal Revenue Code and regulations thereunder, or (iii) provide total compensation to an employee in excess of reasonable compensation for the services rendered.**

**(5) Central and branch office expenses of the contractor, except as specifically set forth in the contract.**

**(6) Commissions, bonuses, and fees (under whatever name) in connection with obtaining or negotiating for a Government contract or modification thereto, except when paid to bona fide employees or bona fide established selling organizations maintained by the contractor for the purpose of obtaining Government business.**

**(7) Contingency reserves, provisions for.**

**(8) Contributions and donations, including cash, contractor-owned property and services, regardless of the recipient.**

**(9) Depreciation in excess of that calculated by application of methods approved for use by the Internal Revenue Code of 1954, as amended, including the straight-line declining balance (using a rate not exceeding twice the rate which would have been used had the depreciation been computed under the straight line method), or sum-of- the-years digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life.**

**(10) Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.**

**(11) Entertainment, including costs of amusement, diversion, social activities; and directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities; costs of membership in any social, dining or country club or organization, except the costs of such recreational activities for on-site employees as may be approved by the Contracting Officer or provided for elsewhere in the contract.**

**(12) Fines and penalties, including assessed interest and cost of litigation, that are incurred as a result of contractor and/or subcontractor negligence or willful misconduct when the breach of the legal duty of the contractor and/or its subcontractor giving rise to such fine or penalty involves an area of responsibility clearly placed on the contractor and/or the subcontractor. Civil or criminal penalties assessed under the Price-Anderson Amendments Act of 1988, 42 U.S.C. 2273, 2282, and the costs of litigation resulting from such assessments are also unallowable except as may be specifically provided in regulations implementing those civil or criminal penalty provisions.**

**(13) Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of DOE applicable to transfers of such property to the contractor from others.**

**(14) Insurance (including any provisions of a self-insurance reserve) on any person where the contractor under the insurance policy is the beneficiary, directly or indirectly, and insurance against loss of or damage to Government property as defined in Clause 71, DEAR 970.5204-21, Property (APR 1984).**

**(15) Interest, however represented (except (i) Interest incurred in compliance with the contract clause entitled "State and local Taxes" or, (ii) imputed interest costs relating to leases classified and accounted for as capital leases under generally accepted accounting principles (GAAP), provided that the decision to enter into a capital leasing arrangement has been specifically authorized and approved by the DOE in accordance with applicable procedures and such interest costs are recorded in an appropriately specified DOE account established for such purpose), bond discounts and expenses, and costs of financing and refinancing operations.**

**(16) Legal, accounting, and consulting services and related costs incurred in connection with the preparation and issuance of stock, rights, organization or reorganization. prosecution or defense of antitrust suits. prosecution of claims against the United States, contesting actions of proposed actions of the United States, and prosecution or defense of patent infringement litigation except where incurred pursuant to the contractor's performance of the Government funded technology transfer mission and in accordance with the Litigation and Claims article.**

**(17) Losses (including litigation expenses, Counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts,including the contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and others from any source; and losses where such losses or expenses:**

**(i) Are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the contracting officer but which the contractor failed to procure or maintain through its own fault or negligence;**

**(ii) Result from willful misconduct or lack of good faith on the part of any of the contractor's directors, corporate officers, or a supervising representative of the contractor, as defined in Clause of this contract.**

**(iii) Represent liabilities to third persons for which the contractor has expressly accepted responsibility under other terms of this contract.**

**(iv) Are direct costs which are avoidable that are incurred by the contractor and/or subcontractor, at any tier or level, without any fault of DOE, exclusively as a result of the negligence or willful misconduct on the part of any of the contractor's and/or its subcontractor's personnel, at any tier or level, in performing work under the contract.**

**(A) Such direct costs may include, for example, additional programmatic expenses for research and development or production activities, and third party claims against the contractor, but shall not include scrap, waste and other routine damages or losses which occur as part of the cost of doing business and are reasonably anticipated and shall not include consequential damages.**

**(B) Costs of litigation incurred by the contractor or subcontractor in bringing or defending claims relating to these costs are also unallowable.**

**(18)** Maintenance, depreciation, and other costs incidental to the contractor's idle or excess facilities (including machinery and equipment), other than reasonable standby facilities.

**(19)** Membership in trade, business, and professional organizations, except as approved by the contracting officer.

**(20)** Precontract costs, except as expressly made allowable under other provisions in this contract.

**(21)** Research and development costs, unless specifically provided for elsewhere in this contract.

**(22)** Selling cost, except to the extent they am determined to be reasonable and to be allocable to the contract. Allocability of selling costs to the contract will be determined in the light of reasonable benefit to the agency program arising from such activities as technical, consulting, demonstration, and other services performed for such purposes as applying or adapting the contractor's product for agency use.

**(23)** Storage of records pertaining to this contract after completion of operations under this contract, irrespective of contractual or statutory requirement for the preservation of records.

**(24)** Taxes, fees, and charges in connection with financing, refinancing, or refunding operations, including listing of securities on exchanges, taxes which are paid contrary to the clause entitled "State and local taxes," federal taxes on net income and excess profits, special assessments on land which represent capital improvement and taxes on accumulated funding deficiencies of, or prohibited transactions involving, employee deferred compensation plans pursuant to Section 4971 or Section 4975 of the Intimal Revenue Code of 1954, as amended, respectively.

**(25)** Travel expenses of the officers, proprietors, executives, administrative heads and other employees of the contractor's central office or branch office organizations concerned with the general management, supervision, and conduct of the contractor's business as a whole, except to the extent that particular travel is in connection with the contract and approved by the contracting officer.

**(26)** Salary or other compensation (and expenses misted thereto) of any individual employed under this contract as a consultant or in another comparable employment capacity who is an employee of another organizational and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with DOE, except to the extent that cash payment therefor is required pursuant to the provisions of this contract or procedure of DOE applicable to the borrowing of such an individual from another cost-type contractor.

**(27)** Travel by commercial aircraft or travel by other than common carrier that is not necessary for the performance of this contract or the cost of which exceeds the lesser of the lowest available commercial discount airfare, Government contract airfare, or customary standard (coach or equivalent) commercial airfare. Airfare costs in excess of the lowest such airfare are unallowable, except when such accommodations: Require circuitous routing; require travel during unreasonable hours; excessively prolong travel; result in increased cost that would offset transportation savings; would offer accommodations not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet necessary mission requirements. Individual contractor determinations of nonavailability of commercial discount airfare or Government contract airfare will not be contested by DOE when the contractor can reasonably demonstrate such nonavailability or, on an overall basis, that established policies and procedures result in the routine use of the lowest available airfare. However, in order for air travel costs in excess of customary standard airfare to be allowable, the contractor must justify and document the applicable condition(s) set forth above.

**(28)** Special construction industry "funds" financed by employer contributions for such purposes as methods and materials research, public and industry relations, market development, and disaster relief, except as "officially provided elsewhere in this contract.

**(29)** Late premium payment charges related to employee deferred compensation plan insurance.

**(30)** Facilities capital cost of money. (CAS 414 and CAS 417).

**(31)** Cost incurred to influence (directly or indirectly) legislative action on any matter pending before Congress or a State legislature as delineated in

**the clause titled "Legislative Lobbying Cost Prohibition" incorporated elsewhere in this contract.**

**(32) Commercial automobile rental expenses unless approved by the Contracting Officer.**

**(33) Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the Government where the contractor, its agents or employees, is found liable or has pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).**

**(34) Costs of alcoholic beverages.**

**(35) Contractor employee travel costs incurred for lodging, meals and incidental expenses which exceed on a daily basis the applicable maximum per them rates in effect for Federal civilian employees at the time of travel. When the applicable maximum per them rate is inadequate due to special or unusual situations, the contractor may pay employees for actual expenses in excess of such per them rate limitation. To be allowable, however, such payments must be properly authorized by an officer or appropriate official of the contractor and shall not exceed the higher amounts that may be authorized for Federal civilian employees in a similar situation.**

**(36) Notwithstanding any other provision of this contract, the costs of bonds and insurance are unallowable to the extent they are incurred to protect and indemnity the contractor and/or subcontractor against otherwise unallowable Avoidable Costs, such as fines and penalties, third party claims, negligently or willfully caused damage to, destruction of, or loss of Government property and theft or unauthorized use of government property, except and only to the extent that such insurance or bond is required by the specific written direction of the Contracting Officer.**

**(37) The unallowable costs provisions of subparagraph (e)(17)(iv) dealing with avoidable costs and subparagraph (36) of this clause, the profit making provision of the clause set forth at 970.5204-13(e)(12), the clause set forth at 970.5204-210), and profit making provision of the clause set forth at 970.5204-31 not applicable to Small Businesses and Small Disadvantaged Businesses as defined in the clause of this contract entitled**

"Utilization of Small Business Concerns and Small Disadvantaged Business Concerns." All costs resulting from the actions or inactions of Small Businesses and Small Disadvantaged Businesses which would otherwise be determined to be Avoidable Costs are allowable costs to the contractor.

(38) The above cited provisions in subparagraph (27) are also not applicable to non-profit subcontractors of profit-making contractors and profit making subcontractors of non-profit contractors. All costs insulting from the actions or inactions of non-profit subcontractors which would otherwise determined to be Avoidable Costs are allowable costs to the contractor.

6. DEAR 970.5204-15 OBLIGATION OF FUNDS (APR 1984) (Deviation)

(a) *Obligation of funds.* The amount presently obligated by the Government with respect to this contract is seven hundred forty-four million, eight hundred sixty-eight thousand, four hundred eighty-seven dollars and ninety-one cents ($744,868,487.91). Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated revenues and receipts from others for work and services to be performed under this contract are not included in the amount obligated with respect to this contract. Such revenues and receipts, to the extent actually received by the contractor shall be available and used for the payment of allowable costs as provided in the clause entitled "Payments and Advances." Nothing in this paragraph (a) is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.

(b) *Limitation on payment by the Government.* Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the clause entitled "Termination," or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of (1) revenues and receipts

deposited to the Government's account as provided in the clause entitled "Payments and Advances," and (2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

(c) ***Notices--Contractor excused from further performance.*** The contractor shall notify DOE in writing whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, plus the contractor's best estimate of revenues and receipts to be received during the 60 day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only 60 days and to cover the contract's unpaid fee, and outstanding commitments and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of funds (including revenues and receipts) available under paragraph (a) above, less the amount of the contractor's fee then earned but not paid, is in the contractor's best judgment either sufficient only to liquidate outstanding commitments and liabilities on account of costs allowable under this contract or is equal to zero, the contractor shall immediately notify DOE and shall make no further commitments or expenditures (except to liquidate existing commitments and liabilities), and, unless the parties otherwise agree the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the article entitled "Termination."

(d) ***Financial plans; cost and commitment limitations.*** In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans or other directives issued to the contractor, establish controls on the costs to be incurred and commitments to be made in the performance of the contract work. Such plans and instruction may be amended or supplemented from time to time by DOE. The contractor hereby agrees to comply with the specific limitations (ceilings) on costs and commitments set forth in such plans and directives, to use its best efforts to comply with other requirements of such plans and directive, and to promptly notify DOE in writing, whenever it has reason to believe the authorized financial levels of costs and commitments will be exceeded or substantially underrun.

(e) Government's right to terminate not effected. The giving of any notice under this article shall not be construed to waive or impair any right of the Government

to terminate the contract under the provisions of the clauses entitled "Termination" or "Expiration or Termination".

7. DEAR 970.5204-16 PAYMENTS AND ADVANCES (JUL 1991)

(a) ***Installments of fixed-fee.*** Ninety percent (90% of the fixed-fee shall become due and payable in periodic installments in amounts based on the proportion of the work then completed, as determined by the contracting officer, and the balance upon completion and acceptance of all work under this contract.

(b) ***Payments on Account of Allowable Costs.*** The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

(c) ***Special bank account-use.*** All advances of Government funds shall be withdrawn pursuant to a letter of credit in favor of the bank or, in the option of the Government, shall be made by check payable to the contractor, and shall be deposited only in the Special Bank Account referred to in the Agreement for Special Bank Account, which is attached hereto and incorporated into this contract as an appendix. The contractor shall likewise deposit in the Special Bank Account any other revenues received by the contractor in connection with the work under this contract. No part of the funds in the Special Bank Account shall be (1) mingled with any funds of the contractor or (2) used for a purpose other than that of making payments for costs allowable under this contract or payments for other items specifically approved in writing by the contracting officer. If the contracting officer shall at any time determine that the balance on such bank account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.

(d) ***Title to funds advanced.*** Title to the unexpended balance of any funds advanced and of any bank account established pursuant to this clause shall

**remain in the Government and be superior to any claim or lien of the bank of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.**

**(f) *Financial settlement.* The Government shall promptly pay to the contractor the unpaid balance of allowable costs and fixed fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after (1) compliance by the contractor with DOE's patent clearance requirements, and (2) the furnishing by the contractor of:**

**(1) An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, or other credits applicable to allowable costs under the contract;**

**(2) A closing financial statement;**

**(3) The accounting for Government-owned property required by the clause entitled "Property;" and**

**(4) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:**

**(i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;**

**(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the Contracting Officer not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor should provide prompt notice to the contracting officer of all potential claims under this clause. whether in litigation or not (see also Contract Clause 75, DEAR 970.5204-31 (APR 1984) (Deviation), "Litigation and Claims"); and**

**(iii) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents.**

**In arriving at the amount due the contractor under this clause, there shall be deducted, any claim which the Government may have against the contractor in connection with this contract, and deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Bank Account may be applied to the amount due and any balance shall be refunded to the Government forthwith.**

**(g) *Claims*. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.**

**(h) *Discounts*. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.**

**(i) *Revenues*. All revenues other than the contractor's fixed fee or fees, if any, accruing to the contractor in connection with the work under this contract shall be Government property and shall be deposited in the Special Bank Account to be available for payment of allowable cost under this contract.**

**(j) *Direct payment of charges*. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefor.**

**8. <u>RIGHTS IN DATA - TECHNOLOGY TRANSFER ACTIVITIES</u>**

**(a) <u>Definitions</u>.**

**(1) *"Computer software"*, as used in this clause, means computer programs, computer data bases, and documentation thereof.**

**(2) *"Data"*, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.**

**(3) *"Limited rights data"*, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.**

**(4) *"Technical data"*, as used in this clause, means data (other than computer software) which are of a scientific or technical nature.**

**(5) *"Restricted computer software"*, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.**

**(6) *"Unlimited rights"*, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.**

**(7) *"Limited rights"*, as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g) in this clause.**

**(8) *"Restricted rights"*, as used in this clause, means the rights of the Government in restricted computer software, including minor modifications of such computer software, as set forth - in a Restricted Rights Notice of paragraph (h) in this clause.**

**(b) <u>Allocation of rights</u>.**

**(1) The Government shall have:**

**(i) Ownership of all technical data and computer software first produced in the performance of this Contract:**

**(ii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times (for which inspection the proper facilities shall be afforded DOE by the Contractor and its subcontractors);**

**(iii) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this Contract, provided that nothing contained in this paragraph shall require the Contractor to actually deliver any technical data or computer software, the delivery of which is excused by this Rights in Data clause;**

**(iv) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, and except for technical data and computer software pertaining to items of standard commercial design, and further, subject to the withholding provisions for protected CRADA information in accordance with Technology Transfer actions under this Contract; the Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the Contracting Officer; provided, that if such data are limited rights data or restricted computer software the rights of the Government in such data shall be governed solely by the provisions of paragraph (g) hereof ("Rights in Limited Rights Data") or paragraph (h) hereof ("Rights in Restricted Computer Software"); and**

**(v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor falls to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.**

(2) The Contractor shall have:

(i) The right to withhold its limited rights data and restricted computer software in accordance with the provisions of this clause;

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data; and

(iii) The right to assert copyright subsisting in scientific and technical articles as provided in paragraph (d) of this clause and the right to request permission to assert copyright in works subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.

The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE Contractor or subcontractor, and for technical data' or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(c) Copyright (General).

(1) The Contractor agrees not to mark, register or otherwise assert a copyright in any data in a published or unpublished work, other than as set forth in paragraphs (d) and (e) below.

(2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with either paragraph (d) or (e) hereof, the Contractor agrees not to include in the data delivered under this Contract

any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d) below. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the Contracting Officer to include such material in the data prior to its delivery.

(d) Copyrighted works (scientific and technical articles).

The Contractor shall have the right to assert, without prior approval of the Contracting Officer, copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this Contract, and published in academic, technical or professional journals, symposia proceedings or similar works. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(e) Copyrighted works (other than scientific and technical articles).

The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this Contract, where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:

(1) Contractor Request to Assert Copyright.

(i) For data other than scientific and technical articles, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. Each request by the Contractor to be complete must include:

**(A) The identity of the data (including any computer program) for which the Contractor requests permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes;**

**(B) The program under which it was funded;**

**(C) Whether the data is subject to an international treaty or agreement;**

**(D) Whether the data is subject to export control;**

**(E) A statement that the Contractor plans to commercialize the data within five (5) years of obtaining permission to assert copyright; and**

**(F) For data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization. For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained.**

**(ii) Permission for the Contractor to assert copyright in excepted categories of data as determined by DOE is expressly withheld. Such excepted categories include data whose release would:**

**(A) Be detrimental to national security, i.e., involve classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control for nonproliferation and other nuclear-related national security purposes;**

**(B) Not enhance the appropriate transfer or dissemination and commercialization of such data;**

**(C) Have a negative impact on U.S. industrial competitiveness;**

**(D) Prevent DOE from meeting its obligations under treaties and international agreements; or**

**(5) Be detrimental to one or more of DOE's programs.**

**(iii) Additional excepted categories may be added by the Assistant General Counsel for Intellectual Property. Where data are determined to be under an export control restriction, the Contractor may still obtain permission to assert copyright in such restricted data for purposes of limited commercialization within the constraints provided by the export control statutes and regulations subject to the provisions of this clause. However, notwithstanding any other provision of this Contract, all data developed with Naval Reactors' funding and those data that are classified fall within the above excepted categories and permission to assert copyright will not be granted by DOE for those data. Additionally, the rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified under this contract as well as those additional treaties and international agreements which DOE may from time to time identify by unilateral amendment to the Contract; such amendment listing added treaties and international agreements is effective only for data which is developed after the date such treaty or international agreement is added to this Contract. Also, the Contractor will not be permitted to assert copyright in data in the form of various technical reports generated by the Contractor under the Contract without first obtaining the advanced written permission of the Contracting Officer.**

**(2) <u>DOE Review and Response to Contractor's Request</u>.**

**The Patent Counsel shall use its best efforts to respond in writing within 90 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert copyright or advise the Contractor that DOE needs additional time to respond and the reasons therefor.**

**(3) Permission for Contractor to Assert Copyright.**

**(i) For computer software, the Contractor shall furnish to the contractor designated by DOE to serve as the DOE centralized software distribution and control point, at the time permission to assert copyright is given under (2) above:**

**(A) An abstract describing the software suitable for publication;**

**(B) The source code for each software program; and**

**(C) The object code and at least the minimum support documentation needed by a technically competent user to understand and use the software.**

**(ii) The Patent Counsel, for good cause shown by the Contractor, may allow the minimum support documentation to be delivered within 60 days after permission to assert copyright is given or at such time the minimum support documentation becomes avail-able. The Contractor acknowledges that the above-identified DOE-designated contractor may provide a technical description of the software in an announcement identifying its availability from the copyright holder.**

**(iii) Unless otherwise directed by the Contracting Officer, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (2) above, the Contractor shall within sixty (60) days of obtaining such permission furnish to DOE's Office of Scientific and Technical Information (OSTI) a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to the public identifying its availability from the copyright holder.**

**(iv) For a period of five (5) years beginning on the date the Contractor is given permission to assert copyright in data, the Contractor grants to the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, and**

perform publicly and display publicly, by or on behalf of the Government.

(v) After the five (5) year period set forth in (iv) above, or if, prior to the end of such period, the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright, the Contractor grants to the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform publicly, and display publicly, and to permit others to do so.

(vi) Whenever the Contractor obtains permission to assert copyright in data, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (iv) and (v) above. Such action shall be taken when the data are delivered to the Government, published, licensed, or deposited for registration as a published work in the U.S. Copyright Office. The acknowledgment of Government sponsorship and license rights shall be as follows:

NOTICE: The Government is granted for itself and others acting on its behalf a paid-up, non-exclusive, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly. Beginning five (5) years after (date permission to assert copyright was obtained) the Government is granted for itself and others acting on its behalf a paid up, non-exclusive, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. NEITHER THE UNITED STATES NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

**(vii) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the 5-year period set forth in subparagraph (e)(1)(i) above, to request the Contractor to grant a non-exclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in subparagraph (e)(1)(i) above. Before licensing under this paragraph (vii), DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor shall be allowed thirty (30) days (or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65 - "Appeals."**

**(viii) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee and which exceeds DOE Program needs, except as expressly provided in writing by the Contracting Officer. The Contractor may use its net royalty income to effect such maintenance costs.**

**(ix) At any time the Contractor abandons commercialization activities for data for which the Contractor has received permission to assert copyright in accordance with this clause, it shall advise OSTI and Patent Counsel and upon request assign the copyright to the Government so that the Government can distribute the data to the public.**

**(f) <u>Subcontracting</u>.**

**(1) The Contractor agrees to use a Rights in Data clause as directed by the Contracting Officer in subcontracts having as a purpose the conduct of research, development, and demonstration work and in subcontracts for supplies.**

**(2)** **It is the responsibility of the Contractor to obtain from its subcontractors data and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:**

**(i) Promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and**

**(ii) Not proceed with the subcontract without the written authorization of the Contracting Officer.**

**(g) Rights in Limited Rights Data.**

**Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive paid-up license and right to use by or for the Government, any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice":**

*LIMITED RIGHTS NOTICE*

***These data contain "limited rights data", furnished under Contract No._____ with the United States Department of Energy (and Purchase Order/Subcontract No. _____ if applicable) which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture with out prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:***

***(a)*** ***This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;***

*(b) This "limited rights data" may be disclosed to other Contractors participating in the Government's program of which this Contract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and*

*(c) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed.*

*This Notice shall be marked on any reproduction of this data in whole or in part.*

*(END OF NOTICE)*

**(h) Rights in Restricted, Computer Software.**

**(1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive paid-up license and right to use by or for the Government, any restricted computer software of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice":**

*RESTRICTED RIGHTS NOTICE-LONG FORM*

*(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____ if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.*

*(b) This computer software may be:*

*(1) Used, or copied for use, in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;*

*(2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;*

*(3) Reproduced for safekeeping (archives) or backup purposes;*

*(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and*

*(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in FAR 37-101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.*

*(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.*

*(d) This Notice shall be marked on any reproduction of computer software, in whole or in part.*

*(END OF NOTICE)*

**(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:**

*RESTRICTED RIGHTS NOTICE--SHORT FORM*

*Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of Contract No. (subcontract No. if appropriate) with (name of Contractor or subcontractor).*

*(END OF NOTICE)*

**(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr) in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.**

**(4) If restricted rights computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with unlimited rights, unless the Contractor includes the following statement with such copyright notice: "Unpublished -- rights reserved under the Copyright Laws of the United States."**

**9. PATENT RIGHTS**

**(a) *Definitions.***

**(1) *"Subject Invention"* means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented under the Patent Laws of the United States of America or any foreign country.**

**(2) *"Contract"* means any contract, grant, agreement, understanding, or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.**

**(3) *"States and domestic municipal governments"* means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivision and agencies thereof.**

**(4) *"Government agency"* includes an executive department, independent commission, board, office, agency, administration, authority, Government corporation, or other Government establishment of the Executive Branch of the Government of the United States of America.**

**(5) *"To the point of practical application"*, means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.**

**(6) *"Patent Counsel"* means the Department of Energy Patent Counsel assisting the procuring activity.**

**(b) Allocation of principal rights.**

**(1) *Assignment to the Government.* The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Contractor under paragraphs (b)(2) and (c) of this clause.**

**(2) *Greater rights determinations.* The Contractor or the employee - inventor with authorization of the Contractor may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (c) of this clause on identified inventions in accordance with 41 CFR 9-9.109-6(d). Such requests must be submitted to Patent Counsel (with notification by Patent Counsel to the Contracting officer) at the time of the first disclosure pursuant to paragraph (e)(2) of this clause, or not later than 9 months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Contractor.**

**(c) Minimum rights to the Contractor.**

**(1) The Contractor may reserve upon request a revocable, non-exclusive paid-up license in any patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. The license shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the Contractor's business to which the invention pertains.**

**(2) *Revocation limitations.* The Contractor's nonexclusive license retained pursuant to paragraph (c)(1) of this clause and sublicenses granted thereunder may be revoked or modified by DOE, either in whole or in part, only to the extent necessary to achieve expeditious practical application of the Subject Invention under DOE's published licensing regulations (10 CFR 781), and only to the extent an exclusive license is actually granted. This license shall not be revoked in that field of use and/or the geographical areas in which the Contractor, or its sublicensee, has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public, or is expected to do so within a reasonable time.**

**(3) *Revocation procedures.* Before modification or revocation of the license or sublicense, pursuant to paragraph (c)(2) of this clause, DOE shall furnish the Contractor a written notice of its intention to modify or revoke the license and any sublicense thereunder, and the Contractor shall be allowed 30 days, or such longer period as may be authorized by the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Contractor, after such notice to show cause why the license or any sublicense should not be modified or revoked. The Contractor shall have the right to appeal, in accordance with 10 CFR 781, any decision concerning the modification or revocation of his license or any sublicense.**

**(4) *Foreign patent rights.* Upon written request to Patent Counsel (with notification by Patent Counsel to the Contracting Officer), and subject to**

**DOE security regulations and requirements, there shall be reserved to the Contractor, or the employee-inventor with authorization of the Contractor, the patent rights to a Subject Invention in any foreign country where the Government has elected not to secure such rights provided:**

**(i) The recipient of such rights, when specifically requested by DOE and three years after issuance of a foreign patent disclosing said Subject Invention, shall furnish DOE a report setting forth:**

**(A) The commercial use that is being made, or is intended to be made, of said invention; and**

**(B) The steps taken to bring the invention to the point of practical application or to make the invention available for licensing.**

**(ii) The Government shall retain at least an irrevocable, nonexclusive, paid-up license to make, use, and sell the invention throughout the world by or on behalf of the Government (including any Government agency) and States and domestic municipal governments, unless the Secretary or his designee determines that it would not be in the public interest to acquire the license for the States and domestic municipal governments.**

**(iii) Subject to the rights granted in (c)(1), (2) and (3) of this clause, the Secretary or his designee shall have the right to terminate the foreign patent rights granted to this paragraph (c)(4) in whole or in part unless the recipient of such rights demonstrates to the satisfaction of the Secretary or his designee that effective steps necessary to accomplish substantial utilization of the invention have been taken or within a reasonable time will be taken.**

**(iv) Subject to the rights granted in (c)(1), (2), and (3) of this clause, the Secretary or designee shall have the right, commencing four years after foreign patent rights are accorded under this paragraph (c)(4) to require the granting of a nonexclusive or partially exclusive license to a responsible applicant or applicants, upon terms reasonable under the circumstances and in appropriate circumstances to terminate said foreign patent rights in whole or in part, following a hearing upon notice thereof to the public, upon a petition by an interested person justifying such hearing:**

**(A) If the Secretary or designee determines, upon review of such material as he deems relevant, and after the recipient of such rights, or other interested person, has had the opportunity to provide such relevant and material information as the Secretary or designee may require, that such foreign patent rights have tended substantially to lessen competition or to result in undue market concentration in any section of the United States in any line of commerce to which the technology relates; or**

**(B) Unless the recipient of such rights demonstrates to the satisfaction of the Secretary or designee at such hearing that the recipient has taken effective steps, or within a reasonable time thereafter is expected to take such steps, necessary to accomplish substantial utilization of the invention.**

**(d) Filing of patent applications.**

**(1) With respect to each Subject Invention in which the Contractor or the inventor requests foreign-patent rights in accordance with paragraph (c)(4) of this clause, a request may also be made for the right to file and prosecute the U.S. application on behalf of the U.S. Government. If such request is granted, the Contractor or inventor shall file a domestic patent application on the invention within 6 months after the request for foreign patent rights is granted, or such longer period of time as may be approved by the Patent Counsel for good cause shown in writing by the requestor. With respect to the invention, the requestor shall promptly notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) of any decision not to file an application.**

**(2) For each Subject Invention on which a domestic patent application is filed by the Contractor or inventor, the Contractor or inventor shall:**

**(i) Within 2 months after the filing or within 2 months after submission of the invention disclosure if the patent application previously has been filed, deliver to the Patent Counsel a copy of the application as filed including the filing date and serial number;**

**(ii) Within 6 months after filing the application or within 6 months after submitting the invention disclosure if the application has been filed previously, deliver to the Patent Counsel a duly executed and**

**approved Assignment to the Government on a form specified by the Government;**

**(iii) Provide the Patent Counsel with the original patent grant promptly after a patent is issued on the application; and**

**(iv) Not less than 30 days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the Patent Counsel of any decision not to continue prosecution of the application.**

**(3) With respect to each Subject Invention in which the Contractor or inventor has requested foreign patent rights, the Contractor or inventor shall file a patent application on the invention in each foreign country in which such request is granted in accordance with applicable statutes and regulations and within one of the following periods:**

**(i) Eight months from the date of filing a corresponding United States application, or if such an application is not filed, six months from the date of the request was granted;**

**(ii) Six months from the date a license is granted by the Commissioner of Patents and Trademarks to file the foreign patent application where such filing has been prohibited by security reasons; or**

**(iii) Such longer periods as may be approved by the Patent Counsel for good cause shown in writing by the Contractor or inventor.**

**(4) Subject to the license specified in paragraphs (c)(1), (2) and (3) of this clause, the Contractor or inventor agrees to convey to the Government, upon request, the entire right, title, and interest in any foreign country in which the Contractor or inventor fails to have a patent application filed in accordance with paragraph (d)(3) of this clause, or decides not to continue prosecution or to pay any maintenance fees covering the invention. To avoid forfeiture of the patent application or patent, the Contractor or inventor shall, not less than 60 days before the expiration period for any action required by any Patent office, notify the Patent Counsel of such failure or decision, and deliver to the Patent Counsel the executed instruments necessary for the conveyance specified in this paragraph.**

**(e) Invention identification, disclosures and reports.**

**(1) The Contractor shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. These procedures shall include the maintenance of laboratory notebooks or equivalent records and any other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of Subject Inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these procedures so that he may evaluate and determine their effectiveness.**

**(2) The Contractor shall furnish the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) on a DOE-approved form:**

**(i) A written report containing full and complete technical information concerning each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of or under this contract, but in any event prior to any sale, public use or public disclosure of such invention known to the Contractor. The report shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention. The report should also include any request for foreign patent rights under paragraph (c)(4) of this clause and any request to file a domestic patent application under (d)(1) of this clause. However, such requests shall be made within the period set forth in paragraph (b)(2) of this clause. When an invention is reported under this paragraph (e)(2)(i), it shall be presumed to have been conceived or first actually reduced to practice in the course of or under the contract, unless the Contractor contends it was not so made in accordance with paragraph (g)(2)(ii) of this clause.**

**(ii) Upon request, but not more than annually, interim reports on a DOE-approved form listing Subject Inventions and subcontracts**

**awarded containing a Patent Rights clause for that period and certifying that:**

**(A) The Contractor's procedures for identifying and disclosing Subject Inventions as required by this paragraph (e) have been followed throughout the reporting period;**

**(B) All Subject inventions have been disclosed or that there are no such inventions; and**

**(C) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.**

**(iii) A final report on a DOE-approved form within three months after completion of the contract work listing all Subject Inventions and all subcontracts awarded containing a Patent Rights clause and certifying that:**

**(A) All Subject Inventions have been disclosed or that there were no such inventions; and**

**(B) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.**

**(3) The Contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons in its employ who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.**

**(4) The Contractor agrees that the Government may duplicate and disclose Subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause. If the Contractor is to file a foreign patent application on a Subject Invention, the Government agrees, upon written request, to use its best efforts to withhold publication of such invention disclosures until the expiration of the time period specified in paragraph (d)(1) of this clause, but in no event shall the Government or its employees be liable for any publication thereof.**

**(f) Publication.** It is recognized that during the course of the work under this contract, the Contractor or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the Contractor, patent approval for release or publication shall be secured from Patent Counsel prior to any such release or publication.

**(g) Forfeiture of rights in unreported subject inventions**

**(1)** The Contractor shall forfeit to the Government, at the request of the Head of the Agency or designee, all rights in any Subject Invention which the Contractor fails to report to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) within 6 months after the time the Contractor:

**(i)** Files or causes to be filed a United States or foreign patent application thereon; or

**(ii)** Submits the final report required by paragraph (e)(2)(iii) of this clause, whichever is later.

**(2)** However, the Contractor shall not forfeit rights in a Subject Invention if, within the time specified in (1)(i) or (1)(ii) of this paragraph (g), the Contractor:

**(i)** Prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract and delivers the same with the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

**(ii)** Contending that the invention is not a Subject Invention, the Contractor nevertheless discloses the invention and all facts pertinent to this contention to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

**(iii)** Establishes that the failure to disclose did not result from the Contractor's fault or negligence.

**(3) Pending written assignment of the patent applications and patents on a Subject Invention determined by the Head of the Agency or designee to be forfeited (such determination to be a final decision under the Disputes Clause of this contract), the Contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph (g) shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to Subject Inventions.**

**(h) Examination of records relating to inventions**

**(1) The Contracting Officer or authorized representative, until the expiration of 3 years after final payment under this contract, shall have the right to examine any books (including laboratory note-books), records, documents, and other supporting data of the Contractor which the Contracting Officer or authorized representative reasonably deem pertinent to the discovery or identification of Subject Inventions or to determine compliance with requirements of this clause.**

**(2) The Contracting Officer or authorized representative shall have the right to examine all books (including laboratory notebooks), records and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether any such inventions are Subject Inventions, if the Contractor refuses or fails to:**

**(i) Establish the procedures of paragraph (e)(1) of this clause; or**

**(ii) Maintain and follow such procedures; or**

**(iii) Correct or eliminate and material deficiency in the procedures within thirty days after the Contracting Officer notifies the Contractor of such a deficiency.**

**(i) Withholding of payment (Not applicable to subcontracts).**

**(1) Any time before final payment of the amount of this contract, the Contracting Officer may, if he deems such action warranted, withhold payment until a reserve not exceeding $50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if in his opinion the Contractor fails to:**

**(i) Establish, maintain and follow effective procedures for identifying and disclosing Subject Inventions pursuant to paragraph (e)(1) of this clause; or**

**(ii) Disclose any Subject Invention pursuant to paragraph (e)(2)(i) of this clause; or**

**(iii) Deliver the interim reports pursuant to paragraph (e)(2)(ii) of this clause; or**

**(iv) Provide the information regarding subcontracts pursuant to paragraph (j)(5) of this clause; or**

**(v) Convey to the Government on a DOE-approved form the title and/or rights of the Government in each Subject Invention as required by this clause.**

**(2) The reserve of balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.**

**(3) Final payment under this contract shall not be made by the Contracting Officer before the Contractor delivers to Patent Counsel all disclosures of Subject Inventions and other information required by (e)(2)(i) of this clause, the final report required by (e)(2)(iii) of this clause, and Patent Counsel has issued a patent clearance certification to the Contracting Officer.**

**(4) The Contracting Officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the Contractor is a nonprofit organization, the maximum amount that may be withheld under this paragraph shall not exceed $50,000 or 1 percent of the amount of this contract, whichever is less. No amount shall be withheld under this paragraph while the amount specified in this paragraph is being withheld under other provisions of the contract. The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the Government under this contract.**

**(j) Subcontracts.**

**(1) For the purpose of this paragraph the term "Contractor" means the party awarding a subcontract and the term "Subcontractor" means the party being awarded a subcontract, regardless of tier.**

**(2) Unless otherwise authorized or directed by the Contracting Officer, the Contractor will include the clause ("Patent Rights - Small Business Firms or Nonprofit Organizations"), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work to be performed in the United States by a small business firm or a nonprofit organization. In all other subcontracts regardless of tier, for experimental, developmental, demonstration, or research work, the Contractor will include the Patent Rights clause of 41 C.F.R- Section 9-9.107-5(a) or 41 C.F.R. Section 9-9.107-6 as appropriate, modified to identify the parties. In the event of a refusal by a subcontractor to accept this clause, or if in the opinion of the Contractor this clause is inconsistent with DOE's patent policies, the Contractor:**

**(i) Shall promptly submit written notice to the Contracting Officer setting forth reasons for the Subcontractor refusal and other pertinent information which may expedite disposition of the matter; and**

**(ii) Shall not proceed with the subcontract without the written authorization of the Contracting Officer.**

**(3) Except as may be otherwise provided in this clause, the Contractor shall not, in any subcontract or by using a subcontract as consideration therefor, acquire any rights in its subcontractor's Subject Invention for the Contractor's own use (as distinguished from such rights as may be required solely to fulfill the Contractor's contract obligations to the Government in the performance of this contract).**

**(4) All invention disclosures, reports, instruments, and other information required to be furnished by the Subcontractor to DOE, under the provisions of a Patent Rights clause in any subcontract hereunder may, in the discretion of the Contracting Officer, be furnished to the Contractor for transmission to DOE.**

**(5) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the Subcontractor, the work to be performed under the subcontract, and the dates of award, and estimated completion. Upon the request of the Contracting Officer, the Contractor shall furnish him a copy of the subcontract.**

**(6) The Contractor shall identify all Subject Inventions of the Subcontractor of which it acquires knowledge in the performance of this contract and shall notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) promptly upon the identification of the inventions.**

**(7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in Subject Inventions, and the Contractor hereby assigns to the Government all rights that the Contractor would have to enforce the Subcontractor's obligations for the benefit of the Government with respect to Subject Inventions. The Contractor shall not be obligated to enforce the agreements of any Subcontractor hereunder relating to the obligations of the Subcontractor to the Government regarding Subject Inventions.**

**(k) Background Patents.**

**(1) *"Background Patent"* means a domestic patent covering an invention or discovery which is not a Subject Invention and which is owned or controlled by the Contractor at any time through the completion of this contract:**

**(i) Which the Contractor, but not the Government, has the right to license to others without obligation to pay royalties thereon; and**

**(ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.**

**(2) The Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive, license under any Background Patent for purposes of practicing technology in the same field in which the technology**

was developed in the performance of research, development, or demonstration work under the contract by or for the Government in research, development, and demonstration work only.

(3) The Contractor also agrees that upon written application by the DOE, it will grant to responsible parties for purposes of practicing technology in the same field in which the technology was developed in the performance of research, development or demonstration work under the contract nonexclusive licenses under any Background Patent on terms that are reasonable under the circumstances. If, however, the Contractor believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to DOE for DOE approval of such licensing by the Contractor.

(4) Not withstanding the foregoing paragraph (k)(3), the Contractor shall not be obligated to license any Background Patent if the Contractor demonstrates to the satisfaction of the Head of the Agency or designee that:

(i) A competitive alternative to the subject matter covered by said Background Patent is commercially available or readily introducible from one or more other sources; or

(ii) The Contractor or its licensees are supplying the subject matter covered by said Background Patent in sufficient quantity and at reasonable prices to satisfy market needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(l) Atomic Energy.

(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Except as otherwise authorized in writing by the Contracting Officer, the Contractor will obtain patent agreements to effectuate the provisions of paragraph (1)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

**(m) Limitation of rights.** Nothing contained in this patent rights clause shall be deemed to give the Government any rights with respect to any invention other than a subject invention except as set forth in the Patent Rights clause of this contract with respect to background patents and the facilities license.

**(n) Facilities License.** In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor, which are owned or controlled by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or to have practices by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

**10. DOE PR 9-9-110(c) REPORTING OF ROYALTIES (JUN 1979)**

If this contract is in an amount which exceeds $10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the Contractor agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this contract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

**11. DOE PR 9-9.102-2 AUTHORIZATION AND CONSENT.(JUN 1979)**

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United

States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts).

12. DOE PR 9-9.104 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 1979)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish, to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnity the Government.

(c) This clause shall be included in all subcontracts.

13. NONLIABILITY - COST ACCOUNTING STANDARDS

Reference is made to the clause entitled "Cost Accounting Standards." Notwithstanding the provisions of that clause, the Contractor shall not be liable to the Government for any increased costs or interest thereon, resulting from any failure of the Contractor, with respect to activities carried on at the site of the work, to comply with said clause; provided, the Contractor is in compliance with DOE accounting practices and procedures. The contractor also shall not be liable to the Government for any increased costs or interest of a subcontractor who fails to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause; provided, that the Contractor shall include in each covered subcontract a clause making the subcontractor liable for any increased costs or interest thereon resulting from any failure of the subcontractor to comply with prescribed standards or disclosed practices.

14. RELATIONSHIP TO PRECEDING CONTRACTUAL ARRANGEMENTS

The work under this Contract and Contract No. DE-AM03-76SFOO701 involves in part the continuation of work commenced and performed under a preceding

(7) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide such access as may be required for telephone service installation and maintenance, and shall permit the drainage of industrial effluent, provided such effluent shall not cause Contractor s drainage system to be overloaded and further provided such effluent shall not cause the combined industrial effluent from the optioned area and Contractor's operations to violate any local, state, or federal regulation or law. The Contractor further agrees to furnish to the Site, to the extent the Contractor has reasonably available to it in connection with its adjacent property, such other utility and/or guard, fire protection and other housekeeping services as may be requested by the Government, provided that the Contractor is reimbursed for the reasonable costs of any such utilities and services.

(8) The Contractor further agrees that, at the request of the DOE, it will execute a document or documents setting forth the agreements contained in Section (c) above in such form as will permit the recording of such document or documents for the purpose of giving constructive notice to the public at large.

(f) Other Use of Facilities

(1) The Contractor, during the term of this Contract No. DE-AC03-76SFOO700, shall afford DOE Contractors or designees such access to all facilities and Government property on the Site as the DOE deems appropriate and shall consult with such persons and assist in their orientation. The DOE shall endeavor to schedule the visits of such persons so as to avoid undue interference with the work under this Contract.

(2) Subject to the prior written approval of the DOE and to such conditions, including payments to the Government as the DOE may require, the Contractor may utilize the facilities provided hereunder in connection with work other than work under this Contract.

(g) Maintenance of Property. Upon the expiration or termination of this Contract and until the Government acquires the Site pursuant to Section (c) above or disposes of its property pursuant to Section (d) above, the Contractor shall, as directed by and at the expense of the Government, maintain Government property in its custody and possession in accordance with the clause entitled "Property".

Contract between the parties designated as Contract No. AT(11-1)-GEN-8. It is agreed that the work performed under said Contract No. AT(11-1)-GEN-8 prior to October 1, 1966 shall be governed by the terms of the said Contract No. AT(11-1)-GEN-8, except as may otherwise be agreed in writing of the same or subsequent date. Unless otherwise agreed, all property, materials, subcontracts, and data generated or acquired under Contract No. AT(11-1)-GEN-8 shall be deemed transferred to this Contract or Contract No. DE-AM03-76SFOO701, as the parties may agree, for use thereunder.

## 15. PROPERTY REPORTING REQUIREMENTS

Real Property to be reported under this contract is identified as all DOE Real Property and Improvements located at the Contractor's Santa Susana Field Laboratory and shall be accounted for, and reports made, in accordance with the requirements of DOE Order 4300.1C, Real Property Management.

## 16. SPECIAL PROPERTY PROVISIONS

(a) ***Santa Susana Triangle Site.*** It is recognized that pursuant to the terms and conditions of Contract No. AT(04-3)-49 between the parties hereto, the Contractor made a substantial contribution to the cost of carrying on the work under said Contract, and that part of said contribution was represented by certain property, real and personal, title to which remained in the Contractor, located at the site known as the Santa Susana Triangle. Under said Contract No. AT(04-3)-49 and subsequently under Contract No. AT-11-1-GEN-8 between the parties and prior modifications of this Contract No. DE-AC03-76SFOO700, the Government had an option to purchase the site known as the Santa Susana Triangle and Contractor-owned facilities and improvements located thereon. The boundaries of the Santa Susana Triangle site have been changed from time to time by agreement of the parties.

(b) The ***"Site"***. The term "Site" as used in this clause is defined as the land described in Appendix B and all Contractor-owned facilities and improvements located thereon constituting real property and all Contractor personal property used by the Contractor in support of the operation of said facilities and improvements as of the date of expiration or termination of this Contract, except such Contractor personal property as Contractor may elect to remove with the consent of the Government.

**(c) Government's Option to Purchase Contractor Property. The Government may purchase the Site, as follows: The Government at any time within one hundred and twenty (120) days after expiration or termination of this Contract may notify the Contractor that the Government intends to acquire the Site. Upon such notice the Government shall have an option for a period of 42 months after expiration or termination of this Contract to purchase the Site at its fair market value at the time of the consummation of the purchase and transfer of title to the property. In the event the Government so notifies the Contractor that it intends to acquire the Site, the Government shall pay the fair market rental value for the Site until the Government either acquires title to the Site or completes the disposition of all Government property located on or at the Site pursuant to paragraph (d) below. The rental period shall commence on the date this Contract shall have expired or been terminated. If such option to purchase is not exercised within such 42-month option period, the Government shall proceed to dispose of all Government property located on or at the Site pursuant to paragraph (d) below. Further, the Government shall have the right at any time within such option period, by notice to the Contractor, to relinquish such option, and in the event of such relinquishment, shall proceed to dispose of Government Property as provided in the preceding sentence.**

**(d) Disposition of Government Property. 1) If at any time within one hundred and twenty (120) days following the expiration or termination of this contract the Government does not notify the Contractor of the Government's intent to acquire the site or, 2) if notice has been given to tho Contractor of the intent to acquire the site but the option period has expired or 3) if notice has been given to the Contractor of the intent to acquire the site but DOE notifies the Contractor at any time during the 42 month period after expiration or termination of the contract of its decision not to exercise the option:**

**(1) (i) The Government may notify the Contractor in writing of its plans for disposition of any Government-owned property at the Site excess to Government needs together with its proposed schedule for such disposal. Said schedule shall be as short as is reasonably practical in the circumstances.**

**(ii) The Contractor shall cooperate with the Government to complete the disposal of such excess property by allowing third parties access to the Site for inspection of excess property and removal thereof by successful bidder(s).**

**(iii) Notwithstanding any other contractual provisions, the Contractor shall be afforded the opportunity to submit a competitive bid, or bids, to acquire such excess Government property. In the event the Contractor does acquire any or all such excess property, the Government will be relieved of any and all obligations under this Contract with respect to such Contractor-acquired excess property and/or**

**(2) The Government may direct the Contractor, at the sole expense of the Government, to remove and return to the Government any or all Government property in possession or custody of the Contractor and/or**

**(3) Except as provided below the Government may abandon in place to the Contractor any or all excess Government property on the Site by notifying the Contractor in writing of such abandonment. In the event the Government exercises this right the Government shall be relieved of any and all obligations with respect to such abandoned excess property, provided however that the Government shall be responsible to ensure that any abandoned excess property shall be safe for unrestricted use and in an environmentally acceptable condition in accordance with then current applicable laws and regulations. The Government shall not have the right to abandon in place any partially dismantled buildings or facilities without the consent of the Contractor. In the event the Contractor does not agree to accept abandonment of partially dismantled buildings or facilities, the Government shall be responsible to restore the site of such partially dismantled buildings or facilities to its original condition which may include, but is not limited to, removal of large masses of foundation materials, asphalt paving, and other designated surface and subsurface improvements.**

**(e) Site Control**

**(1) (i) The Contractor shall design all facilities which are to be constructed within the Site so that the level of radiation shall not exceed the permissible levels of radiation under applicable Federal Regulations.**

**(ii) The Contractor will consult with the DOE before making any material change in the usage of Contractor-owned property adjacent to the site and will use its best efforts to preclude occupancy which would limit the DOE's intended use of facilities located on the Site.**

**(2) Easements and Rights of Way**

**(i) The Contractor agrees to provide the DOE necessary ingress and egress to the Site during the period of this Contract and in the event the DOE exercises its option as set forth in Section (c), the Contractor agrees to provide the DOE, its successors and assigns, (A) the right of permanent ingress and egress over the road designated as Black Canyon Road, and the road between points A, B, C, D and E on Survey #49143, as described in Appendix B hereto, and thence to the option site and (B) such rights over other roads providing ingress and egress to the Site as the Contractor may have the right to transfer to the Government, and (C) the necessary ingress and egress to use, service, and maintain the supply pipeline to and the day tank for the ETEC/SCTI fuel oil storage tanks. It is understood that all necessary ingress and egress will be at no cost to the Government.**

**(ii) In the event the DOE exercises its option as set forth in Section (c), the DOE agrees to provide the Contractor, its successors and assigns such easements on and across the Site as are reasonably necessary to the Contractor's activities carried on in the general vicinity of the Site and which do not unreasonably interfere with DOE activities on the Site, such easements shall include but are not limited to the following: (A) the necessary ingress and egress to use, service, and maintain the existing water tanks (located approximately 6,945 feet West and 4,424 feet North of the Southeast corner of Parcel 1 of Survey #49143 and associated water system; (B) the necessary ingress and egress to use, service, and maintain the existing electrical substation (located approximately 6,181 feet West, 3,928 feet North of the aforesaid Southeast corner of parcel 1 of Survey #49143) and associated electrical distribution lines; and (C) a right of way approximately 60 feet wide for road purposes and associated drainage and for utility lines, running in a north easterly direction across the Southeast portion of the Site.**

**(3) The Contractor, its successors/and assigns, during a period of ten (10) years after the expiration or termination of Contract No. DE-AC03-76SFOO700 in the event the Government exercises its option as set forth in Section (c) above, shall provide to the DOE, its successors and assigns, at cost, to the extent requested by any one of them, and to the extent water is available from all or any part of the water supply system or**

systems utilized by the Contractor, its successors and assigns, for the property now owned by the Contractor in the Santa Susana Area, shown on aforesaid Survey #49143 (except such portion thereof as may hereafter be owned by the Government), up to 100,000 gallons of water per day at the site. The Contractor, for itself, its successors and assigns further agrees to permit any public utility willing and able to supply such amount of water to the site to tie into the Contractor's water distribution system, as the same may then be constituted, in a manner satisfactory to supply water to the Site and from and after the time such amount of water is supplied to the Site by a public utility, the obligations of the Contractor, its successors and assigns with regard to the supply-of water to the Site shall cease.

(4) In the event the Government exercises its option as set forth in Section (c) above, the DOE, its successors and assigns, shall have the right during a period of ten (10) years after expiration of termination of Contract No. DE-AC63-76SFOO700, to discharge into the Contractor's sewerage system servicing the Site at no direct cost, a maximum of either 9,440 gallons of sewage per day (2/5 of the total existing sewage capacity of 23,600 gallons as of December 1961) or that amount of sewage produced by not more than 375 people whichever is less, originating from the Site, to the extent permitted by applicable law. Notwithstanding the foregoing, the DOE shall have the right to discharge sewage in excess of the above-mentioned amount originating from the Site, so long as the amount of such sewage and the sewage arising out of the Contractor's activities does not exceed the total capacity of the Contractor's sewerage system.

(5) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide the Government any easements required to enable a public utility to supply electricity to the Site.

(6) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide to the Government any easements required to maintain the pipe lines for the transmission of gaseous nitrogen and oil to the ETEC gaseous nitrogen supply system and the ETEC/SCTI fuel oil storage tanks. In the event the Government elects to terminate the supply of gas, and/or fuel oil, the Government agrees to execute a document or documents for recording purposes which will terminate any recorded easements as hereinafter provided in Section (e)(8), with respect to the gaseous nitrogen supply system and/or fuel oil system.

**(h) Transfer of Article.** Contractor agrees, without further consideration, and in the event of termination or expiration of this Contract No. DE-AC03-76SFOO700 to amend Contract No. EY-76-C-03-0701 or any successor contract thereto, to include therein this clause and paragraph (b)(2) of the clause entitled "Statement of Work" as the same may then exist.

**(i) Burro Flats Electrical Substation**

**(1) All additions to expansions of the existing Burro Flats Substation (No. 704) electrical power distribution system (consisting of switchgear, 5KV distribution, lighting, fencing, etc.) covered by Directive 70-CP-3 shall be deemed personal property and severable.**

**(2) The Contractor agrees these additions to and expansions of the power distribution system may remain on Contractor's land during the term of this Contract and may be abandoned by DOE any time during such term without obligation to restore the premises.**

**(3) In the event of expiration or termination of this Contract, Section (c) above shall be considered applicable to any additions to or expansions of the power distribution systems covered by Directive 70-CP-3 which may be located off the Site.**

**(4) The Contractor agrees to provide to DOE the necessary ingress and egress to these additions and expansions during the period of this Contract and to it, its successors and assigns forever in the event DOE exercises its option to purchase and Site under Section (c) above.**

**(5) In the event the Government exercises its option as set forth in Section (c) above, the Contractor shall provide to the Government any easements required to enable a public utility to supply electricity to these additions to and expansions of the power distribution systems.**

**(6) In the event utilization of the additions to and expansions of the power distribution systems are dependent upon operation of interrelated Contractor-owned equipment, Contractor shall not cease operation of such equipment without affording the Government either an option to have Contractor continue to operate such equipment at Government's expense or an option to purchase such Contractor-owned equipment at its then fair market value. In the event the Government purchases such equipment, paragraphs (b), (d), (e) and (f) above shall apply to such equipment.**

**17. SODIUM COMPONENTS TEST INSTALLATION POWER PAK PROJECT**

**(a) The Contractor is authorized to enter into a lease (Lease Agreement) for a Cogeneration Facility (Facility) identified as the Sodium Components Test Installation Power Pak Project (Power Pak Project) which will receive the waste heat from the Sodium Components Test Installation (SCTI) and generate electricity for sale to the Southern California Edison Company. The revenues from such electricity sales shall be deposited in accordance with instructions from the DOE, to a Government account payable to the order of any Federal Reserve Bank or Branch or General Depository for credit to the U. S. Treasury. DOE has determined that the Lease Agreement (including the erection and leasing of the Facility) and the contracts between the Contractor and Southern California Edison Co. are procurement actions under the Contract and that the costs properly incurred and to be incurred by the Contractor under those agreements, including the monthly lease payments to be paid by the Contractor, will be allowable costs under this Contract.**

**(b) The Contractor will diligently perform all actions required to be performed by the Contractor pursuant to such Lease Agreement.**

**(c) The Contractor shall at all times operate the Facility in accordance with the requirements of the Public Utility Regulatory Policies Act of 1978 (herein called "PURPA") so as to maintain its status as a qualifying small power production facility. Without limiting the generality of the foregoing, the Contractor shall so operate the Facility so that for any calendar year, the conditions set forth in 18 CFR Section 292.204 (or any substitute or successor section) shall be met by the Facility for the period commencing at the beginning of such calendar year and finishing at the end of such calendar year. The Contractor will not take any action if, as a result thereof, the Facility would, for the purposes of the regulations adopted under PURPA, be deemed to be "owned by a person primarily engaged in the generation or sale of electric power (other than electric power solely from cogeneration facilities or small power production facilities)." For the purpose of this paragraph, the term "calendar year" means a calendar year or any other period which may be relevant for the purposes of 18 CFR Section 292.204 or any substitute or successor section.**

**(d) In the event that DOE, during the terms of the Lease Agreement or during the erection period of the Facility, takes any action including, without limitation, causing or failing to cause the exercise of the options referred to in paragraph (e) below, which shall cause payments by Contractor to become due without having sufficient funds obligated under the Contract to cover such payments, the DOE**

shall have the option of providing additional funds sufficient to cover such payments. If additional funds are not provided within ninety (90) days, the Government will, upon request of the Contractor, promptly terminate the Contract for the convenience of the Government pursuant to the clause entitled "Termination," and the payments referred to in this paragraph (d) shall be deemed costs under paragraph (b) of Clause 6 of this Contract which may be incurred by the.Contractor pursuant to the clause entitled "Termination".

(e) The Contractor agrees that it will not exercise any option under the Lease Agreement, including the options to renew for any of five additional one-year periods, to purchase the Facility or to voluntarily terminate the Lease Agreement, without the prior written approval of the Contracting Officer.

18. EXPIRATION OR TERMINATION

(a) In the event this Contract expires or terminates and a new contractor is not selected to assume the management and operation of ETEC, including all of the Contractor's (Rockwell's) obligations (including the obligations mentioned in the next following sentence) under this Contract, such expiration or termination shall be treated as if it were a termination of the Contract for convenience of the Government pursuant to the clause entitled "Termination." In that event, any unpaid obligations of the Contractor, including without limitation the Lease Agreement, the erection and operation of the Cogeneration Facility and the contracts between the Contractor (Rockwell) and the Southern California Edison Company referenced in the clause entitled "Sodium Components Test Installation Power Pak Project", shall be deemed costs under Clause 4(e) hereof, which may be incurred by the Contractor pursuant to the clause entitled "Termination".

(b) In the event this Contract expires or terminates and a new contractor is selected to assume the management and operation of ETEC, DOE shall require the new contractor to assume all of the Contractor's (Rockwell's) obligations under this Contract unless DOE and Rockwell otherwise agree. The Contractor agrees to take all steps necessary to assist the new contractor in assuming such obligations. In such event the Contractor (Rockwell) agrees to:

(1) Cooperate fully with the DOE in order to assure an orderly transfer of functions to the new Contractor and a continuity of operation of ETEC;

(2) At the request of the Contracting Officer, permit the new Contractor to send a project team to ETEC to observe the operation and management

of ETEC for such period of time prior to expiration or termination as designated by the DOE, and assist such project team to the maximum extent possible during this orientation period; and

(3) Perform all those administrative and other actions requested by the Contracting Officer necessary and related to the proper settlement of this Contract and transfer of rights and functions to the new contractor, both before and after the expiration of the Contract term or termination of the Contract.

## 19. QUALITY ASSURANCE

The Contractor shall establish, implement, and maintain a ETEC-wide quality assurance program and comply with all applicable quality assurance regulations and requirements of DOE Order No. 5700.6 as revised. The ETEC-wide quality assurance program shall include the ETEC's quality assurance policy, procedures, and processes and must be designed to assure adequate controls and traceability throughout all areas of contract performance including, but not limited to, procurement, design, research and development, fabrication, assembly, tests, and records maintenance. The ETEC's quality assurance program shall be documented and subject to review and approval by the DOE.

## 20. CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this Contract requires that ETEC personnel be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, those ETEC personnel shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to ETEC's own use or to disclose such information to other Rockwell personnel or third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by ETEC personnel, is in public domain;

(2) Information which is published, after receipt thereof by ETEC personnel, or other-wise becomes part of the public domain through no fault of ETEC personnel;

**(3) Information which ETEC personnel can demonstrate was in their possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;**

**(4) Information which ETEC personnel can demonstrate was already received by them from a third party who did not require ETEC personnel to hold it in confidence.**

**(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each ETEC employee permitted access, whereby the ETEC employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those directly concerned with the performance of the contract.**

**(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. If requested by the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.**

**(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by ETEC personnel.**

**(e) This clause shall flow down to applicable subcontracts.**

## 21. ORDER OF PRECEDENCE

**In the event there is an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence as follows: (a) the Clauses (excluding the Appendices); (b) the Attachment; and (c) the Appendices.**

## 22. TECHNOLOGY TRANSFER MISSION - LABORATORY FACILITY

**This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (Sections 3131, 3132, 3133, and 3157 of P.L. 101-189).**

**(a) Definitions**

**(1) Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.**

**(2) Intellectual Property means trademarks protected by state law and patents, trademarks, copyrights, mask works, and other forms of comparable property rights protected by Federal Law and their foreign counterparts.**

**(3) Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the contractor as operator of the Laboratory and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, and other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Tide 31 of the United States Code.**

**(4) Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the following:**

**(i) Purpose;**

**(ii) Scope of Work which delineates the rights and responsibilities of the Government, the Contractor and Third Parties, one of which must be a non-Federal party;**

**(iii) Schedule for the work; and**

**(iv) Cost and resource contributions of the parties associated with the work and the schedule.**

**(b) Authority.**

**(1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 11(a)(1) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980 as amended (15 U.S.C. 3710a); Section 3132(b) of P.L. 101-189 and of Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.); Section 152 of the Atomic Energy Act of 1954 as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); and Executive Order 12591 of April 10, 1987.**

**(2) The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.**

**(3) In pursuing the technology transfer mission, the Contractor is empowered to conduct activities including but not limited to: identifying and protecting Intellectual Property; negotiating licensing agreements and assignments for Intellectual Property that the Contractor controls or owns; entering into CRADAs; providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Work for Others (WFO); providing information exchanges; and making available Laboratory user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, user facilities, WFO, science education activities, consulting, personnel exchanges, and licensing in accordance with this clause.**

**(c) Allowable Costs (Applies to Contractors performing technology transfer activities under this clause and from which all income is returned to the Laboratory for use under the Contract.)**

**(1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980 as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the**

**ORTA and activities associated with obtaining, maintaining, licensing, and assigning Intellectual Property rights, increasing the potential for the transfer of technology, and the widespread notice of technology transfer opportunities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this Contract. These costs in any fiscal year shall not exceed an amount equal to 0.5 percent of the Federal research and development budget (operating including Work For Others) of the Laboratory for that fiscal year, without written approval of the Contracting Officer, in addition to any separately designated funds.**

**(2) The Contractor's participation in litigation to enforce or defend Intellectual Property claims associated with its technology transfer efforts shall be as provided in the clauses entitled "Litigation and Claims" and Allowable costs and Fee of this Contract.**

**(d) Conflicts of Interest - Technology Transfer**

**The Contractor shall develop implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities. Such implementing procedures shall be provided to the Contracting Officer for review and approval within sixty (60) days after execution of this clause. The Contracting Officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:**

**(1) Inform employees of and require conformance with standards of conduct and integrity, in connection with the CRADA activity in accordance with the provisions of paragraph (n)(5) of this clause;**

**(2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;**

**(3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;**

**(4) Conduct activities relating to commercial utilization of Contractor - developed Intellectual Property so as to avoid interference with or adverse effects on user facility or WFO activities of the Contractor;**

**(5) Conduct DOE funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;**

**(6) Notify the Contracting Officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves Intellectual Property in which the Contractor has obtained or intends to request or elect title;**

**(7) Except as provided elsewhere in this Contract, obtain the approval of the Contracting Officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;**

**(8) Obtain the approval of the Contracting Officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any person who currently is, or within the preceding two years has been, a Contractor/ Laboratory employee and/or consultant or to a company in which said person is a principal.**

**(9) Notify non-Federal sponsors of WFO activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of WFOs or user agreements.**

**(e) Fairness of Opportunity**

**In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.**

**(f) U.S. Industrial Competitiveness**

**(1) In the interest of enhancing U.S. Industrial Competitiveness, the Contractor shall, in its licensing and* assignments of Intellectual Property, give preference in such a manner as to enhance the accrual of economic**

**and technological benefits to the U.S. domestic economy. The Contractor shall consider the following factors in all of its licensing and assignment decisions:**

**(i) whether any resulting design and development will be performed in the United States and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the United States; or**

**(ii) (a) whether the proposed licensee or assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement; and further,**

**(b) whether in licensing any entity subject to the control of a foreign company or government, such foreign government permits United States agencies, organizations or other persons to enter into cooperative research and development agreements and licensing agreements, and has policies to protect United States intellectual property rights.**

**If the Contractor determines that neither of the above two sets of conditions is likely to be fulfilled, the Contractor, prior to entering into such an agreement, must obtain the approval of the Contracting Officer. The Contracting Officer shall act on any such requests for approval within thirty (30) days.**

**(2) The Contractor agrees to be bound by the provisions of 35 U.S.C. 204.**

**(g) <u>Indemnity - Product Liability</u>**

**In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAS, the Contractor agrees to include in such agreements a requirement that the Contractor and the U.S. Government be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from the commercialization and utilization of such technologies, including, but not limited to, the making, using, selling or exporting of products, processes, or services derived from the transferred technology.**

**(h) Disposition of Income**

**(Applies to Contractors conducting technology transfer activities under this clause and from which all income is resumed to the Laboratory for use under the Contract.)**

**(1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of The Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.) as amended through (insert the date of this modification]. If the amounts of such royalties and income received during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year, 75 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be "Subject Inventions" under the Contract.**

**(2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year, provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for an illegal augmentation of funds furnished by the U.S. Government.**

**(3) The Contractor shall establish a policy for making awards or sharing of royalties with Contractor employees, other co-inventors and co-authors, including Federal employee co-inventors when deemed appropriate by the Contracting Officer.**

**(i) Transfer to Successor Contractor**

**In the event of termination or expiration of this Contract, any unexpended balance of income received for use at the Laboratory shall be transferred, at the**

Contracting Officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the Contracting Officer. The Contractor shall transfer title, as one package, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the Contracting Officer.

(j) Technology Transfer Affecting the National Security

(1) The Contractor shall notify and obtain the approval of the Contracting Officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168). Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapons production complex. DOE shall use its best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.

(2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and assignments, notice to such third parties that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

(3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.

(k) Records

The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but

not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h), herein and shall provide reports to the Contracting Officer to enable DOE to maintain the recording requirements of Section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980 as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data clause and paragraph (n) herein. Such records shall be made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.

(l) Reports to Congress

To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan shall be provided to the Contracting Officer on or before October 1st of each year.

(m) Oversight and Appraisal

The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the Contracting Officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.

(n) TECHNOLOGY TRANSFER THROUGH COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS

Upon approval of the Contracting Officer and as provided in a DOE approved Joint Work Statement (JWS), the Laboratory Director or his designee may enter into CRADAs on behalf of the DOE subject to the requirements set forth herein.

**(1) Review and Approval of CRADAs**

**(i) Each JWS shall be submitted to the Contracting Officer for approval. The Contractor's Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related Intellectual Property rights known by the contractor to be owned by the Government to assist the Contracting Officer in his approval determination.**

**(ii) The Contractor shall also include (specific to the proposed CRADA), a statement of compliance with the Fairness of Opportunity requirements of paragraph (e) above.**

**(iii) Within ninety (90) days after submission of a JWS, the Contracting Officer shall approve, disapprove or request modification to the JWS. If a modification is required, the Contracting Officer shall approve or disapprove any resubmission of the JWS within thirty (30) days of its resubmission, or ninety (90) days from the date of the original submission, whichever is later. The Contracting Officer shall provide an explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS.**

**(iv) Upon approval of a JWS, the Contractor's Laboratory Director or designee may submit a CRADA, based upon the approved JWS, to the Contracting Officer. The Contracting Officer, within thirty (30) days of receipt of the CRADA, shall approve or request modification of the CRADA. If the Contracting Officer requests a modification of the CRADA, an explanation of such request shall be provided to the Laboratory Director or designee.**

**(v) The Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA has been granted by the Contracting Officer. The Contractor may submit its proposed CRADA to the Contracting Officer at the time of submitting its proposed JWS or any time thereafter. However, the Contracting Officer is not obligated to respond under subparagraph (iv) above until within thirty (30) days after approval of the JWS or thirty (30) days after submittal of the CRADA, whichever is later.**

**(2) Selection of Participation**

**The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:**

**(i) Give special consideration to small business firms, and consortia involving small business firms;**

**(ii) Grant U. S. preference in accordance with the licensing and assignment requirements of paragraph (f) above;**

**(iii) Provide Fairness of Opportunity in accordance with the requirements of paragraph (e) above; and**

**(iv) Give consideration to the Conflicts of Interest requirements of paragraph (d) above.**

**(3) Withholding of Data**

**(i) The Contractor may provide for appropriate protection against dissemination of data produced as a result of research and development activities conducted under a CRADA, for a period of up to five (5) years from the time the data is first produced. Such data must be data that would be a trade secret or commercial or financial data that would be privileged or confidential, if such data had been obtained from a non-Federal Third Party. Since such data is exempt from disclosure under the Freedom of Information Act, the DOE shall cooperate with the Contractor in withholding such data.**

**(ii) Unless otherwise expressly approved by the Contracting Officer in advance for a specific CRADA, the Contractor agrees, at the request of the Contracting Officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to subparagraph (3)(i) above is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.**

**(iii) In addition to its authority to license Intellectual Property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this Contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (3)(i) above.**

**(4) Work For Others and User Facility Program**

**(i) WFO and User Facility Agreements (UFAS) are not CRADAs and will be available for use by the Contractor in addition to CRADAs for achieving utilization of employee expertise and unique facilities for maximizing technology transfer. The Contractor agrees to inform prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of WFO and UFA opportunities, including Class Waiver provisions associated therewith.**

**(ii) Where the Contractor believes that the transfer of technology to the U. S. domestic economy will benefit from or other equity considerations dictate an arrangement other than the Class Waiver of patent rights to the sponsor in WFO and UFAS, a request may be made to the Contracting Officer for an exception to the Class Waivers.**

**(5) Conflicts of Interest**

**(i) Except as provided in subparagraph (5)(iii) below, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA, if, to such employee's knowledge:**

**(a) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee--**

**(1) holds financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA;**

**(2) receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA; or**

**(b) A financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.**

**(ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA certify through the Contractor to the Contracting Officer that the circumstances described in paragraph (i) above do not apply to that employee.**

**(iii) The requirements of paragraphs (5)(i) and (5)(ii) above shall not apply in a case where the Contracting Officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (5)(i), and the Contracting Officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving the CRADA.**

**(o) <u>TECHNOLOGY TRANSFER IN OTHER COST SHARING AGREEMENTS</u>**

**In conducting research and development activities in cost shared agreements not covered by paragraph (n) above, the Contractor, with written permission of the Contracting Officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) herein.**

**23. TECHNOLOGY TRANSFER PROGRAM, INCLUDING LICENSING OF WAIVED/RELEASED INTELLECTUAL PROPERTY**

**(a) Licenses to Parent Corporation**

**Where the Contractor has determined that its Parent Corporation, or any business entities thereof, is a promising potential licensee of elected/waived subject invention(s) or released copyright(s) arising under this contract, the Contractor shall set forth in writing the basis for its determination and submit the proposed license agreement to the Contracting Officer for approval of the proposed license terms and conditions. The Contracting Officer will be responsible for negotiation of an appropriate royalty to be charged the Parent Corporation or any business entity thereof for use of elected/waived subject inventions or released copyright(s) arising under this contract.**

**(b) Educational Awards Subject to 35 U.S.C. 212**

**Contractor shall notify the Contracting officer prior to the placement of any person, subject to 35 U.S.C. 212, in (1) an area of technology related to excepted technologies; (2) an area of technology which is subject to treaties or international agreements which have been submitted by the Contracting Officer to the Contractor, as set forth in the article entitled "Patent Rights (Long Form)"; or (3) work involving agreements other than funding agreements as set forth in 35 U.S.C. 212. The Contracting Officer shall have the right to disapprove such placement.**

**(c) Licensing Terms**

**Contractor agrees, with respect to agreements to be used in the licensing-out of any type of intellectual property under the licensing program, that the general terms and conditions to be propounded shall be as embodied in DOE approved specimen agreements. Contractor agrees to include in all licensing agreements for elected/waived subject inventions or released copyright(s) arising under this contract, provisions that require licensees to assume all liabilities and include all appropriate disclaimers to the maximum extent as permitted by law. Further, as the Government is not a party to any such license agreements elected/waived subject inventions or released copyright(s) arising under this contract, Contractor agrees to not include in any such license agreement any guarantee or requirement which would obligate the Government to pay any costs or create any liability on behalf of the Government.**

**ATTACHMENT I** **FAR/DEAR CLAUSES**

# CONTRACT CLAUSES

(NOTE: The clauses in this list are incorporated by reference as explained by FAR 52.252-2, and in the case of Clause 52.203-9, Requirement for Certificate of Procurement Integrity - Modification (NOV 1990), is incorporated in full text.)

| No. | Clause | Title |
|---|---|---|
| 1. | DEAR 952.202-1 | Definitions (APR 1984) |
| 2. | FAR 52.203-1 | Officials Not to Benefit (APR 1984) |
| 3. | FAR 52.230-2 | Cost Accounting Standards (AUG 1992) |
| 4. | FAR 52.203-3 | Gratuities (APR 1984) |
| 5. | FAR 52.203-5 (modified by DEAR 970.5203-1) | Covenant Against Contingent Fee (APR 1984) |
| 6. | FAR 52.203-6 | Restrictions on Subcontractor Sales to the Government (JUL 1985) |
| 7. | FAR 52.203-7 | Anti-Kickback Procedures (FEB 1987) |
| 8. | FAR 52.203-9 | Requirement for Certificate of Procurement Integrity - Modification (NOV 1990) |
| 9. | FAR 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990) |
| 10. | FAR 52.203-12 | Limitations on Payments to Influence Certain Federal Transactions (JAN 1990) |
| 11. | FAR 52.203-13 | Procurement Integrity - Service Contracting (SEP 1990) |

| Clause No. | Reference | Title |
|---|---|---|
| 12. | FAR 52.215-1 modified by DEAR 970.5203-2 | Examination of Records by Comptroller General (APR 1984) |
| 13. | FAR 52.219-8 | Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 1985) |
| 14. | FAR 52.219-9 Modified by DEAR 952.219-9 | Small Business and Small Disadvantaged Business Subcontracting Plan (APR 1984) |
| 15. | FAR 52.219-13 | Utilization of Women-Owned Small Businesses (AUG 1986) |
| 16. | FAR 52.219-16 | Liquidated Damages - Small Business Subcontracting Plan (AUG 1989) |
| 17. | FAR 52.220-3 | Utilization of Labor Surplus Area Concerns (APR 1984) |
| 18. | FAR 52.220-4 | Labor Surplus Area Subcontracting Program (APR 1984) |
| 19. | FAR 52.222-3 | Convict Labor (APR 1984) |
| 20. | FAR 52.222-4 | Contract Work Hours and Safety Standards Act-Overtime Compensation (APR 1986) |
| 21. | FAR 52.222-6 | Davis-Bacon Act (FEB 1988) |
| 22. | FAR 52.222-7 | Withholding of Funds (FEB 1988) |
| 23. | FAR 52.222-8 | Payrolls and Basic Records (FEB 1988) |
| 24. | FAR 52.222-9 | Apprentices and Trainees (FEB 1988) |
| 25. | FAR 52.222-10 | Compliance with Copeland Act Requirements (FEB 1988) |

| Clause No. | Reference | Title |
|---|---|---|
| 26. | FAR 52.222-11 | Subcontracts (Labor Standards) (FEB 1988) |
| 27. | FAR 52.222-12 | Contract Termination - Debarment (FEB 1988) |
| 28. | FAR 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations (FEB 1988) |
| 29. | FAR 52.222-14 | Disputes Concerning Labor Standards (FEB 1988) |
| 30. | FAR 52.222-15 | Certification of Eligibility (FEB 1988) |
| 31. | FAR 52.222-26 | Equal Opportunity (APR 1984) |
| 32. | FAR 52.222-28 | Equal Opportunity Preaward Clearance of Subcontracts (APR 1984) |
| 33. | FAR 52.222-35 | Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984) |
| 34. | FAR 52.222-36 | Affirmative Action for Handicapped Workers (APR 1984) |
| 35. | FAR 52.222-37 | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988) |
| 36. | FAR 52.223-3 | Hazardous Material Identification and Material Safety Data (AUG 1987) |
| 37. | FAR 52.223-6 | Drug-Free Workplace (JUL 1990) |
| 38. | FAR 52.233-3 | Clean Air and Water (APR 1984) |
| 39. | FAR 52.224-1 | Privacy Act Notification (APR 1984) |
| 40. | FAR 52.224-2 | Privacy Act (APR 1984) (Deviation) |

| Clause No. | Reference | Title |
|---|---|---|
| 41. | FAR 52.225-3 modified by DEAR 970.5203-3 | Buy American Act-Supplies (APR 1984) |
| 42. | FAR 52.225-5 | Buy American Act - Construction Materials (APR 1984) |
| 43. | FAR 52.225-11 | Restrictions on Certain Foreign Purchases (MAY 1992) |
| 44. | FAR 52.225-13 | Restrictions on Federal Public Works Projects (APR 1988) |
| 45. | FAR 52.230-4 | Administration of Cost Accounting Standards (SEP 1987) |
| 46. | FAR 52.232-17 | Interest (APR 1984) |
| 47. | FAR 52.233-1 | Disputes (APR 1984) |
| 48. | FAR 52.242-1 | Notice of Intent to Disallow Costs (APR 1984) |
| 49. | FAR 52.244-5 | Competition in Subcontracting (APR 1984) |
| 50. | FAR 52.246-9 | Inspection of Research and Development - (Short Form) (APR 1984) |
| 51. | FAR 52.247-63 | Preference for U.S.-Flag Air Carriers (APR 1984) |
| 52. | FAR 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984) |
| 53. | FAR 52.249-14 | Excusable Delays (APR 1984) |
| 54. | FAR 52.251-1 | Government Supply Sources (APR 1984) |
| 55. | FAR 52.251-2 | Interagency Motor Pool Vehicles and Related Services (APR 1984) |

| Clause No. | Reference | Title |
|---|---|---|
| 56. | FAR 52.252-6 | Authorized Deviations in Clauses (APR 1984) |
| 57. | DEAR 952.204-2 | Security (APR 1984) |
| 58. | DEAR 952.204-70 | Classification (APR 1984) |
| 59. | DEAR 952.204-71 | Sensitive Foreign Nations Controls (APR 1984) |
| 60. | DEAR 952.204-74 | Foreign Ownership, Control, or Influence Over Contractor (APR 1984) |
| 61. | DEAR 952.209-71 | Organizational Conflicts of Interest - General (APR 1984) |
| 62. | DEAR 952.217-70 | Acquisition of Real Property (APR 1984) |
| 63. | DEAR 952.223-75 | Preservation of Individual Occupational Radiation Exposure Records (APR 1984) |
| 64. | DEAR 952.224-70 | Paperwork Reduction Act (APR 1984) |
| 65. | DEAR 952.247-70 | Foreign Travel (APR 1984) |
| 66. | DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (NOV 1991) |
| 67. | DEAR 970.5204-2 | Safety and Health (Government Owned or Leased) (APR 1984) |
| 68. | DEAR 970.5204-9 | Accounts, Records, and Inspection (APR 1984) |
| 69. | DEAR 970.5204-11 | Changes (APR 1984) |
| 70. | DEAR 970.5204-12 | Contractor's Organization (APR 1984) |
| 71. | DEAR 970.5204-17 | Legislative Lobbying Cost Prohibition (JUNE 1988) |

| Clause No. | Reference | Title |
|---|---|---|
| 72. | DEAR 970.5204-19 | Printing (APR 1984) |
| 73. | DEAR 970.5204-21 | Property (APR 1984) |
| 74. | DEAR 970.5204-22 | Contractor Purchasing System (JUNE 1988) |
| 75. | DEAR 970.5204-23 | State and Local Taxes (APR 1984) |
| 76. | DEAR 970.5204-24 | Subcontractor Cost or Pricing Data (APR 1984) |
| 77. | DEAR 970.5204-25 | Workmanship and Materials (APR 1984) |
| 78. | DEAR 970.5204-26 | Nuclear Safety (APR 1984) |
| 79. | DEAR 970.5204-27(b) | Consultant or Other Comparable Employment Services (APR 1984) |
| 80. | DEAR 970.5204-28 | Assignment (APR 1984) |
| 81. | DEAR 970.5204-29 | Permits or Licenses (APR 1984) |
| 82. | DEAR 970.5204-30 | Notice of Labor Disputes (APR 1984) |
| 83. | DEAR 970.5204-31 | Litigation and Claims (APR 1984) (Deviation) |
| 84. | DEAR 970.5204-32 | Required Bonds and Insurance - Exclusive of Government Property (APR 1984) |
| 85. | DEAR 970.5204-33(a) | Priorities and Allocations (JUNE 1987) |
| 86. | DEAR 970.5204-33(b) | Priorities and Allocations - Domestic Energy Supplies (JUN 1987) |
| 87. | DEAR 970.5204-38 | Government Facility Subcontract Approval (APR 1984) |
| 88. | DEAR 970.5204-42 | Key Personnel (APR 1984) |
| 89. | DEAR 970.5204-43 | Other Government Contractors (APR 1984) |

| Clause No. | Reference | Title |
|---|---|---|
| 90. | DEAR 970.5204-45 | Termination (APR 1984) |
| 91. | DEAR 970.5204-59 | Whisleblower Protection for Contractor Employees (DEC 1992) |

| AMENDMENT OF SOLICITAT[illegible] /MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A243 | See block 16c | | |

6. ISSUED BY CODE
U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

EXECUTED

| CODE | FACILITY CODE |
|---|---|
| | |

| (V) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

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)

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

| (V) | |
|---|---|
| | 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) Clause 7, Obligation of Funds |

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

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

See Page 2 of 8

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) | |
|---|---|---|---|
| | | Michael E. Barger, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY Michael E. Barger (Signature of Contracting Officer) | 9/28/94 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $745,280,270.91."

| | |
|---|---|
| $744,868,487.91 | Amount obligated through Modification A242 |
| $ 411,783.00 | Amount obligated by Modification A243 |
| $745,280,270.91 | Amount obligated through Modification A243 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A242 | Obl in A243 | Total to Date |
|---|---|---|---|
| Operating | $571,366,090.48 | $ (1,041,824.00) | $570,324,266.48 |
| Equipment | $30,375,428.79 | $ 0.00 | $ 30,375,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 39,181,101.51 | $ 1,453,607.00 | $ 40,634,708.51 |
| Total | $744,868,487.91 | $ 411,783.00 | $745,280,270.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A243 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-45-91 | | | |
| EC-26-01-00-00-0 | 304,000.00 | 260,000.00 | 44,000.00 |
| EC-26-02-00-00-0 | 44,000.00 | 44,000.00 | 0.00 |
| EC-26-03-00-00-0 | 22,000.00 | 22,000.00 | 0.0 |
| EE-53-02-00-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EF-78-02-01-00-0 | 55,000.00 | 55,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 625,000.00 | 581,000.00 | 44,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| AF-65-10-70-0 | 162,000.00 | 162,000.00 | 0.00 |
| AF-80-10-00-0 (1) | 0.00 | 922,000.00 | 490,997.96 |
| AF-80-81-10-0 (1) | 0.00 | (922,000.00) | (490,997.96) |
| AF-95-00-00-0 | 20,900,000.00 | 20,900,000.00 | 0.00 |
| Subtotal AF | 21,062,000.00 | 21,062,000.00 | 0.00 |
| EX-11-30-00-0 (SF4007AA) | 0.00 | (1,411.00) | 0.00 |
| EX-20-10-20-1 (SF148810) | 55,000.00 | 284,000.00 | 0.0 |
| EX-20-10-20-2 (SF148810) (2) | 0.00 | (606,084.60) | 0.00 |
| EX-20-10-20-2 (SF148810) | 153,000.00 | 153,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 534,000.00 | 534,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,773,000.00 | 1,919,084.60 | 0.00 |
| EX-20-10-30-1 (SFHQ999905) | 250,000.00 | 250,000.00 | 0.00 |
| EX-20-10-40-1 (SF148820) (2) | 0.00 | (108,513.84) | 0.00 |
| EX-20-10-40-2 (SF148820) (2) | (0.00) | 339,513.84 | 0.00 |
| EX-20-10-40-3 (SF148820) | 337,000.00 | 337,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,890,000.00 | 1,890,000.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A243 |
|---|---|---|---|
| EX-31-10-01-0 (SFHQ3010-1A) | 109,800.00 | 109,000.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 100,000.00 | 100,000.00 | 0.00 |
| Subtotal EX | 5,201,800.00 | 5,199,589.00 | 0.00 |
| WB-00-00-00-0 (3) | 10,000.00 | 0.00 | 215,000.00 |
| Subtotal WB | 10,000.00 | 0.00 | 215,000.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 26,273,800.00 | 26,261,589.00 | 215,000.0 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-48-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 4,835,000.00 | 4,835,000.00 | 0.00 |
| WN-02-19-04-2 | 19,198.00 | 10,215.00 | 8,983.00 |
| WN-02-19-06-0 (4) | 0.00 | (12,727.08) | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 4,854,198.00 | 4,832,487.92 | 8,983.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-42-91 | | | |
| EW-31-10-01-0 (SFHQ30104C) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-10-00-0 (SF341001) | 100,000.00 | 100,000.00 | 0.00 |
| EW-40-20-00-0 (SF342002) | 150,000.00 | 150,000.00 | 0.00 |
| EW-40-30-00-0 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF342001) | 50,000.00 | 50,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 223,516.00 | 223,516.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 71,300.00 | 71,300.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 844,816.00 | 844,816.00 | 0.00 |

| OPERATING | FY 1994 B/A | PRIOR FUNDING | MOD A243 |
|---|---|---|---|
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-40-91 | | | |
| GB-03-05-07-1 | 13,000.00 | 13,000.00 | 0.00 |
| GB-03-05-07-3 | 2,700.00 | 2,700.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 15,700.00 | 15,700.00 | 0.00 |
| SUPPORT TO OTHER OFFICES TRANSFERS (SF90) 82-02-01 TO ETEC | | | |
| APPROPRIATION: 89X0243.91 FT:TF | | | |
| Allotment: SF-43-91 | | | |
| 82-02-01 (AJ0501000) (SNR) (ALC# 87000101) (CID# M3ETECSNR) | 21,097.00 | 21,097.00 | 0.00 |
| | 21,097.00 | 21,097.00 | 0.00 |
| TOTAL OPERATING | 32,634,611.00 | 32,556,689.92 | 267,983.00 |

| EQUIPMENT | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 180,000.00 | 180,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 180,000.00 | 180,000.00 | 0.00 |
| TOTAL EQUIPMENT | 180,000.00 | 180,000.00 | 0.00 |
| CONSTRUCTION | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-44-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | (1,452,589.11) | 0.00 |
| TOTAL | 0.00 | (1,452,589.11) | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 217,000.00 | 217,000.00 | 0.00 |
| TOTAL 39 WB | 217,000.00 | 217,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 217,000.00 | (1,235,589.11) | 0.00 |
| TOTAL CONSTRUCTION | 217,000.00 | (1,235,589.11) | 0.00 |

| REIMBURSABLE WORK | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-40-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-44-93 | | | |
| 40-04-09-90-0 | 17,000.00 | 0.00 | 17,000.00 |
| 40-10-01-02-0 | 43,000.00 | 39,849.00 | 0.00 |
| 40-10-01-06-0 | 375,000.00 | 375,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 435,000.00 | 414,849.00 | 17,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-44-92 | | | |
| 60-03-01-01-0 | 247,296.00 | 120,496.00 | 126,800.00 |
| 60-03-01-02-0 | 3,218,000.00 | 3,218,000.00 | 0.00 |
| 60-03-03-00-0 | 40,000.00 | 40,000.00 | 0.0 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 3,505,296.00 | 3,378,496.00 | 126,800.00 |
| TOTAL REIMBURSABLE WORK | 3,940,296.00 | 3,793,345.00 | 143,800.00 |

| | FY 1994 B/A | PRIOR FUNDING | |
|---|---|---|---|
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 36,971,907.00 | 35,294,445.81 | 411,783.00 |

FOOTNOTES:

(1) Transfer of uncosted obligations from stores account to facilities account.

(2) PY funds transferred per Josie.

(3) B&R WB0000000 $10K OBLIGATED AND AVAILABLE TO COST. NO BUDGET AUTHORITY GRANTED FOR REMAINING BALANCE. GUIDANCE TO FOLLOW ON DISPOSITION OF REMAINING $205K.

(4) DEOBLIGATION OF BALANCE REMAINING FOR CALIFORNIA ENERGY COMMISION PROJECT CONTRACT #400-86-007.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A244 | See block 16c | | |

6. ISSUED BY CODE
U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (V) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

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

| (V) | |
|---|---|
| | 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)* Clause 7, Obligation of Funds |

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

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

See Page 2 of 8

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)* | |
|---|---|---|---|
| | | Michael E. Barger, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY Michael E. Barger *(Signature of Contracting Officer)* | 10/27/84 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $746,470,270.91."

| | |
|---|---|
| $745,280,270.91 | Amount obligated through Modification A243 |
| $ 1,190,000.00 | Amount obligated by Modification A244 |
| $746,470,270.91 | Amount obligated through Modification A244 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A243 | Obl in A244 | Total to Date |
|---|---|---|---|
| Operating | $570,324,266.48 | $ 1,025,000.00 | $571,349,266.48 |
| Equipment | $30,375,428.79 | $ 165,000.00 | $ 30,540,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 40,634,708.51 | $ 0.00 | $ 40,634,708.51 |
| Total | $745,280,270.91 | $ 1,190,000.00 | $746,470,270.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 8, to this Modification.

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A244
OCTOBER 1994

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A244 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 0.00 | 0.00 | 0.00 |
| EE-53-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal AF | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 (SF148810) | 173,000.00 | 0.00 | 15,000.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 0.00 | 25,000.00 |
| EX-20-10-30-1 (SF148830) | 517,000.00 | 0.00 | 40,000.00 |
| EX-20-10-30-1 (SF148810) | 1,427,000.00 | 0.00 | 140,000.00 |
| EX-20-10-40-2 (SF148820) | 880,000.00 | 0.00 | 75,000.00 |
| EX-20-10-40-3 (SF148820) | 14,000.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 295,000.00 | 0.00 | 295,000.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 0.00 | 0.00 | 0.00 |
| Subtotal EX | 3,535,000.00 | 0.00 | 590,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A244 |
|---|---|---|---|
| WB-00-00-00-0 (1) | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 3,535,000.00 | 0.00 | 590,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SFHQ30104C) | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 200,000.00 | 0.00 | 200,000.00 |
| EW-40-20-00-0 (SF352002) | 120,000.00 | 0.00 | 120,000.00 |
| EW-40-20-00-0 (SF352003) | 100,000.00 | 0.00 | 100,000.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 420,000.00 | 0.00 | 420,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A244 |
|---|---|---|---|
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 3,955,000.00 | 0.00 | 1,010,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 155,000.00 | 0.00 | 155,000.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 10,000.00 | 0.00 | 10,000.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 165,000.00 | 0.00 | 165,000.00 |
| TOTAL EQUIPMENT | 165,000.00 | 0.00 | 165,000.00 |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A244 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| TOTAL | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 0.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A244 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 15,000.00 | 0.00 | 15,000.00 |
| 60-03-01-02-0 | 0.00 | 0.00 | 0.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 15,000.00 | 0.00 | 15,000.00 |
| TOTAL REIMBURSABLE WORK | 15,000.00 | 0.00 | 15,000.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 4,135,000.00 | 0.00 | 1,190,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER
40 & 60 MANUAL INPUT SHEET
OCTOBER 1994
(MOD A244)

| ALLOTMENT | B&R | FUND TYPE | AMOUNT |
|---|---|---|---|
| SF4493 | 400409900 | 3Y | |
| SF4493 | 401001020 | 3Y | |
| SF4493 | 401001060 | 3Y | |
| SF4492 | 600301010 | 2Y | 15,000.00 |
| SF4492 | 600301020 | 2Y | |
| SF4492 | 600303000 | 2Y | |

| AMENDMENT OF SOLICITAT | I/MODIFICATION OF CONTRACT EXECUTED | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|
| | | | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A245 | See block 16c | | |

6. ISSUED BY CODE
U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304

CODE FACILITY CODE

| (✓) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Clause 7, Obligation of Funds |

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

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

See Page 2 of 8

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)* | |
|---|---|---|---|
| | | Michael E. Barger, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY Michael E. Barger *(Signature of Contracting Officer)* | 10/28/94 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $747,510,270.91."

| | |
|---|---|
| $746,470,270.91 | Amount obligated through Modification A244 |
| $ 1,040,000.00 | Amount obligated by Modification A245 |
| $747,510,270.91 | Amount obligated through Modification A245 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A244 | Obl in A245 | Total to Date |
|---|---|---|---|
| Operating | $571,349,266.48 | $ 1,040,000.00 | $572,389,266.48 |
| Equipment | $ 30,540,428.79 | $ 0.00 | $ 30,540,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 40,634,708.51 | $ 0.00 | $ 40,634,708.51 |
| Total | $746,470,270.91 | $ 1,040,000.00 | $747,510,270.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 7, to this Modification.

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A245
OCTOBER 1994

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A245 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 0.00 | 0.00 | 0.00 |
| EF-78-02-01-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-01-00-0 | 1,040,000.00 | 0.00 | 1,040,000.00 |
| Subtotal AF | 1,040,000.00 | 0.00 | 1,040,000.00 |
| EX-20-10-20-1 (SF148810) | 173,000.00 | 15,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 25,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 517,000.00 | 40,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,427,000.00 | 140,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 880,000.00 | 75,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 14,000.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 295,000.00 | 295,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 0.00 | 0.00 | 0.00 |
| Subtotal EX | 3,535,000.00 | 590,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WB-00-00-00-0 (1) | 0.00 | 0.00 | 0.00 |
| Subtotal WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 4,575,000.00 | 590,000.00 | 1,040,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SFHQ30104C) | 0.00 | 0.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 200,000.00 | (200,000.00) |
| EW-40-20-00-0 (SF352001) | 200,000.00 | 0.00 | 200,000.00 |
| EW-40-20-00-0 (SF352002) | 120,000.00 | 120,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 100,000.00 | 100,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 420,000.00 | 420,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 4,995,000.00 | 1,010,000.00 | 1,040,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 155,000.00 | 155,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 10,000.00 | 10,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 165,000.00 | 165,000.00 | 0.00 |
| TOTAL EQUIPMENT | 165,000.00 | 165,000.00 | 0.00 |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| TOTAL | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 0.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 15,000.00 | 15,000.00 | 0.00 |
| 60-03-01-02-0 | 0.00 | 0.00 | 0.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK | 15,000.00 | 15,000.00 | 0.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 5,175,000.00 | 1,190,000.00 | 1,040,000.00 |

| AMENDMENT OF SOLICITATIO | MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|
| | | | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A246 | See block 16c | | |

| 6. ISSUED BY CODE | 7. ADMINISTERED BY *(If other than Item 6)* CODE |
|---|---|
| U. S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | EXECUTED |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International<br>Rocketdyne Division<br>ATTN: Joe Klein<br>6633 Canoga Park<br>Canoga Park, CA 91304 | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |
| CODE \| FACILITY CODE | | |

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

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:<br>Clause 7, Obligation of Funds |
| | D. OTHER (*Specify type of modification and authority*) |

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

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

See Page 2 of 7

EXECUTED

Except as provided herein, all terms and codnitions 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)*<br>Michael E. Barger<br>Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Michael E. Barger<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>12-6-94 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $747,510,270.91."

| | |
|---|---|
| $747,510,270.91 | Amount obligated through Modification A245 |
| $ 4,465,000.00 | Amount obligated by Modification A246 |
| $751,975,270.91 | Amount obligated through Modification A246 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A245 | Obl in A246 | Total to Date |
|---|---|---|---|
| Operating | $572,389,266.48 | $ 4,280,000.00 | $576,669,226.48 |
| Equipment | $ 30,540,428.79 | $ 185,000.00 | $ 30,725,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 40,634,708.51 | $ 0.00 | $ 40,634,708.51 |
| Total | $747,510,270.91 | $ 4,465,000.00 | $751,975,270.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 7, to this Modification.

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A246
NOVEMBER 1994



| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A246 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 0.00 | 0.00 | 0.00 |
| EE-53-02-00-00-0 | 200,000.00 | 0.00 | 200,000.00 |
| TOTAL ENERGY CONSERVATION | 200,000.00 | 0.00 | 200,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal AF | 0.00 | 0.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 1,040,000.00 | (1,040,000.00) |
| AM-10-03-00-0 | 1,560,000.00 | 0.00 | 1,560,000.00 |
| Subtotal AM | 1,560,000.00 | 1,040,000.00 | 520,000.00 |
| EX-20-10-20-1 (SF148810) | 173,000.00 | 15,000.00 | 158,000.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 25,000.00 | 204,000.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 40,000.00 | 430,000.00 |
| EX-20-10-30-1 (SF148810) | 1,377,000.00 | 140,000.00 | 1,237,000.00 |
| EX-20-10-40-2 (SF148820) | 991,000.00 | 75,000.00 | 916,000.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 340,000.00 | 295,000.00 | 45,000.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 29,000.00 | 0.00 | 29,000.00 |
| Subtotal EX | 3,609,000.00 | 590,000.00 | 3,019,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WB-00-00-00-0 (1) | 0.00 | 0.00 | (205,000.00) |
| Subtotal WB | 0.00 | 0.00 | (205,000.00) |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 5,169,000.00 | 1,630,000.00 | 3,334,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 0.00 | 69,000.00 |
| EW-31-10-01-0 (SFHQ03341A) | 130,000.00 | 0.00 | 130,000.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 200,000.00 | 250,000.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 120,000.00 | 130,000.00 |
| EW-40-20-00-0 (SF352003) | 225,000.00 | 100,000.00 | 125,000.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 1,124,000.00 | 420,000.00 | 704,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 6,493,000.00 | 2,050,000.00 | 4,238,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 155,000.00 | 170,000.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 10,000.00 | 15,000.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 350,000.00 | 165,000.00 | 185,000.00 |
| TOTAL EQUIPMENT | 350,000.00 | 165,000.00 | 185,000.00 |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A246 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| TOTAL | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 0.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 57,000.00 | 15,000.00 | 42,000.00 |
| 60-03-01-02-0 | 0.00 | 0.00 | 0.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 57,000.00 | 15,000.00 | 42,000.00 |
| TOTAL REIMBURSABLE WORK | 57,000.00 | 15,000.00 | 42,000.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 6,900,000.00 | 2,230,000.00 | 4,465,000.00 |

| AMENDMENT OF SOLICITATI( MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 7 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A247 | See block 16c | | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE FACILITY CODE

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

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: Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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

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

See Page 2 of 7

Except as provided herein, all terms and codnitions 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)* Michael E. Barger Contracting Officer EXECUTED | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED 12-16-94 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $752,915,270.91."

| | |
|---|---|
| $751,975,270.91 | Amount obligated through Modification A246 |
| $ 940,000.00 | Amount obligated by Modification A247 |
| $752,915,270.91 | Amount obligated through Modification A247 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A246 | Obl in A247 | Total to Date |
|---|---|---|---|
| Operating | $576,669,266.48 | $ 940,000.00 | $577,609,266.48 |
| Equipment | $ 30,725,428.79 | $ 0.00 | $ 30,725,428.79 |
| Plant | $103,945,867.13 | $ 0.00 | $103,945,867.13 |
| Fee | $ 40,634,708.51 | $ 0.00 | $ 40,634,708.51 |
| TOTAL | $751,975,270.91 | $ 940,000.00 | $752,915,270.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 5, to this Modification.

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A247
DECEMBER 1994

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A247 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 0.00 | 0.00 | 0.00 |
| EE-53-02-00-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 200,000.00 | 200,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal AF | 0.00 | 0.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 2,080,000.00 | 1,560,000.00 | 520,000.00 |
| Subtotal AM | 2,080,000.00 | 1,560,000.00 | 520,000.00 |
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,377,000.00 | 1,377,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 991,000.00 | 991,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 340,000.00 | 340,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 29,000.00 | 29,000.00 | 0.00 |
| Subtotal EX | 3,609,000.00 | 3,609,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WB-00-00-00-0 (1) | 0.00 | (205,000.00) | 0.00 |
| Subtotal WB | 0.00 | (205,000.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 5,689,000.00 | 4,964,000.00 | 520,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 225,000.00 | 225,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGMT | 1,124,000.00 | 1,124,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATING | 7,013,000.00 | 6,288,000.00 | 520,000.00 |
| EQUIPMENT | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-65-10-0(99ZZ)SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0(99ZZ)FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9(99ZZ)FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 350,000.00 | 350,000.00 | 0.00 |
| TOTAL EQUIPMENT | 350,000.00 | 350,000.00 | 0.00 |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| TOTAL | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 0.00 | 0.00 | 0.00 |
| TOTAL CONSTRUCTION | 0.00 | 0.00 | 0.00 |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 57,000.00 | 20,000.00 |
| 60-03-01-02-0 | 400,000.00 | 0.00 | 400,000.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0. |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 477,000.00 | 57,000.00 | 420,000.00 |
| TOTAL REIMBURSABLE WORK | 477,000.00 | 57,000.00 | 420,000.00 |
| TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER | 7,840,000.00 | 6,695,000.00 | 940,000.00 |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | Cover \| 5 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A248 | See Blk 16C | N/A | |

6. ISSUED BY CODE
U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Rockwell International
Rocketdyne Division
Attn: Joe Klein
6633 Canoga Ave.
Canoga Park, CA 91304

| (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE FACILITY CODE

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*
See attached pages.

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (*Specify type of modification and authority*) Funding Modification Pursuant to Clause 7, "Obligation of Funds" |

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

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

- Text of Modification A248 is on page 2 -

Except as provided herein, all terms and codnitions 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)* Bobbie Vadnais Contracting Officer EXECUTED | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Bobbie Vadnais *(Signature of Contracting Officer)* | 16C. DATE SIGNED 12.27.94 |

1. Clause 7, subparagraph (a), "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this Contract is $755,389,270.91."

| | |
|---|---|
| $752,915,270.91 | Amount obligated through Modification A247 |
| 2,474,000.00 | Amount obligated by Modification A248 |
| $755,389,270.91 | Amount obligated through Modification A248 |

2. The funds obligated through this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A247 | Obl in A248 | Total to Date |
|---|---|---|---|
| Operating | $577,609,266.48 | $1,675,000.00 | $579,284,266.48 |
| Equipment | 30,725,428.79 | 150,000.00 | 30,875,428.79 |
| Plant | 103,945,867.13 | 649,000.00 | 104,594,867.13 |
| Fee | 40,634,708.51 | 0.00 | 40,634,708.51 |
| TOTAL | $752,915,270.91 | $2,474,000.00 | $755,389,270.91 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 1 through 5 to this modification.

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A248**
**DECEMBER 1994**

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A248 | |
|---|---|---|---|---|
| ENERGY CONSERVATION | | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | | |
| Allotment: SF-55-91 | | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 | |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 | |
| EC-26-03-00-00-0 | 0.00 | 0.00 | 0.00 | |
| EE-53-02-00-00-0 | 200,000.00 | 200,000.00 | 0.00 | |
| TOTAL ENERGY CONSERVATION | 200,000.00 | 200,000.00 | 0.00 | |
| ENERGY SUPPLY RESEARCH & DEV. | | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | | |
| Allotment: SF-54-91 | | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 | |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 | |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 | |
| AF-95-00-00-0 | 0.00 | 0.00 | 0.00 | |
| Subtotal AF | 0.00 | 0.00 | 0.00 | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 | |
| AM-10-03-00-0 | 2,600,000.00 | 2,080,000.00 | 520,000.00 | 572499 |
| Subtotal AM | 2,600,000.00 | 2,080,000.00 | 520,000.00 | |
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 | |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 | |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 | |
| EX-20-10-30-1 (SF148810) | 1,377,000.00 | 1,377,000.00 | 0.00 | |
| EX-20-10-40-2 (SF148820) | 991,000.00 | 991,000.00 | 0.00 | |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 | |
| EX-31-20-09-0 (SF3921) | 1,340,000.00 | 340,000.00 | 1,000,000.00 | 572506 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 | |
| EX-31-10-02-1 (SF3914A) | 109,000.00 | 29,000.00 | 80,000.00 | 507 |
| Subtotal EX | 4,689,000.00 | 3,609,000.00 | 1,080,000.00 | |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A248 | |
|---|---|---|---|---|
| WB-00-00-00-0 (1) | 0.00 | (205,000.00) | 0.00 | |
| Subtotal WB | 0.00 | (205,000.00) | 0.00 | |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 7,289,000.00 | 5,484,000.00 | 1,600,000.00 | |
| DEPARTMENTAL ADMIN | | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | | |
| Allotment: SF-58-91 | | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 | |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 | |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 | |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 | |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 | |
| TOTAL DEPARTMENTAL ADMIN | 0.00 | 0.00 | 0.00 | |
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | | |
| Allotment: SF-52-91 | | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 | |
| EW-31-10-01-0 (SFHQ03341A) | 130,000.00 | 130,000.00 | 0.00 | |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 | |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 | |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 | |
| EW-40-20-00-0 (SF352003) | 225,000.00 | 225,000.00 | 0.00 | |
| EW-40-50-00-0 (SF355004) | 75,000.00 | 0.00 | 75,000.00 | S 72508 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 | |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 | |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,199,000.00 | 1,124,000.00 | 75,000.00 | |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A248 |
|---|---|---|---|
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | 0.00 | 0.00 |
| **TOTAL OPERATING** | **8,688,000.00** | **6,808,000.00** | **1,675,000.00** |
| **EQUIPMENT** | | | |
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-65-10-0 A104 (99ZZ) SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) EOO3 (SFHQ03341A) | 150,000.00 | 0.00 | 150,000.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 350,000.00 | 150,000.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **350,000.00** | **150,000.00** |

572509

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A248 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 0.00 | 649,000.00 |
| TOTAL | 649,000.00 | 0.00 | 649,000.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 649,000.00 | 0.00 | 649,000.00 |
| **TOTAL CONSTRUCTION** | **649,000.00** | **0.00** | **649,000.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A248 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 77,000.00 | 0.00 |
| 60-03-01-02-0 | 400,000.00 | 400,000.00 | 0.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 477,000.00 | 477,000.00 | 0.00 |
| **TOTAL REIMBURSABLE WORK** | **477,000.00** | **477,000.00** | **0.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **10,314,000.00** | **7,635,000.00** | **2,474,000.00** |

# AMENDMENT OF SOLICITATIO[N] .ODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A249 | See block 16c | | |

6. ISSUED BY CODE
U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE | FACILITY CODE

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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: Clause 7, Obligation of Funds |
| | D. OTHER (*Specify type of modification and authority*) |

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

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

See Page 2 of 9

Except as provided herein, all terms and codnitions 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)* Michael E. Barger Contracting Officer EXECUTED | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED 1/31/95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $757,252,263.70."

| | |
|---|---|
| $755,389,270.91 | Amount obligated through Modification A248 |
| $ 1,862,992.79 | Amount obligated by Modification A249 |
| $757,252,263.70 | Amount obligated through Modification A249 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A248 | Obl in A249 | Total to Date |
|---|---|---|---|
| Operating | $ 579,284,266.48 | $ 1,862,992.79 | $581,147,259.27 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $ 104,594,867.13 | $ 0.00 | $104,594,867.13 |
| Fee | $ 40,634,708.51 | $ 0.00 | $ 40,634,708.51 |
| TOTAL | $ 755,389,270.91 | $ 1,862,992.79 | $757,252,263.70 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A249
## JANUARY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A249 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 300,000.00 | 0.00 | 300,000.00 |
| EC-26-02-00-00-0 | 61,000.00 | 0.00 | 61,000.00 |
| EC-26-03-00-00-0 | 40,000.00 | 0.00 | 40,000.00 |
| EE-53-02-00-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 0.00 | 60,000.00 |
| SUBTOTAL ENERGY CONSERVATION | 661,000.00 | 200,000.00 | 461,000.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 0.00 | 5,000.00 |
| TOTAL ENERGY CONSERVATION | 666,000.00 | 200,000.00 | 466,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AF-65-10-70-0 | 0.00 | 0.00 | 0.00 |
| AF-80-10-00-0 | 0.00 | 0.00 | 0.00 |
| AF-80-81-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 0.00 | 0.00 | 0.00 |
| Subtotal AF | 0.00 | 0.00 | 0.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A249
JANUARY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A249 |
|---|---|---|---|
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 3,120,000.00 | 2,600,000.00 | 520,000.00 |
| Subtotal AM | 3,120,000.00 | 2,600,000.00 | 520,000.00 |
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,277,000.00 | 1,377,000.00 | (100,000.00) |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 991,000.00 | (100,000.00) |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 1,340,000.00 | 1,340,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 109,000.00 | 109,000.00 | 0.00 |
| Subtotal EX | 4,489,000.00 | 4,689,000.00 | (200,000.00) |
| WB-00-00-00-0 | (205,000.00) | (205,000.00) | 0.00 |
| Subtotal WB | (205,000.00) | (205,000.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 7,404,000.00 | 7,084,000.00 | 320,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 0.00 | 1,000,000.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 0.00 | 1,000,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A249
JANUARY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A249 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 225,000.00 | 100,000.00 |
| EW-40-50-00-0 (SF355004) | 0.00 | 75,000.00 | (75,000.00) |
| EW-40-50-00-0 (SF325001) | 75,000.00 | 0.00 | 75,000.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 0.00 | 30,000.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,329,000.00 | 1,199,000.00 | 130,000.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | 0.00 | (3,397.25) |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | 0.00 | (3,397.25) |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | 0.00 | (30.00) |
| TOTAL MATERIALS SUPPORT | 0.00 | 0.00 | (30.00) |
| **TOTAL OPERATING** | **10,399,000.00** | **8,483,000.00** | **1,912,572.75** |

**EQUIPMENT**

| | | | |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-65-10-0 A104 (99ZZ) SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) EOO3 (SFHQ03341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A249
JANUARY 1995

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A249 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| TOTAL 39 WB | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 649,000.00 | 649,000.00 | 0.00 |
| **TOTAL CONSTRUCTION** | **649,000.00** | **649,000.00** | **0.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A249 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (49,579.96) | 0.00 | (49,579.96) |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | (49,579.96) | 0.00 | (49,579.96) |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 (2) | 77,000.00 | 77,000.00 | 20,000.00 |
| 60-03-01-02-0 (2) | 400,000.00 | 400,000.00 | (20,000.00) |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 477,000.00 | 477,000.00 | 0.00 |
| **TOTAL REIMBURSABLE WORK** | **427,420.04** | **477,000.00** | **(49,579.96)** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **11,975,420.04** | **10,109,000.00** | **1,862,992.79** |

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A249
JANUARY 1995

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
2. Prior year adjustment to correct contract MOD A233.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 8 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A250 | See block 16c | | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

EXECUTED

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

Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

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: Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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

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

See Page 2 of 8

Except as provided herein, all terms and codnitions 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)* Michael E. Barger Contracting Officer EXECUTED | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED 2/28/95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $758,778,763.70."

| | |
|---|---|
| $757,252,263.70 | Amount obligated through Modification A249 |
| $ 1,526,500.00 | Amount obligated by Modification A250 |
| $758,778,763.70 | Amount obligated through Modification A250 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A249 | Obl in A250 | Total to Date |
|---|---|---|---|
| Operating | $ 581,147,259.27 | $ 1,396,260.86 | $582,543,520.13 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $ 104,594,867.13 | $ 80,000.00 | $104,674,867.13 |
| Fee | $ 40,634,708.51 | $ 50,239.14 | $ 40,684,947.65 |
| TOTAL | $ 757,252,263.70 | $ 1,526,500.00 | $758,778,763.70 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A250
## FEBRUARY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A250 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 361,000.00 | 300,000.00 | 61,000.00 |
| EC-26-02-00-00-0 | 0.00 | 61,000.00 | (61,000.00) |
| EC-26-03-00-00-0 | 40,000.00 | 40,000.00 | 0.00 |
| EE-53-02-00-00-0 | 200,000.00 | 200,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 661,000.00 | 661,000.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 666,000.00 | 666,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 3,640,000.00 | 3,120,000.00 | 520,000.00 |
| Subtotal AM | 3,640,000.00 | 3,120,000.00 | 520,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A250 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,277,000.00 | 1,277,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 2,215,200.00 | 1,340,000.00 | 875,200.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 160,300.00 | 109,000.00 | 51,300.00 |
| Subtotal EX | 5,415,500.00 | 4,489,000.00 | 926,500.00 |
| WB-00-00-00-0 | (205,000.00) | (205,000.00) | 0.00 |
| Subtotal WB | (205,000.00) | (205,000.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 8,850,500.00 | 7,404,000.00 | 1,446,500.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 1,000,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A250 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 130,000.00 | (130,000.00) |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 0.00 | 130,000.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-50-00-0 (SF355004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 75,000.00 | 75,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,329,000.00 | 1,329,000.00 | 0.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **11,845,500.00** | **10,395,572.75** | **1,446,500.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A250 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-65-10-0 A104 (99ZZ) SP100 SPACE REACTOR | 0.00 | 0.00 | 0.00 |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 150,000.00 | (150,000.00) |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 0.00 | 150,000.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A250 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 80,000.00 | 0.00 | 80,000.00 |
| TOTAL 39 WB | 80,000.00 | 0.00 | 80,000.00 |
| TOTAL ENERGY SUPPLY R&D | 729,000.00 | 649,000.00 | 80,000.00 |
| **TOTAL CONSTRUCTION** | **729,000.00** | **649,000.00** | **80,000.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A250 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | 0.00 | 0.00 | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (49,579.96) | (49,579.96) | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | (49,579.96) | (49,579.96) | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 97,000.00 | 0.00 |
| 60-03-01-02-0 | 400,000.00 | 380,000.00 | 0.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 477,000.00 | 477,000.00 | 0.00 |
| **TOTAL REIMBURSABLE WORK** | **427,420.04** | **427,420.04** | **0.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **13,501,920.04** | **11,971,992.79** | **1,526,500.00** |

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A250
FEBRUARY 1995

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn. <$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

Do not send

| AMENDMENT OF SOLICITATIO MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A251 | See block 16c | | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE FACILITY CODE

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

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: Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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

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

See Page 2 of 9

Except as provided herein, all terms and codnitions 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)* Michael E. Barger Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED 3-30-95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $759,888,807.30."

| | |
|---|---|
| $758,778,763.70 | Amount obligated through Modification A250 |
| $ 1,110,043.60 | Amount obligated by Modification A251 |
| $759,888,807.30 | Amount obligated through Modification A251 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A250 | Obl in A251 | Total to Date |
|---|---|---|---|
| Operating | $ 582,543,520.13 | $ 1,110,043.60 | $583,653,563.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,674,867.13 | $ 0.00 | $104,674,867.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $758,778,763.70 | $ 0.00 | $759,888,807.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A251
## MARCH 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A251 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 361,000.00 | 361,000.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 40,000.00 | 40,000.00 | 0.00 |
| EE-53-02-00-00-0 | 400,000.00 | 200,000.00 | 200,000.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 861,000.00 | 661,000.00 | 200,000.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 866,000.00 | 666,000.00 | 200,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 3,640,000.00 | 3,640,000.00 | 0.00 |
| Subtotal AM | 3,640,000.00 | 3,640,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A251 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,277,000.00 | 1,277,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 3,087,000.00 | 2,215,200.00 | 871,800.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 206,000.00 | 160,300.00 | 45,700.00 |
| Subtotal EX | 6,333,000.00 | 5,415,500.00 | 917,500.00 |
| WB-00-00-00-0 | (185,000.00) | (205,000.00) | 20,000.00 |
| Subtotal WB | (185,000.00) | (205,000.00) | 20,000.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 9,788,000.00 | 8,850,500.00 | 937,500.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 1,000,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A251 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-50-00-0 (SF355004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 75,000.00 | 75,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,329,000.00 | 1,329,000.00 | 0.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **12,983,000.00** | **11,842,072.75** | **1,137,500.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A251 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A251 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL 39 WB | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 729,000.00 | 729,000.00 | 0.00 |
| **TOTAL CONSTRUCTION** | **729,000.00** | **729,000.00** | **0.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A251 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | (1,293.40) | 0.00 | (1,293.40) |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | (1,293.40) | 0.00 | (1,293.40) |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (75,742.96) | (49,579.96) | (26,163.00) |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | (75,742.96) | (49,579.96) | (26,163.00) |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 97,000.00 | 0.00 |
| 60-03-01-02-0 | 400,000.00 | 380,000.00 | 0.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 477,000.00 | 477,000.00 | 0.00 |
| **TOTAL REIMBURSABLE WORK** | **399,963.64** | **427,420.04** | **(27,456.40)** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **14,611,963.64** | **13,498,492.79** | **1,110,043.60** |

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
<$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A252 | See block 16c | | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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: Clause 7, Obligation of Funds |
| | D. OTHER (*Specify type of modification and authority*) |

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

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

See Page 2 of 9

Except as provided herein, all terms and codnitions 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)* Michael E. Barger 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 3-31-95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $760,646,807.30."

| | |
|---|---|
| $759,888,807.30 | Amount obligated through Modification A251 |
| $ 758,000.00 | Amount obligated by Modification A252 |
| $760,646,807.30 | Amount obligated through Modification A252 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A251 | Obl in A252 | Total to Date |
|---|---|---|---|
| Operating | $ 583,653,563.73 | $ 758,000.00 | $584,411,563.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,674,867.13 | $ 0.00 | $104,674,867.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $759,888,807.30 | $ 758,000.00 | $760,646,807.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A252
## MARCH 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A252 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 361,000.00 | 361,000.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 40,000.00 | 40,000.00 | 0.00 |
| EE-53-02-00-00-0 | 400,000.00 | 400,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 861,000.00 | 861,000.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 866,000.00 | 866,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 4,388,000.00 | 3,640,000.00 | 748,000.00 |
| Subtotal AM | 4,388,000.00 | 3,640,000.00 | 748,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A252 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,277,000.00 | 1,277,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 3,087,000.00 | 3,087,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 206,000.00 | 206,000.00 | 0.00 |
| Subtotal EX | 6,333,000.00 | 6,333,000.00 | 0.00 |
| WB-00-00-00-0 | (185,000.00) | (185,000.00) | 0.00 |
| Subtotal WB | (185,000.00) | (185,000.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 10,536,000.00 | 9,788,000.00 | 748,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 1,000,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A252 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-50-00-0 (SF355004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 75,000.00 | 75,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,329,000.00 | 1,329,000.00 | 0.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **13,731,000.00** | **12,979,572.75** | **748,000.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A252 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A252 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL 39 WB | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 729,000.00 | 729,000.00 | 0.00 |
| **TOTAL CONSTRUCTION** | **729,000.00** | **729,000.00** | **0.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A252 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | (1,293.40) | (1,293.40) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | (1,293.40) | (1,293.40) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (75,742.96) | (75,742.96) | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | (75,742.96) | (75,742.96) | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 97,000.00 | 0.00 |
| 60-03-01-02-0 | 400,000.00 | 380,000.00 | 0.00 |
| 60-03-03-00-0 | 10,000.00 | 0.00 | 10,000.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 487,000.00 | 477,000.00 | 10,000.00 |
| **TOTAL REIMBURSABLE WORK** | **409,963.64** | **399,963.64** | **10,000.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **15,369,963.64** | **14,608,536.39** | **758,000.00** |

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
<$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | 1. TRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A253 | See block 16c | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY *(If other than Item 6)* | CODE |
|---|---|---|---|
| U. S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | | EXECUTED | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International<br>Rocketdyne Division<br>ATTN: Joe Klein<br>6633 Canoga Park<br>Canoga Park, CA 91304 | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |
| CODE \| FACILITY CODE | | |

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

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: Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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

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

See Page 2 of 9

Except as provided herein, all terms and codnitions 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)*<br>Michael E. Barger<br>Contracting Officer EXECUTED | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY *(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>4/28/95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $762,732,757.30."

| | |
|---|---|
| Amount obligated through Modification A252 | $760,646,807.30 |
| Amount obligated by Modification A253 | $ 2,085,950.00 |
| Amount obligated through Modification A253 | $762,732,757.30 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A252 | Obl in A253 | Total to Date |
|---|---|---|---|
| Operating | $584,411,563.73 | $ 2,288,750.00 | $586,700,313.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,674,867.13 | $ (202,800.00) | $104,472,067.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $760,646,807.30 | $ 2,085,950.00 | $762,732,757.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A253
## APRIL 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A253 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 | 361,000.00 | 361,000.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 45,000.00 | 40,000.00 | 5,000.00 |
| EE-53-02-00-00-0 | 400,000.00 | 400,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 866,000.00 | 861,000.00 | 5,000.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 871,000.00 | 866,000.00 | 5,000.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 4,840,000.00 | 4,388,000.00 | 452,000.00 |
| Subtotal AM | 4,840,000.00 | 4,388,000.00 | 452,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A253 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,277,000.00 | 1,277,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 3,087,000.00 | 3,087,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 206,000.00 | 206,000.00 | 0.00 |
| Subtotal EX | 6,333,000.00 | 6,333,000.00 | 0.00 |
| WB-00-00-00-0 | (178,250.00) | (185,000.00) | 6,750.00 |
| Subtotal WB | (178,250.00) | (185,000.00) | 6,750.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 10,994,750.00 | 10,536,000.00 | 458,750.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 1,000,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A253 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-50-00-0 (SF355004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 100,000.00 | 75,000.00 | 25,000.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,354,000.00 | 1,329,000.00 | 25,000.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **14,219,750.00** | **13,727,572.75** | **488,750.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A253 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A253 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) (2) | (122,800.00) | 80,000.00 | (202,800.00) |
| TOTAL 39 WB | (122,800.00) | 80,000.00 | (202,800.00) |
| TOTAL ENERGY SUPPLY R&D | 526,200.00 | 729,000.00 | (202,800.00) |
| **TOTAL CONSTRUCTION** | **526,200.00** | **729,000.00** | **(202,800.00)** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A253 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | (1,293.40) | (1,293.40) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | (1,293.40) | (1,293.40) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (75,742.96) | (75,742.96) | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | (75,742.96) | (75,742.96) | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 97,000.00 | 0.00 |
| 60-03-01-02-0 | 2,200,000.00 | 380,000.00 | 1,800,000.00 |
| 60-03-03-00-0 | 10,000.00 | 10,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 2,287,000.00 | 487,000.00 | 1,800,000.00 |
| **TOTAL REIMBURSABLE WORK** | **2,209,963.64** | **409,963.64** | **1,800,000.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **17,455,913.64** | **15,366,536.39** | **2,085,950.00** |

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   <$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

2. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   For FY 1995 project #85-A6004, H-1 & H-2 Combustion Air Preheat.

| AMENDMENT OF SOLICITATIC MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A254 | See block 16c | | |

| 6. ISSUED BY CODE | 7. ADMINISTERED BY *(If other than Item 6)* CODE |
|---|---|
| U. S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International<br>Rocketdyne Division<br>ATTN: Joe Klein<br>6633 Canoga Park<br>Canoga Park, CA 91304 | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |
| CODE / FACILITY CODE | | |

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

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:<br>Clause 7, Obligation of Funds |
| | D. OTHER (*Specify type of modification and authority*) |

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

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

See Page 2 of 9

Except as provided herein, all terms and codnitions 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)*<br>Michael E. Barger<br>Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY *(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>5-31-95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $764,132,757.30."

| | |
|---|---|
| Amount obligated through Modification A253 | $762,732,757.30 |
| Amount obligated by Modification A254 | $ 1,400,000.00 |
| Amount obligated through Modification A254 | $764,132,757.30 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A253 | Obl in A254 | Total to Date |
|---|---|---|---|
| Operating | $586,700,313.73 | $ 1,400,000.00 | $588,100,313.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,472,067.13 | $ 0.00 | $104,472,067.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $762,732,757.30 | $ 1,400,000.00 | $764,132,757.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A254
## MAY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A254 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 (3) | 361,000.00 | 361,000.00 | 32,883.00 |
| EC-26-02-00-00-0 (3) | 0.00 | 0.00 | (32,883.00) |
| EC-26-03-00-00-0 | 45,000.00 | 45,000.00 | 0.00 |
| EE-53-02-00-00-0 | 400,000.00 | 400,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 866,000.00 | 866,000.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 871,000.00 | 871,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 6,240,000.00 | 4,840,000.00 | 1,400,000.00 |
| Subtotal AM | 6,240,000.00 | 4,840,000.00 | 1,400,000.00 |

ENERGY TECHNOLOGY ENGINEERING CENTER
CONTRACT DE-AC03-76SF00700
MODIFICATION A254
MAY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A254 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,277,000.00 | 1,277,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 3,087,000.00 | 3,087,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 206,000.00 | 206,000.00 | 0.00 |
| Subtotal EX | 6,333,000.00 | 6,333,000.00 | 0.00 |
| WB-00-00-00-0 | (178,250.00) | (178,250.00) | 0.00 |
| Subtotal WB | (178,250.00) | (178,250.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 12,394,750.00 | 10,994,750.00 | 1,400,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 1,000,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A254 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-50-00-0 (SF355004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 100,000.00 | 100,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,354,000.00 | 1,354,000.00 | 0.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **15,619,750.00** | **14,216,322.75** | **1,400,000.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A254 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A254 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) (2) | (122,800.00) | (122,800.00) | 0.00 |
| TOTAL 39 WB | (122,800.00) | (122,800.00) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 526,200.00 | 526,200.00 | 0.00 |
| **TOTAL CONSTRUCTION** | **526,200.00** | **526,200.00** | **0.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A254 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | (1,293.40) | (1,293.40) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | (1,293.40) | (1,293.40) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (75,742.96) | (75,742.96) | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | (75,742.96) | (75,742.96) | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 97,000.00 | 0.00 |
| 60-03-01-02-0 | 2,200,000.00 | 2,180,000.00 | 0.00 |
| 60-03-03-00-0 | 10,000.00 | 10,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 2,287,000.00 | 2,287,000.00 | 0.00 |
| **TOTAL REIMBURSABLE WORK** | **2,209,963.64** | **2,209,963.64** | **0.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **18,855,913.64** | **17,452,486.39** | **1,400,000.00** |

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   <$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

2. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   For FY 1995 project #85-A6004, H-1 & H-2 Combustion Air Preheat.

3. FY 1994 Uncosted Obligations opening balance moved to correct B&R per HQ instructions to ETEC.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A255 | See block 16c | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY *(If other than Item 6)* | CODE |
|---|---|---|---|
| U. S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | | EXECUTED | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International<br>Rocketdyne Division<br>ATTN: Joe Klein<br>6633 Canoga Park<br>Canoga Park, CA 91304 | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |

| CODE | FACILITY CODE |
|---|---|
| | |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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:<br>Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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

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

See Page 2 of 9

EXECUTED

Except as provided herein, all terms and codnitions 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)*<br>Michael E. Barger<br>Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Michael E. Barger<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>7-17-95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $ 764,157,757.30."

| | |
|---|---|
| Amount obligated through Modification A254 | $764,132,757.30 |
| Amount obligated by Modification A255 | $ 25,000.00 |
| Amount obligated through Modification A255 | $764,157,757.30 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A254 | Obl in A255 | Total to Date |
|---|---|---|---|
| Operating | $588,100,313.73 | $ 25,000.00 | $588,125,313.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,472,067.13 | $ 0.00 | $104,472,067.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $764,132,757.30 | $ 25,000.00 | $764,157,757.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

ENERGY TECHNOLOG' NGINEERING CENTER
CONTRACT DE /3-76SF00700
MODIFICATION A255
JUNE 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A255 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 (3) | 361,000.47 | 393,883.00 | 0.47 |
| EC-26-02-00-00-0 (3) | (0.47) | (32,883.00) | (0.47) |
| EC-26-03-00-00-0 | 45,000.00 | 45,000.00 | 0.00 |
| EE-53-02-00-00-0 | 400,000.00 | 400,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 866,000.00 | 866,000.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 871,000.00 | 871,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 6,240,000.00 | 6,240,000.00 | 0.00 |
| Subtotal AM | 6,240,000.00 | 6,240,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A255 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,277,000.00 | 1,277,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 3,087,000.00 | 3,087,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 206,000.00 | 206,000.00 | 0.00 |
| Subtotal EX | 5,442,000.00 | 6,333,000.00 | 0.00 |
| WB-00-00-00-0 | (178,250.00) | (178,250.00) | 0.00 |
| Subtotal WB | (178,250.00) | (178,250.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 11,503,750.00 | 12,394,750.00 | 0.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 1,000,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A255 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-40-10-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 60,000.00 | 250,000.00 | (190,000.00) |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 190,000.00 | 0.00 | 190,000.00 |
| EW-40-50-00-0 (SF325001) | 100,000.00 | 100,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,354,000.00 | 1,354,000.00 | 0.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **14,728,750.00** | **15,616,322.75** | **0.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A255 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A255 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) (2) | (122,800.00) | (122,800.00) | 0.00 |
| TOTAL 39 WB | (122,800.00) | (122,800.00) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 526,200.00 | 526,200.00 | 0.00 |
| **TOTAL CONSTRUCTION** | **526,200.00** | **526,200.00** | **0.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A255 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | (1,293.40) | (1,293.40) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | (1,293.40) | (1,293.40) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (50,742.96) | (75,742.96) | 25,000.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | (50,742.96) | (75,742.96) | 25,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 77,000.00 | 97,000.00 | 0.00 |
| 60-03-01-02-0 | 2,200,000.00 | 2,180,000.00 | 0.00 |
| 60-03-03-00-0 | 10,000.00 | 10,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 2,287,000.00 | 2,287,000.00 | 0.00 |
| **TOTAL REIMBURSABLE WORK** | **2,234,963.64** | **2,209,963.64** | **25,000.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **17,989,913.64** | **18,852,486.39** | **25,000.00** |

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   <$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

2. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   For FY 1995 project #85-A6004, H-1 & H-2 Combustion Air Preheat.

3. FY 1994 Uncosted Obligations opening balance moved to correct B&R per HQ instructions to ETEC.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A256 | See block 16c | | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE FACILITY CODE

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

EXECUTED

## 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: Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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

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

See Attachment A

EXECUTED

Except as provided herein, all terms and codnitions 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)* Michael E. Barger Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED 7-28-95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $764,366,757.30."

| | |
|---|---|
| Amount obligated through Modification A255 | $764,157,757.30 |
| Amount obligated by Modification A256 | $ 209,000.00 |
| Amount obligated through Modification A256 | $764,366,757.30 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A255 | Obl in A256 | Total to Date |
|---|---|---|---|
| Operating | $588,125,313.73 | $ 209,000.00 | $588,334,313.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,472,067.13 | $ 0.00 | $104,472,067.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $764,157,757.30 | $ 209,000.00 | $764,366,757.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A256
## JULY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A256 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 (3) | 361,000.00 | 393,883.47 | 0.00 |
| EC-26-02-00-00-0 (3) | 0.00 | (32,883.47) | 0.00 |
| EC-26-03-00-00-0 | 45,000.00 | 45,000.00 | 0.00 |
| EE-53-02-00-00-0 | 400,000.00 | 400,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 866,000.00 | 866,000.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 871,000.00 | 871,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 6,240,000.00 | 6,240,000.00 | 0.00 |
| Subtotal AM | 6,240,000.00 | 6,240,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A256 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,093,000.00 | 1,277,000.00 | (184,000.00) |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 3,087,000.00 | 3,087,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 206,000.00 | 206,000.00 | 0.00 |
| Subtotal EX | 6,149,000.00 | 6,333,000.00 | (184,000.00) |
| WB-00-00-00-0 | (178,250.00) | (178,250.00) | 0.00 |
| Subtotal WB | (178,250.00) | (178,250.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 12,210,750.00 | 12,394,750.00 | (184,000.00) |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,000,000.00 | 1,000,000.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A256 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-31-20-09-0 (SF3921) | 200,000.00 | 0.00 | 200,000.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 60,000.00 | 190,000.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 190,000.00 | (190,000.00) |
| EW-40-50-00-0 (SF325001) | 100,000.00 | 100,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,554,000.00 | 1,354,000.00 | 200,000.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **15,635,750.00** | **15,616,322.75** | **16,000.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A256 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A256 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | 0.00 | (202,800.00) |
| 39-WB-00-00-0 (IHE 500) (2) | 80,000.00 | (122,800.00) | 202,800.00 |
| TOTAL 39 WB | 80,000.00 | (122,800.00) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 729,000.00 | 526,200.00 | 0.00 |
| **TOTAL CONSTRUCTION** | **729,000.00** | **526,200.00** | **0.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A256 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | (1,293.40) | (1,293.40) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | (1,293.40) | (1,293.40) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (50,742.96) | (50,742.96) | 0.00 |
| 40-10-01-06-0 | 152,000.00 | 0.00 | 152,000.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 101,257.04 | (50,742.96) | 152,000.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 118,000.00 | 97,000.00 | 41,000.00 |
| 60-03-01-02-0 | 2,200,000.00 | 2,180,000.00 | 0.00 |
| 60-03-03-00-0 | 10,000.00 | 10,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 2,328,000.00 | 2,287,000.00 | 41,000.00 |
| **TOTAL REIMBURSABLE WORK** | **2,427,963.64** | **2,234,963.64** | **193,000.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **19,292,713.64** | **18,877,486.39** | **209,000.00** |

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   <$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

2. Prior year uncosted obligations identified as unencumbered, therefore withdrawn.
   For FY 1995 project #85-A6004, H-1 & H-2 Combustion Air Preheat.

3. FY 1994 Uncosted Obligations opening balance moved to correct B&R per HQ instructions to ETEC.

| AMENDMENT OF SOLICITATIC | MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|
| | | | 1 \| 9 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A257 | See block 16c | | |

6. ISSUED BY CODE
U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

CODE FACILITY CODE

(/) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

EXECUTED

## 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:
Clause 7, Obligation of Funds

D. OTHER *(Specify type of modification and authority)*

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

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

See Attachment A

EXECUTED

Except as provided herein, all terms and codnitions 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)* Michael E. Barger Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Michael E. Barger *(Signature of Contracting Officer)* | 16C. DATE SIGNED 7-31-95 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows: "The amount presently obligated by the Government with respect to this Contract is $764,706,757.30."

| | |
|---|---|
| Amount obligated through Modification A256 | $764,366,757.30 |
| Amount obligated by Modification A257 | $ 340,000.00 |
| Amount obligated through Modification A257 | $764,706,757.30 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A256 | Obl in A257 | Total to Date |
|---|---|---|---|
| Operating | $588,334,313.73 | $ 340,000.00 | $588,674,313.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,472,067.13 | $ 0.00 | $104,472,067.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $764,366,757.30 | $ 340,000.00 | $764,706,757.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# ENERGY TECHNOLOGY ENGINEERING CENTER
## CONTRACT DE-AC03-76SF00700
## MODIFICATION A257
## JULY 1995

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A257 |
|---|---|---|---|
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HA | | | |
| Allotment: SF-55-91 | | | |
| EC-26-01-00-00-0 (3) | 361,000.00 | 393,883.47 | 0.00 |
| EC-26-02-00-00-0 (3) | 0.00 | (32,883.47) | 0.00 |
| EC-26-03-00-00-0 | 45,000.00 | 45,000.00 | 0.00 |
| EE-53-02-00-00-0 | 400,000.00 | 400,000.00 | 0.00 |
| EF-78-02-01-0 | 60,000.00 | 60,000.00 | 0.00 |
| SUBTOTAL ENERGY CONSERVATION | 866,000.00 | 866,000.00 | 0.00 |
| ENERGY CONSERVATION | | | |
| APPROPRIATION: 89X0215.91 FT:HN | | | |
| Allotment: SF-55-91 | | | |
| EF-77-01-02-0 | 5,000.00 | 5,000.00 | 0.00 |
| TOTAL ENERGY CONSERVATION | 871,000.00 | 871,000.00 | 0.00 |
| ENERGY SUPPLY RESEARCH & DEV. | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 6,505,000.00 | 6,240,000.00 | 265,000.00 |
| Subtotal AM | 6,505,000.00 | 6,240,000.00 | 265,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A257 |
|---|---|---|---|
| EX-20-10-20-1 (SF148810) | 173,000.00 | 173,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 229,000.00 | 229,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 470,000.00 | 470,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 1,093,000.00 | 1,093,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 891,000.00 | 891,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 0.00 | 0.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 3,087,000.00 | 3,087,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 206,000.00 | 206,000.00 | 0.00 |
| Subtotal EX | 6,149,000.00 | 6,149,000.00 | 0.00 |
| WB-00-00-00-0 | (178,250.00) | (178,250.00) | 0.00 |
| Subtotal WB | (178,250.00) | (178,250.00) | 0.00 |
| TOTAL ENERGY SUPPLY RESEARCH & DEV. | 12,475,750.00 | 12,210,750.00 | 265,000.00 |
| DEPARTMENTAL ADMIN | | | |
| APPROPRIATION: 89X0228.91 FT:SA | | | |
| Allotment: SF-58-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 1,075,000.00 | 1,000,000.00 | 75,000.00 |
| WN-02-19-04-2 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPARTMENTAL ADMIN | 1,075,000.00 | 1,000,000.00 | 75,000.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A257 |
|---|---|---|---|
| DEFENSE ENVIRON RESTORATION & WASTE MGMT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| EW-31-10-01-0 (SF391203) | 69,000.00 | 69,000.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 130,000.00 | 130,000.00 | 0.00 |
| EW-31-20-09-0 (SF3921) | 200,000.00 | 200,000.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 450,000.00 | 450,000.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 250,000.00 | 250,000.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 325,000.00 | 325,000.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 100,000.00 | 100,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 30,000.00 | 30,000.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL DEFENSE ENVIRON RESTORATION & WASTE MGM | 1,554,000.00 | 1,554,000.00 | 0.00 |
| WEAPONS ACTIVITIES | | | |
| APPROPRIATION: 89X0240.91 FT:TC | | | |
| Allotment: SF-50-91 | | | |
| GB-02-12-09-0 (1) | 0.00 | (3,397.25) | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| TOTAL WEAPONS ACTIVITIES | 0.00 | (3,397.25) | 0.00 |
| MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS | | | |
| APPROPRIATION: 89X0243.91 FT: TF | | | |
| Allotment: SF-53-91 | | | |
| NP-01-01-00-0 (1) | 0.00 | (30.00) | 0.00 |
| TOTAL MATERIALS SUPPORT | 0.00 | (30.00) | 0.00 |
| **TOTAL OPERATING** | **15,975,750.00** | **15,632,322.75** | **340,000.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A257 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL ENERGY SUPPLY R&D - P&E | 0.00 | 0.00 | 0.00 |
| DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT | | | |
| APPROPRIATION: 89X0242.91 FT:TE | | | |
| Allotment: SF-52-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 150,000.00 | 150,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 325,000.00 | 325,000.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 25,000.00 | 25,000.00 | 0.00 |
| TOTAL DEFENSE ENVIRONMENTAL RESTORATION | 500,000.00 | 500,000.00 | 0.00 |
| **TOTAL EQUIPMENT** | **500,000.00** | **500,000.00** | **0.00** |

| CONSTRUCTION | FY 1995 B/A | PRIOR FUNDING | MOD A257 |
|---|---|---|---|
| ENERGY SUPPLY R&D - P&E | | | |
| APPROPRIATION: 89X0224.91 FT:YA | | | |
| Allotment: SF-54-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 ADS 4000 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS 3923 | 649,000.00 | 649,000.00 | 0.00 |
| TOTAL | 649,000.00 | 649,000.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | (202,800.00) | 0.00 |
| 39-WB-00-00-0 (IHE 500) (2) | 80,000.00 | 80,000.00 | 0.00 |
| TOTAL 39 WB | 80,000.00 | (122,800.00) | 0.00 |
| TOTAL ENERGY SUPPLY R&D | 729,000.00 | 526,200.00 | 0.00 |
| **TOTAL CONSTRUCTION** | **729,000.00** | **526,200.00** | **0.00** |

| REIMBURSABLE WORK | FY 1995 B/A | PRIOR FUNDING | MOD A257 |
|---|---|---|---|
| WEAPONS ACTIVITIES - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0240.93 FT:3T | | | |
| Allotment: SF-50-93 | | | |
| 40-04-03-10-9 | (1,293.40) | (1,293.40) | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-DEFENSE | (1,293.40) | (1,293.40) | 0.00 |
| ENERGY SUPPLY RES. & DEV. - REIMB WORK, FEDERAL | | | |
| APPROPRIATION: 89X0224.93 FT:3Y | | | |
| Allotment: SF-54-93 | | | |
| 40-04-09-90-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | (50,742.96) | (50,742.96) | 0.00 |
| 40-10-01-06-0 | 152,000.00 | 152,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR FEDS-ENERGY | 101,257.04 | 101,257.04 | 0.00 |
| ENERGY SUPPLY, R&D ACT, REIMB WK FOR NON-FED | | | |
| APPROPRIATION: 89X0224.92 FT:2Y | | | |
| Allotment: SF-54-92 | | | |
| 60-03-01-01-0 | 118,000.00 | 138,000.00 | 0.00 |
| 60-03-01-02-0 | 2,200,000.00 | 2,180,000.00 | 0.00 |
| 60-03-03-00-0 | 10,000.00 | 10,000.00 | 0.00 |
| TOTAL REIMBURSABLE WORK FOR NON-FED-ENERGY | 2,328,000.00 | 2,328,000.00 | 0.00 |
| **TOTAL REIMBURSABLE WORK** | **2,427,963.64** | **2,427,963.64** | **0.00** |
| **TOTAL ENERGY TECHNOLOGY ENGINEERING CENTER** | **19,632,713.64** | **19,086,486.39** | **340,000.00** |

## FOOTNOTES TO CONTRACT MODIFICATION

1. Prior year uncosted obligations identified as unencumbered, therefore withdrawn. <$3,397.25> GB-02-12-09-0 AND <$30.00> NP-01-01-00-0.

2. Prior year uncosted obligations identified as unencumbered, therefore withdrawn. For FY 1995 project #85-A6004, H-1 & H-2 Combustion Air Preheat.

3. FY 1994 Uncosted Obligations opening balance moved to correct B&R per HQ instructions to ETEC.

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE OF PAGES: 1 | 2

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A258 | See Blk 16C | | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rockwell International Corporation
Rocketdyne Division
ATTN: Canoga Park
6633 Canoga Park
Canoga Park, CA 91304

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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: Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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

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

See Attachment A

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)* David A. Rines Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | EXECUTED 9/5 |

ATTACHMENT "A"

1. CLAUSE 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows:

   "The amount presently obligated by the Government with respect to this Contract is $764,706,757.30.

   | | |
   |---|---|
   | Amount obligated through Modification A257 | $764,706,757.30 |
   | Amount obligated by Modification A0258 | $ 400,000.00 |
   | Amount obligated through Modification A257 | $765,106,757.30 |

2. The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obl thru A257 | Obl in A259 | Total to Date |
|---|---|---|---|
| Operating | $588,674,313.73 | $400,000.00 | $589,074,313.73 |
| Equipment | $ 30,875,428.79 | $ 0.00 | $ 30,875,428.79 |
| Plant | $104,472,067.13 | $ 0.00 | $104,472,067.13 |
| Fee | $ 40,684,947.65 | $ 0.00 | $ 40,684,947.65 |
| TOTAL | $764,706,757.30 | $400,000.00 | $765,106,757.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this Modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE EXECUTED | PAGE OF PAGES 1 | 12

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| M259 | See Blk 16C | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY *(If other than Item 6)* | CODE |
|---|---|---|---|
| U. S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | | | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International<br>Rocketdyne Division<br>6633 Canoga Park<br>Canoga Park, CA 91304<br>ATTN: Joe Klien | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |
| CODE / FACILITY CODE | | |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)*<br>Clause 7, Obligation of Funds |

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 Attachment A

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)* |
|---|---|
| A.J. Burds, Jr.<br>Manager, Contracts and Proposals | David A. Pines<br>Contracting Officer<br>EXECUTED |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | 9/1/95 | BY *(Signature of Contracting Officer)* | 9/5/95 |

5. ALLOWABLE COSTS AND FIXED-FEE (MANAGEMENT AND OPERATING CONTRACTS) (DEAR 970.5204-13)

Allowable Costs and Fixed-Fee (Management and Operating Contracts) (Sep 1991)

(a) Compensation for contractor's services. Payment for the allowable costs as hereinafter defined, and of the fixed-fee, if any, as hereinafter provided, shall constitute full and complete compensation for the performance of the work under this contract.

(b) Fixed-fee.

(1) The fixed-fee payable for FY 1995, to the contractor for the performance of the work under this contract, is $1,446,933.00. There shall be no adjustment in the amount of the contractor's fixed-fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work.

(2) The fixed-fee payable to the contractor for the performance of work under this contract for FY 1996 will be negotiated after approval and receipt of the DOE FY 1996 Budget, if any.

(c) Allowable costs. The allowable cost of performing the work under this contract shall be the costs and expenses that are actually incurred by the contractor in the performance of the contract work in accordance with its terms, that are necessary or incident thereto, and are determined to be allowable pursuant to this paragraph (c). The determination of the allowability of cost hereunder shall be based on: (1) Reasonableness, including the exercise of prudent business Judgment; (2) consistent application of generally accepted accounting principles and practices that result in equitable charges to the contract work; and (3) recognition of all exclusions and limitations set forth in this clause or elsewhere in this contract as to types or amounts of items of cost. Allowable costs shall not include the cost of any item described as unallowable in paragraph (e) of this clause except as indicated therein. Failure to mention an item of cost specifically in paragraph (d) or paragraph (e) shall not imply either that it is allowable or that it is unallowable.

(d) Items of allowable cost. Subject to the other provisions of this clause, the following items of cost of work done under this contract shall be allowable to the extent indicated:

(1) Bonds and insurance, including self-insurance, as provided in the clause entitled "Required Bonds and Insurance-Exclusive of Government Property."

(2) Communication costs, including telephone services, local and long-distance calls, telegrams, cablegrams, postage, and similar items.

(3) Consulting services (including legal and accounting), and related expenses, as approved by the contracting officer, except as made unallowable by paragraphs (e)(16) and (e)(26).

(4) Litigation expenses, including reasonable Counsel fees, incurred in accordance with the clause of this contract entitled "Litigation and Claims."

(5) Losses and expenses (including settlements made with the consent of the contracting officer) sustained by the contractor in the performance of this contract and certified in writing by the contracting officer to be reasonable, except the losses and expenses expressly made unallowable under other provisions of this contract.

(6) Materials, supplies, and equipment, including freight transportation, material handling, inspection, storage, salvage, and other usual expenses incident to the procurement, use and disposition thereof, subject to approvals required under other provisions of this contract.

(7) Patents, purchased design, and royalty payments to the extent expressly provided for under other provisions in this contract or as approved by the contracting officer, and preparation of invention disclosures, reports and related documents, and searching the art to the extent necessary to make such invention disclosures in accordance with any "Patent Rights" clause of this contract.

(8) Personnel costs and related expenses incurred in accordance with established policies, programs, and schedules, and any changes thereto during the contract term, applicable to the contractor's private operations and consistently followed throughout his organization, as approved by the contracting officer, such as

(i) Salaries and wages; bonuses and incentive compensation; overtime, shift differential, holiday, and other premium pay for time worked; non-work time, including vacations, holidays, sick, funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances, or serving on labor management (contractor) committees, provided, however, that the contracting officer's approval in required in each instance of total compensation to an individual employee at an annual rate of $80,000.00 or more, when it is proposed that a total of 50 percent or more or such compensation be reimbursed under DOE cost-type contracts.. Total compensation, as used here, includes only the employee's base salary, bonus, and incentive compensation payments;

(ii) Legally required contributions to old-age and survivors' insurance, unemployment compensation plans, and workmen's compensation plans, (whether or not covered by insurance); voluntary or agree-upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);

(iii) Travel (except foreign travel, which requires specific approval by the contracting officer on a case-by-case basis); incidental subsistence and other allowances of contractor employees, in connection with performance of work under this contract (including new employees reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);

(iv) Employee relations, welfare, morale, etc., programs including incentive, or suggestion awards; employee counseling services, health or first-aid clinics, and house or employee publications;

(v) Personnel training (except special education and training courses and research assignments calling for attendance at educational institutions which require specific approval by the Contracting Officer on a case-by-case basis); including apprenticeship training programs designed to improve efficiency and productivity) of contract operations, to develop needed skills, and to develop scientific and technical personnel in specialized fields required in the contract work;

(vi) Recruitment of personnel (including help-wanted advertisement), including service of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the contractor for employment interviews; and

(vii) Net cost of operating plant-site cafeteria, dining rooms, and canteens attributable to the performance of the contract.

(9) Repairs, maintenance, inspection, replacement, and disposal of Government-owned property and the restoration or clean-up of site and facilities to the extent directed or approved by the contracting officer.

(10) Subcontracts and purchase orders, including procurements from contractor-controlled sources, subject to approvals required by other provisions of this contract.

(11) Subscriptions to trade, business, technical, and professional periodicals, as approved by the contracting officer.

(12) Taxes, fees, and charges levied by public agencies which the contractor is required by law to pay, except those which are expressly made unallowable under other provisions of this contract.

(13) Utility services, including electricity, gas, water, and sewerage.

(14) Indemnification of the Pension Benefit Guaranty Corporation, pursuant to the Employee Retirement Income Security Act of 1974, in accordance with FAR 31.205-6(j)(3)(iv).

(15) Establishment and maintenance of bank accounts in connection with the work hereunder, including, but not limited to, service charges, the cost of disbursing cash, necessary guards, cashiers and paymasters. If payments are made by check, facilities and arrangements for cashing checks may be provided without expense to the employees, subject to the approval of the contracting officer.

(e) Items of unallowable costs. The following items of costs are unallowable under this contract to the extent indicated:

(1) Advertising and public relations costs designed to promote the contractor or its products, including the costs of promotional items

and memorabilia such as models, gifts and souvenirs, and the cost of memberships in civic and community organizations; except those advertising and public relations costs (i) Specifically required by the contract, (ii) Approved in advance by the Contracting Officer as clearly in furtherance of work performed under the contract, (iii) That arise from requirements of the contract and that are exclusively for recruiting personnel, acquiring scarce items for contract performance, disposing of scrap or surplus materials, the transfer of federally owned or originated technology to State and local governments and to the private sector, or acquisition of contract-required supplies and services, or (iv) Where the primary purpose of the activity is to facilitate contract performance in support of the DOE mission.

(2) Bad debts (including expenses of collection) and provisions for bad debts arising out of other business of the contractor.

(3) Proposal expenses and costs of proposals.

(4) Bonuses and similar compensation under any other name, which (i) are not pursuant to an agreement between the contractor and employee prior to the rendering of the services or an established plan consistently followed by the contract or (ii) are in excess of those costs which are allowable by the Internal Revenue Code and regulations thereunder, or (iii) provide total compensation to an employee in excess of reasonable compensation for the services rendered.

(5) Central and branch office expenses of the contractor, except as specifically set forth in the contract.

(6) Commissions, bonuses, and fees (under whatever name) in connection with obtaining or negotiating for a Government contract or a modification thereto, except when paid to bona fide employees or bona fide established selling organizations maintained by the contractor for the purpose of obtaining Government business.

(7) Contingency reserves, provisions for.

(8) Contributions and donations, including cash, contractor-owned property and services, regardless of the recipient.

(9) Depreciation in excess of that calculated by application of methods approved for use by the Internal Revenue Code of 1954, as

amended, including the straight-line declining balance (using a rate not exceeding twice the rate which would have been used had the depreciation been computed under the straight line method), or sum-of-the-years digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life.

(10) Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.

(11) Entertainment, including costs of amusement, diversion, social activities; and directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities; costs of membership in any social, dining or country club or organization, except the costs of such recreational activities for on-site employees as may be approved by the Contracting Officer or provided for elsewhere in the contract.

(12) Fines and penalties, including assessed interest and cost of litigation, that are incurred as a result of contractor and/or subcontractor negligence or willful misconduct when the breach of the legal duty of the contractor and/or its subcontractor giving rise to such fine or penalty involves an area of responsibility clearly placed on the contractor and/or the subcontractor. Civil or criminal penalties assessed under the Price-Anderson Amendments Act of 1988, 42 U.S.C. 2273, 2282, and the costs of litigation resulting from such assessments are also unallowable except as may be specifically provided in regulations implementing those civil or criminal penalty provisions.

(13) Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of DOE applicable to transfers of such property to the contractor from others.

(14) Insurance (including any provisions of a self-insurance reserve) on any person where the contractor under the insurance policy is the beneficiary, directly or indirectly, and insurance against loss of or damage to Government property as defined in the Clause 71, DEAR 970.5204-21, Property (APR 1984).

(15) Interest, however represented (except (i) Interest incurred in compliance with the contract clause entitled "State and local Taxes" or, (ii) imputed interest costs relating to leases classified and accounted for as capital leases under generally accepted accounting principles

(GAAP), provided that the decision to enter into a capital leasing arrangement has been specifically authorized and approved by the DOE in accordance with applicable procedures and such interest costs are recorded in an appropriately specified DOE account established for such purpose), bond discounts and expenses, and costs of financing and refinancing operations.

(16) Legal, accounting, and consulting services and related costs incurred in connection with the preparation and issuance of stock, rights, organization or reorganization, prosecution or defense of anti-trust suits, prosecution of claims against the United States, contesting actions of proposed actions of the United States, and prosecution or defense of patent infringement litigation except where incurred pursuant to the contractor's performance of the Government funded technology transfer mission and in accordance with the Litigation and Claims article.

(17) Losses (including litigation expenses, Counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and other from any source; and losses where such losses or expenses:

(i) Are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the contracting officer but which the contractor failed to procure or maintain through its own fault or negligence;

(ii) Result from willful misconduct or lack of good faith on the part of any of the contractor's directors, corporate officers, or a supervising representative of the contractor, as defined in the Clause of this contract.

(iii) Represent liabilities to third persons for which the contractor has expressly accepted responsibility under other terms of this contract.

(iv) Are direct costs which are avoidable that are incurred by the contractor and/or subcontractor, at any tier or level, without any fault of DOE, exclusively as a result of the negligence or willful

misconduct on the part of any of the contractor's and/or its subcontractor's personnel, at any tier or level, in performing work under this contract.

(A) Such direct costs may include, for example, additional programmatic expenses for research and development or production activities, and third party claims against the contractor, but shall not include scrap, waste and other routine damages or losses which occur as part of the cost of doing business and are reasonably anticipated and shall not include consequential damages.

(B) Costs of litigation incurred by the contractor or subcontractor in bringing or defending claims relating to these costs are also unallowable.

(18) Maintenance, depreciation, and other costs incidental to the contractor's idle or excess facilities (including machinery and equipment), other than reasonable standby facilities.

(19) Membership in trade, business, and professional organizations, except as approved by the contracting officer.

(20) Precontract costs, except as expressly made allowable under the provisions in this contract.

(21) Research and development costs, unless specifically provided for elsewhere in this contract.

(22) Selling cost, except to the extent they are determined to be reasonable and to be allocable to the contract. Allocability of selling costs to the contract will be determined in the light of reasonable benefit to the agency program arising from such activities as technical, consulting, demonstration, and other services performed for such purposes as applying or adapting the contractor's product for agency use.

(23) Storage of records pertaining to this contract after completion of operations under this contract, irrespective of contractual or statutory requirement for the preservation of records.

(24) Taxes, fees, and charges in connection with financing, refinancing, or refunding operations, including listing of securities on exchanges,

taxes which are paid contrary to the clause entitled "State and Local Taxes," federal taxes on net income and excess profits, special assessments on land which represent capital improvement and taxes on accumulated funding deficiencies of, or prohibited transactions involving, employee deferred compensation plans pursuant to Section 4971 or Section 4975 of the Internal Revenue Code of 1954, as amended, respectively.

(25) Travel expenses of the officers, proprietors, executives, administrative heads and other employees of the contractor's central office or branch office organizations concerned with the general management, supervision, and conduct of the contractor's business as a whole, except to the extent that particular travel is in connection with the contract and approved by the contracting officer.

(26) Salary or other compensation (and expenses misted thereto) of any individual employed under this contract as a consultant or in another comparable employment capacity who is an employee of another organizational and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with DOE, except to the extent that cash payment therefor is required pursuant to the provisions of this contract or procedure of DOE applicable to the borrowing of such an individual from another cost-type contractor.

(27) Travel by commercial aircraft or travel by other than common carrier that is not necessary for the performance of this contract or the cost of which exceeds the lesser of the lowest available commercial discount airfare, Government contract airfare, or customary standard (coach or equivalent) commercial airfare. Airfare costs in excess of the lowest such airfare are unallowable, except when such accommodations: Require circuitous routing; require travel during unreasonable hours; excessively prolong travel; result in increased cost that would offset transportation savings; would offer accommodations not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet necessary mission requirements. Individual contractor determinations of nonavailability of commercial discount airfare or Government contract airfare will not be contested by DOE when the contractor can reasonably demonstrate such nonavailability or, on an overall basis, that established policies and procedures result in the routine use of the lowest available airfare. However, in order for air travel costs in excess of customary standard airfare to be allowable, the contractor must justify and document the applicable condition(s) set forth above.

(28) Special construction industry "funds" financed by employer contributions for such purposes as methods and materials research, public and industry relations, market development, and disaster relief, except as officially provided elsewhere in this contract.

(29) Late premium payment charges related to employee deferred compensation plan insurance.

(30) Facilities capital cost of money. (CAS 414 and CAS 417).

(31) Cost incurred to influence (directly or indirectly) legislative action on any matter pending before Congress or a State legislature as delineated in the clause titled "Legislative Lobbying Cost Prohibition" incorporated elsewhere in this contract.

(32) Commercial automobile rental expenses unless approved by the Contracting Officer.

(33) Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the Government where the contractor, its agents or employees, is found liable or has pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).

(34) Costs of alcoholic beverages.

(35) Contractor employee travel costs incurred for lodging, meals and incidental expenses which exceed on a daily basis the applicable maximum per them rates in effect for Federal civilian employees at the time of travel. When the applicable maximum per them rate is inadequate due to special or unusual situations, the contractor may pay employees for actual expenses in excess of such per them rate limitation. To be allowable, however, such payments must be properly authorized by an officer or appropriate official of the contractor and shall not exceed the higher amounts that may be authorized for Federal civilian employees in a similar situation.

(36) Notwithstanding any other provision of this contract, the costs of bonds and insurance are unallowable to the extent they are incurred to protect and indemnity the contractor and/or subcontractor against otherwise unallowable Avoidable Costs, such as fines and penalties, third party claims, negligently or willfully caused damage to destruction of, or loss of Government property and theft or

unauthorized use of government property, except and only to the extent that such insurance or bond is required by the specific written direction of the Contracting Officer.

(37) The unallowable costs provisions of subparagraph (e)(17)(iv) dealing with avoidable costs and subparagraph (36) of this clause, the profit making provision of the clause set forth at 970-5204.13(e)(12), the clause set forth at 970.5204-210, and profit making provision of the clause set forth at 970.5204-31 not applicable to Small Businesses and Small Disadvantaged Businesses as defined in the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns." All costs resulting from the actions or inactions of Small Businesses and Small Disadvantaged Businesses which would otherwise be determined to be Avoidable Costs are allowable costs to the contractor.

(38) The above cited provisions in subparagraph (27) are also not applicable to non-profit subcontractors of profit-making contractors and profit making subcontractors of non-profit contractors. All costs insulting from the actions or inactions of non-profit subcontractors which would otherwise determined to be Avoidable Costs are allowable costs to the contractor.

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| EFFECTIVE CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 3 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| M260 | See Blk 16C | | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klien

CODE — FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (*Specify type of modification and authority*) Public Law 95-91 and Other Applicable Laws |

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

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

The subject contract, as previously modified, is hereby modified with respect of the Hot Laboratory, Building 20 as follows:

See Attached

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)* |
|---|---|
| A.J. Burds, Jr.<br>Manager, Contracts and Proposals | David A. Pines<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED: 9/1/95 |
| 16B. UNITED STATES OF AMERICA<br>BY _____<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED: 9/12/95 |



EXECUTED

safe for unrestricted use and place all such Government Facilities in an environmentally acceptable condition in accordance with the laws and regulations which are applicable at the time such facilities are to be abandoned by the Government to the Contractor. The Contractor, at the Contractor's option, shall restore the site of each partially dismantled Government Facility or building, which is to be abandoned by the Government to the Contractor, to substantially its original condition which may include but it is not limited to, removal of large masses of foundation materials, asphalt paving, and other designated surface and sub-surface improvements. As an alternate to restoration of a partially dismantled Government Facility or building to substantially its original condition, such facility or building may be demolished by mutual agreement of the parties.

3) The decontamination, decommissioning, and demolition work being performed under Contract No. DE-AC03-86SF16021 is transferred to this Contract No. DE-AC03-76SF00700 effective 29 July 1995.

4) The Contractor's performance of the work described by paragraph 1) above may be terminated by the Government pursuant to Clause No. 90, Termination or by the Contractor upon six months written notice to the Government. In the event of such termination of such work, the Government shall be responsible for completing the terminated work and the work shall be deemed to have been terminated for the convenience of the Government unless terminated by the Government for default.

5) The Contractor's performance of the work described by paragraph 3) above may be terminated by the Government pursuant to Clause No. 90, Termination or by the Contractor upon six months written notice to the Government after the Contractor's Special Nuclear Material license number SNM-21 from the Nuclear Regulatory Commission has been terminated. The Contractor shall cooperative with DOE to effect the termination of said license number SNM-21 in the event DOE should desire such a termination of the license. In the event of such termination of such work, the Government shall be responsible for completing the terminated work and the work shall be deemed to have been terminated for the convenience of the Government unless terminated by the Government for default.

3. Revise Clause No. 3 TERM OF CONTRACT to read ad follows:

a) Except with respect to Paragraph (n) of Clause No. 2, the Statement of Work, the period of performance of this contract as modified by Mod. 242 shall run from October 1, 1966 through September 30, 1995.

Contract No. DE-AC03-76SF00700, as previously modified, is hereby further modified as set forth below:

1. Add a new item (iii) to Clause No. 1(g) DEFINITIONS to read as follows:

   (iii) Title and ownership of the Rockwell International Hot Laboratory, Building No.020, is hereby transferred from the Contractor to the Department of Energy and the designated owner of the Rockwell International Hot Laboratory, Building No. 020, as shown in Appendix A hereto, is changed from "Rockwell" to "Government".

2. Add a new paragraph (n) to Clause No. 2 STATEMENT OF WORK to read as follows:

   (n) Restoration of the Santa Susana Triangle Site

   1) The Contractor shall remove all radioactive material and hazardous wastes resulting from DOE activities at the Santa Susana Triangle Site and elsewhere at the Santa Susana Field Laboratory (SSFL) to the extent necessary to ensure the buildings, soil and groundwater are usable without restriction in accordance with then current applicable laws and regulations. The Contractor shall operate and maintain facilities for the purpose of treating and/or storing hazardous and radioactive waste prior to disposal. The Contractor shall dispose of all waste material at Government approved sites. The Contractor provide surveillance and maintain all facilities to ensure that contamination remains in place and the buildings do not deteriorate so as to produce a safety hazard or a threat to human health and safety or the environment prior to final decontamination. The Contractor shall also support the Government as requested to identify waste minimization and pollution prevention opportunities for implementation during decontamination activities. The Contractor shall perform such other SSFL restoration work as approved or directed in writing by the Contracting Officer.

   2) The Government shall have the right to abandon in place to the Contractor any or all Government Facilities identified in Clause No. 15 PROPERTY REPORTING REQUIREMENTS. From time to time the Government shall notify the Contractor as to which Government Facilities the Government does not intend to abandon in place to Contractor and the disposition the Government wants the Contractor to make of those Government Facilities which the Government does not intend to abandon in place to the Contractor. The Contractor shall make all Government Facilities, which the Government does intend to abandon in place to the Contractor, prior to such abandonment,

b) With respect to Paragraph (n) of Clause No. 2, the period of performance covered under the Statement of Work runs from the date of this Modification No. 260 through the completion of the work authorized to be performed pursuant to Paragraph (n) of Clause No. 2.

In the event that the only remaining work under the contract is that described in Paragraph (n) of Clause No. 2, the following provisions shall apply:

1) The work authorized by Paragraph (n) of Clause No. 2 of this Modification No. 260 shall be completed as expeditiously as efficiently practicable by the Contractor with the funding made available by the Government for the performance of the work. The work authorized by Paragraph (n) of Clause No. 2 of this Modification No. 260 shall be processed in accordance with the provisions of Clause No. 4. PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION. Fixed fees shall be negotiated annually for such work based on the estimated cost of the work. Upon the completion of the work authorized by paragraph (n) of Clause No. 2, the work shall be deemed to have been terminated for the convenience of the Government.

2) Except for the work authorized by paragraph (n) of Clause 2 of this Modification No. 260 all other work previously authorized shall be deemed to have been terminated for the convenience of the Government.

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A261 | See Blk 16C | | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klien

CODE FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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: Clause 7, Obligation of Funds |
| | D. OTHER (*Specify type of modification and authority*) |

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

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

See Attachment A

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)* David A. Rines Contracting Officer EXECUTED | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | 9/5/95 |

1. Clause 7, Subparagraph (a) of OBLIGATION OF FUNDS is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $767,047,769.74.

Amount obligated through modification M260 is $765,106,757.30.

Amount obligated by modification A261 is $1,941,012.44.

Amount obligated through modification A261 is $767,047,769.74.

| Cost Category | Obl. Thru M260 | Obl. in A261 | Total To Date |
|---|---|---|---|
| Operating | $589,074,313.73 | $ 522,067.00 | $589,596,380.73 |
| Equipment | 30,875,428.79 | -0- | 30,875,428.79 |
| Plant | 104,472,067.13 | (27,987.56) | 104,444,079.57 |
| Fee | 40,684,947.65 | 1,446,933.00 | 42,131,880.65 |
| Total | $765,106,757.30 | $1,941,012.44 | $767,047,769.74 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 3 through 9, to this modification.

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE OF PAGES: 1 | 3

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| M262 | See Blk 16C | | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rocketdyne Division
Rockwell International Corporation
6633 Canoga Avenue
Canoga Park, CA 91304
ATTN: Joe Klien

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Public Law 95-91 and Other Applicable Laws |

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

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

The subject contract, as previously modified, is hereby modified with respect to the Work For Others as follows:

See Attached

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)* | |
|---|---|---|---|
| A. J. Burds, Jr.<br>Manager, Contracts and Proposals | | David A. Pines<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED<br>9/28/95 | 16B. UNITED STATES OF AMERICA<br>BY<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>9/28/95 |

Contract No. DE-AC03-76SF00700, as previously modified, is hereby further modified as set forth below:

1) Add a new paragraph (o) to Clause No. 2 STATEMENT OF WORK to read as follows:

(o) Project Completion

To the extent not authorized by a) through m) above, the Contractor is authorized to accomplish the following projects:

1) Complete the Japan Atomic Power Company (JAPC) Electromagnetic Pump Test under the terms of the DOE-JAPC Agreement.

2) Complete the assembly and proof testing of International Space Station handling fixtures.

3) Complete Kalina demonstration test program.

4) Complete tasks that support the Lawrence Livermore National laboratory (LLNL) Mixed Waste Management Facility Program.

5) Complete Highway Innovative Technology Evaluation Center (HITEC) Seismic Bearing Test Program

6) Complete LWR piping program support tasks for the NRC.

7) Support DPE EM-50 program objectives to transfer ETEC D&D technology to other DOE sites requiring environmental remediation (however, no "hands-on" D&D work will be performed by ETEC personnel at any site, other than Contractor's Santa Susana Field Laboratory).

8) Complete support to DOE FEMP program, including site representative in Washington, D.C.

9) Complete testing and operation support for the DOE fuel cell powered bus program test project for DOE and SCAQMD.

10) Complete support to the Naval Surface Warfare Center Molten Salt Oxidation System.

11) Complete Support to the Argonne National Laboratory (ANL) on-going Decontamination and Demolition Operation.

12) Complete closure of Fiscal Year 1995 financial accounts.

13) Complete unfinished tasks for Natural Gas System Upgrade Program, Stanford Research Institute (SRI) Catalytic Burner Program, Clear Air Now! (CAN) Hydrogen Vehicle Program, Institutional Conservation Program (ICP), and In-House Energy Management Program.

14) Complete the emission testing of the Steam Generator Test Facility (SGTF) Heaters.

15) Provide DOE technical assistance and, as directed, perform utilization of DOE facilities tasks.

16) Perform other tasks as directed in writing by the Contracting Officer.

2. Revise Clause No. 3 TERM OF CONTRACT to read as follows:

Except with respect to Paragraphs (n) and (o)) of Clause No. 2. Statement of Work, the period of performance of this contract as modified by Mod. M260 shall run from October 1, 1966 through September 30, 1995.

In the event that the only remaining work under the contract is that described in Paragraphs (n) and/or (o) of Clause No. 2, the following provisions shall apply:

a) The work authorized by Paragraphs (n) and (o) of Clause No. 2 of this Modification No. M262 shall be completed as expeditiously as efficiently practicable by the Contractor with the funding made available by the Government for the performance of the work. The work authorized by Paragraphs (n) and (o) of Clause No. 2 of this Modification No. M262 shall be processed in accordance with the provisions of Clause No. 4. PROGRAM DEVELOPMENT AND FINANCIAL PLANS; ESTIMATES AND COST INFORMATION. Fixed fees shall be negotiated annually for such work based on the estimated cost of the work. Upon the completion of the work authorized by paragraphs (n) and (o) of Clause No. 2, such work shall be deemed to have been terminated for the convenience of the Government.

b) Except for the work authorized by paragraphs (n) and/or (o) of Clause 2 of this Modification No. M262 all other work previously authorized shall be deemed to have been terminated for the convenience of the Government.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

EXECUTED

CONTRACT ID CODE | PAGE OF PAGES: 1 | 2

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A263 | See Blk 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

Except as provided herein, all terms and codnitions 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)* David A. Pines Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY _____ | 16C. DATE SIGNED 9/25/95 |
| *(Signature of person authorized to sign)* | | *(Signature of Contracting Officer)* | |

EXECUTED

Clause 7, Subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $768,006,769.74.

Amount obligated through Modification M262 is $767,047,769.74.

Amount obligated by Modification A263 is $959,000.00.

Amount obligated through Modification A263 is $768,006,769.74.

| Cost Category | Obl. Thru M262 | Obl. in A263 | Total to Date |
|---|---|---|---|
| Operating | $591,043,313.73 | $959,000.00 | $592,002,313.73 |
| Equipment | 30,875,428.79 | -0- | 30,875,428.79 |
| Plant | 104,444,079.57 | -0- | 104,444,079.57 |
| Fee | 40,684,947.65 | -0- | 40,684,947.65 |
| Total | $767,047,769.74 | $959,000.00 | $768,006,769.74 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 1 through 10 to this modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE EXECUTED PAGE OF PAGES 1 2

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A264 | See Blk 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

CODE FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

Except as provided herein, all terms and codnitions 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)* David A. Pines 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 9/29/95 |

Clause 7, Subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $768,162,272.27.

Amount obligated through Modification A263 is $768,006,769.74.

Amount obligated by Modification A264 is $155,502.53.

Amount obligated through Modification A264 is $768,162,272.27.

| Cost Category | Obl. Thru A263 | Obl. in A264 | Total to Date |
|---|---|---|---|
| Operating | $592,002,313.73 | $157,048.17 | $592,159,361.90 |
| Equipment | 30,875,428.79 | -0- | 30,875,428.79 |
| Plant | 104,444,079.57 | (1,545.64) | 104,442,533.93 |
| Fee | 40,684,947.65 | -0- | 40,684,947.65 |
| Total | $768,006,769.74 | $155,502.53 | $768,162,272.27 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 1 through 8.

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A265 | See block 16c | | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

Rockwell International
Rocketdyne Division
ATTN: Joe Klein
6633 Canoga Park
Canoga Park, CA 91304

CODE FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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: Clause 7, Obligation of Funds |
| | D. OTHER (*Specify type of modification and authority*) |

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

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

See Attachment A

Except as provided herein, all terms and codnitions 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)* David A. Pines 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 10/17/95 |

EXECUTED

## INSTRUCTION

Instructions for items other than those that are self-explanatory, are as follows

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, of administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....
Net increase $.....

(2) Accounting classification .....
Net decrease $.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $ .....

(ii) Total contract price decreased by $ .....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to -

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

*U.S. Government Printing Office: 1992 - 342-199/50190

DE-AC03-76SF00700
Modification A265

Clause 7, Subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $768,832,272.27.

Amount obligated through Modification A264 is $768,162,272.27.

Amount obligated by Modification A265 is $670,000.00.

Amount obligated through Modification A265 is $768,832,272.27.

| Cost Category | Obl. Thru A264 | Obl. in A265 | Total to Date |
|---|---|---|---|
| Operating | $592,159,361.90 | $(776,933.00) | $591,382,428.90 |
| Equipment | 30,875,428.79 | -0- | 30,875,428.79 |
| Plant | 104,442,533.93 | -0- | 104,442,533.93 |
| Fee | 40,684,947.65 | $1,446,933.00 | 42,131,880.65 |
| Total | $768,162,272.27 | 670,000.00 | $768,832,272.27 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 1 through 8 to the modification.

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A265**
**OCTOBER, 1995**

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A265 |
|---|---|---|---|
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HA** | | | |
| Allotment: SF-65-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, EC26 | 0.00 | 0.00 | 0.00 |
| EE-53-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EF-78-02-01-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HA** | 0.00 | 0.00 | 0.00 |
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HN** | | | |
| Allotment: SF-65-91 | | | |
| EF-77-01-02-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HN** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A265 |
|---|---|---|---|
| **DEPARTMENTAL ADMIN** | | | |
| **APPROPRIATION: 89X0228.91 FT:SA** | | | |
| Allotment: SF-68-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-1 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, SA** | 0.00 | 0.00 | 0.00 |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.91 FT:TC** | | | |
| Allotment: SF-60-91 | | | |
| GB-02-12-09-0 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TC** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A265 |
|---|---|---|---|
| **DEFENSE ENVIRON RESTORATION & WASTE MGMT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| EW-20-10-10-1 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-10-2 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SFHQ5007AA) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SF148820) | 173,000.00 | 0.00 | 173,000.00 |
| EW-20-10-40-2 (SF148220) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW20 | 173,000.00 | 0.00 | 173,000.00 |
| EW-31-10-01-0 (SF391203) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| EW-31-20-09-0 (SF3921) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW31 | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF001201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF311201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW40 | 0.00 | 0.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW70 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 173,000.00 | 0.00 | 173,000.00 |
| **MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS** | | | |
| **APPROPRIATION: 89X0243.91 FT: TF** | | | |
| Allotment: SF-63-91 | | | |
| NP-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TF** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A265 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEV.** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, AM | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 (SF148810) | 18,000.00 | 0.00 | 18,000.00 |
| EX-20-10-20-2 (SF148810) | 107,000.00 | 0.00 | 107,000.00 |
| EX-20-10-30-1 (SF148830) | 60,000.00 | 0.00 | 60,000.00 |
| EX-20-10-30-1 (SF148810) | 19,000.00 | 0.00 | 19,000.00 |
| EX-20-10-40-2 (SF148820) | 75,000.00 | 0.00 | 75,000.00 |
| EX-20-10-40-3 (SF148820) | 3,000.00 | 0.00 | 3,000.00 |
| TOTAL, EX20 | 282,000.00 | 0.00 | 282,000.00 |
| EX-31-20-09-0 (SF3921) | 175,000.00 | 0.00 | 175,000.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 20,000.00 | 0.00 | 20,000.00 |
| TOTAL, EX31 | 195,000.00 | 0.00 | 195,000.00 |
| EX-70-20-00-0 (SF6802ET2) | 20,000.00 | 0.00 | 20,000.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, WB | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 497,000.00 | 0.00 | 497,000.00 |
| TOTAL OPERATING EXPENSES BEFORE REIMBURSABLE & WFO | 670,000.00 | 0.00 | 670,000.00 |
| COST OF WORK FOR NON-FED. ENTITIES (See Page 7) | 0.00 | 0.00 | 0.00 |
| REIMBURSABLES (See Page 7) | 0.00 | 0.00 | 0.00 |
| **TOTAL OPERATING EXPENSES** | **670,000.00** | **0.00** | **670,000.00** |

| EQUIPMENT | FY 1995 B/A | PRIOR FUNDING | MOD A265 |
|---|---|---|---|
| **DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL EQUIPMENT** | **0.00** | **0.00** | **0.00** |

| CONSTRUCTION ** | FY 1995 B/A | PRIOR FUNDING | MOD A265 |
|---|---|---|---|
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (73005A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (79001B) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80ES05) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (68003C) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (7704A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (78006A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (81C601) | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (7501004) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL, CONSTRUCTION** | **0.00** | **0.00** | **0.00** |
| **TOTAL, FUNDING ETEC** | **670,000.00** | **0.00** | **670,000.00** |

| COST OF REIMB WORK FOR NON-FED ENTITIES | FY 1995 B/A | PRIOR FUNDING | MOD A265 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEVELOPMENT** | | | |
| **APPROPRIATION: 89X0224.92 FT:2Y** | | | |
| Allotment: SF-64-92 | | | |
| 60-03-01-01-0 | 0.00 | 0.00 | 0.00 |
| 60-03-01-02-0 | 0.00 | 0.00 | 0.00 |
| 60-03-03-00-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL COST OF REIMB WK FOR NON-FED ENTITIES** | 0.00 | 0.00 | 0.00 |
| (Funded by approved work orders) | | | |
| **REIMBURSABLE** | | | |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.93 FT:3T** | | | |
| Allotment: SF-60-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3T** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D** | | | |
| **APPROPRIATION: 89X0224.93 FT:3Y** | | | |
| Allotment: SF-64-93 | | | |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| 40-50-EE-53 | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3Y** | 0.00 | 0.00 | 0.00 |
| **TOTAL REIMBURSABLE** | **0.00** | **0.00** | **0.00** |
| (Funded by approved work orders) | | | |

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A265**
**OCTOBER, 1995**

** Expenditure of construction funds subject to receipt of project directive from OAK/EFM.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A266 | See Blk 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

CODE FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (*Specify type of modification and authority*) Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

EXECUTED

Except as provided herein, all terms and codnitions 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)* Bobbie Vadnais Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Bobbie Vadnais | 16C. DATE SIGNED 11.9.95 |
| *(Signature of person authorized to sign)* | | *(Signature of Contracting Officer)* | |

Clause 7, Subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $768,859,272.27.

Amount obligated through Modification A265 is $768,832.272.27.

Amount obligated by Modification A266 is $27,000.00.

Amount obligated through Modification A266 is $768,859,272.27.

| Cost Category | Obl. Thru A265 | Obl. in A266 | Total to Date |
|---|---|---|---|
| Operating | $591,382,428.90 | $27,000.00 | $591,409,428.90 |
| Equipment | 30,875,428.79 | -0- | 30,875,428.79 |
| Plant | 104,442,533.93 | -0- | 104,442,533.93 |
| Fee | 42,131,880.65 | -0- | 42,131,880.65 |
| Total | $768,832,272.27 | 27,000.00 | $768,859,272.27 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 1 through 8 to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A267 | See Blk 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

EXECUTED

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, CA 91303
ATTN: Joe Klien, M/S IA48

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (*Specify type of modification and authority*) Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

EXECUTED

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)* |
|---|---|
| | David A. Rines<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | | BY _____ *(Signature of Contracting Officer)* | 11/27/95 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $769,633,881.30.

Amount obligated through Modification A266 is $768,859,272.27.

Amount obligated by Modification A267 is $774,609.03.

Amount obligated through Modification A266 is $769,633,881.30.

| Cost Category | Obl. Thru A266 | Obl. in A267 | Total to Date |
|---|---|---|---|
| Operating | $591,409,428.90 | $774,609.03 | $592,184,037.93 |
| Equipment | 30,875,428.79 | -0- | 30,875,428.79 |
| Plant | 104,442,533.93 | -0- | 104,442,533.93 |
| Fee | 42,131,880.65 | -0- | 42,131,880.65 |
| Total | $768,859,272.27 | $774,609.03 | $769,633,881.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, pages 1 through 8 to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A268 | See Blk 16C | N/A | |

6. ISSUED BY CODE
U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

| (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE FACILITY CODE

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*
See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

EXECUTED

Except as provided herein, all terms and codnitions 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)* David A. Pines 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 12/11/95 |

DE-AC03-76SF00700
MODIFICATION A268

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $772,663,881.30

Amount obligated through Modification A267 is $769,663,881.30

Amount obligated by Modification A268 is $3,030,000.00

Amount obligated through Modification A268 $772,663,881.30

| Cost Category | Obl. Thru A267 | Obl Thru A268 | Total to Date |
|---|---|---|---|
| Operating | $592,184.037.93 | $3,030,000.00 | $595,214,037.93 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $104,442,533.93 | -0- | $104,442,533.93 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $768,859,272.27 | $3,030,000.00 | $772,663,881.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 1 through 10 to the modification.

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A268**
**DECEMBER, 1995**

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A268 |
|---|---|---|---|
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HA** | | | |
| Allotment: SF-65-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 30,000.00 | 30,000.00 | 0.00 |
| TOTAL, EC26 | 30,000.00 | 30,000.00 | 0.00 |
| EE-53-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EF-78-02-01-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HA** | 30,000.00 | 30,000.00 | 0.00 |
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HN** | | | |
| Allotment: SF-65-91 | | | |
| EF-77-01-02-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HN** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A * | PRIOR FUNDING | MOD A268 |
|---|---|---|---|
| **DEPARTMENTAL ADMIN** | | | |
| **APPROPRIATION: 89X0228.91 FT:SA** | | | |
| Allotment: SF-68-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-1 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, SA** | 0.00 | 0.00 | 0.00 |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.91 FT:TC** | | | |
| Allotment: SF-60-91 | | | |
| GB-02-12-09-0 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TC** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A268 |
|---|---|---|---|
| **DEFENSE ENVIRON RESTORATION & WASTE MGMT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| EW-20-10-10-1 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-10-2 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SFHQ5007AA) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SF148820) | 333,000.00 | 173,000.00 | 160,000.00 |
| EW-20-10-40-2 (SF148220) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW20 | 333,000.00 | 173,000.00 | 160,000.00 |
| EW-31-10-01-0 (SF391203) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| EW-31-20-09-0 (SF3921) | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL, EW31 | 20,000.00 | 20,000.00 | 0.00 |
| EW-40-20-00-0 (SF001201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF311201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW40 | 0.00 | 0.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW70 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 353,000.00 | 193,000.00 | 160,000.00 |
| **MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS** | | | |
| **APPROPRIATION: 89X0243.91 FT: TF** | | | |
| Allotment: SF-63-91 | | | |
| NP-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TF** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A268 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEV.** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, AM | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 (SF148810) | 438,000.00 | 118,000.00 | 320,000.00 |
| EX-20-10-20-2 (SF148810) | 247,000.00 | 132,000.00 | 115,000.00 |
| EX-20-10-30-1 (SF148830) | 540,000.00 | 60,000.00 | 480,000.00 |
| EX-20-10-30-1 (SF148810) | 669,000.00 | 19,000.00 | 650,000.00 |
| EX-20-10-40-2 (SF148820) | 1,075,000.00 | 75,000.00 | 1,000,000.00 |
| EX-20-10-40-3 (SF148820) | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL, EX20 | 2,972,000.00 | 407,000.00 | 2,565,000.00 |
| EX-31-20-09-0 (SF3921) | 460,000.00 | 225,000.00 | 235,000.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 70,000.00 | 20,000.00 | 50,000.00 |
| TOTAL, EX31 | 530,000.00 | 245,000.00 | 285,000.00 |
| EX-70-20-00-0 (SF6802ET2) | 20,000.00 | 20,000.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, WB | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 3,522,000.00 | 672,000.00 | 2,850,000.00 |
| TOTAL OPERATING EXPENSES BEFORE REIMBURSABLE & WFO | 3,905,000.00 | 895,000.00 | 3,010,000.00 |
| COST OF WORK FOR NON-FED. ENTITIES (See Page 7) | 596,609.03 | 576,609.03 | 20,000.00 |
| REIMBURSABLES (See Page 7) | 0.00 | 0.00 | 0.00 |
| **TOTAL OPERATING EXPENSES** | **4,501,609.03** | **1,471,609.03** | **3,030,000.00** |

| EQUIPMENT | FY 1996 B/A | PRIOR FUNDING | MOD A266 |
|---|---|---|---|
| **DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL EQUIPMENT** | **0.00** | **0.00** | **0.00** |

| CONSTRUCTION ** | FY 1996 B/A | PRIOR FUNDING | MOD A26B |
|---|---|---|---|
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (73005A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (79001B) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80ES05) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (68003C) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (7704A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (78006A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (81C601) | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (7501004) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL, CONSTRUCTION** | **0.00** | **0.00** | **0.00** |
| **TOTAL, FUNDING ETEC** | **4,501,609.03** | **1,471,609.03** | **3,030,000.00** |

| COST OF REIMB WORK FOR NON-FED ENTITIES | FY 1996 B/A | PRIOR FUNDING | MOD A268 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEVELOPMENT** | | | |
| **APPROPRIATION: 89X0224.92 FT:2Y** | | | |
| Allotment: SF-64-92 | | | |
| 60-03-01-01-0 | 47,000.00 | 27,000.00 | 20,000.00 |
| 60-03-04-00-0 (2) | 549,069.03 | 549,069.03 | 0.00 |
| 60-03-03-00-0 (1) | 540.00 | 540.00 | 0.00 |
| TOTAL COST OF REIMB WK FOR NON-FED ENTITIES | 596,609.03 | 576,609.03 | 20,000.00 |
| (Funded by approved work orders) | | | |
| **REIMBURSABLE** | | | |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.93 FT:3T** | | | |
| Allotment: SF-60-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3T** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D** | | | |
| **APPROPRIATION: 89X0224.93 FT:3Y** | | | |
| Allotment: SF-64-93 | | | |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| 40-50-EE-53 | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3Y** | 0.00 | 0.00 | 0.00 |
| **TOTAL REIMBURSABLE** | **0.00** | **0.00** | **0.00** |
| (Funded by approved work orders) | | | |

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A268**
**DECEMBER, 1995**

** Expenditure of construction funds subject to receipt of project directive from OAK/EFM.

(1) Obligation of remaining funds on a check received for Clean Airs Now in September. (p. 7)

(2) Balance of the collection from Southern California Eddison has been obligated in WN. ($1,002,427.92 - $453,358.89 = $549,069.03) (p. 7)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 11 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A269 | See Blk 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

EXECUTED

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

Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

| (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE | FACILITY CODE

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (*Specify type of modification and authority*) Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

EXECUTED

Except as provided herein, all terms and codnitions 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)* David A. Pines Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | 12/26/95 |

DE-AC03-76SF00700
MODIFICATION A269

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $773,100,479.12

Amount obligated through Modification A268 is $772,663,881.30

Amount obligated by Modification A269 is $436,615.82

Amount obligated through Modification A269 $773,100,479.12

| Cost Category | Obl. Thru A268 | Obl Thru A269 | Total to Date |
|---|---|---|---|
| Operating | $595,214,037.93 | $436,615.82 | $595,650,653.75 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $104,442,533.93 | -0- | $104,442,533.93 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $772,663,881.30 | $436,615.82 | $773,100,479.12 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 1 through 11 to the modification.

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A269**
**DECEMBER, 1995**

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HA** | | | |
| Allotment: SF-65-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 30,000.00 | 30,000.00 | 0.00 |
| TOTAL, EC26 | 30,000.00 | 30,000.00 | 0.00 |
| EE-53-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EF-78-02-01-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HA** | 30,000.00 | 30,000.00 | 0.00 |
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HN** | | | |
| Allotment: SF-65-91 | | | |
| EF-77-01-02-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HN** | 0.00 | 0.00 | 0.00 |
| **GEOTHERMAL RESOURCE DEV. FUNDS** | | | |
| **APPROPRIATION: 89X0206.91 FT:FX** | | | |
| Allotment: SF-66-91 | | | |
| CC-10-10-00-0 (3) | 0.00 | 0.00 | -266,384.18 |
| **TOTAL, HN** | 0.00 | 0.00 | -266,384.18 |

| OPERATING | FY 1996 B/A * | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| **DEPARTMENTAL ADMIN** | | | |
| **APPROPRIATION: 89X0228.91 FT:SA** | | | |
| Allotment: SF-68-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-1 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, SA** | 0.00 | 0.00 | 0.00 |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.91 FT:TC** | | | |
| Allotment: SF-60-91 | | | |
| GB-02-12-09-0 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TC** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| **DEFENSE ENVIRON RESTORATION & WASTE MGMT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| EW-20-10-10-1 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-10-2 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SFHQ5007AA) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SF148820) | 333,000.00 | 333,000.00 | 0.00 |
| EW-20-10-40-2 (SF148220) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW20 | 333,000.00 | 333,000.00 | 0.00 |
| EW-31-10-01-0 (SF391203) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| EW-31-20-09-0 (SF3921) | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL, EW31 | 20,000.00 | 20,000.00 | 0.00 |
| EW-40-20-00-0 (SF001201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF311201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW40 | 0.00 | 0.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW70 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 353,000.00 | 353,000.00 | 0.00 |
| **MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS** | | | |
| **APPROPRIATION: 89X0243.91 FT: TF** | | | |
| Allotment: SF-63-91 | | | |
| NP-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TF** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEV.** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| AF-20-50-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 703,000.00 | 0.00 | 703,000.00 |
| TOTAL, AF | 703,000.00 | 0.00 | 703,000.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, AM | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 (SF148810) | 438,000.00 | 438,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 247,000.00 | 247,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 540,000.00 | 540,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 669,000.00 | 669,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 1,075,000.00 | 1,075,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL, EX20 | 2,972,000.00 | 2,972,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 460,000.00 | 460,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL, EX31 | 530,000.00 | 530,000.00 | 0.00 |
| EX-70-20-00-0 (SF6802ET2) | 20,000.00 | 20,000.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, WB | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 4,225,000.00 | 3,522,000.00 | 703,000.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| TOTAL OPERATING EXPENSES BEFORE REIMBURSABLE & WFO | 4,608,000.00 | 3,905,000.00 | 436,615.82 |
| COST OF WORK FOR NON-FED. ENTITIES (See Page 8) | 596,609.03 | 596,609.03 | 0.00 |
| REIMBURSABLES (See Page 8) | 0.00 | 0.00 | 0.00 |
| **TOTAL OPERATING EXPENSES** | **5,204,609.03** | **4,501,609.03** | **436,615.82** |

| EQUIPMENT | FY 1996 B/A | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| **DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL EQUIPMENT** | **0.00** | **0.00** | **0.00** |

| CONSTRUCTION ** | FY 1996 B/A | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (73005A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (79001B) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80ES05) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (68003C) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (7704A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (78006A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (81C601) | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (7501004) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL, CONSTRUCTION** | **0.00** | **0.00** | **0.00** |
| **TOTAL, FUNDING ETEC** | **5,204,609.03** | **4,501,609.03** | **436,615.82** |

| COST OF REIMB WORK FOR NON-FED ENTITIES | FY 1996 B/A | PRIOR FUNDING | MOD A269 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEVELOPMENT** | | | |
| **APPROPRIATION: 89X0224.92 FT:2Y** | | | |
| Allotment: SF-64-92 | | | |
| 60-03-01-01-0 | 47,000.00 | 47,000.00 | 0.00 |
| 60-03-04-00-0 (2) | 549,069.03 | 549,069.03 | 0.00 |
| 60-03-03-00-0 (1) | 540.00 | 540.00 | 0.00 |
| **TOTAL COST OF REIMB WK FOR NON-FED ENTITIES** | 596,609.03 | 596,609.03 | 0.00 |
| (Funded by approved work orders) | | | |
| **REIMBURSABLE** | | | |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.93 FT:3T** | | | |
| Allotment: SF-60-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 (3) | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3T** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D** | | | |
| **APPROPRIATION: 89X0224.93 FT:3Y** | | | |
| Allotment: SF-64-93 | | | |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| 40-50-EE-53 | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3Y** | 0.00 | 0.00 | 0.00 |
| **TOTAL REIMBURSABLE** | **0.00** | **0.00** | **0.00** |
| (Funded by approved work orders) | | | |

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A269**
**DECEMBER, 1995**

** Expenditure of construction funds subject to receipt of project directive from OAK/EFM.

(1) Obligation of remaining funds on a check received for Clean Airs Now in September. (p. 7)

(2) Balance of the collection from Southern California Eddison has been obligated in WN. ($1,002,427.92 - $453,358.89 = $549,069.03) (p. 7)

(3) Prior year deobligation per ETEC's request. (p. 1)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A270 | See Blk 16C | N/A | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

CODE FACILITY CODE

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

EXECUTED

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)* David A. Rines 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 12/27/95 |

DE-AC03-76SF00700
MODIFICATION A270

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $773,250,479.12

Amount obligated through Modification A269 is $772,100,479.12

Amount obligated by Modification A270 is $150,000.00

Amount obligated through Modification A270 $773,250,479.12

| Cost Category | Obl. Thru A269 | Obl Thru A270 | Total to Date |
|---|---|---|---|
| Operating | $595,650,653.75 | $150,000.00 | $595,8000,653.75 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $104,442,533.93 | -0- | $104,442,533.93 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $773,100,479.12 | $150,000.00 | $773,250,479.12 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 1 through 10 to the modification.

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A270**
**DECEMBER, 1995**

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HA** | | | |
| Allotment: SF-65-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 30,000.00 | 30,000.00 | 0.00 |
| TOTAL, EC26 | 30,000.00 | 30,000.00 | 0.00 |
| EE-53-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EF-78-02-01-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HA** | 30,000.00 | 30,000.00 | 0.00 |
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HN** | | | |
| Allotment: SF-65-91 | | | |
| EF-77-01-02-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HN** | 0.00 | 0.00 | 0.00 |
| **GEOTHERMAL RESOURCE DEV. FUNDS** | | | |
| **APPROPRIATION: 89X0206.91 FT:FX** | | | |
| Allotment: SF-66-91 | | | |
| CC-10-10-00-0 (3) | 0.00 | -266,384.18 | 0.00 |
| **TOTAL, HN** | 0.00 | -266,384.18 | 0.00 |

| OPERATING | FY 1996 B/A * | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| **DEPARTMENTAL ADMIN** | | | |
| **APPROPRIATION: 89X0228.91 FT:SA** | | | |
| Allotment: SF-68-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-1 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, SA** | 0.00 | 0.00 | 0.00 |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.91 FT:TC** | | | |
| Allotment: SF-60-91 | | | |
| GB-02-12-09-0 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TC** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| **DEFENSE ENVIRON RESTORATION & WASTE MGMT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| EW-20-10-10-1 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-10-2 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SFHQ5007AA) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SF148820) | 483,000.00 | 333,000.00 | 150,000.00 |
| EW-20-10-40-2 (SF148220) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW20 | 483,000.00 | 333,000.00 | 150,000.00 |
| EW-31-10-01-0 (SF391203) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| EW-31-20-09-0 (SF3921) | 20,000.00 | 20,000.00 | 0.00 |
| TOTAL, EW31 | 20,000.00 | 20,000.00 | 0.00 |
| EW-40-20-00-0 (SF001201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF311201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF325001) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW40 | 0.00 | 0.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW70 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 503,000.00 | 353,000.00 | 150,000.00 |
| **MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS** | | | |
| **APPROPRIATION: 89X0243.91 FT: TF** | | | |
| Allotment: SF-63-91 | | | |
| NP-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TF** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEV.** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| AF-20-50-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 703,000.00 | 703,000.00 | 0.00 |
| TOTAL, AF | 703,000.00 | 703,000.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, AM | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 (SF148810) | 438,000.00 | 438,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 247,000.00 | 247,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 540,000.00 | 540,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 669,000.00 | 669,000.00 | 0.00 |
| EX-20-10-40-2 (SF148820) | 1,075,000.00 | 1,075,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL, EX20 | 2,972,000.00 | 2,972,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 460,000.00 | 460,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL, EX31 | 530,000.00 | 530,000.00 | 0.00 |
| EX-70-20-00-0 (SF6802ET2) | 20,000.00 | 20,000.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, WB | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 4,225,000.00 | 4,225,000.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| TOTAL OPERATING EXPENSES BEFORE REIMBURSABLE & WFO | 4,758,000.00 | 4,341,615.82 | 150,000.00 |
| COST OF WORK FOR NON-FED. ENTITIES (See Page 8) | 596,609.03 | 596,609.03 | 0.00 |
| REIMBURSABLES (See Page 8) | 0.00 | 0.00 | 0.00 |
| **TOTAL OPERATING EXPENSES** | **5,354,609.03** | **4,938,224.85** | **150,000.00** |

| EQUIPMENT | FY 1996 B/A | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| **DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL EQUIPMENT** | **0.00** | **0.00** | **0.00** |

| CONSTRUCTION ** | FY 1996 B/A | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (73005A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (79001B) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80ES05) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (68003C) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (7704A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (78006A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (81C601) | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (7501004) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL, CONSTRUCTION** | 0.00 | 0.00 | 0.00 |
| **TOTAL, FUNDING ETEC** | 5,354,609.03 | 4,938,224.85 | 150,000.00 |

| COST OF REIMB WORK FOR NON-FED ENTITIES | FY 1996 B/A | PRIOR FUNDING | MOD A270 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEVELOPMENT** | | | |
| **APPROPRIATION: 89X0224.92 FT:2Y** | | | |
| Allotment: SF-64-92 | | | |
| 60-03-01-01-0 | 47,000.00 | 47,000.00 | 0.00 |
| 60-03-04-00-0 (2) | 549,069.03 | 549,069.03 | 0.00 |
| 60-03-03-00-0 (1) | 540.00 | 540.00 | 0.00 |
| **TOTAL COST OF REIMB WK FOR NON-FED ENTITIES** | 596,609.03 | 596,609.03 | 0.00 |
| (Funded by approved work orders) | | | |
| **REIMBURSABLE** | | | |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.93 FT:3T** | | | |
| Allotment: SF-60-9 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 (3) | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3T** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D** | | | |
| **APPROPRIATION: 89X0224.93 FT:3Y** | | | |
| Allotment: SF-64-93 | | | |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| 40-50-EE-53 | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3Y** | 0.00 | 0.00 | 0.00 |
| **TOTAL REIMBURSABLE** | 0.00 | 0.00 | 0.00 |
| (Funded by approved work orders) | | | |

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A270**
**DECEMBER, 1995**

** Expenditure of construction funds subject to receipt of project directive from OAK/EFM.

(1) Obligation of remaining funds on a check received for Clean Airs Now in September. (p. 7)

(2) Balance of the collection from Southern California Eddison has been obligated in WN. ($1,002,427.92 - $453,358.89 = $549,069.03) (p. 7)

(3) Prior year deobligation per ETEC's request. (p. 1)

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE OF PAGES: 1 | 8

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A271 | See Blk 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

Except as provided herein, all terms and codnitions 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)* David A. Pines Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY _____ *(Signature of Contracting Officer)* | 1/29/96 |



EXECUTED

DE-AC03-76SF00700
MODIFICATION A271

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $773,356,315.12

Amount obligated through Modification A270 is $773,250,497.12

Amount obligated by Modification A271 is $105,818.00

Amount obligated through Modification A271 $773,356,315.12

| Cost Category | Obl. Thru A270 | Obl Thru A271 | Total to Date |
|---|---|---|---|
| Operating | $595,800,653.75 | $613,000.00 | $596,413,653.75 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $104,442,533.93 | (507,182.00) | $103,935,351.93 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $773,250,479.12 | $105,818.00 | $773,356,315.12 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 1 through 10 to the modification.

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A271**
**JANUARY, 1996**

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A271 |
|---|---|---|---|
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HA** | | | |
| Allotment: SF-65-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 30,000.00 | 30,000.00 | 0.00 |
| TOTAL, EC26 | 30,000.00 | 30,000.00 | 0.00 |
| EE-53-02-00-00-0 | 40,000.00 | 0.00 | 40,000.00 |
| EF-78-02-01-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HA** | 70,000.00 | 30,000.00 | 40,000.00 |
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HN** | | | |
| Allotment: SF-65-91 | | | |
| EF-77-01-02-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HN** | 0.00 | 0.00 | 0.00 |
| **GEOTHERMAL RESOURCE DEV. FUNDS** | | | |
| **APPROPRIATION: 89X0206.91 FT:FX** | | | |
| Allotment: SF-66-91 | | | |
| CC-10-10-00-0 (3) | 0.00 | -266,384.18 | 0.00 |
| **TOTAL, HN** | 0.00 | -266,384.18 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A271 |
|---|---|---|---|
| **DEPARTMENTAL ADMIN** | | | |
| **APPROPRIATION: 89X0228.91 FT:SA** | | | |
| Allotment: SF-68-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-1 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, SA** | 0.00 | 0.00 | 0.00 |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.91 FT:TC** | | | |
| Allotment: SF-60-91 | | | |
| GB-02-12-09-0 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TC** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A271 |
|---|---|---|---|
| **DEFENSE ENVIRON RESTORATION & WASTE MGMT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| EW-20-10-10-1 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-10-2 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SFHQ5007AA) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SF148820) (6) | 1,080,000.00 | 483,000.00 | 597,000.00 |
| EW-20-10-40-2 (SF148220) (6) | -80,000.00 | 0.00 | -80,000.00 |
| TOTAL, EW20 | 1,000,000.00 | 483,000.00 | 517,000.00 |
| EW-31-10-01-0 (SF391203) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| EW-31-20-09-0 (SF3921) (4) | 102,000.00 | 20,000.00 | 82,000.00 |
| TOTAL, EW31 | 102,000.00 | 20,000.00 | 82,000.00 |
| EW-40-20-00-0 (SF001201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF311201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF06PS01) TPO/STCG ADMIN. (5) | 35,000.00 | 0.00 | 35,000.00 |
| TOTAL, EW40 | 35,000.00 | 0.00 | 35,000.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW70 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 1,137,000.00 | 503,000.00 | 634,000.00 |
| **MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS** | | | |
| **APPROPRIATION: 89X0243.91 FT: TF** | | | |
| Allotment: SF-63-91 | | | |
| NP-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TF** | 0.00 | 0.00 | 0.00 |

| TING | FY 1996 B/A | PRIOR FUNDING | MOD A271 |
|---|---|---|---|
| L OPERATING EXPENSES BEFORE MBURSABLE & WFO | 5,351,000.00 | 4,491,615.82 | 593,000.00 |
| ST OF WORK FOR NON-FED. ENTITIES (See Page 8) | 616,609.03 | 596,609.03 | 20,000.00 |
| IMBURSABLES (See Page 8) | 0.00 | 0.00 | 0.00 |
| **OTAL OPERATING EXPENSES** | **5,967,609.03** | **5,088,224.85** | **613,000.00** |

| EQUIPMENT | FY 1996 B/A | PRIOR FUNDING | JOD A271 |
|---|---|---|---|
| **DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-61-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL EQUIPMENT** | 0.00 | 0.00 | 0.00 |

| CONSTRUCTION ** | FY 1996 B/A | PRIOR FUNDING | MOD A271 |
|---|---|---|---|
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (73005A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (79001B) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80ES05) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (68003C) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (7704A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (78006A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS SF3923 | -507,182.00 | 0.00 | -507,182.00 |
| SUBTOTAL | -507,182.00 | 0.00 | -507,182.00 |
| 39-21-00-00-0 (81C601) | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (7501004) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | -507,182.00 | 0.00 | -507,182.00 |
| **TOTAL, CONSTRUCTION** | **-507,182.00** | **0.00** | **-507,182.00** |
| **TOTAL, FUNDING ETEC** | **5,460,427.03** | **5,088,224.85** | **105,818.00** |

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A271**
**JANUARY, 1996**

** Expenditure of construction funds subject to receipt of project directive from OAK/EFM.

(1) Obligation of remaining funds on a check received for Clean Airs Now in September. (p. 7)

(2) Balance of the collection from Southern California Eddison has been obligated in WN. ($1,002,427.92 - $453,358.89 = $549,069.03) (p. 7)

(3) Prior year deobligation per ETEC's request. (p. 1)

(4) Transfering funds from OAK program direction. (p. 3)

(5) Per program manager direction. (p.3)

(6) Correction to prior year mod. (p. 3)

EXECUTED

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 10 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A272 | See Blk 16C | N/A | |

6. ISSUED BY — CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

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

Rockwell International Corp.
Rocketdyne Division
6633 Canoga Ave.
Canoga Park, CA 91303

Attn: J. Klein, M/S IA48

CODE | FACILITY CODE

| (/) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

See Attached Pages

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Funding Modification Pursuant to Clause 7, "Obligations of Funds" |

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

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

- Text of Modification is on page 2 -

Except as provided herein, all terms and codnitions 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)* David A. Rines Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | 2/1/96 |



EXECUTED

DE-AC03-76SF00700
MODIFICATION A272

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $774,256,315.12

Amount obligated through Modification A271 is $773,356,315.12

Amount obligated by Modification A272 is $900,000.00

Amount obligated through Modification A272 $774,256,315.12

| Cost Category | Obl. Thru A271 | Obl Thru A272 | Total to Date |
|---|---|---|---|
| Operating | $595,800,653.75 | $900,000.00 | $597,313,653.75 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $104,442,533.93 | (507,182.00) | $103,935,351.93 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $773,356,315.12 | $900,000.00 | $774,256,315.12 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 1 through 10 to the modification.

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A272**
**JANUARY, 1996**

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HA** | | | |
| Allotment: SF-65-91 | | | |
| EC-26-01-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-02-00-00-0 | 0.00 | 0.00 | 0.00 |
| EC-26-03-00-00-0 | 30,000.00 | 30,000.00 | 0.00 |
| TOTAL, EC26 | 30,000.00 | 30,000.00 | 0.00 |
| EE-53-02-00-00-0 | 40,000.00 | 40,000.00 | 0.00 |
| EF-78-02-01-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HA** | 70,000.00 | 70,000.00 | 0.00 |
| **ENERGY CONSERVATION** | | | |
| **APPROPRIATION: 89X0215.91 FT:HN** | | | |
| Allotment: SF-65-91 | | | |
| EF-77-01-02-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, HN** | 0.00 | 0.00 | 0.00 |
| **GEOTHERMAL RESOURCE DEV. FUNDS** | | | |
| **APPROPRIATION: 89X0206.91 FT:FX** | | | |
| Allotment: SF-66-91 | | | |
| CC-10-10-00-0 (3) | 0.00 | -266,384.18 | 0.00 |
| **TOTAL, HN** | 0.00 | -266,384.18 | 0.00 |

| OPERATING | FY 1996 B/A * | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| **DEPARTMENTAL ADMIN** | | | |
| **APPROPRIATION: 89X0228.91 FT:SA** | | | |
| Allotment: SF-68-91 | | | |
| WA-50-02-01-0 | 0.00 | 0.00 | 0.00 |
| WN-01-19-07-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-04-1 | 0.00 | 0.00 | 0.00 |
| WN-02-19-06-0 | 0.00 | 0.00 | 0.00 |
| WN-02-19-07-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, SA** | 0.00 | 0.00 | 0.00 |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.91 FT:TC** | | | |
| Allotment: SF-60-91 | | | |
| GB-02-12-09-0 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-1 | 0.00 | 0.00 | 0.00 |
| GB-03-05-07-3 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TC** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1995 B/A | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| **DEFENSE ENVIRON RESTORATION & WASTE MGMT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| EW-20-10-10-1 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-10-2 (SF148810) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SFHQ5007AA) | 0.00 | 0.00 | 0.00 |
| EW-20-10-40-2 (SF148820) (6) | 1,080,000.00 | 1,080,000.00 | 0.00 |
| EW-20-10-40-2 (SF148220) (6) | 0.00 | -80,000.00 | 0.00 |
| TOTAL, EW20 | 1,080,000.00 | 1,000,000.00 | 0.00 |
| EW-31-10-01-0 (SF391203) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| EW-31-10-01-0 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| EW-31-20-09-0 (SF3921) (4) | 102,000.00 | 102,000.00 | 0.00 |
| TOTAL, EW31 | 102,000.00 | 102,000.00 | 0.00 |
| EW-40-20-00-0 (SF001201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF311201) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352001) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352002) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352003) | 0.00 | 0.00 | 0.00 |
| EW-40-20-00-0 (SF352004) | 0.00 | 0.00 | 0.00 |
| EW-40-50-00-0 (SF06PS01) TPO/STCG ADMIN. (5) | 35,000.00 | 35,000.00 | 0.00 |
| TOTAL, EW40 | 35,000.00 | 35,000.00 | 0.00 |
| EW-70-01-00-0 (ADSSF6800) | 0.00 | 0.00 | 0.00 |
| EW-70-20-00-0 (SFHQ60024C) | 0.00 | 0.00 | 0.00 |
| TOTAL, EW70 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 1,217,000.00 | 1,137,000.00 | 0.00 |
| **MATERIALS SUPPORT & OTHER DEFENSE PROGRAMS** | | | |
| **APPROPRIATION: 89X0243.91 FT: TF** | | | |
| Allotment: SF-63-91 | | | |
| NP-01-01-00-0 | 0.00 | 0.00 | 0.00 |
| **TOTAL, TF** | 0.00 | 0.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEV.** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| AF-20-50-10-0 | 0.00 | 0.00 | 0.00 |
| AF-95-00-00-0 | 703,000.00 | 703,000.00 | 0.00 |
| TOTAL, AF | 703,000.00 | 703,000.00 | 0.00 |
| AM-10-01-00-0 | 0.00 | 0.00 | 0.00 |
| AM-10-03-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, AM | 0.00 | 0.00 | 0.00 |
| EX-20-10-20-1 (SF148810) | 438,000.00 | 438,000.00 | 0.00 |
| EX-20-10-20-2 (SF148810) | 247,000.00 | 247,000.00 | 0.00 |
| EX-20-10-30-1 (SF148830) | 540,000.00 | 540,000.00 | 0.00 |
| EX-20-10-30-1 (SF148810) | 669,000.00 | 669,000.00 | 0.00 |
| EX-20-10-40-2 ( ,F148820) | 1,075,000.00 | 1,075,000.00 | 0.00 |
| EX-20-10-40-3 (SF148820) | 3,000.00 | 3,000.00 | 0.00 |
| TOTAL, EX20 | 2,972,000.00 | 2,972,000.00 | 0.00 |
| EX-31-20-09-0 (SF3921) | 379,000.00 | 379,000.00 | 0.00 |
| EX-31-10-01-0 (SFHQ3010-1A) | 0.00 | 0.00 | 0.00 |
| EX-31-10-02-1 (SF3914A) | 70,000.00 | 70,000.00 | 0.00 |
| TOTAL, EX31 | 449,000.00 | 449,000.00 | 0.00 |
| EX-70-20-00-0 (SF6802ET2) | 20,000.00 | 20,000.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| WB-00-00-00-0 | 0.00 | 0.00 | 0.00 |
| TOTAL, WB | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 4,144,000.00 | 4,144,000.00 | 0.00 |

| OPERATING | FY 1996 B/A | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| TOTAL OPERATING EXPENSES BEFORE REIMBURSABLE & WFO | 5,431,000.00 | 5,084,615.82 | 0.00 |
| COST OF WORK FOR NON-FED. ENTITIES (See Page 8) | 1,516,609.03 | 616,609.03 | 900,000.00 |
| REIMBURSABLES (See Page 8) | 0.00 | 0.00 | 0.00 |
| **TOTAL OPERATING EXPENSES** | **6,947,609.03** | **5,701,224.85** | **900,000.00** |

| EQUIPMENT | FY 1996 B/A | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| **DEFENSE ENVIRONMENTAL RESTORATION & WASTE MANAGEMENT** | | | |
| **APPROPRIATION: 89X0242.91 FT:TE** | | | |
| Allotment: SF-62-91 | | | |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ03341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-31-10-2 (99ZZ) E003 (SFHQ3341A) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E001 (SF352001) | 0.00 | 0.00 | 0.00 |
| 35-EW-40-20-0 (99ZZ) E002 (SF352003) | 0.00 | 0.00 | 0.00 |
| **TOTAL, TE** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 35-AF-80-00-0 (99ZZ) FACILITIES OPS & MAINT | 0.00 | 0.00 | 0.00 |
| 35-EX-31-20-9 (99ZZ) FACILITIES OPS & MAINT (SF3921) | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | 0.00 | 0.00 |
| **TOTAL EQUIPMENT** | **0.00** | **0.00** | **0.00** |

| CONSTRUCTION ** | FY 1996 B/A | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| **ENERGY SUPPLY R&D - P&E** | | | |
| **APPROPRIATION: 89X0224.91 FT:YA** | | | |
| Allotment: SF-64-91 | | | |
| 39-AF-80-00-0(GPN102)GPP | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (73005A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (79001B) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80ES05) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (68003C) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (7704A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (78006A) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AF-80-00-0 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G001) | 0.00 | 0.00 | 0.00 |
| 39-AM-00-00 (80G002) | 0.00 | 0.00 | 0.00 |
| 39-EX-11-20-0 91E203 | 0.00 | 0.00 | 0.00 |
| 39-EX-31-30-9 (GPE600) ADS SF3923 | 0.00 | -507,182.00 | 0.00 |
| SUBTOTAL | 0.00 | -507,182.00 | 0.00 |
| 39-21-00-00-0 (81C601) | 0.00 | 0.00 | 0.00 |
| 39-21-00-00-0 (7501004) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (85A6040000) | 0.00 | 0.00 | 0.00 |
| 39-WB-00-00-0 (IHE 500) | 0.00 | 0.00 | 0.00 |
| SUBTOTAL | 0.00 | 0.00 | 0.00 |
| **TOTAL, YA** | 0.00 | -507,182.00 | 0.00 |
| **TOTAL, CONSTRUCTION** | **0.00** | **-507,182.00** | **0.00** |
| **TOTAL, FUNDING ETEC** | **6,947,609.03** | **5,194,042.85** | **900,000.00** |

| COST OF REIMB WORK FOR NON-FED ENTITIES | FY 1996 B/A | PRIOR FUNDING | MOD A272 |
|---|---|---|---|
| **ENERGY SUPPLY RESEARCH & DEVELOPMENT** | | | |
| **APPROPRIATION: 89X0224.92 FT:2Y** | | | |
| Allotment: SF-64-92 | | | |
| 60-03-01-01-0 KALINA | 67,000.00 | 67,000.00 | 0.00 |
| 60-03-01-02-0 JAPAN ATOMIC POWER | 900,000.00 | 0.00 | 900,000.00 |
| 60-03-04-00-0 (2) | 549,069.03 | 549,069.03 | 0.00 |
| 60-03-03-00-0 (1) | 540.00 | 540.00 | 0.00 |
| **TOTAL COST OF REIMB WK FOR NON-FED ENTITIES** | 1,516,609.03 | 616,609.03 | 900,000.00 |
| (Funded by approved work orders) | | | |
| **REIMBURSABLE** | | | |
| **WEAPONS ACTIVITIES** | | | |
| **APPROPRIATION: 89X0240.93 FT:3T** | | | |
| Allotment: SF-60-93 | | | |
| 40-04-03-10-9 | 0.00 | 0.00 | 0.00 |
| 40-04-03-30-9 (3) | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3T** | 0.00 | 0.00 | 0.00 |
| **ENERGY SUPPLY R&D** | | | |
| **APPROPRIATION: 89X0224.93 FT:3Y** | | | |
| Allotment: SF-64-93 | | | |
| 40-04-03-30-9 | 0.00 | 0.00 | 0.00 |
| 40-10-01-02-0 | 0.00 | 0.00 | 0.00 |
| 40-10-01-06-0 | 0.00 | 0.00 | 0.00 |
| 40-50-EE-53 | 0.00 | 0.00 | 0.00 |
| **TOTAL, 3Y** | 0.00 | 0.00 | 0.00 |
| **TOTAL REIMBURSABLE** | **0.00** | **0.00** | **0.00** |
| (Funded by approved work orders) | | | |

**ENERGY TECHNOLOGY ENGINEERING CENTER**
**CONTRACT DE-AC03-76SF00700**
**MODIFICATION A272**
**JANUARY, 1996**

** Expenditure of construction funds subject to receipt of project directive from OAK/EFM.

(1) Obligation of remaining funds on a check received for Clean Airs Now in September. (p. 7)

(2) Balance of the collection from Southern California Eddison has been obligated in WN. ($1,002,427.92 - $453,358.89 = $549,069.03) (p. 7)

(3) Prior year deobligation per ETEC's request. (p. 1)

(4) Transfering funds from OAK program direction. (p. 3)

(5) Per program manager direction. (p.3)

(6) Correction to prior year mod. (p. 3)

# AMENDMENT OF SOLICITATI[ ]ODIFICATION OF CONTRACT

TRACT ID CODE | PAGE 1 OF PAGES 2

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A273 | See Block 16c | N/A | |

6. ISSUED BY — CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, California 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

EXECUTED

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

Rockwell International Corporation
Rocketdyne Division
6633 Cangoa Ave.
Canoga Park, California 91303

Attn: J. Klein, M/S IA48

CODE | FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| x | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

## 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)*

## 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)* Funding Modification Pursuant to Clause 7, "Obligation of Funds" |

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

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

- Text of Modification is on page 2

EXECUTED

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)* David Pines Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY *(Signature of Contracting Officer)* | 2/26/96 |

DE-AC03-76SF00700
MODIFICATION A273

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $776,194,187.99

Amount obligated through Modification A272 is $774,256,315.12

Amount obligated by Modification A273 is $1,937,872.87
Amount obligated through Modification A273 $776,194,187.99

| Cost Category | Obl. Thru A272 | Obl Thru A273 | Total to Date |
|---|---|---|---|
| Operating | $597,313,653.75 | $1,938,000.00 | $599,251,653.75 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $103,935,351.93 | (127.13) | $103,935,224.80 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $774,256,315.12 | $1,937,872.87 | $776,194,187.99 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 1 through 10 to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF PAGES 2

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A274 | See Block 16c | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700n
Oakland, California 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rockwell International Corporation
Rocetdyne Division
6633 Cangoa Ave.
Canoga Park, California 91301

ATTN: J. Klein, M/S 1A48

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
x DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

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)

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)
Funding Modification Pursuant to Clause 7, "Obligation of Funds"

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

-Text of Modification is on Page 2-

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) | |
|---|---|---|---|
| | | DAVID A. PINES<br>CONTRACTING OFFICER | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 3/18/96 |

DE-AC03-76SF00700
MODIFICATION A274

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

The amount presently obligated by the Government with respect to this contract is $777,065,820.30

Amount obligated through Modification A273 is $776,194,187.99

Amount obligated by Modification A274 is $871,632.31
Amount obligated through Modification A274 $777,065,820.30

| Cost Category | Obl. Thru A273 | Obl Thru A274 | Total to Date |
|---|---|---|---|
| Operating | $599,251,653.75 | $884,000.00 | $600,135,653.75 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $103,935,224.80 | (12,367.69) | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $776,194,187.99 | $871,632.31 | $777,065,820.30 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A, Pages 1 through 10 to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A275 | See Block 16C | N\|A | |

**6. ISSUED BY** CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

**7. ADMINISTERED BY (If other than Item 6)** CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, CA 91301

ATTN: J. Klein, M\|S 1A48

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)**

See Attachment A

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

| (If) | |
|---|---|
| | 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) Funding Modification pursuant to Clause 7, "Obligation of Funds" |

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

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

-Text of Modification is on Page 2-

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) |
|---|---|
| | CHARLES W. MARSHALL<br>CONTRACTING OFFICER |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY Charles W Marshall (Signature of Contracting Officer) | 4/18/96 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $778,317,444.64."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A274 | Obligated by this Modification A275 | Total to Date |
|---|---|---|---|
| Operating | $600,135,653.75 | $1,251,624.34 | $601,387,278.09 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $777,065,820.30 | $1,251,624.34 | $778,317,444.64 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE 1 OF PAGES 2

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A276 | See Block 16C | N\|A | |

**6. ISSUED BY** CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

**7. ADMINISTERED BY** (If other than Item 6) CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, CA 91301

ATTN: J. Klein, M|S 1A48

CODE | FACILITY CODE

(✓) **9A. AMENDMENT OF SOLICITATION NO.**

**9B. DATED** (SEE ITEM 11)

**10A. MODIFICATION OF CONTRACT/ORDER NO.**

X DE-AC03-76SF00700

**10B. DATED** (SEE ITEM 13)

October 1, 1966

## 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)

See Attachment A

## 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).

**C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:**

**D. OTHER** (Specify type of modification and authority)

X Funding Modification pursuant to Clause 7, "Obligation of Funds"

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

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

-Text of Modification is on Page 2-

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) | |
|---|---|---|---|
| | | Drayton L. Swartz<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY [signature]<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>5/29/96 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $781,352,549.96."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A275 | Obligated by this Modification A276 | Total to Date |
|---|---|---|---|
| Operating | $601,387,278.09 | $3,035,105.32 | $604,422,383.41 |
| Equipment | $30,875,428.79 | -0- | $30,875,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $778,317,444.64 | $3,035,105.32 | $781,352,549.96 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A277 | See block 16c | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Suite 700N
Oakland, California 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, California 91301

ATTN: J. Klein, M/S 1A48

CODE FACILITY CODE

| (x) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| x | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

## 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) Funding Modication pursuant to Clasue 7, "obiligation of Funds" |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

- Text of Modification is on Page 2 -

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) |
|---|---|
| A. J. Burds, Jr., Manager-Contracts & Proposals Advanced Programs | DAVID A. PINES CONTRACTING OFFICER |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | 7/1/96 | BY (Signature of Contracting Officer) | 6/24/96 |

## INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued [illegible]). Insert the name and [illegible]ddress of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.–Dated), and 10, (Modification of Contract/Order No.–Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....
Net increase $.....

(2) Accounting classification .....
Net decrease $.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $ .....

(ii) Total contract price decreased by $ .....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $780,926,362.59."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A276 | Obligated by this Modification A277 | Total to Date |
|---|---|---|---|
| Operating | $604,422,383.41 | ($398,187.37) | $604,024,196.04 |
| Equipment | $30,875,428.79 | ($28,000.00) | $30,847,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $781,352,549.96 | ($426,187.37) | $780,926,362.59 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

# AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A278 | See block 16c | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Suite 700N
Oakland, California 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, California 91301

ATTN: J. Klein, M/S 1A48

CODE FACILITY CODE

| (x) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| x | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

## 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: |
| | D. OTHER (Specify type of modification and authority) |
| x | Funding Modication pursuant to Clasue 7, "obiligation of Funds" |

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

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

- Text of Modification is on Page 2 -

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) DAVID A. PINES 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 7/19/96 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $781,052,954.07."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A277 | Obligated by this Modification A278 | Total to Date |
|---|---|---|---|
| Operating | $604,024,196.04 | $126,591.48 | $604,150,787.52 |
| Equipment | $30,847,428.79 | -0- | $30,847,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $780,926,362.59 | $126,591.48 | $781,052,954.07 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 12 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| M279 | See Blk 16C | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY *(If other than Item 6)* | CODE |
|---|---|---|---|
| U.S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Room 700N<br>Oakland, CA 94612-5208 | | | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | (/) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International<br>Rocketdyne Division<br>6633 Canoga Park<br>Canoga Park, CA 91304<br>ATTN: Joe Klien | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |

| CODE | FACILITY CODE |
|---|---|
| | |

## 11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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)*

## 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:<br>Clause 7, Obligation of Funds |
| | D. OTHER *(Specify type of modification and authority)* |

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 Attachment A

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)* |
|---|---|
| A. J. Burds, Jr.<br>Manager, Contracts and Proposals | David A. Pines<br>Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| *(Signature of person authorized to sign)* | 7/23/96 | BY *(Signature of Contracting Officer)* | 7/23/96 |

5. ALLOWABLE COSTS AND FIXED-FEE (MANAGEMENT AND OPERATING CONTRACTS) (DEAR 970.5204-13)

Allowable costs and Fixed-Fee (Management and Operating Contracts) (Sept 1991)

(a) Compensation for contractor's services. Payment for the allowable costs as hereinafter defined, and of the fixed-fee, if any, as hereinafter provided, shall constitute full and complete compensation for the performance of the work under this contract.

(b) Fixed-Fee.

(1) The fixed-fee payable for FY 1996, to the contractor for the performance of the work under this contract, is $1,068,240.00. There shall be no adjustment in the amount of the contractor's fixed-fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work.

(2) The fixed-fee payable to the contractor for the performance of work under this contact for FY 1997 will be negotiated after approval and receipt of the DOE FY 1997 Budget, if any.

(c) Allowable costs. The allowable cost of performing the work under this contract shall be the costs and expenses that are actually incurred by the contractor in the performance of the contract work in accordance with its terms, that are necessary or incident thereto, and are determined to be allowable pursuant to this paragraph (c). The determination of the allowability of cost hereunder shall be based on: (1) Reasonableness, including the exercise of prudent business judgement; (2) consistent application of generally accepted accounting principles and practices that result in equitable charges to the contract work; and (3) recognition of all exclusions and limitations set forth in this clause or elsewhere in this contract as to types or amounts of items of cost. Allowable costs shall not include the cost of any item described as unallowable in paragraph (e) of this clause except as indicated therein. Failure to mention as item of cost specifically in paragraph (d) or paragraph (e) shall not imply either that it is allowable or that it is unallowable.

(d) Items of allowable cost. Subject to the other provisions of this clause, the following items of cost of work done under this contract shall be allowable to the extent indicated:

(1) Bonds and insurance, including self-insurance, as provided in the clause entitled "Required Bonds and Insurance-Exclusive of Government Property."

(2) Communication costs, including telephone services, local and long-distance calls telegrams, cablegrams, postage, and similar items.

(3) Consulting services (including legal and accounting), and related expenses, as approved by the contracting officer, except as made unallowable by paragraphs (e)(16) and (e)(26).

(4) Litigation expenses, including reasonable Counsel fees, incurred in accordance with the clause of this contract entitled "Litigation and Claims."

(5) Losses and expenses (including settlements made with the consent of the contracting officer) sustained by the contractor in the performance of this contract and certified in writing by the contracting officer to be reasonable, except the losses and expenses expressly made unallowable under other provisions of this contract.

(6) Materials, supplies, and equipment, including freight transportation, material handling, inspection, storage, salvage, and other usual expenses incident to the procurement, use and disposition thereof, subject to approvals required under provisions of this contract.

(7) Patents, purchased design, and royalty payments to the extent expressly provided for under other provisions in this contract or as approved by the contracting officer, and preparation of invention disclosures, reports and related documents, and searching the art to the extent necessary to make such invention disclosures in accordance with any "Patent Rights" clause of this contract.

(8) Personnel costs and related expenses incurred in accordance with established policies, programs, and schedules, and any changes thereto during the contract term, applicable to the contractor's private operations and consistently followed throughout his organization, as approved by the contracting officer, such as:

(i) Salaries and wages; bonuses and incentive compensation; overtime, shift differential, holiday, and other premium pay for time worked; non-work time, including vacations, holidays, sick, funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances, or serving on labor management (contractor) committees, provided, however, that the contracting officer's approval is required in each instance of total compensation to an individual employee at an annual rate of $80,000.00 or more, when it is proposed that a total of 50 percent or more or such compensation be reimbursed under DOE cost-type contracts. Total compensation, as used here, includes only the employee's base salary, bonus, and incentive compensation payments;

(ii) Legally required contributions to old-age and survivors' insurance, unemployment compensation plans, and workmen's compensation plans, (whether or not covered by insurance); voluntary or agree-upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);

(iii) Travel (except foreign travel, which requires specific approval by the contracting officer on a case-by-case basis); incidental subsistence and other allowances of contractor employees, in connection with performance of work under this contract (including new employees reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);

(iv) Employee relations, welfare, morale, etc., programs including incentive, or suggestion awards; employee counseling services, health or first-aid clinics, and house or employee publications;

(v) Personnel training (except special education and training courses and research assignments calling for attendance at educational institutions which require specific approval by the Contracting Officer on a case-by-case basis; including apprenticeship training programs designed to improve efficiency and productivity) of contract operations, to develop needed skills, and to develop scientific and technical personnel in specialized fields required in the contract work;

(vi) Recruitment of personnel (including help-wanted advertisement), including service of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the contractor for employment interviews; and

(vii) Net cost of operating plant-site cafeteria, dining rooms, and canteens attributable to the extent directed or approval by the contracting officer.

(9) Repairs, maintenance, inspection, replacement, and disposal of Government-owned property and the restoration or clean-up of site and facilities to the extent directed or approved by the contracting officer.

(10) Subcontracts and purchase orders, including procurements from contractor-controlled sources, subject to approvals required by other provisions of this contract.

(11) Subscriptions to trade, business, technical, and professional periodicals, as approved by the contracting officer.

(12) Taxes, fees, and charges levied by public agencies which the contractor is required by law to pay, except those which are expressly made unallowed under other provisions of this contract.

(13) Utility services, including electricity, gas, water, and sewerage.

(14) Indemnification of the Pension Benefit Guaranty Corporation, pursuant to the Employee Retirement Income Security Act of 1974, in accordance with FAR 31.205-6(j)(3)(iv).

(15) Establishment and maintenance of bank accounts in connection with the work hereunder, including, but not limited to, service charges, the cost of disbursing cash, necessary guards, cashiers and paymasters. If payments are made by check, facilities and arrangements for cashing checks may be provided without expense to the employees, subject to the approval of the contracting officer.

(e) Items of Unallowable costs. The following items of costs are unallowable under this contract to the extent indicated:

(1) Advertising and public relations costs designed to promote the contractor or its products, including the costs of promotional items

and memorabilia such as models, gifts and souvenirs, and the cost of membership in civic and community organizations; except those advertising and public relations costs (i) Specifically required by the contract, (ii) Approved in advance by the Contracting Officer as clearly in furtherance of work performed under the contract, (iii) that arise from requirements of the contract and that are exclusively for recruiting personnel, acquiring scarce items for contract performance, disposing of scrap or surplus materials, the transfer of federally owned or originated technology to State and local governments and to the private sector, acquisition of contract-required supplies and services, or (iv) Where the primary purpose of the activity is to facilitate contract performance in support of the DOE mission.

(2) Bad debts (including expenses of collection) and provisions fro bad debts arising out of other business of the contractor.

(3) Proposal expenses and costs of proposals.

(4) Bonuses and similar compensation under any other name which (i) are not pursuant to an agreement between the contractor and employee prior to the rendering of the services or an established plan consistently followed by the Internal Revenue Code and regulations thereunder, or (iii) provide total compensation to an employee in excess of reasonable compensation for the services rendered.

(5) Central and branch office expenses of the contractor, except as specifically set forth in the contract.

(6) Commissions, bonuses, and fees (under whatever name) in connection with obtaining or negotiating for a Government contract or a modification thereto, except when paid to bona fide employees or bona fide established selling organizations maintained by the contractor for the purpose of obtaining Government business.

(7) Contingency reserves, provisions for.

(8) Contributions and donations, including cash, contractor-owned property and services, regardless of the recipient.

(9) Depreciation in excess of that calculated by application of methods approved for use by the Internal Revenue Code of 1954, as amended, including the straight-line declining balance (using a rate not exceeding twice the rate which would have been used had the depreciation been computed under the straight line method), or sum-of-the-years digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life.

(10) Dividend provisions or payments and, in the case of sole proprietors and partners, distribution of profit.

(11) Entertainment, including costs of amusement, diversion, social activities; and directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities; costs of membership in any social, dining or country club or organization, except the costs of such recreational activities for on-site employees as may be approved by the Contracting Officer or provided for elsewhere in the contract.

(12) Fines and penalties, including assessed interest and cost of litigation, that are incurred as a result of contractor and/or subcontractor negligence or willful misconduct when the breach of the legal duty of the contractor and/or its subcontractor giving rise to such fine or penalty involves an area of responsibility clearly placed on the contractor and/or subcontractor. Civil or criminal penalties assessed under the Price-Anderson Amendments Act of 1988, 42 U.S.C. 2273, 2282, and the costs of litigation resulting from such assessments are also unallowable except as may be specifically provided in regulations implementing those civil or criminal penalty provisions.

(13) Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of DOE applicable to transfers of such property to the contractor from others.

(14) Insurance (including any provisions of self-insurance reserve) on any person where the contractor under the insurance policy is the beneficiary, directly or indirectly, and insurance against loss of or damage to Government property as defined in the Clause 71, DEAR 970.5204-21, Property (APR 1984).

(15) Interest, however represented (except (i) Interest incurred in compliance with the contract clause entitled "State and Local Taxes" or, (ii) imputed interest costs relating to leases classified and accounted for as capital leases under generally accepted accounting principles (GAAP), provided that the decision to enter into a capital leasing arrangement has been specifically authorized and approved by the DOE in accordance with applicable procedures and such interest costs are recorded in an appropriately specified DOE account established for such purpose), bond discounts and expenses, and costs of financing and refinancing operations.

(16) Legal, accounting, and consulting services and related costs incurred in connection with the preparation and issuance of stock, rights, organization or reorganization, prosecution or defense of anti-trust suits, prosecution of claims against the United States, contesting actions of proposed actions of the United States, and prosecution or defense of patent infringement litigation except where incurred pursuant to the contractor's performance of the Government funded technology transfer mission and in accordance with the Litigation and Claims article.

(17) Losses (including litigation expenses, Counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and from any source; and losses where such losses or expenses:

(i) Are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the contracting officer but which the contractor failed to procure or maintain through its own fault or negligence;

(ii) Result from willful misconduct or lack of good faith on the part of any of the contractor's directors, corporate officers, or a supervising representative of the contractor, as defined in the Clause of this contract.

(iii) Represent liabilities to third persons for which the contractor has expressly accepted responsibility under other terms of this contract.

(iv) Are direct costs which are avoidable that are incurred by the contractor and/or subcontractor, at any tier or level, without any fault of DOE, exclusively as a result of the negligence or willful misconduct on the part of any of the contractor's and/or its subcontractor's personnel, at any tier or level, in performing work under this contract.

(A) such direct costs may include, for example, additional programmatic expenses for research and development or production activities, and third party claims against the contractor, but shall not include scrap, waste and other routine damages or losses which occur as part of the cost or doing business and are reasonably anticipated and shall not include consequential damages.

(B) Costs of litigation incurred by the contractor or subcontractor in bringing or defending claims relating to these costs are also unallowable.

(18) Maintenance, depreciation, and other costs incidental to the contractor's idle or excess facilities (including machinery and equipment), other than reasonable standby facilities.

(19) Membership in trade, business, and professional organizations, except as approved by the contracting officer.

(20) Precontract costs, except as expressly made allowable under the provisions in this contract.

(21) Research and development costs, unless specifically provided for elsewhere in this contract.

(22) Selling costs, except to the extent they are determined to be reasonable and to be allocable to the contract. Allocability of selling costs to the contract will be determined in the light of reasonable benefit to the agency program arising from such activities as technical, consulting, demonstration, and other services performed for such purposes as applying or adapting the contractor's product for agency use.

(23) Storage of records pertaining to this contract after completion of operations under this contract, irrespective of contractual or statutory requirement for the preservation of records.

(24) Taxes, fees, and charges in connection with financing, refinancing, or refunding operations, including listing of securities on exchanges, taxes which are paid contrary to the clause entitled "State and Local Taxes," federal taxes on net income and excess profits, special assessments on land which represent capital improvement and taxes on accumulated funding deficiencies of, or prohibited transactions involving, employee deferred compensation plans pursuant to Section 4971 or section 4975 of the Internal Revenue Code of 1954, as amended, respectively.

(25) Travel expenses of the officers, proprietors, executives, administrative heads and other employees of the contractor's central office or branch office organizations concerned with the general management, supervision, and conduct of the contractor's business as a whole, except to the extent that particular travel is in connection with the contract and approved by the contracting officer.

(26) Salary or other compensation (and expenses listed thereto) of any individual employed under this contract as a consultant or in another comparable employment capacity who is an employee of another organization and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with DOE, except to the extent that cash payment therefor is required pursuant to the provisions of this contract or procedure of DOE applicable to the borrowing of such an individual from another cost-type contractor.

(27) Travel by commercial aircraft or travel by other than common carrier that is not necessary for the performance of this contract or the cost of which exceeds the lesser of the lowest available commercial discount airfare, Government contract airfare, or the customary standard (coach or equivalent) commercial airfare. Airfare costs in excess of the lowest such airfare are unallowable, except when such accommodations: require circuitous routing; require travel during unreasonable hours; excessively prolonged travel; result in increased cost that would offset transportation savings; would offer accommodations not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet necessary mission requirements. Individual contractor determinations of nonavailability of commercial discount airfare or Government contract airfare will not be contested by DOE when the contractor can reasonably demonstrate such nonavailability or, on an overall basis, that established policies and procedures result in the routine use of the lowest available airfare. However, in order for air travel costs in excess of customary standard airfare to be allowable, the contractor must justify and document the applicable condition(s) set forth above.

(28) Special construction industry "funds" financed by employer contributions for such purposes as methods and materials research, public and industry relations, market development, and disaster relief, except as officially provided elsewhere in this contract.

(29) Late premium payment charges related to employee deferred compensation plan insurance.

(30) Facilities capital cost of money. (CAS 414 and CAS 417).

(31) Cost incurred to influence (directly or indirectly) legislative action on any matter pending before Congress or a State legislature as delineated in the clause titled "Legislative Lobbying Cost Prohibition" incorporated elsewhere in this contract.

(32) Commercial automobile rental expenses unless approved by the Contracting Officer.

(33) Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the Government where the contractor, its agents or employees, is found liable or has pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).

(34) Costs of alcoholic beverages.

(35) Contractor employee travel costs incurred for lodging, meals and incidental expenses which exceed on a daily basis the applicable maximum per them rates in effect for Federal civilian employees at the time of travel. When the applicable maximum per them rate is inadequate due to special or unusual situations, the contractor may pay employees for actual expenses in excess of such per them rate limitation. To be allowable, however, such payments must be properly authorized by an officer or appropriate official of the contractor and shall not exceed the higher amounts that may be authorized for federal civilian employees in a similar situation.

(36) Notwithstanding any other provision of this contract, the costs of bonds and insurance are allowable to the extent they are incurred to protect and indemnity the contractor and/or subcontractor against otherwise unallowable Avoidable Costs, such as fines and penalties, destruction of, loss of Government property and theft or unauthorized use of government property, except and only to the extent that such insurance or bond is required by the specific written direction of the Contracting Officer.

(37) The unallowable costs provisions of subparagraph (e)(17)(iv) dealing with avoidable costs and subparagraph (36) of this clause, the profit making provision of the clause set forth at 970-5204.13(e)(12), the clause set forth at 970.5204-210, and profit making provision of the clause set forth at 970.5204-31 not applicable to Small Businesses and Small Disadvantaged Businesses as defined in the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Businesses Concerns." All costs resulting from the actions or inactions of Small Businesses and Small Disadvantaged Businesses which would otherwise be determined to be Avoidable Costs are allowable costs to the contractor.

(38) The above cited provisions in subparagraph (27) are also not applicable to non-profit subcontractors of profit-making contractors and profit-making subcontractors of non-profit contractors. All costs resulting from the actions or inactions of non-profit subcontractors which would otherwise determined to be Avoidable Costs are allowable costs to the contractor.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A280 | See block 16c | N/A | |

**6. ISSUED BY** CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Suite 700N
Oakland, California 94612-5208

**7. ADMINISTERED BY (If other than Item 6)** CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, California 91301

ATTN: J. Klein, M/S 1A48

CODE FACILITY CODE

| (If) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| x | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)**

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

| (If) | |
|---|---|
| | 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) Funding Modication pursuant to Clasue 7, "obiligation of Funds" |

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

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

- Text of Modification is on Page 2 -

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) |
|---|---|
| | DAVID A. PINES CONTRACTING OFFICER |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 8/21/96 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $781,429,472.73"

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A278 | Obligated by this Modification A280 | Total to Date |
|---|---|---|---|
| Operating | $604,150,787.52 | $360,518.66 | $604,511,306.18 |
| Equipment | $30,847,428.79 | $16,000.00 | $30,863,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $781,429,472.73 | $376,518.66 | $781,429,472.73 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A281 | See block 16c | N/A | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than Item 6) | CODE |
|---|---|---|---|
| U.S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Suite 700N<br>Oakland, California 94612-5208 | | | |

| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International Corporation<br>Rocketdyne Division<br>6633 Canoga Avenue<br>Canoga Park, California 91301<br><br>ATTN: J. Klein, M/S 1A48 | | 9B. DATED (SEE ITEM 11) |
| | x | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |
| 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)**

## 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: |
| | D. OTHER (Specify type of modification and authority) |
| x | Funding Modication pursuant to Clasue 7, "obiligation of Funds" |

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

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

- Text of Modification is on Page 2 -

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) |
|---|---|
| | |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 9/24/96 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $781,429,472.73"

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A280 | Obligated by this Modification A281 | Total to Date |
|---|---|---|---|
| Operating | $604,511,306.18 | $428,354.02 | $604,939,660.20 |
| Equipment | $30,863,428.79 | -0- | $30,863,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $781,429,472.73 | $428,354.02 | $781,857,826.75 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A282 | See block 16c | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Suite 700N
Oakland, California 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, California 91301

ATTN: J. Klein, M/S 1A48

CODE FACILITY CODE

| (x) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED (SEE ITEM 11) |
| x | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

## 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)

## 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: |
| | D. OTHER (Specify type of modification and authority) |
| x | Funding Modication pursuant to Clasue 7, "obiligation of Funds" |

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

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

- Text of Modification is on Page 2 -

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) DAVID A. PINES 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 9/30/96 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

## INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....
Net increase $.....

(2) Accounting classification .....
Net decrease $.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $ .....

(ii) Total contract price decreased by $ .....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $782,184,188.95."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A281 | Obligated by this Modification A282 | Total to Date |
|---|---|---|---|
| Operating | $604,939,660.20 | $326,362.20 | $605,266,022.40 |
| Equipment | $30,863,428.79 | -0- | $30,863,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $781,857,826.75 | $326,362.20 | $782,184,188.95 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

| AMENDMENT OF SOLICITATI | MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|---|
| | | | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| | See block 16c | N/A | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than Item 6) | CODE |
|---|---|---|---|
| U.S. Department of Energy<br>Oakland Operations Office<br>1301 Clay Street, Suite 700N<br>Oakland, California 94612-5208 | | | |

| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| Rockwell International Corporation<br>Rocketdyne Division<br>6633 Canoga Avenue<br>Canoga Park, California 91301<br><br>ATTN: J. Klein, M/S 1A48 | | 9B. DATED (SEE ITEM 11) |
| | x | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-AC03-76SF00700 |
| | | 10B. DATED (SEE ITEM 13)<br>October 1, 1966 |
| 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)**

**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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |
| x | Funding Modication pursuant to Clasue 7, "obiligation of Funds" |

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

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

- Text of Modification is on Page 2 -

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) | |
|---|---|---|---|
| | | DAVID A. PINES<br>CONTRACTING OFFICER | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 10/25/96 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $782,184,188.95."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A282 | Obligated by this Modification A283 | Total to Date |
|---|---|---|---|
| Operating | $605,266,022.40 | $4,447,000.00 | $640,576,451.19 |
| Equipment | $30,863,428.79 | -0- | $30,863,428.79 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $782,184,188.95 | $4,447,00.00 | $782,184,188.95 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF PAGES 2

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A284 | See Block 16C | N\|A | |

6. ISSUED BY CODE
U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, CA 91301

ATTN: J. Klein, M|S 1A48

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

## 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)
See Attachment A

## 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) Funding Modification pursuant to Clause 7, "Obligation of Funds" |

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

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

-Text of Modification is on Page 2-

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) |
|---|---|
| | Joann P. van Guillory, Contracting Officer |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | 11/21/86 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $798,462,541.02."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A283 | Obligated by this Modification A284 | Total to Date |
|---|---|---|---|
| Operating | $640,576,451.19 | $11,831,352.07 | $652,407,803.26 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $786,631,188.95 | $11,831,352.07 | $798,462,541.02 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

For your information, the separate cost category for "Equipment" has been deleted and combined with the cost category "Operating".

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| A285 | See Block 16C | N\|A | |

6. ISSUED BY CODE
U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY (If other than Item 6) CODE

EXECUTED

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

Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, CA 91301

ATTN: J. Klein, M|S 1A48

CODE FACILITY CODE

(√) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

## 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)

See Attachment A

## 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)
Funding Modification pursuant to Clause 7, "Obligation of Funds"

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

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

EXECUTED

-Text of Modification is on Page 2-

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) | |
|---|---|---|---|
| | | David Pines<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY (Signature of Contracting Officer) | 16C. DATE SIGNED<br>12/20/96 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $798,492,086.14."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A284 | Obligated by this Modification A285 | Total to Date |
|---|---|---|---|
| Operating | $652,407,803.26 | $29,545.12 | $652,437,348.38 |
| Plant | $103,922,857.11 | -0- | $103,922,857.11 |
| Fee | $42,131,880.65 | -0- | $42,131,880.65 |
| Total | $798,462,541.02 | $29,545.12 | $798,492,086.14 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 1 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| M286 | | AN-NOPR | |

6. ISSUED BY — CODE See 16C

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* — CODE

EXECUTED

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

Boeing North American, Inc.
2201 Seal Beach Blvd.
P.O. Box 2515
Seal Beach, CA 90740-1515

CODE | FACILITY CODE

| (√) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED (SEE ITEM 13) October 1, 1966 |

11. THIS ITEM 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 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)*

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. |
| X | 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: |
| | D. OTHER (*Specify type of modification and authority*) |

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

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

Modification No. M286 is executed to recognize the change in name and remittance address for Contract No. DE-AC03-76SF00700 between Rockwell International Corporation (now Boeing North American, Inc. ) and the Department of Energy.

The Change-of-Name Agreement was executed on December 20, 1996 with an effective date of December 6, 1996.

EXECUTED

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)* Aundra Richards Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY Aundra Richards *(Signature of Contracting Officer)* | 1/15/97 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A287 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Boeing North American, Inc.
2201 Seal Beach Blvd.
P.O. Box 2515
Seal Beach, CA 90740,1515

CODE FACILITY CODE

| | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

## 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)*

See Attachment A

## 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER *(Specify type of modification and authority)* Funding Modification pursuant to Clause 7, "Obligation of Funds" |

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

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

-Text of Modification is on Page 2-

EXECUTED

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)* Aundra Richards Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Aundra Richards *(Signature of Contracting Officer)* | 16C. DATE SIGNED 1/22/97 |

Clause 7, subparagraph (a) of "Obligation of Funds is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $799,600,086.14."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification M286 | Obligated by this Modification A287 | Total to Date |
|---|---|---|---|
| Operating | $652,437,348.38 | $1,108,000.00 | $653,545,348.38 |
| Plant | $103,922,857.11 | $ -0- | $103,922,857.11 |
| Fee | $ 42,131,880.65 | $ -0- | $ 42,131,880.65 |
| Total | $799,600,086.14 | $1,108,000.00 | $799,600,086.14 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE 1 OF 2 PAGES |
|---|---|---|

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A288 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Boeing North American, Inc.
2201 Seal Beach Blvd.
P.O. Box 2515
Seal Beach, CA 90740-1515

CODE FACILITY CODE

| (V) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

See Attachment A

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

| | |
|---|---|
| (V) | 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)* Funding Modification pursuatn to Clause 7, "Obligation of Funds" |

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

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

-Text of Modification is on Page 2-

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)* EXECUTED |
|---|---|---|
| | | Aundra Richards<br>Contracting Officer |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY *(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>2/24/97 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"The amount presently obligated by the Government with respect to this contract is $799,523,974.61."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A287 | Obligated by this Modification A288 | Total To Date |
|---|---|---|---|
| Operating | $653,545,348.38 | $ (76,111.53) | $653,469,236.85 |
| Plant | $103,922,857.11 | $ -0- | $103,922,857.11 |
| Fee | $ 42,131,880.65 | $ -0- | $ 42,131,880.65 |
| TOTAL | $799,600,086.14 | $ (76,111.53) | $799,523,974.61 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

| AMENDMENT OF SOLICITATIC MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A289 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operation Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

**EXECUTED**

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

Boeing North American, Inc.
2201 Seal Beach Blvd.
P.O. Box 2515
Seal Beach, CA 90740-1515

CODE FACILITY CODE

(W) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)*
October 1, 1966

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)*

See Attachment A

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:

D. OTHER *(Specify type of modification and authority)*

X Funding Modification pursuant to Clause 7, "Obligation of Funds"

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

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

-Text of Modification is on Page 2-

**EXECUTED**

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)* | |
|---|---|---|---|
| | | Aundra Richards<br>Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Aundra Richards<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>3/25/97 |

Clause 7, subparagraph (a) of "Obligation of Funds" is Modified to read as follows:

"This amount presently obligated by the Government wit respect to this contract is $700,365,342.32."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A288 | Obligated by this Modification A289 | Total to Date |
|---|---|---|---|
| Operating | $653,469,236.85 | $ (64,460.00) | $653,404,776.85 |
| Plant | $103,922,857.11 | $ (94,172.29) | $103,828,684.82 |
| Fee | $ 42,131,880.65 | $ -0- | $ 42,131,880.65 |
| TOTAL | $799,523,974.61 | $ (158,632.29) | $799,365,342.32 |

The above funding change shall be distributed into the budget and reporting classification as shown on Attachment A to the modification.

| AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 \| 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| A290 | See Block 16C | N/A | |

6. ISSUED BY CODE

U.S. Department of Energy
Oakland Operation Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Boeing North American, Inc.
2201 Seal Beach Blvd.
P.O. Box 2515
Seal Beach, CA 90740-1515

CODE FACILITY CODE

| (V) | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|
| | 9B. DATED *(SEE ITEM 11)* |
| X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700 |
| | 10B. DATED *(SEE ITEM 13)* October 1, 1966 |

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)*

See Attachment A

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

| | |
|---|---|
| (V) | 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)* Funding Modification pursuant to Clause 7, "Obligation of Funds" |

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

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

-Text of Modification A290 is on Page 2-

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)* Aundra Richards Contracting Officer EXECUTED | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Aundra Richards *(Signature of Contracting Officer)* | 16C. DATE SIGNED 4/23/97 |

Clause 7, subparagraph (a) of "Obligation of Funds" is Modified to read as follows:

"This amount presently obligated by the Government with respect to this contract is $799,486,436.33."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A289 | **Obligated by this Modification A290** | Total to Date |
|---|---|---|---|
| Operating | $653,404,776.85 | $ 121,094.01 | $653,525,870.86 |
| Plant | $103,828,684.82 | $ -0- | $103,828,684.82 |
| Fee | $ 42,131,880.65 | $ -0- | $ 42,131,880.65 |
| TOTAL | $799,365,342.32 | **$ 121,094.01** | $799,486,436.33 |

The above funding change shall be distributed into the budget and reporting classification as shown on **Attachment A** to the modification.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|---|
| | | 1 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A291 | See Blk 16C | | |

6. ISSUED BY CODE

U. S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Boeing North American, Inc.
2201 Seal Beach Blvd.
P. O. Box 2515
Seal Beach, CA 90740-1515

(√) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC03-76SF00700

10B. DATED (SEE ITEM 13)
October 1, 1966

CODE FACILITY CODE

11. THIS ITEM 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 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)*

See Attachment A

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (*Specify type of modification and authority*)

X Funding Modification pursuant to Clause 7, "Obligation of Funds"

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

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

- Text of Modification A291 is on Page 2 -

EXECUTED

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)* Aundra Richards Contracting Officer | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | BY Aundra Richards *(Signature of Contracting Officer)* | 5/29/97 |

Clause 7, subparagraph (a) of "Obligation of Funds" is Modified to read as follows:

"This amount presently obligated by the Government with respect to this contract is $799,590,648.49."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A290 | **Obligated by this Modification A291** | Total to Date |
|---|---|---|---|
| Operating | $653,525,870.86 | $104,212.16 | $653,630,083.02 |
| Plant | $103,828,684.82 | $-0- | $103,828,684.82 |
| Fee | $ 42,131,880.65 | $-0- | $ 42,131,880.65 |
| TOTAL | $799,486,436.33 | **$104,212.16** | $799,590,648.49 |

The above funding change shall be distributed into the budget and reporting classification as shown on **Attachment A** to the modification.

| AMENDMENT OF SOLICITAT /MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES 1 2 |
|---|---|---|

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(if applicable)* |
|---|---|---|---|
| A292 | See Block 16C | | |

6. ISSUED BY CODE

Department of Energy
Oakland Operations Office
1301 Clay Street
Oakland CA 94612

7. ADMINISTERED BY *(If other than Item 6)* CODE

EXECUTED

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

Boeing North America, Inc
2201 Seal Beach Blvd.
P.O. Box 2515
Seal Beach, CA 90740-1515

CODE FACILITY CODE

(√) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00700

10B. DATED *(SEE ITEM 13)* October 1, 1966

11. THIS ITEM 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 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 of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO 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*

See Attachment A

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

X Funding Modification pursuant to Clause 7, "Obligation of Funds"

**E. IMPORTANT**: Contractor [X] 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 Page 2

EXECUTED

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)* Joan Macrusky | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Joan Macrusky *(Signature of Contracting Officer)* | 16C. DATE SIGNED 6/20/97 |

Clause 7, subparagraph (a) of "Obligation of Funds" is modified to read as follows:

"This amount presently obligated by the Government with respect to this contract is $800,277,078.18."

The funds obligated by this action represent a net funding change consisting of the following:

| Cost Category | Obligated through Modification A291 | **Obligated by this Modification A292** | Total to Date |
|---|---|---|---|
| Operating | $653,630,083.02 | **$686,429.69** | $654,316,512.71 |
| Plant | $103,828,684.82 | **$-0-** | $103,828,684.82 |
| Fee | $ 42,131,880.65 | **$-0-** | $ 42,131,880.65 |
| TOTAL | $799,590,648.49 | **$686,429.69** | $800,277,078.18 |

The above funding change shall be distributed into the budget and reporting classification as shown on **Attachment A** to the modification.